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on L. 4.

Mercy College (Detroit)

This Agreement is made and entered into as of the 10th day of September, 1974, by and between Mercy College of Detroit, 8200 West Outer Drive, Detroit, Michigan (hereinafter called the College) and the International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227 (hereinafter called the Union).

ARTICLE I

PURPOSE

To promote and maintain orderly collective bargaining relations for the settlement of disputes between the College and its employees represented by Local 547, to prevent interruptions or interference with the efficient operation of the College's business.

ARTICLE II

RECOGNITION

The College agrees to recognize and bargain with the Union as the sole and exclusive collective bargaining agent for all its employees covered by this Agreement.

This contract covers all power plant engineers, including boiler and refrigeration operators in the power plant, excluding supervisors, in accordance with the Certification of Representation made by the State of Michigan Labor Mediation Board on March 25, 1966.

ARTICLE III

WORK JURISDICTION

The work jurisdiction of this bargaining unit shall consist of the operation, service, and maintenance of all power plant equipment, including all lines (owned by the College) leading to and from the power plant and their association and related equipment.

ARTICLE IV

UNION SECURITY

A. It shall be a condition of employment that all employees of the College covered by this Agreement shall on or before the thirty-

I. U. O. E.
13020 Puritan Ave.
Detroit, Mich. 48227

first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

C. The College agrees that within ten (10) days of hiring any new employees who are not members of the Union and who are in the unit covered by this Agreement, the College shall send a letter advising the Union of the name and date of hiring of the new employee.

D. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

ARTICLE V

DUES DEDUCTION

A. The College agrees to make monthly collection of Union Dues and initiation fees for any employee submitting a signed payroll deduction authorization form to the College.

B. Such monies shall be deemed trust funds, and shall be forwarded to the Financial Secretary of the Union on or before the twenty-fifth (25th) of each month.

ARTICLE VI

REPRESENTATION

A. The College agrees to recognize one steward designated by the Union provided he is an employee with seniority in the unit covered by this Agreement. Reasonable arrangements will be made to allow the steward time off without pay for the purpose of

investigating grievances and to attend grievance and negotiating meetings.

B. The College agrees upon reasonable advance notice to allow Union Representatives (not more than two at one time) access to the plant for the purpose of investigating grievances.

ARTICLE VII

GRIEVANCE PROCEDURE

Step One

A. An employee having a grievance shall present it orally to his designated supervisor. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and remedy desired. The aggrieved employee shall sign the grievance and it shall be submitted to his designated supervisor within five (5) working days from the date of the oral presentation. The supervisor will answer the grievance within five (5) working days.

Step Two

A. If the answer in Step One is unsatisfactory, the Union may appeal within ten (10) working days from the date of receipt of the Step One answer.

B. The Union Business Agent shall meet with the College representative to discuss the grievance within ten (10) working days of its written submission.

C. The College will give its decision in writing within ten (10) working days of the Step Two meeting. If the grievance is not appealed by the Union within five (5) working days of receipt of the College's decision, it shall be considered as settlement of the grievance.

Step Three - Arbitration

A. If the grievance is not resolved in Step Two, either party may submit the grievance to arbitration. Notice of intent to submit the grievance to arbitration shall be given to the other party within

fifteen (15) working days of the receipt of the Step Two answer.

B. Within fifteen (15) working days after notice of intent to appeal the grievance to arbitration, the parties shall select an arbitrator. Failing to do so, the appealing party shall request the American Arbitration Association to submit to both parties a list of five (5) nominees for arbitrators.

Four of the five names shall be stricken in accordance with the following procedure:

- a. The party not appealing shall strike the first name;
- b. The party appealing shall strike the second name;
- c. The party not appealing shall strike the third name; and
- d. The party appealing shall strike the fourth name. The arbitrator shall be the person whose name has not been stricken.

1. The Arbitrator, the Union or the College may call any employee as a witness in any arbitration hearing, provided no curtailment in the powerhouse results.

2. Each party shall be responsible for the expenses of the witnesses that they may call.

3. The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the College and the Union.

4. The Arbitrator shall render his decision in writing not later than thirty (30) days after he has completed the hearing.

5. The fees and expenses of the Arbitrator shall be borne equally between the College and the Union.

ARTICLE VIII

NEW JOBS

A. The College shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the College shall not have the effect of reducing the pay rate for a job in which no substantial change has occurred. When a new or

revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the College has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. When a new job is created the College shall establish the job description.

B. The College will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to discuss the rate and classification.

ARTICLE IX

SENIORITY

A. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of active employment and shall be covered by the terms of this Agreement unless laid-off or discharged.

B. Employees satisfactorily completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation.

C. In the event of a lay-off, employees in the bargaining unit shall be laid-off, recalled, or demoted according to their seniority within each classification.

In case of a lay-off, an employee shall have the right to displace an employee of lesser seniority in his own or another classification in the unit, provided the higher seniority employee has the current qualifications to perform the services required.

D. An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.
3. He is absent for three (3) consecutive working days without notifying the College and/or without a good and sufficient reason.

ARTICLE X

HOURS AND WORK WEEK

A. The regular work week shall be forty (40) hours. Each work week shall begin at 12:01 A.M., Sunday, local time, and end at midnight the following Saturday, 168 hours later.

The term "twenty-four hour period" or "day" shall be construed to mean a period beginning at start of the employees shift and continuing for the next twenty-four (24) hours.

B. Work schedules shall be posted one week prior to the regular payroll work week. Overtime shall be equally distributed among employees in the same classification, provided, however, work schedules will not be changed to equalize overtime.

C. Overtime rates will be paid as follows:

Time and one-half ($1\frac{1}{2}$) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, unless otherwise agreed by the Steward and the College. All time worked in excess of forty (40) hours for which overtime has not already been paid will be paid at time and one-half. Overtime is either for hours in excess of eight (8) or over forty (40) hours, but not for both. Time paid for holidays as specified in Article XII shall be counted as time worked for overtime pay computation purposes.

Double time will be paid for all time worked on an employee's second scheduled off day in the regular work week and for time worked on any holiday specified in Article XII.

D. Any employee called to work or permitted to come to work without having been properly notified that there will be no work shall receive a minimum of four hours pay at the regular hourly rate or four hours work, as assigned by the College, except in a case of labor dispute, power failures, severe weather or other acts of God beyond the control of the College.

E. Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual hours worked at the appropriate overtime rate or a minimum of four (4) hours pay at his straight time rate, whichever is greater.

ARTICLE XI

WAGES

A. The following rate structure indicated below becomes effective June 30, 1974:

Shift Operating Engineer	\$8.03
Junior Operating Engineer	6.95
Maintenance Boiler Operator	6.50

and effective July 6, 1975:

Shift Operating Engineer	\$8.67
Junior Operating Engineer	7.51
Maintenance Boiler Operator	7.02

Shift Operating Engineer shall possess the class of license which fulfills any legal requirement.

B. The rate of the chief engineer shall be as established in a memorandum of agreement appended to this contract.

C. Employees regularly assigned to the afternoon shift shall receive five (5) per cent per hour additional compensation for all hours paid.

D. Employees regularly assigned to the midnight shift or relief shift shall receive seven (7) per cent per hour additional compensation for all hours paid.

ARTICLE XII

HOLIDAY PAY

A. The College will pay eight (8) hours pay for the following ten (10) holidays even though no work is performed by a full-time employee:

New Year's Day
Good Friday
Easter Sunday
Memorial Day
July Fourth

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

B. All employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation or sick leave on any of the above named holidays, he shall be entitled to an additional day off with pay or receive eight (8) hours pay for the holiday.

D. Employees off sick on any holidays (listed in Paragraph A) will be required to submit written medical proof of illness to receive holiday pay.

ARTICLE XIII

VACATIONS

All employees covered by this Agreement, who have completed one (1) year of service shall receive two (2) weeks vacation with ten (10) days paid; after five (5) years of service, fifteen (15) days paid; after fifteen (15) years of service, eighteen (18) days paid; after twenty years of service, twenty-two (22) days paid.

To be eligible for a full vacation, an employee must have worked eighty per cent (80%) of normal working hours.

After one (1) year of service, employees terminating employment, ^{or} ~~and~~ failing to qualify for full vacation, or off sick, or on an approved leave of absence, shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month in which he works eighty per cent (80%) of his normal working hours.

On the death of the employee, unused vacation leave days and any payment for the same shall be made to the estate of the deceased employee.

ARTICLE XIV

SICK TIME

A. Employees shall be credited with one day paid sick leave for each month in which they worked eighty per cent (80%) of normal working hours.

B. An employee shall receive payment for all unused sick leave days annually within forty-five days of the end of the employer's fiscal year or upon termination of employment for any reason. Payment shall be based upon the rate in effect at the time said days were earned.

On the death of the employee, unused sick leave days and any payment for the same shall be made to the estate of the deceased employee.

C. An illness occurring the day before or after a paid holiday or a vacation must be supported with written medical proof of illness.

D. Employees shall be entitled to three paid personal business days per year. Said days shall be deducted from the employees paid sick leave. A three-day notice shall be required for use of personal business days except in cases of emergency.

E. The College agrees to continue to provide TIAA Group Total Disability Insurance for the employees and pay the entire premium cost.

ARTICLE XV

JURY DUTY

Employees requested to appear for Jury qualification or service shall, upon proof of being called, receive their pay at straight time from the College for such time lost as a result of such appearance of service, less any compensation received for such Jury service, up to a period of sixty (60) days.

ARTICLE XVI

NON-DISCRIMINATION

The College and the Union agree that there shall be no discrimination against any employee, any applicant for employment with the

College or any applicant for membership in the Union with respect to hire, tenure, terms, conditions or privileges of employment with the College or membership in the Union because of race, color, religion, sex, age, national origin or ancestry.

ARTICLE XVII

HOSPITALIZATION

The College will pay the total cost of Blue Cross-Blue Shield semi-private coverage hospitalization insurance for employees and their dependents who are entitled to such coverage on the employee's certificate under Blue Cross-Blue Shield rules.

ARTICLE XVIII

PENSIONS

A. The College agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendment to said Trust Agreement.

B. Employer irrevocably designates as his representative among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

C. Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers .35¢ per hour (40¢ per hour effective July 6, 1975) for each hour paid for or worked in the preceding month.

ARTICLE XIX

MANAGEMENT RIGHTS

The employer shall have the right to exercise customary and regular functions of management, including but not limited to, the

right to hire, promote, transfer, or to suspend, discharge or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Union by provisions of this Agreement are reserved to the Employer.

The Employer will take reasonable measures in order to

1. Provide heat, light, and ventilation to employees at their place of work; and
2. Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards not compatible with the job to which employees are subject at their places of work.

ARTICLE XX

DISCIPLINE-DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

Employees shall be subject to immediate dismissal for any of the following reasons: drunkenness, dishonesty, vile and profane language, insubordination or willful violation of agreed upon Employer rules.

ARTICLE XXI

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training, experimentation or in cases of emergency.

ARTICLE XXII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

ARTICLE XXIII

NO STRIKE OR LOCKOUT

During the period of this Agreement, there shall be no strikes, stoppages, slow-downs, picketing, boycotts or any other interruption or interference with any operation of the College (all of which are hereinafter referred to as strikes.) No officer, agent or representative of the local Union or the International Union shall authorize, instigate, condone or aid, financially or otherwise, strikes; and no employee shall participate in any strikes. There shall be no lockouts during this Agreement. The College shall be under no obligation to bargain with the Union concerning employees who are on strike or concerning the subject matter of any strike so long as the strike continues. The College may discipline or discharge any employee who takes part in, or in any way supports or encourages a strike, and such action shall not be subject to review on any grounds other than that the employee did not take part in the strike or support or encourage the same.

Neither the Local Union nor the International Union shall be liable for damages to the College resulting from any strike as defined in the foregoing paragraph provided it shows:

- (a) that neither it nor any officer, agent or representative of such Union has authorized, instigated, condoned, or aided, financially or otherwise, the strike; and
- (b) it earnestly and in good faith took all appropriate steps to prevent such strike and/or to bring it to an end,

including, (1) sending to the College immediately (on its request) a telegram stating that the strike is not authorized or approved; (2) ordering employees to refrain from and/or terminate any strike; (3) disciplining employees who disobey or disregard any such order; (4) reasonable efforts to provide replacements for such employees; and (5) any other appropriate actions to achieve this end.

ARTICLE XXIV

TRANSFER OF EMPLOYER TITLE

The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event all or part of the present operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation, so far as may be permitted by law, shall continue to be subject to the terms and conditions of this Agreement for the life thereof, provided the property continues operation.

ARTICLE XXV

GENERAL

A. In the event of death of an employee's spouse, parent, brother, sister, child, mother-in-law, father-in-law, brother-in-law or sister-in-law, he will be allowed three days off with pay at straight time.

1. In event of death of an employee's grandparents, he will be allowed one (1) day off with pay. If the arrangements for the burial of the grandparents is the responsibility of the employee, he will be granted an additional two (2) days leave with pay at straight time.

B. An employee called for military duty or reserve training shall be granted a leave of absence to fulfill his obligations.

C. Should an employee with one year seniority, or the spouse or child or children (including legally adopted children) of an employee, determine to attend Mercy College of Detroit, and be eligible for admission as a student, the tuition to be charged such employee, employee's spouse, or child or children (including legally adopted children) shall be one-half the regularly charged tuition. No discount will be allowed on special charges, laboratory fees, or the like.

D. The College agrees that it will comply with lawful orders from cognizant governmental authorities concerning safety devices and sanitary conditions in the plant. The Union agrees that it is satisfied with the physical condition, safety devices and sanitary conditions now existing in the plant.

E. The Employer will pay into the jointly administered Local 547 Stationary Engineers Education Fund, the sum of two (2) cents per hour for each hour paid to employees covered by this Agreement (not to exceed forty (40) hours per week per employee). Said fund shall be established, maintained, and administered in accordance with the attached Agreement and Declaration of Trust.

ARTICLE XXVI

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. No alteration, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement 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 shall be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVII

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective on June 30, 1974 and remain in full force and effect until July 3, 1976 at 11:59 p.m. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by certified mail, sixty (60) days prior to the expiration date of this Agreement.

MERCY COLLEGE OF DETROIT

President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547

Robert B. Ross
Business Manager

Richard Rammel
President

J. Jordan
Secretary

MEMORANDUM OF UNDERSTANDING

between MERCY COLLEGE OF DETROIT and
LOCAL 547, INTERNATIONAL UNION OF OPERATING ENGINEERS

It is hereby agreed that the following procedures shall be followed for the purposes of overtime distribution and vacation selection:

OVERTIME DISTRIBUTION PROCEDURE

1. Overtime shall be allocated in turn by classification seniority.
2. All overtime hours worked (not hours paid) shall be recorded. Other premium hours (holidays, Sundays, etc.) shall not be counted.
3. If a man refuses overtime, he shall be credited only with the hours he refused. Refusal by reason of funeral, death in family, wedding or steward on union business shall not be counted.
4. An employee previously scheduled to work overtime is not called unless he is behind in work hours.
5. An employee off sick or on vacation is not called to work overtime. He must work one shift before being called.
6. A man who is behind receives all overtime until he is caught up.
7. The overtime list shall run continuously from year to year.

VACATION SELECTION

Vacations will, insofar as possible, be granted at times most desired by employees, according to their seniority as follows: Vacation requests shall be submitted during the last two weeks of February. The annual vacation schedule shall be posted prior to March 31. Choice of vacation shall be honored on a basis of seniority within classification unless otherwise agreed to by the Union. Unposted vacation time may be taken provided the Employer approves and there is no conflict with posted vacation time, except that only posted vacation time may be taken on the days preceding or following a paid holiday unless otherwise agreed to between the Employer and the Union.

MERCY COLLEGE OF DETROIT

President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547

Robert B. Ross
Business Manager

Richard Kammer
President

J. O. Jordan
Secretary

MEMORANDUM OF AGREEMENT

between

MERCY COLLEGE OF DETROIT

and

LOCAL 547 INTERNATIONAL UNION
OF OPERATING ENGINEERS

Total earned sick leave days as of June 30, 1974, shall be computed for each employee.

Said earned sick leave days shall be paid in accordance with the following formula:

40% to be paid by June 30, 1975

30% to be paid by January 1, 1976

30% to be paid by June 30, 1976

MERCY COLLEGE OF DETROIT

LOCAL 547 INTERNATIONAL UNION

OF OPERATING ENGINEERS

President

Robert B. Ross

Business Manager

Richard Rimmel

President

J. J. Jordan

Secretary

MEMORANDUM OF AGREEMENT

between MERCY COLLEGE OF DETROIT and
LOCAL 547, INTERNATIONAL UNION OF OPERATING ENGINEERS

RE: WAGE RATE - CHIEF ENGINEER

The chief engineer shall be paid an annual wage, effective June 30, 1974, of \$25,380.30 (effective July 6, 1975, \$27,410.72) based on eighty-eight (88) hours of work per pay period. This is equivalent to a bi-weekly pay of \$976.17 (effective July 6, 1975, \$1,054.26).

Sick leave days, vacation days and holidays shall be paid at an eight (8) hour daily rate of \$88.74 (effective July 6, 1975, \$95.84).

Overtime shall be computed and paid at a base hourly rate of \$9.43 per hour (effective July 6, 1975, \$10.10).

MERCY COLLEGE OF DETROIT

President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547

Robert B. Ross
Business Manager

Richard Lammell
President

J. R. Jordan
Secretary