

June 30, 1974

AGREEMENT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Sec. 1 - Recognition

Subject to Federal Laws and the Laws of the State of Michigan, Delta College recognizes the American Federation of State, County and Municipal Employees AFL-CIO as an exclusive bargaining agency for the maintenance employees under the jurisdiction of the Director of Physical Plant except supervisors as defined in the act for the purpose of negotiating wages, hours and other conditions of employment.

For clarification these positions are:

Custodian	Head Groundsman
Groundsman	Carpenter
Utility Man	Electrician
Custodial Crew Leader	Engineer
Mechanic & Equip. Oper.	Painter
Mechanical Maintenanceman	

Sec. 2 - Union Security Requirements of Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of

Delta College
University Center,
Mich. 48710

Delta College (University Center, Mich.)

continued employment to become members of the Union for the duration of this Agreement, on or before the ninetieth (90th) day following the beginning of their employment in the unit.

- (c) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (d) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Sec. 3 - Union Dues and Initiation Fees

- (a) Payment by Check-off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues Form:

AUTHORIZATION FOR REPRESENTATION BY THE
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By _____
Print Last Name First Name Middle Name

To _____
Employer Department

Date to Start _____
Deduction _____

Signed _____
Address _____

(b) When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the second pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the second pay of each month.

(d) Termination of Check-Off

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Sec. 4 - Union Representation

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Sec. 5 - Stewards and Alternate Stewards

Employees covered by this agreement shall be represented by 3 stewards, one steward for each working shift. In the absence of the steward an alternate may be appointed by the Local President. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the employer. They shall be limited to one-half hour per grievance. The union shall notify the employer who the stewards are and of any changes that may take place. They will also meet with the Director of the physical Plant and his representative at regular intervals approximately once per month, to discuss matters pertaining to the contract. The Stewards Committee also takes part in the Grievance Procedures as outlined in Sec. 7 and 8.

Sec. 6 - Management Functions

The management of the employer's operations and the direction of the work force in the operation of the bargaining unit work of the employer are vested in the employer exclusively as functions of management, including but not limited to the following rights:

- (a) To hire, recall, transfer and promote employees;
- To reprimand, demote, suspend and discharge employees for proper cause;
- To lay off employees because of the lack of work;
- To determine the scheduling of work and the work to be performed by employees;
- To sub-contract work based upon economic considerations;
- To determine the materials to be used, and the methods process and equipment to be employed, provided that none of these above management-listed rights shall supersede any of the contract provisions dealing with hiring, layoff, recall,

transfer, promotion, demotion, discipline, suspension, and discharge of employees.

- (b) To determine the quality of the work performed.
- (c) To adopt and change such reasonable rules and regulations and rules of conduct as it may deem necessary and proper to the conduct of its operations as are not in conflict with the provisions of this Agreement.
- (d) To enforce such rules and regulations and rules of conduct on its property and in employer's buildings, which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.

All the functions, powers and authority which the employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

This Article shall not be used to discriminate against the Union or any employee or in a manner to contravene any of the other provisions of this Agreement.

All rules and regulations and rules of conduct shall be posted on the bulletin boards.

Sec. 7 - Grievance Procedure

For the purpose of this agreement, the term "Grievance" means any dispute concerning the effect, interpretation, application, claim of breach or violation of this agreement between the employer, and either the employee or the union. No grievance filed by an employee or the union shall be valid unless submitted within 14 calendar days after the occurrence or circumstances on which said grievance is based. The grievances filed shall enumerate the section or sections in dispute and shall spell out the remedy expected.

Sec. 8 - Presenting a Grievance

Any such grievance shall be settled in accordance with the following grievance procedure:

- Step 1. Between the Employee, together with this steward, and the supervisor, or between the steward and such supervisor, except that either the steward or the supervisor may require the employee to be present if he so elects.
- Step 2. In all cases where Step 1 does not result in a satisfactory settlement of the grievance, such grievance may then be submitted in writing to the Director of Physical Plant within fourteen (14) calendar days after it has been presented to the supervisor.
- (a) Any grievance thus submitted to the Director of Physical Plant shall then be subject to discussion between the Director of Physical Plant and the Stewards Committee at the next regular meeting between the Director of Physical Plant and the Stewards Committee, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Director of Physical Plant and the Stewards Committee it shall, at the request of either the Director of Physical Plant, or the chairman of the Stewards Committee, be deferred until the next regular meeting of the Director of Physical Plant and the Stewards Committee. It is understood that all meetings between the Director of Physical Plant and the Stewards Committee, The Director of Physical Plant

shall have the privilege of delegating his authority to a member of his staff.

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

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

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

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

Sec. 9 - Membership of the Appeal Board

(a) The appeal Board shall consist of two representatives of the employer, and two representatives of the Council and/or International Union, and, when necessary, an arbitrator.

(b) In the event that they are unable to settle a matter, it shall be determined by decision of the arbitrator selected by the parties or in the event they cannot agree upon an arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an arbitrator will be paid by the parties equally.

(c) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the

interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.

The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the employer or the union where such discretion has been retained by the employer or the union, nor shall he exercise any responsibility or function of the employer or the union.

Sec. 10 - Withdrawal of Cases

(a) After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decisions. There shall be no appeal from the arbitrators decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the employer.

Sec. 11 - Payment of Back Pay Claims

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

Sec. 12 - Computation of Back Wages

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

Sec. 13 - Discharge and Discipline

(a) Notice of discharge or discipline. When an employee is disciplined or discharged, the College shall notify in writing

the employee the reasons for the discipline or discharge. He shall be given two copies one of which at his own discretion he may give to his steward.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the employer will make available an area where he may do so before he is required to leave the property of the employer. Upon request, the employer or his designated representative, will discuss the discharge or discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the employer within two (2) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past record. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

Sec. 14 - Seniority Probationary Employees

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee

completes the probationary period, by accumulating ninety (90) calendar days of employment he shall be entered on the seniority list of the unit and shall rank for seniority. There shall be no seniority among probationary employees.

(b) The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be on a Plant-wide basis, in accordance with the employee's last date of hire.

Sec. 15 - Termination of Employees

A satisfactory termination of employment by the employee is a minimum of one weeks notice not counting accrued vacation time.

Sec. 16 - Seniority Lists

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The employer will keep the seniority list up to date at all times and will provide the Local Union and Council office with up to date copies at least once a year.

Sec. 17 - Loss of Seniority

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

(a) He quits

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires.

Sec. 18 - Shift Preference

Shift preference will be granted on the basis of time worked within the classification. In proper cases, exceptions may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made. The transfer will remain effective for one year.

Sec. 19 - Seniority of Stewards

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

Sec. 20 - Seniority of Officers

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

Sec. 21 - Supplemental Agreements

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

Sec. 22 - Layoff Defined

(a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 14 (c). In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference consisting of two representatives of the bargaining unit and two representatives of management and if not resolved, it shall then be subject to the Appeal Board step of the grievance procedure.

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

issued to the employees.

Sec. 23 - Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 14 (c). Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered a quit.

Sec. 24 - Transfers

(a) Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer. The same standards for transfer shall apply as that for promotion. In such cases all vacancies and newly created positions shall be posted in a conspicuous place (7) calendar days prior to filling such vacancy or newly created position.

Sec. 25 - Promotions

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted for a period of four (4) calendar days setting forth the minimum

requirement for the position in a conspicuous place in each building. Employees interested shall apply within the four (4) calendar day posting period. The employee applying for the promotion and who meets the requirements shall be granted a four (4) week trial period to determine:

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

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his form classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

Sec. 26 - Veterans

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay,

unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or 90 days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

Sec. 27 - Veterans Law

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

Sec. 28 - Educational Leave of Absence for Veterans

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the College when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is

the normal limit, except in the case of an emergency.

Sec. 29 - Leave of Absence

Leaves of absence without pay for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. Maternity Leave
2. Illness Leave (physical or mental)
3. Prolonged illness in immediate family, to be defined as spouse, child, mother or father.

Such leave may be extended for like cause.

4. Employees on leave of absence will not accrue vacation time or sick time.

Sec. 30 - Leave for Union Business

(a) Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions.

Sec. 31 - Sick Leave

Sick leave for Physical Plant employees will be earned at the rate of one day a month and will be accumulated to a total of one hundred and twenty days. Sick leave will be charged off at the rate of five days per week excluding holidays.

Sick leave applies only to absences resulting from: (a) the illness or injury of an employee: (b) the illness or injury of an employee's spouse or child, which is of an emergency nature and requires the immediate attention of the employee. In no event may more than two days be used for the illness or injury to an employee's spouse or child and approval for the reimbursement thereof shall be dependent upon the submission of satisfactory evidence of such absence to the employee's supervisor.

The College may require a medical certificate as evidence of an employee's illness, injury or quarantine which prevented his attendance at work or his return to work.

If employment is terminated, no pay will be given for accumulated sick leave.

In the case of an accident where workmen's compensation applies, in order to extend the time off with pay and if the employee so desires, the College will pay the difference between workmen's compensation and the employee's regular pay, charging the amount thus paid to the individual's accumulated sick leave. An employee while on sick leave will be deemed to be on continued employment.

Sec. 32 - Funeral Leave

In case of death in the immediate family, a permanent employee of the Maintenance Staff may be granted up to three working days of funeral leave with pay. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, except that a relative residing in the same household may, for the purpose of this section, be considered as one of the immediate family.

An employee will be allowed 1/2 day to attend the funeral of grandparents, providing the funeral takes place during the normal working hours of the employee. An employee selected as a pall bearer for a deceased employee will be allowed 1/2 day funeral leave with the same provisions as affects grandparents. The local union president or his representative will be allowed 1/2 day funeral leave in the event of death of a member of the Union who is also an employee of the College providing the funeral takes place during the normal working hours of the person who is to attend the funeral. In proper cases exceptions may be made to all of the above conditions.

Sec. 33 - Longevity Pay

- A. Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

1972-73

5 to 6 years - 1%
6 years - 2%
7 years - 3%

1973-74

5 to 6 years - 1½%
6 years - 2½%
7 years - 3½%
10 years - 4%

- B. The above longevity pay will be paid only once a year prior to March 1 of each year, and will be paid for the past calendar year January 1 through December 31, on the total gross pay earned by the employee, as reported on his W-2 (Wage and Tax Statement).

In the '73-'74 year of the contract and thereafter, the longevity pay will be paid on the total gross pay up to a maximum of \$10,000.00 earned by the employee as reported on his W-2 (Wage and Tax Statement).

Payment will be made with a separate check. In order to become eligible for the first level of longevity pay and subsequent higher levels; an employee must have a full 5 (five) years of service by January 1 of the year in which the longevity pay is to be paid. To be eligible for a higher level, the employee must have (6) six years by January 1, of the year in which the longevity is to be paid. In case of death of the employee, retirement, or resignation, with a satisfactory notice, longevity payments will be made on a pro-rated basis.

Sec. 34 Hours of Work and Overtime

The work week of employees in the Physical Plant Department shall be a forty-hour week based upon five days per week at eight hours a day.

The exception to this provision will be for employees working in the Boiler House.

Either compensatory time off, at straight time, or time and one-half shall be paid for overtime beyond 40 hours in any week or 8 hours in one day. Before extra time is worked, the compensatory method shall be determined by the employee. Compensatory time will be handled in accordance with the provisions of the Fair Labor Standard Act as amended 2/1/67.

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

The hours of the day that make up the eight hour day will be determined by the Director of Physical Plant. Any changes in the work day will be posted well in advance of the effective day for changing.

Those persons on the Physical Plant staff who begin work after 3.00 P.M. will be paid .10/hour premium. Those who begin work after 11:00 P.M. will be paid .15/hour premium. Mechanic Maintencemen who work a 10 day on and 4 day off shift will be paid a .07/hour premium.

The regular full working day shall consist of 8 1/2 hours per day with 30 min. off for lunch included in the 8 1/2 hour period.

Employees may take one 15 minute coffee break during the first and second half of their regular shift.

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

Sec. 35 - Holiday Provisions

Paid holidays recognized by this agreement are: day before New Years Day, New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving Day, day before Christmas, and Christmas.

When a holiday falls on Saturday or Sunday, one (1) day during the preceding week or that of the holiday will be given as a holiday.

Employees shall receive at least seven (7) days advance notification of the date scheduled as the holiday. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day following the holiday. For payroll purposes, a day for which an employee is paid shall be considered as a day worked, under the provisions of this section.

Sec. 36 - Personal Business Day

Each permanent employee of the Physical Plant shall be granted one (1) personal business day per year for the purposes of conducting necessary personal business. Beginning with the fiscal year 1973-74, he will be granted an additional personal business day for a total of two (2) personal business days. Such days shall not be used in connection with a vacation or holiday unless the employee has received advance permission from his supervisor.

Sec. 37 - Vacation Rates

Employees covered by this agreement earn annual vacation according to the following schedule which is based on the employee's anniversary date of employment and continuous employment.

		<u>Annual Vacation Rate</u>	
1st year	10 days	=	10 days
2nd year	10 days	=	10 days
3rd year	10 days	=	10 days
4th year	10 days	=	10 days
5th year	10 days	=	10 days
6th year	10 days plus 1	=	11 days
7th year	10 days plus 3	=	13 days
8th year	10 days plus 4	=	14 days
9th year	10 days plus 5	=	15 days
10th year	10 days plus 5	=	15 days
11th year	10 days plus 5	=	15 days
12th year	10 days plus 5	=	15 days
13th year	10 days plus 5	=	15 days
14th year	10 days plus 5	=	15 days
15th year	10 days plus 5	=	15 days
16th year and thereafter	10 days plus 10	=	20 days

Vacation shall be taken in accordance with Section 38.

Section 38 - Vacations: Eligibility and Use

- (a) Newly hired employees are eligible to request earned vacation after six months of continuous employment.
- (b) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the operation of the department concerned.
- (c) Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

Employees will be permitted to take accrued vacations one day at a time providing the immediate supervisor is notified 24 hours in advance.

- (d) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (e) The maximum accrued vacation carry-over from one calendar year to the next is the annual vacation rate for that individual. On January 1, accrued vacation days in excess of the annual rate will be lost without pay.
- (f) A vacation may not be waived by an employee and extra pay received for work during that period.
- (g) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Sec. 39 - Pay Advance

- (a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. He must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- (b) If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- (c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will

receive credit for any benefits provided for in this Agreement.

Sec. 40 - Union Bulletin Boards

The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types.

1. Notices of recreational and social events.
2. Notices of elections
3. Notices of results of elections.
4. Notices of meetings.
5. Information from management pertaining to employees.

Sec. 41 - Rates for New Jobs.

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

Sec. 42 - Temporary Assignments

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Sec. 43 - Jury Duty

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay.

Sec. 44 - Safety Committee

A safety committee of employees and the employer representatives is hereby established. This committee will be appointed by the Director of the Physical Plant and shall meet at least once per month during

regular daytime working hours, for the purpose of making recommendations to the employer.

Sec. 45 - Medical Insurance

The College agrees to pay the premium for basic Blue-Cross Blue-Shield protection for all full-time employees, their spouse, and dependent children up to the age of nineteen. The employee may enroll children over the age of nineteen (Rider F), and other sponsored dependents (Rider S), by payroll deductions.

The College also agrees to pay a Major Medical Insurance plan for all employees and their dependents who are insured through the basic Blue Cross-Blue Shield group plan.

Sec. 46 - Life Insurance

For the 1972-73 contract year the college will purchase 4 units of Collective Life Insurance (decreasing term) through a group plan by the Teachers Insurance and Annuity Association for all full time employees of the Physical Plant. In the 1973-74 contract year the number of units will be increased to five.

Sec. 47 - Long Term Disability Insurance

Subject to the conditions and stipulations of the Insurance Carrier the College shall provide all eligible employees of the bargaining unit with a long term disability insurance plan similar to the plan currently in effect for other college employees not in the bargaining unit.

Sec. 48 - Equalization of Overtime Hours

Distribution of overtime shall be allocated so as to perform the work efficiently and to afford all employees as equally as possible, a fair portion of the overtime.

Equalization of overtime hours, except for emergencies, shall be within the following classification groups:

1. Custodian and Custodial Crew Leader
2. Groundsman, Head Groundsman, Mechanic and Equipment Operator, Utilityman.
3. Carpenter and Painter
4. Mechanical Maintenanceman and Engineer
5. Electrician

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

Employees may exchange overtime with proper notification to supervision, however, it shall be the employees responsibility to see that the overtime is equalized.

It is expected that extenuating circumstances will deter some personnel from working overtime; however, a blanket refusal of all personnel to work overtime will be considered a violation of this Agreement.

An up-to-date list of overtime hours worked by all employees shall be posted on a monthly basis.

Sec. 49 - The following appendixes are incorporated and made a part of this agreement:

- Appendix A. Pensions
- Appendix B. Classifications and Rates
- Appendix C. Job Description
- Appendix D. Temporary Employment Status
- Appendix E. Free Tuition

Sec. 50 - Ratification

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before July 1, 1972, and the International Union and its Local Union will recommend to the employees that it be ratified.

Sec. 51 - Termination and Modification

This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1974.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement, without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to Council 55 - Lansing, Michigan and if the Employer, addressed Delta College, Michigan or to any such address as the Union or the Employer may make available to each other.

Sec. 52 - Effective Date

This Agreement shall become effective as of July 1, 1972.

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

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFFILIATED WITH
COUNCIL 55, LOCAL 845, AFL-CIO

DELTA COLLEGE

Its Council #55 Representative

Its Local Union President

Its Local Union Committee

Its Local Union Committee

Appendix A Retirement Plan

Delta College participates in the Michigan Public School Employees Retirement Fund. Contribution to the fund is mandatory by law. Part time employees are also required to contribute. Contributions are made by both the individual and the State. Individual contributions are by payroll deduction at the rate of 5% of gross income.

Employees become eligible to retire at age 60. However, the highest rate of monthly return occurs for those individuals retiring at age 65.

Retirement will occur when an employee reaches his 65th birthday. Upon request to the Director of Physical Plant and the Business Manager, a one year extension may be granted. Following the same procedure subsequent extensions may be granted up to the time an employee reaches his 70th birthday. No extension will be granted beyond that time.

The above provision does not apply to employees hired before July 1, 1967, who will not have attained 10 years seniority by the time they reach age 65. Any employee in this category will be allowed to work until they attain their 10 years seniority.

Appendix B. Classification and Rates

Salary Schedule 1972-73 and 1973-74

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>1972-73</u>	<u>1973-74</u>
CUSTODIAN	\$ 3.84	\$ 4.24	\$ 4.45
GROUNDSMAN	3.94	4.35	4.57
UTILITY MAN	3.94	4.35	4.62
CUSTODIAL CREW LEADER	4.01	4.42	4.64
MECHANIC & EQUIP. OPERATOR	4.11	4.53	4.76
HEAD GROUNDSMAN	4.18	4.60	4.83
MECHANICAL MAINTENANCE	4.43	4.86	5.10
CARPENTER	4.43	4.86	5.10
ELECTRICIAN	4.43	4.86	5.10
ENGINEER	4.43	4.86	5.10
PAINTER	4.43	4.86	5.10

APPENDIX C JOB DESCRIPTION

1. Custodian

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

He will assist in setting up equipment for activities and special events. He may be assigned to other supervisory personnel by his supervisor to work out side the building or on special projects.

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

2. Groundsman

An employee of this classification will share the responsibility for care and maintenance of the grounds, on and around the campus. This includes the court area, the lawn and planting areas, special landscape features, parking lots, the periphery roads and the access roads.

He will perform such duties as mowing and watering the lawn, trimming shrubbery, planting trees and shrubbery, cleaning walks curbs and gutters. He must also know how to use spray equipment for the eradication of diseases and insects in both plant material and turf. At times he may be called upon to do hand labor around the campus.

He must be able to operate and maintain power equipment such as tractors, mowers, trucks and any other machinery that may fall under his care by his useage. He must be able to operate snow removal equipment and perform duties that may be assigned to him by his supervisor.

He shall maintain good working relations with his supervisor and co-workers. He may be assigned to other supervisory personnel by his supervisor.

3. Utility Man

An employee in this class will do work of a general nature. This may include custodial work, grounds work, delivery of materials throughout the college, stores work and other work of a similar nature. His immediate supervisor will be the Assistant to the Director of Physical Plant. He must have the ability to maintain good working relations with his co-workers and supervisor.

4. Custodial Crew Leader

An employee in this class will be responsible to the Head Custodian and will receive written and verbal instructions from him.

The crew leader will work a smaller area and in addition will supervise custodial personnel working the same shift. He will spend approximately 50% of his time in a supervisory capacity.

He must be capable of performing all custodial operations. He must be able to receive and carry out instructions and be able to get along with the people he exercises supervision.

He may be assigned to other supervisory personnel by his supervisor to work outside the building or on special projects.

5. Mechanic and Equipment Operator

An employee in this class is responsible for the care and maintenance of all vehicles and all motorized equipment. He will report all defective equipment that can not be repaired here to his supervisor.

He will operate the heavier equipment when necessary and assist the Ground Maintenance Supervisor on approval from his supervisor. Snow removal is part of his job also.

He will perform electric and gas welding as part of his job.

He will be responsible to the Maintenance Supervisor.

He must have the ability to maintain good working relations with his supervisor, co-workers and general public.

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

6. Mechanical Maintenance Man

An employee in this classification will be responsible to the Engineer and will receive written and verbal instructions from them.

They will be required to operate the Boiler Room and it's accessories, the water filtration system, the sewage system, the plumbing system, the air-conditioning system and the air compressors without direct supervision on their shift.

They shall be capable of changing from one boiler to another on their shift, from one P.R.V. station to another, run and understand all water tests and take corrective action, weigh and mix chemicals used for treatment, run and understand all combustion checks and be able to take corrective action with fuel air ratio controls.

They will be expected to have a stationary fireman's license to cover this plant.

They shall know all operations of all control systems both electric and

pneumatic, to be able to make proper adjustments and corrections on their shift.

They shall know all safety devices on the boilers and be able to check them. Make a complete equipment check on their shift and observe this equipment in such a manner that will detect improper operation.

Be capable of following accepted work practices, also procedures in operating and routine maintenance on the above equipment.

Maintain proper log of operation and records of temperature, pressures, meter readings, chemicals used, etc.

Clean and paint the boiler and equipment room area.

Maintain good working relations with all people they come in contact with providing it does not interfere with his safety and properly carrying out the above duties and responsibilities.

He may be assigned to other supervisory personnel by his supervisors.

7. Head Groundsman

An employee in this class will share responsibility for maintenance and care of the grounds of the College. This includes the court area, the lawn and planting area, special landscaping features, parking lots, the periphery roads, and the access roads.

He must be familiar with machinery, how to operate it, and how to provide for its maintenance. He must know how to repair and maintain roads and parking areas. He will work with the grounds maintenance individual and be responsible to the Director of the Physical Plant.

He must have the ability to maintain good working relations with the persons he supervises, his supervisors and his co-workers.

8. Carpenter

An employee in this class will assist the Maintenance Supervisor. He

shall be experienced in the use of hand and power tools. He shall have the ability to perform preventative and corrective maintenance. He will at times assist other maintenance personnel.

He must be able to maintain good working relations with his supervisor, co-workers, faculty and administrative personnel.

9. Electrician

An employee in this class will assist the plant electrician. He shall be familiar with the tools of the electrical trade. He shall be familiar with electrical circuits and be able to assist the electrician in the more technical aspects of the electrical trade.

He must have the ability to perform preventative and corrective maintenance. He will at times assist the other maintenance personnel.

10. Engineer

An employee in this class will be responsible to the Plant Engineer and will receive written and verbal instruction from him. He will supervise the mechanical maintenancemen in their care of the mechanical equipment and instruct them in their daily operations. He will be expected to obtain a stationary engineer license to cover the plant and also he is expected to have proper certification to operate the domestic water system.

He must have the ability to understand, to maintain, and operate all the heating, cooling, ventilating, and mechanical equipment in the building. He shall make periodic checks on combustion efficiency, maintain boiler-room logs, and understand the water treatment program for boiler water, feed water, condensate and cooling water.

He will maintain and operate the pneumatic and electric control systems.

He must be able to maintain and operate the domestic water system

including the testing and treatment of the domestic water system.

He will operate the sewerage system.

He will maintain the plumbing equipment and fixtures and all piping located within the building including steam traps, relief valves, P.R.V. stations, and steam consuming equipment in the kitchen and classrooms.

He will be expected to maintain good working relations with the people he comes in contact with providing it does not interfere with his safety and properly carrying out the above duties and responsibilities.

He may be assigned to other supervisory personnel by his supervisors.

11. Painter

This employee's primary function will be as a painter in the Physical Plant Department. He will do all types of painting and refinishing including brush, spray, and roller painting on all types of surfaces.

This may or may not include field painting depending on the work load at the time. He will be responsible to the Maintenance Supervisor and will assist other personnel assigned to the maintenance supervisor.

He must have the ability to maintain good working relations with his supervisor, co-workers, and general public.

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

Appendix D Temporary Employees

It shall be the right of the College to hire temporary employees commonly referred to as students, whether or not they are during the time of work actually enrolled in school. Temporary employees will not replace full-time employees on a permanent basis.

It is understood that the provisions of the Agreement entered into do not apply to those temporary employees.

Appendix E. Free Tuition

Free tuition is granted to full-time employees and their spouses. The tuition charges are also waived for the children of full-time employees if the children are single, live at home, are under 21 years of age, and attend Delta College as full-time students. However, any class fees are still applicable.

Free tuition will also be granted to the children of Delta College personnel who become deceased while full-time employees of Delta College. In order to be eligible for free tuition at Delta, the surviving spouse must not have remarried and the children must be single, under 21 years of age and living at home.

September 8, 1972

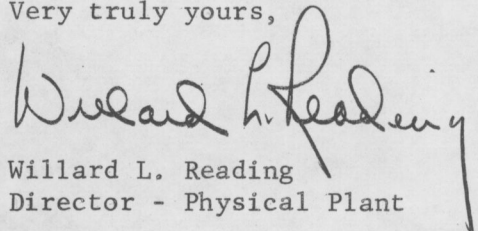
Mr. Willard Smith
President, Local 845
Council #55, AFSCME, AFL-CIO
1704 7th Street
Bay City, Michigan 48706

Dear Mr. Smith:

This letter will serve to inform you that Delta College will continue the policy for the term of this contract wherein all bargaining unit employees in the Physical Plant who are covered by the agreement between the parties will become eligible to submit a written request to the Director of Physical Plant for consideration of the application of the College policy with respect to the advance use or borrowing of sick leave for any illness or injury which may occur after the effective date indicated above.

It is understood that the final decision in such matters rests with the discretion of the administrative committee of the College which is responsible for such matters and that this policy is not subject to protest through the provisions of the grievance procedure. In addition to other provisions and procedures of this policy, an employee requesting such consideration assumes the complete responsibility for repayment of all liability that may be incurred, either by earning additional sick leave or by cash repayment equal to all such sick leave used in advance.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Willard L. Reading". The signature is fluid and cursive, with the first name "Willard" being more prominent.

Willard L. Reading
Director - Physical Plant

WLR:rw

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