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**LABOR AND INDUSTRIAL
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Michigan State University**

Grand Valley State College

A G R E E M E N T

Between

GRAND VALLEY STATE COLLEGE

And

INTERNATIONAL UNION

Of The

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,

And

COUNCIL 7

And Its

AFFILIATE LOCAL UNION NO. 1609

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Section 1.0 Agreement

This Agreement entered into this 24th day of July, 1967 between the Board of Control of Grand Valley State College (hereinafter referred to as the "College") and the International Union of the American Federation of State, County, and Municipal Employees (AFL-CIO) and Council No. 7 and its affiliate Local Union No. 1609 (hereinafter referred to as the "Union").

WITNESSETH:

Section 2.0 Recognition of Union

2.1 Legal Basis. The Michigan Labor Mediation Board having conducted a representation election on December 19, 1966, and the Michigan Labor Mediation Board having certified the Union as the exclusive bargaining agent for the employees described in Section 2.2 below (Case No. R 66 H13), the College does hereby recognize the Union as the exclusive representative of those employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

2.2 Description of Bargaining Unit. This Agreement shall be applicable for "all regular employees working in Custodial Services, Grounds Maintenance, and Building Maintenance of Grand Valley State College excluding from the foregoing all office and clerical employees, security employees and guards, students, temporary or casual employees, executives and supervisory employees". This is the description certified by the Michigan Labor Mediation Board.

2.3 Definition of Employee. The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean a person appointed by the College to work in a position included in the above described bargaining unit for an undetermined period of time, i.e. for a period of time not specifically limited in duration. The term "temporary employee" as used in this Agreement shall mean a person who has been appointed to work in a position included in the above described bargaining unit for a specifically limited (although renewable) period of time for the purpose of (1) completing a specific project, (2) filling in for regular employees who may be absent, or (3) augmenting the regular staff as required to meet conditions creating limited-term staff shortages. The term "probation" or "probationary employee" shall mean any employee who has served less than six (6) calendar months in College employment since his last employment date.

2.4 Representation. It is agreed that there are three operating districts in the bargaining unit which are presently identified as Grounds Maintenance, Building Maintenance, and Custodial Services. The College and the Union may change the members and/or redistrict the unit from time to time by mutual written consent.

Section 3.0 Responsibilities of Agreeing Parties

3.1 Union Responsibilities

3.1.1 Coercion, Intimidation, Solicitation. The Union agrees that it will not coerce or intimidate any employee regarding Union membership or activity subject to the provisions of Section 4.1. The Union agrees further that there shall be no solicitation of employees for Union membership, payment of dues, or conduct of Union business (unless specifically permitted herein) on the College's time.

3.1.2. Strikes and Interference. The Union and its officers and agents agree that they shall not authorize or conduct a strike against the College because the grievance and arbitration procedure herein provides an orderly procedure for settlement of disputes concerning the application of the terms of this Agreement and because it is not lawful for public employees to do so. The Union and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slow-downs, stoppages of work or in any acts of a similar nature which interfere with the orderly operation of the College. They also agree that they will not otherwise permit the existence or continuance of any of the above acts. In the event of a violation of the provision, the Union will take affirmative action to terminate and to remedy such violation.

3.1.3 Discrimination. The Union agrees that it will not, in any way in matters of membership, administration of Union affairs, or in the administration of this Agreement, discriminate against any employee because of his race, creed, sex or national origin.

3.2 College Responsibilities.

3.2.1 Retention of Rights. The College, by this Agreement, reserves and retains solely its management rights and functions except as they are clearly and expressly limited by this Agreement. Such rights, by way of illustration, include, but are not limited to (1) full and exclusive control of the management of the College, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces; (2) the right to change or introduce new or improved operation, methods, means, or facilities; (3) the right to hire, schedule, promote, demote, transfer, release, and lay off employees; (4) the right to suspend, discipline, and discharge employees for cause; (5) the right to subcontract such portions of the work which may be done by bargaining unit employees as the College deems to be in the best interest and to otherwise maintain an orderly, effective and efficient conduct of its affairs. In no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as a result of outside contracting or sub-contracting in an operational district of the College. In the event of a permanent closedown of an operation, a special conference on the matter will be arranged by the College. The College agrees not to "lock-out" the employees during the term of this Agreement.

3.2.2 Discrimination. The College agrees that it will not, in any way in matters of employment, promotion, demotion, and assignment, discriminate against any employee because of his race, creed, sex, or national origin.

3.2.3 Aid to Other Unions. The College will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization regarding employees in this bargaining unit for the purpose of undermining the Union.

Section 4.0 Union Membership and Dues

4.1 Union Membership

4.1.1 All present employees covered by this Agreement and employees hired, re-hired, reinstated or transferred into the bargaining unit shall become members of the Union within one month after the effective date of this Agreement or their employment date, whichever is later, and shall continue such membership as a condition of employment, provided, however, that in cases where a new employee has a strong personal conviction against such membership and documents his conviction on a form provided by the College for this purpose, this provision shall not then apply to that employee. A copy of the employee's statement will be forwarded to the Local Union President and the Secretary-Treasurer of Council 7, AFSCME. Any disputes concerning the documented statement shall be a proper subject for a special conference. It is further agreed that neither the College nor any of its staff will in any way attempt to influence a present or future employee in a decision on this matter.

4.1.2 For purposes of these sections, employees shall be deemed to be members of the Union if they are not more than sixty (60) days in arrears in payment of membership dues.

4.2 Check-off of Union Dues

4.2.1 Authorization for check-off. The College will honor voluntary dues deduction authorizations submitted in writing to the College on a form provided for this purpose. The College and the Union shall develop such a form which shall clearly identify the purpose, the amount and the frequency of the deduction. Deduction authorizations shall be effective in the next pay period when a deduction would normally be executed providing the authorization form is received by the College before that pay period begins. All deductions shall be made by the College during each pay period and only for those employees who have signed the payroll deduction form and who receive pay checks at that time. The total amount of dues deduction shall be sent to Michigan State Employees Union, Council 7, AFSCME - AFL-CIO, as soon as practicable after the deductions are made. The College shall have no responsibility for the collection of initiation fees, special assessments, or any other deductions, nor for collection of membership dues, except as provided herein.

4.2.2 Cancellation of check-off. An employee may cancel his payroll deduction authorization at any time by written notification to the College on a form provided by the College for this purpose. The cancellation shall then be effective the next following pay period for which the normal deduction would have been made.

4.2.3 Provision of lists. The College agrees to provide to the Union each month a list of employees for whom deductions were executed.

4.2.4 Limit of College's Liability. The College shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions under an authorization as provided above made from wages earned by employees.

4.2.5 Disputes. Any dispute concerning an employee's membership in the Union and/or the execution of the terms of this Section shall be a proper subject for a special conference.

4.3 Provision of Lists. The College agrees to supply to the Union's agent upon written request the names of the persons working in regular positions included in the bargaining unit, except that such listings shall not be requested more frequently than one (1) time during any sixty (60) day period.

Section 5.0 Conferences

5.1 Special Conferences. Special conferences for important matters may be arranged between the Local President and the College or its designated representative upon request of either party. Such meeting shall be between at least two representatives of the College and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, except by mutual agreement to change the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by two (2) representatives of the Council and/or a representative of the International Union. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

5.2 Complaint Procedure. If an employee has a complaint which is not a proper subject for a grievance under the grievance procedure, he may discuss it with his immediate supervisor.

He may submit the complaint in writing. If necessary, he may also discuss the complaint with the Superintendent of Buildings and Grounds. If necessary, he may also discuss the complaint with the Director of Personnel (or his representative). The employee may have the assistance of his steward in presenting his complaint. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than five (5) calendar days, unless the time for an answer is extended by mutual agreement. If the employee and the Union are dissatisfied with the answer of the Director of Personnel (or his representative) they may request a Special Conference.

Section 6.0 Grievances

6.1 Definition. Grievances within the meaning of the grievance procedure and the arbitration clause shall consist only of disputes about the interpretation or application of this Agreement and about alleged violations of this Agreement.

6.2 Procedure. When an employee has a complaint, he and/or his steward shall consult his supervisor no later than ten (10) calendar days from the date of the occurrence. The supervisor shall answer the complaint orally no later than one (1) calendar day from the consultation. If the employee is not satisfied with the supervisor's answer, he may file a formal grievance as follows:

Step 1. The steward shall submit the grievance in writing on the prescribed form to the supervisor no later than ten (10) calendar days from the supervisor's oral answer. The grievance shall be signed by the employee and his steward and shall identify the Section of this Agreement alleged to have been violated. The supervisor shall then arrange for a meeting no later than one (1) calendar day after receipt of the grievance, at which time the formal grievance may be presented. The steward may be present at this meeting if the employee requests. The supervisor shall prepare a written answer to the employee on the prescribed form no later than three (3) calendar days from the meeting. If the steward and the employee are not satisfied with the answer, he may present the grievance at Step 2.

Step 2. The steward shall submit the grievance on the prescribed form to the Superintendent of Buildings and Grounds (or his designated representative) no later than five (5) calendar days from receipt of the supervisor's written decision. The steward and the employee shall again sign the grievance. The Superintendent of Buildings and Grounds (or his designated representative) shall then arrange for a meeting no later than three (3) calendar days after the receipt of the grievance. The steward, in presenting the grievance, may require the presence of the aggrieved employee. The Superintendent of Buildings and Grounds (or his designated representative) shall prepare a written answer to the steward on the prescribed form no later than three (3) calendar days from the meeting. If the steward and the employee are not satisfied with the answer, they may present the grievance at Step 3.

Step 3. The Chief Steward shall submit the grievance on the prescribed form to the Director of Personnel (or his designated representative) within five (5) calendar days from the receipt of the Superintendent's written answer. The Chief Steward and the employee shall sign the grievance. The Director of Personnel (or his designated representative) shall then arrange a meeting to be held during the College's business hours and within three (3) calendar days from the receipt of the grievance. The Chief Steward may elect to obtain assistance in his formal presentation from the steward and/or not more than two (2) other Union staff representatives. The Director of Personnel (or his designated representative) may elect to have other representatives at the meeting. The Director of Personnel (or his designated representative) shall prepare a written decision on the prescribed form no later than seven (7) calendar days following the meeting.

6.3 Pre-arbitration Conference. If the Local Union is not satisfied with the answer at Step 3, it shall notify Council #7 of its dissatisfaction and the Council may then contact the Director of Personnel in writing within ten (10) calendar days from the Chief Steward's receipt of his written answer and request that a Pre-arbitration Conference be scheduled for the purpose of re-stating the Union's and the College's positions. Such conference shall be scheduled to occur within twenty (20) calendar days of receipt of the answer at Step 3. Union participants in this Conference shall be limited to the Chief Steward, Local President and representatives from Council #7 and/or the International Union. College participants in this conference shall include at least one person other than the College representatives who answered the grievance at a previous step.

6.4 Arbitration. If the employee and the Union wish to request arbitration, they shall do so in writing no later than thirty (30) calendar days from receipt of the answer at Step 3. Controversies referred to arbitration shall be limited to those concerning compliance with the terms of this Agreement. The arbitrator is to be selected by mutual agreement by the College and the Union. This selection shall be made within ten (10) calendar days from the date of the request for arbitration. In the event they cannot agree upon an arbitrator within that time, the arbitrator shall be selected by the American Arbitration Association. 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 College or the Union, nor shall he exercise any responsibility or function of the Employer or the Union. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the College and the Union except those expenses associated with compensating the representatives and witnesses. If either party desires a record of the proceedings, it may obtain same at its own expense, and a copy must be provided to the other party. There shall be no appeal from an arbitrator decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any arbitrator.

6.5 Investigation and Representation

6.5.1 The Local President (or his designated representative) shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the Local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference.

6.5.2 The Chief Steward (or his designated representative) shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the Chief Steward or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Chief Steward or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Chief Steward or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference.

6.5.3 The District Steward (or his designated representative) within his own district shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the District Steward (or his designated representative) within his own district to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the District Steward (or his designated representative) within his own district leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the District Steward (or his designated representative) within his own district will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference.

NOTE: All grievances shall be considered settled if they are not filed at the next step in accordance with the prescribed time limits and on the prescribed form. The time limits stated in this Section may be extended by mutual consent.

Section 7.0 Discharge or Discipline

7.1 Notice of Discharge or Discipline. The College agrees to notify in writing the District Steward promptly upon the discharge or discipline of any employee in his district. A 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.

7.2 Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a grievance shall be presented in writing as provided in the grievance procedure. In cases of discharge, the grievance shall advance to Step 3 of the grievance procedure immediately and the Director of Personnel will review the discharge and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the grievance may be handled according to the provisions of Sections 6.3 and 6.4 herein.

7.3 Responsibility. Maintenance of discipline is primarily a responsibility of the College and disciplinary action shall be taken for any act which interferes with the orderly and efficient administration of the College, including violation of this Agreement and violation of the College's Rules and Regulations. The Rules and Regulations of the College shall be published and issued to each employee or posted on bulletin boards. It is understood that the Rules and Regulations include any illegal act.

Section 8.0 Seniority Provisions

8.1 Definition. For purposes of this section "seniority date" shall mean the day on which an employee last began employment in a district as a regular employee, even though in a probationary status. The districts are Custodial Services, Building Maintenance and Grounds Maintenance. For purposes of vacation, sick leave, the retirement plan and other staff benefits earned by employment service, the provisions of the sections of this Agreement which provide for the benefits shall determine the necessary service duration for each benefit.

8.2 Determination of Seniority. Seniority records shall be maintained by the College and shall be based on the employee's seniority date. In the event of an employee's reassignment from one district to another, the employee's seniority in the new district shall begin accumulating from the effective date of the reassignment and he shall retain his

earned seniority in the former district for not longer than one year. After the employee has worked for one year in the district to which he was reassigned, seniority earned in the former district shall be excluded from seniority lists. In no case shall an employee accumulate seniority in more than one district at one time. Not more frequently than once each sixty (60) days upon written request, the College will furnish to the designated Union representatives, a copy of the names of the person with the next earliest seniority date, listing second the name of the person with the next earliest seniority date, and so on until the names of all persons in that district are listed. The College shall maintain current records on seniority for use in the application of these provisions and they shall be available whenever a Union representative shall raise a question of seniority. Such lists and records shall also show the job title and latest employment date with the College for each person.

8.3 Loss of Seniority. An employee shall lose his seniority if:

- A. He retires, is discharged for just cause or quits (an employee shall be considered to have quit on his last day of work if he is absent from work for three or more consecutive working days without an acceptable reason or with an acceptable reason but without notifying his supervisor unless the employee is prevented from giving such notice by some causes beyond his control);
- B. He does not return to work upon expiration of a leave of absence;
- C. He fails without approved reason to return to work from layoff within ten (10) calendar days after being notified of recall by the College;
- D. He has been on layoff for a period longer than six (6) months;
- E. He has been reassigned to another district and works in that district for a period of one year as provided in Section 8.2;
- F. He has been reassigned to a non-bargaining unit position with the College.

8.4 Application of Seniority. Seniority shall be the controlling factor in the following situations:

A. Lay offs. When employees are laid off because of lack of work, the employee with the latest seniority date in the applicable district shall be laid off first, the employee with the next latest seniority date second, and so on, provided that those remaining at work have the ability to do the work which is available.

B. Recalls. When employees are recalled from lay off because of the availability of work in their district, the laid off employee with the earliest seniority date shall be recalled first, the laid off employee with the next earliest seniority date second, and so on, provided that they have the ability to do the work which is available.

C. Job Vacancies. Determinations with respect to the filling of job vacancies shall be based on the earlier seniority date when two or more persons are equal in their qualifications for the vacancy. Job vacancies shall be posted for a period of at least five (5) calendar days in a conspicuous place in the work area. Jobs may be temporarily filled before a permanent assignment is made. The job shall be filled from within the district if a qualified employee from that district signs the job posting. If no qualified employee from the district signs the posting then it shall be filled by a qualified employee from another district. If no qualified employee signs the job posting it may be filled by a new employee.

D. Reassignment to a lower classification. When, because of a reduction in work forces, it is necessary to assign an employee to a lower classification, the determination shall be based on the later seniority date when two or more employees in the district are equal in their qualifications to retain the higher position.

E. Vacations and Optional Leaves of Absence. In the event two or more employees apply for simultaneous vacations or leaves of absence for reasons within the control of the employee during the same period of time and if the work requirements do not permit such vacations or leaves of absence, preference shall be given to the affected employees on the basis of the earlier seniority date.

F. Shift Preference. Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee is qualified for the opening. A shift preference may be exercised not more than once every six months.

8.5 Non-applicability to Probationary Employees. While probationary employees may be included in seniority listings, and while the provisions of this section may be applied, and while the Union shall represent probationary employees for purposes of this Agreement, nothing herein shall be construed so as to require the College to apply seniority provisions regarding probationary employees.

8.6 Seniority of Stewards. Notwithstanding their position on the seniority list, Stewards and the Chief Steward shall in the event of a layoff due to a lack of work or subsequent recall be offered work in their district if there is a job in their district for which they are qualified. The foregoing shall not apply to overtime work or to any new job openings.

8.7 Seniority of Officers. Notwithstanding their position on the seniority list, the President, Financial Secretary, and the Recording Secretary of the local union shall, in the event of a layoff due to a lack of work or subsequent recall, be offered work in their respective districts, provided they are able to perform an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this College. This shall not apply to overtime work or to any new job openings.

Representatives declining available jobs under either of the foregoing paragraphs will be required to wait their normal recall date according to their given seniority date.

Section 9.0 Working Hours

9.1 Definitions

A. Regular Week. A regular work week shall consist of 40 hours per calendar week which shall normally consist of 5 days of eight (8) hours each. Other working schedules may be arranged by the College to reflect requirements peculiar to the task being performed.

B. Shift. A shift normally consists of an eight and one-half hour time period of which one-half hour shall be used for a lunch period without compensation. Insofar as it is practicable, the first shift shall begin at 7:30 a.m. and end at 4:00 p.m.; the second shift shall begin at 3:00 p.m. and end at 11:30 p.m.; the third shift shall begin at 11:30 p.m. and end at 7:30 a.m. The College reserves the right to assign and schedule shifts.

9.2 Rest Breaks. Each employee who works more than an eight (8) hour shift shall be entitled to a rest break of 15 minutes at or near the midpoint of each consecutive 4 hour period worked as scheduled by the College. Such rest breaks may not be accumulated from one 4 hour period to another. Such breaks shall be taken at the place in which the employee is working.

9.3 Wash-up Time. Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

Section 10 Monetary Compensation

10.1 Basis for Pay. Employees shall be paid in accordance with the Compensation Schedule which is attached as Appendix A. An employee's rate shall be determined based on his position title and the step within the grade to which that position is assigned. The employee's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other staff benefits.

10.2 Merit Increases. The employee shall be eligible for a merit increase at the completion of the probationary period. The employee shall receive a merit review annually thereafter until he reaches the maximum in that classification. Additional merit reviews may be designated especially following promotions. All rate adjustments shall be based on meritorious service. Merit review action shall be subject to the complaint procedure. When merit increases are recommended, they shall be effective with the beginning of the pay period following the date of the merit review.

10.3 Promotions. Employees shall receive an increase in rate on the date of promotion but their rate must be established at no less than the minimum rate in the new grade.

10.4 Reassignment to a Lower Classification. Employees may be subject to a decrease in rate if they are re-assigned to a position in a lower compensation grade.

10.5 Payment. All compensation shall be based only on time worked or the application of appropriate staff benefits. Employees shall receive pay checks bi-weekly no later than the middle of the second week following the completion of a bi-weekly pay period. Deductions from that check shall include only items authorized in writing by the employee or required by the law.

10.6 Overtime Pay. All employees shall be eligible for overtime pay at the rate of one and one-half times their base rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The assignment of overtime within each classification shall be reasonably equalized to the extent that the employee is familiar with the work to be done. An up-to-date list showing overtime hours will be posted in a prominent place on or before the 15th of October and April each year.

10.7 Emergency Duty. An employee reporting for emergency duty at the College's request and for which he had not been notified in advance and which is outside of and not continuous with his regular work schedule, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of one and one-half times his regular base rate. An employee who reports for scheduled work when no work is available will receive three (3) hours pay at his regular base rate of pay.

10.8 Shift Differential. Employees who work on the second or third shift shall receive, in addition to their base rate of pay, five cents (5¢) per hour and ten cents (10¢) per hour respectively, additional compensation. Such differential is to be added to the total wages and does not increase the base rate of pay and will be paid for all hours worked on a shift. A person shall be deemed to be working on the shift in which the majority of his hours worked fall on that day.

10.9 Premium Pay. In no case shall premium pay be paid twice for the same hours worked.

Section 11 Leaves of Absence

11.1 Definition. A leave of absence is an approved absence from College employment for more than one month without compensation. Absences for less than one month shall normally be considered as loss of time and are subject to supervisor's approval.

11.2 Leaves of Absence Without Pay. A leave of absence without pay may be granted to an employee for personal reasons for a period up to six (6) months. A request for a leave of absence shall be submitted in writing stating the reasons for the request. The conditions under which the leave of absence is granted shall be specified in writing by the College. If the employee's job is not held open during the leave period, he shall be eligible to return to the next position open provided he is qualified. Failure to return at the expiration of the approved leave of absence shall result in termination of employment. The employee's merit review date shall be adjusted accordingly for each full month of absence. The employee may continue his group insurance at his own expense if he arranges a prepayment for the leave of absence period. Employees may elect to have their accumulated vacation retained in their account pending their return or termination. Vacation or sick leave benefits shall not accrue during the leave period although the previous balance will be maintained.

11.2.1 Military Leaves of Absence. Upon application, a military leave of absence without pay will be granted to employees who are inducted through Selective Service or voluntary enlistment, or those called through membership in the National Guard or reserve component into the Armed Forces of the United States. Credited service for military service shall be determined by the retirement plan.

11.2.2 Educational Leaves of Absence. Leaves of absence may be granted up to six (6) months under the above provisions only if the course work would be beneficial to both the College and the employee.

11.2.3 Maternity Leaves of Absence. An employee with at least two (2) years of employment may be allowed a leave of absence for pregnancy for a period not to exceed six (6) months. The College may require a physician's statement concerning the expected date of delivery and whether it would be injurious to the employee's health to work. Provided that in the judgement of the College she can safely and adequately perform her work during pregnancy, she may remain at work through the seventh month of pregnancy but no longer.

11.2.4 Leave for Union Business. A member of the Union selected by the Union to do work which takes him from his employment with the College may (notwithstanding the six (6) months limitation stated above), at the written request of the Employee receive a leave of absence without pay for a specified period not to exceed two (2) years. Upon expiration of his leave of absence he shall be returned to his former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination before returning to work.

11.3 Absence with Full or Partial Compensation

11.3.1 Pay for Military Duty. An employee who loses time from work during his regular schedule of hours because of military training as a reservist or National Guardsman, not exceeding four (4) weeks per year, shall be paid the difference between his military pay and his regular pay.

11.3.2 Pay for Jury Duty. An employee who loses time from work during his regular schedule of hours because of jury duty shall be paid the difference between his pay for jury duty and his regular pay. An employee temporarily excused from attendance at court shall report for work during the excused period if normally scheduled.

11.3.3 Union Education Leave. An employee who is elected or selected by the Union to attend educational classes conducted by the Union shall be paid his regular base rate of pay for hours scheduled to work for that day. This provision shall be limited to two (2) employees at any one time for a combined total of ten (10) working days in any contract year beginning July 1, 1967. Such absences under this section shall be approved upon not less than two (2) working days notice to the employee's supervisor provided that the employee's absence will not unreasonably interfere with the College's operations.

11.4 Medical Dispute. In the event of a dispute involving an employee's health as it affects his ability to perform his job on his return to work at the College from a layoff or leave of absence of any kind, and if the employee is not satisfied with the determination of the College physician, he may submit a report from a medical doctor of his own choosing at his own expense. If the dispute still exists, at the request of the employee, the College physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the College and the employee, and the decision of such third party regarding the employee's health as it affects his ability to perform his job will be binding on both parties. The expense of the examination by the third party shall be shared equally by the College and the employee.

Section 12 Staff Benefits

12.1 Holidays. The approved holidays as listed below, including the Friday preceding any such holiday which falls on a Saturday and the Monday following any such holiday which falls on a Sunday are holidays for the purposes of this Agreement. The approved public holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, and any other day which by reason of special circumstances is declared by the President of the College to be an approved holiday of the College. The College will continue its practice of excusing employees from 1:00 p.m. to 3:00 p.m. for the purpose of attending church services on Good Friday. However, Good Friday shall not be a holiday as used herein.

12.1.2 If an approved holiday falls on a day when an employee is scheduled to work and he does work as scheduled, in addition to his holiday pay he will be compensated at his regular hourly rate for all hours worked on the holiday.

12.1.3 An employee will be eligible for a holiday with pay, provided:

- A. he is a regular or probationary full-time employee on the day of the holiday;
- B. he worked all of the hours of his last scheduled work day prior to and his next scheduled work day after the holiday unless excused by his supervisor;
- C. he is not on leave of absence or lay off at the time of the holiday;
- D. he worked on the holiday if scheduled to work on that day, unless excused by his supervisor.

Holiday pay shall be for eight (8) hours at the employee's regular hourly rate.

12.2 Vacation

12.2.1 Allowance and Accrual. Regular, full-time employees earn one quarter day vacation allowance with each week on pay status during each of the first two full calendar years of uninterrupted employment service with the College. Probationary employees shall earn vacation allowance at the same rate but shall not be eligible to use such allowance until the probationary period is completed. Thereafter, an additional day per year is added with each calendar year of uninterrupted employment with the College, except that the number of days earned in any single calendar year shall not exceed twenty (20) days. Unused vacation time may be carried over into the next calendar year providing the number of days carried over does not exceed the days earned the preceding year.

12.2.2 Use of Vacation Time.

- A. Vacation time may be used as soon as an employee has completed his probationary employment period.
- B. Vacation time shall be taken at the convenience of the operating unit in which the employee works. It shall be, however, the College's responsibility to ensure the employee an opportunity for full vacation time off. Not fewer than one-half the days earned in a calendar year must be taken consecutively. If the employee requests to use up to ten (10) consecutive vacation days, however, his request shall normally be approved.
- C. A request for the use of vacation days shall generally be submitted at least five (5) days in advance of the beginning of the vacation time.
- D. Employees shall receive compensation for accrued but unused vacation time upon leaving the employment of the College in good standing provided that the employee gives at least two (2) weeks notice of his intention to leave.
- E. Employees who have exhausted sick leave benefits and who have not yet returned to work because of the illness or injury shall thereafter be credited with the use of vacation time unless the College is otherwise notified by the employee.

12.3 Sick Leave

12.3.1 Accrual. Regular full-time employees earn one quarter day sick leave allowance with each week on pay status. Unused sick leave accrual shall not exceed 75 working days.

12.3.2 Usage.

- A. Sick leave may be used when an employee is incapacitated by illness or noncompensable accidental injury to such an extent that he is unable to perform his scheduled work or that would make it unsafe or unwise for him to expose others to his condition.
- B. Sick leave may be used for absences required by the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters and other direct descendants). Except when such illness or injury is of a very serious nature, employees shall not use more than two days accrued sick leave for this purpose.
- C. To the extent that time is required for medical or dental appointments, sick leave may be used. Employees shall attempt to make such appointments at times that minimize interruption of their working schedule.

- D. Absences required by the death of a member of the immediate family (as defined under paragraph B above) may be charged to sick leave, up to a maximum of 5 days. A maximum of one day may be charged to sick leave to attend the funeral of a relative. Arrangements to attend the funeral of a fellow employee may be made with the respective supervisors. For this purpose, a maximum of four hours of accrued sick leave may be used.

12.3.3 Miscellaneous Provisions.

- A. The employee's supervisor must be notified at the time sick leave is used and shall be informed by the employee periodically throughout the absence from work. Failure to do so may result in disciplinary action such as loss of sick leave benefits for that illness or loss of seniority.
- B. If requested by the College, acceptable proof shall be furnished that the absence from work is due to one of above included reasons. Any employee taking five or more consecutive days of sick leave shall provide a doctor's certificate substantiating the cause of the leave or a suitable substitute for any such certificate.
- C. Employees engaging in other employment or profit making activities while ostensibly ill or injured may lose rights to sick leave benefits and rights to continue as an employee of the College.
- D. An employee who suffers injury compensable under the Workmen's Compensation Act shall be paid the difference between his regular wages and payment received under the provisions of the law. Payments paid in addition to those paid under the law shall be charged proportionately to accrued sick leave and shall be paid only to the extent that sick leave is accrued.

12.4 Hospital, Medical and Life Insurance. The College shall continue to make available a group hospitalization, medical and life insurance program under which employees may elect to have their dependents, if any, covered by authorizing payroll deductions to pay for the dependents' cost. An employee may participate at no cost for his coverage.

12.5 Retirement. Employees of the College shall be eligible to participate in the existing retirement plan for classified employees of the College.

12.6 Uniforms. The College agrees to provide without cost to the employees working uniforms comprised of trousers and shirts which they shall be required to wear during their working hours.

12.7 Workmen's Compensation. Employees of the College shall be entitled to benefits as required under the Workmen's Compensation Act. Employees, within 24 hours of an accident, whether or not medical care or absence from work seems necessary, shall report such incident to their supervisor.

Section 13 Miscellaneous Provisions

13.1 Other Work Assignments. It is agreed that employees at the College may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification. It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the College to utilize the talents and services of regular full time employees during normally slow periods.

13.2 Bulletin Boards. The College will provide enclosed, lockable bulletin boards at each time clock location for the exclusive use of the Union for posting notices of the following types:

- 1) Notices of official recreational and social events.
- 2) Notices of elections.
- 3) Notices of results of elections.
- 4) Notices of meetings.

Use of other bulletin boards of the College by the Union shall be subject to the general rules and regulations of the College regarding the use of bulletin boards. In no event shall the Union post notices of a political nature on College bulletin boards. All notices shall be submitted to the supervisor for approval and posting. The key to the locks on the boards shall be kept in the custody of a supervisor.

13.3 Stewards. Each operating district shall be represented by no more than one (1) steward or his alternate steward, who shall be regular employees assigned to that district. The stewards may, with prior approval from their supervisor, investigate and present legitimate grievances of employees in their district to the College during their regular working schedule without loss of pay. Stewards shall perform their regularly assigned work at all times unless permission is expressly given by their supervisor to administer grievances in which case the time must be devoted only to the proper handling of such grievances. Stewards may investigate or present grievances at times other than during their regular working schedule without compensation. The Union shall advise the College of any change in steward assignments when necessary.

13.4 Bargaining Committee. Each operating district shall be represented on the Union's bargaining committee by the Local President, from his district, and by not more than one (1) regular employee from the other two (2) districts. Such committee may also include representatives from Council 7 and/or the International Union.

Section 14 Ratification, Termination and Modification

14.1 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 midnight July 11, 1967, and the International Union and its Local Union will recommend to the employees that it be ratified.

14.2 Termination and Modification. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1968.

14.2.1 Termination. 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 termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws 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.

14.2.2 Modification. 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, give written notice of amendment, in which event the notice of the 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 this paragraph, this Agreement may be terminated by either party on ten (10) day's 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.

14.3 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Michigan State Employees Union, Council 7, Lansing, Michigan, and if to the College, addressed to Director of Personnel, Grand Valley State College, or to any such address as the Union or the College may make available to each other.

14.4 Effective Date. This Agreement shall become effective as of July 2, 1967.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date signed: July 24, 1967

Michigan State Employees Union

/s/ Gerald L. Nelson
/s/ Charles Minner

Board of Control of Grand Valley State College

/s/ Kenneth VerBurg, Assistant Secretary

APPENDIX A

COMPENSATION SCHEDULE

<u>Grade</u>	<u>A</u>	<u>B B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	1.85	1.94	2.04	2.14	2.25	2.36
2	1.94	2.04	2.14	2.25	2.36	2.48
3	2.04	2.14	2.25	2.36	2.48	2.60
4	2.14	2.25	2.36	2.48	2.60	2.73
5	2.25	2.36	2.48	2.60	2.73	2.87
6	2.36	2.48	2.60	2.73	2.87	3.01
7	2.48	2.60	2.73	2.87	3.01	3.16
8	2.60	2.73	2.87	3.01	3.16	3.32
9	2.67	2.80	2.94	3.09	3.24	3.40

<u>Job Title</u>	<u>Grade</u>
Boiler Operator	9
Custodian I	1 (Step C)
Custodian II	2 (Step C)
Custodian III	3 (Step C)
General Tradesman I	7
General Tradesman II	8
Groundsman I	5
Groundsman II	7
Motor Vehicle Operator	7
Receiving Clerk	6