

10/30/73

Grand Valley State College

A G R E E M E N T

between

ARA-SLATER SCHOOL & COLLEGE SERVICES,
UNIT #1857 (GRAND VALLEY STATE COLLEGE)

and

ARA CHAPTER (GVSC) LOCAL 2074

10/31/70 through 10/30/73

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AGREEMENT

This Agreement, entered into this 31st day of October, 1970, between ARA-Slater School & College Services, Unit #1857 (Grand Valley State College) (hereinafter referred to as the "Company") and Local Union #1609 and Council 7 of the International Union of the American Federation of State, County and Municipal Employees (AFL-CIO) (hereinafter referred to as the "Union").

ARTICLE 1 - DECLARATION OF PURPOSE

The purpose of this Agreement is to insure industrial peace by setting forth herein rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties hereto recognize that only with mutual understanding, harmony and cooperation among employees, and between employees and Company, and with uninterrupted operation, it is possible to conduct the Company's business with the economy and efficiency indispensable to its existence and to the best interest of its employees, clients and customers. To these ends the Company and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agency for the regular hourly-rated employees employed by the Company at Grand Valley State College. This Agreement shall not be construed to extend to or affect in any way any other phase of the Company's business. Specifically excluded from the bargaining unit are all students, clerical (who have access to or work with confidential material), management and supervisory employees. The term "employee" or "employees" shall not be construed to include any other employees of Company in any of the Company's other divisions, branches or units.

In the event of the need for new or modified classifications, the Company and the Union agree to meet to determine whether or not such new or modified positions are to be a part of the bargaining unit, and if so, the wage rate schedule.

ARTICLE 3 - UNION MEMBERSHIP

All present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall become members of the Union within one (1) month after the effective date of this Agreement or their employment, whichever is later, and shall continue such membership in good standing as a condition of employment.

ARTICLE 4 - CHECK-OFF

The Company agrees to deduct from the pay of each regular employee on a monthly basis, monthly Union dues (and initiation fees for new employees if and when instituted) on the basis of individually signed voluntary check-off authorization cards delivered by the Union to the Company. Such check-off authorization cards shall be in the following form:

MICHIGAN STATE EMPLOYEES UNION COUNCIL NO. 7, AFSCME (AFL-CIO)
805 W. Allegan St., Lansing, Michigan 48915
Authorization for Representation and Payroll Deduction

BY:.....
(Print Last Name First Middle)

TO:.....Local:.....
(Department, Institution, Agency, or Commission)

I hereby desire to be represented by the American Federation of State, County and Municipal Employees, AFL-CIO, and/or its appropriate affiliate as my exclusive bargaining agent in all matters affecting my wages, hours and other conditions of employment.

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ the sum of: (\$ _____).

This sum shall be paid to the Michigan State Employees Union Council No. 7, and is payment of my union dues. Consent is additionally hereby given to increase or decrease the specific named sum above to that of any amount determined by official convention action of the Michigan State Employees Union Council No. 7 in accordance with the provisions of its Constitution, or by official constitutional action of my local union.

Signature _____

Address _____ City _____ Zip _____

Deductions for any calendar month shall be remitted by the Company to the designated Secretary-Treasurer of Council 7 as soon as possible after the 1st of the month.

The Company shall not be liable to the Union for other than actual deductions from the wages of employees made in accordance with the Union Membership Clause of this Agreement.

The Union shall be responsible for any necessary refunds to the employee.

ARTICLE 5 - MANAGEMENT RIGHTS

The management of the unit and the direction of the employees, including but not limited to the establishment and modification and enforcement of unit rules, the right to hire, suspend for proper cause, promote, demote, transfer, discharge for proper cause, and the right to lay off for proper cause is vested exclusively in the Company, except as abridged by this Agreement. The establishment or modification of operating standards, quality of operation standards, quantity and quality of production and workmanship, methods and schedules of operation, assignment of work to be accomplished on each job is reserved for Company. In the event of change of equipment or decrease in the volume of the work to be done or the subcontracting of any of the work to be done, Company shall have the right to

reduce the working force if, in the sole judgment of Company, such reduction of force is required, and nothing in this Agreement shall be construed to limit or in any way restrict the right of Company to adopt, install or operate any new or improved equipment or methods of operation. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Company except as expressly limited by the terms and conditions of this total agreement. Disputes arising out of the exercise of these rights are subject to the Grievance and Arbitration Article.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sitdown, stay-in, walk-out, slowdown, stoppage or curtailment of work, illegal picketing or willful interference with work or receipt or shipment of materials. There shall be no lockout of employees by the Company. Rather, the Grievance and Arbitration procedure as delineated in Article 37 shall be used in resolving differences and disputes.

ARTICLE 7 - SENIORITY

The seniority of an employee is defined as the employee's continuous length of unbroken service with the Company.

An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his seniority shall cease upon:

- A. Discharge for proper cause;
- B. Voluntarily quitting;
- C. Unauthorized absence for three (3) working days unless excused by the Company by reason of an approved Leave of Absence, illness, disability, or other reasonable cause;
- D. Failure to return to work upon the termination of an approved Leave of Absence;
- E. Failure of an employee to return from lay-off within three (3) working days after having been notified in writing by certified or registered mail sent to the employee by the Company to the employee's last known address appearing on the Company records.

Lay-offs and recalls will be governed by seniority as defined above, but such lay-offs and recalls shall be by job classification as outlined in Appendix A. Therefore, the employee within a job classification who has the least amount of seniority shall be laid off first and the employee within a job classification who has the greatest amount of seniority shall be the first to be recalled from lay-off. This lay-off and recall procedure is subject however to the mutual understanding that the employees remaining active following a lay-off and the employees recalled from lay-off must be qualified by virtue of demonstrated ability to perform the available jobs in a manner wholly acceptable to the Company.

Senior qualified employees shall have preference in being placed on higher paying permanent jobs as such jobs become available. A description of such available jobs will be posted on the bulletin board in each location. Employees interested in being considered for higher paying jobs must submit a written request to the Manager in order to be considered. The position will be given to the most senior qualified employee for a trial period of no more than thirty (30) days and will be permanently granted the position upon successful completion of the trial period. If unsuccessful, employee will be returned to their former position within the 30-day trial period. Temporary openings or permanent openings not as yet filled as specified above may be filled in any manner acceptable to the Company.

Notwithstanding their position on the seniority list, stewards, officers and Union's bargaining committee shall possess super seniority. In the event of a lack of work lay-off, they shall be offered work within their respective districts, provided they are fully able to perform all elements of an available job and that such ability is either mutually recognized by the parties or is based upon a period of satisfactory experience in the job classification. The Union shall be responsible for furnishing to the Company a complete list of the employees qualified for super seniority and updating this list as changes occur. Such list will also include the title of the Union position held.

Within ten (10) calendar days after the date of the execution of this Agreement, the employer will post a unit-wide seniority list on the appropriate bulletin boards. The employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards at three (3) month intervals following the initial posting. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first names.

ARTICLE 8 - DEFINITION OF EMPLOYEES

Regular Full-Time Employees

An employee, who is not a student of the College, has been hired on a permanent basis, has completed his probationary period, and is scheduled more than twenty (20) hours per week.

Regular Part-Time Employees

An employee, who is not a student of the College, has been hired on a permanent basis, has completed his probationary period, and is scheduled twenty (20) hours per week or less.

Probationary Employees

An employee who is not a student of the College, who is working within the sixty (60) consecutive working day probationary period.

Student Employee

It is recognized by the Union that, as a matter of policy, ARA at the request of the College, is committed to provide work opportunities for students, who by definition are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. However, it is understood and agreed that student help will not be used to deprive regular employees of work normally performed by members of the bargaining unit.

ARTICLE 9 - NEW EMPLOYEES

New employees shall remain probationary until after completion of sixty (60) days worked from the date of last hiring. Upon completion of sixty (60) days worked, such employees shall have seniority status from the date of last hiring. Probationary employees shall have no seniority rights during this period. Their employment may be terminated at any time for just cause. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure.

ARTICLE 10 - SUSPENSION - DISCHARGE

The Company agrees that an employee should not be pre-emptorily discharged, but that, in all instances in which the Company may conclude that an employee's conduct may justify suspension or discharge such employee shall first be suspended. In cases of suspension the chief steward, or in his absence the appropriate district steward, shall be advised of the suspension. The Company shall decide at any time within five (5) calendar days of the suspension whether such suspension without pay should be converted into a discharge; that the suspension already imposed is appropriate; or that some lesser penalty should be imposed. Should a discharge result, a written notice of the discharge and the reason(s) shall be given to the affected employee and chief steward.

In the event a suspended or discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to enter a written grievance at Step 2 of the Grievance and Arbitration procedure. Such written grievance must be submitted to the Company within forty-eight (48) hours from the time of notice of suspension or discharge to the chief steward. If no grievance is filed within the time specified, then such suspension or discharge shall be deemed to be absolute.

ARTICLE 11 - DISCRIMINATION

The Company and the Union agree that neither party will in any way discriminate against any employee because of his race, creed, color, sex, religion, national origin, age, or membership or lack of membership in a labor organization.

ARTICLE 12 - PAST PRACTICE

This Agreement represents the sole and complete Agreement between the parties and supercedes all agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral agreements or other factors.

ARTICLE 13 - AID TO OTHER UNIONS

The Company will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 14 - MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job and the employee is not satisfied with the determination of the Company, he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Company's doctor and the employee's doctor shall agree upon a third medical doctor to submit a report to the Company and the employee and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the Company and the employee.

ARTICLE 15 - UNION BULLETIN BOARDS

The Employer will provide bulletin boards or a portion thereof in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events;
2. Notices of Union elections;
3. Notices of results of Union elections;
4. Notices of Union meetings.

ARTICLE 16 - SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Company and the Union shall enter into negotiations for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 17 - RIGHTS AND PRIVILEGES

This Agreement shall not be construed to grant any rights and privileges beyond the termination hereof or beyond the termination date of any extension thereof.

ARTICLE 18 - LEAVE OF ABSENCE

The following types of Leaves of Absence may be granted in accordance with the following provisions of this Article and such Leaves will be without pay and without loss of seniority.

Military Leave - Any employee on the seniority list inducted into Military, Naval, Marine or Air Service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency (or attendance at a National Guard or Reserve Training) shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

Personal Leave - A personal leave of absence without pay and without loss of seniority may be granted an employee by the Company. Such leave must be requested in writing by the employee and shall be limited to thirty (30) calendar days duration. Additional thirty (30) day extensions may be requested in the same fashion but in no case shall such leaves extend beyond one hundred twenty (120) days.

Illness or Disability - Leaves shall be granted, without pay and without loss of seniority, to employees who furnish the Company with acceptable proof of illness or disability.

Union Assignment - Employees who accept a full-time assignment with the International Union or Council 7 shall be granted a leave, not to exceed one (1) year's duration, upon the submission of proper written request. Such leave will be granted without pay and without loss of seniority and cannot apply to more than one (1) employee at a time from the bargaining unit.

Maternity Leave - Employees may be granted a leave by reason of pregnancy. Such leave to start no later than the end of the sixth (6th) month of pregnancy as determined by the employee's physician and such leave shall terminate not later than three (3) months after the conclusion of pregnancy.

Returning Servicemen - The reinstatement rights of any regular employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such rights.

Employees reinstated under this Section, upon appropriate request, shall be granted Leaves of Absence for a period equal to their seniority but not

to exceed two (2) years without pay and without loss of seniority, to attend school on a full-time basis under the applicable Federal Law in effect as of the date of their reinstatement.

Educational Leave of Absence for Veterans - Employees who are reinstated in accordance with the University Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay and without loss of seniority) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE 19 - WORK OF SUPERVISOR

Supervisory employees shall not perform work on any job classification within the bargaining unit that displaces a bargaining employee.

ARTICLE 20 - SPECIAL CONFERENCES

Special conferences for matters of mutual interest (not formal grievances) may be arranged between the Chief Steward and the Company or its designated representative upon written request of either party, provided that mutually acceptable arrangement as to time and place can be made. If special conferences are held during normal working hours, employees in attendance will suffer no loss in time or pay. Such meeting shall be between at least two representatives of the Company and at least two representatives of the Union. An agenda of the matter to be the subject of the meeting shall be presented by the party requesting the conference in writing at the time the conference is requested. Matters to be taken up in the conference shall be confined to only those listed on the agenda. A conference may be attended by a representative of the Council or a representative of the International Union.

It is understood that any matters discussed or any possible action taken as a result of such conference, shall in no way change or alter or nullify any of the provisions of this Collective Bargaining Agreement, or the rights and prerogatives of either the Company or the Union as established under the terms of this Agreement.

Changes in Company operations of major proportions involving the possible transfer or relocation of large groups of employees shall be a proper subject for special conferences.

ARTICLE 21 - SUCCESSORS

The Company agrees that in the event there is any transaction regarding the sale, lease or transfer of the business (Grand Valley State College Food Service) to another party, the retention of the employees and recognition of this Agreement will be part of such transaction.

ARTICLE 22 - SAFETY COMMITTEE

Upon the execution of this agreement a joint safety committee consisting

of not more than three (3) members selected by the Union and not more than three (3) members selected by the employer shall be established. The Union members of the safety committee shall not be members of the Union's executive board or grievance or bargaining committees.

- (a) The purpose of the safety committee shall be to assist the employer in the development and dissemination of safety information, to report and discuss unsafe conditions or activities that they may observe or have reported to them and to recommend remedial measures intended to alleviate unsafe conditions or practices.
- (b) It shall not be the function of the safety committee to initiate grievances concerning safety or any other matters.
- (c) Regular meetings of the safety committee shall be held monthly starting not later than 2 p.m. on the day for which the meeting is scheduled. Employees shall suffer no loss of pay for time necessarily spent in such meetings during their regularly scheduled working hours. If a special meeting is called by the Employer's representatives on the committee (or is mutually agreed upon), employees shall suffer no loss of pay for time necessarily lost from their regularly scheduled work while attending such meeting.

ARTICLE 23 - JOB CLASSIFICATIONS AND WAGES

The hourly rates of pay and job classifications for employees covered by this Agreement shall be as set forth in Appendix "A" attached hereto and by this reference are made a part of the Agreement.

ARTICLE 24 - PROBATIONARY EMPLOYEES

Probationary employees shall receive ten cents (10¢) per hour less than the established rate of the job during such probationary period.

ARTICLE 25 - LONGEVITY PAY

All regular full-time employees in the active service of the Company as of October 31 of any year shall be entitled to receive longevity pay for length of continuous service with the Company according to the following rules and schedule of payment.

Longevity pay shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee has earned in the contract year beginning on October 31st of one year and ending on October 30th of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full-time continuous service.

Following completion of six (6) years of continuous full-time service by October 30th of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

Payments to employees who become eligible by October 30th of any year shall be due the 1st pay period in December. The first payment shall be due in December 1971.

Effective October 31, 1971, pro-rated payments shall be made to those employees who are separated at or after age 65 prior to October 30th, 1972, and to those who are separated at or after age 65 prior to October 30th of any year thereafter. In case of death, longevity payments shall be made to the beneficiary of the employee's life insurance program. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 31st to the date of separation or death and shall be made as soon as practicable thereafter.

No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$6,000.

LONGEVITY PAY SCHEDULE

Continuous Service	Annual Longevity Pay
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

ARTICLE 26 - VACATIONS

Eligibility for a paid vacation is based upon an employee having worked a "year" prior to May 31st. For purposes of vacation entitlement a "year" of employment is defined as a minimum of eight (8) consecutive months of employment from October 1st through the following May 31st.

Vacation entitlement:

On this date	Employees who have completed this many years of service	will be entitled to this many weeks of paid vacation
May 31, 1971	1 or more	1 week
May 31, 1972	1 or 2 3 or more	1 week 2 weeks
May 31, 1973	1 or 2 3 or 4 5 or more	1 week 2 weeks 3 weeks

A week of vacation pay is to be equivalent to the number of hours worked

between June 1st of one year and May 31st of the following year divided by the number of weeks worked.

The manager will determine the maximum number of employees that may be off due to vacation during any one week. Specific request for vacation scheduling will be honored in accordance with seniority.

ARTICLE 27 - INSURANCE PROGRAM

For the duration of this Agreement, each regular employee who has completed the probationary period will be provided by the Company with \$2,500.00 of Term Life Insurance and \$2,500.00 of Accidental Death and Dismemberment Insurance. The employee will complete and sign the necessary enrollment card(s). For the duration of this Agreement, each regular employee who has completed the probationary period and is the family's primary wage earner will be provided with a Hospitalization, Surgical and Major Medical plan (as outlined below) and the Company agrees to contribute the following amounts toward the applicable monthly premium:

Effective October 31, 1970	\$4.00 per month per eligible employee
Effective October 31, 1971	\$6.00 per month per eligible employee
Effective October 31, 1972	\$9.00 per month per eligible employee

The individual eligible employee will pay the balance of the monthly premium through payroll deduction. The employee will complete and sign the necessary enrollment and payroll deduction forms.

Coverage amounts for eligible employees:

- Room & Board - Prevailing Semi-Private Rate - 70 day limit
- Surgical - \$300 (per schedule)
- Miscellaneous Hospital Expenses - \$400
- In-Hospital Physicians Expense - \$5 per day - 70 day limit
- Major Medical- \$10,000 maximum - \$100 deductable
80% - 20% co-insurance

Details of the plan including a policy will be provided to each employee by the insurance carrier.

ARTICLE 28 - FUNERAL LEAVE

Regular employees who have completed their probationary period will receive their normal days' pay at their regular straight time rate for time lost from their normal work week due to the death of an immediate family member. In case of such a death, the employee will be compensated for up to three (3) regularly scheduled days lost to make arrangements for and attend the funeral of a member of their immediate family. Immediate family is defined as spouse, children, mother, father, brother or sister.

ARTICLE 29 - CALL-IN PAY - GUARANTEE

A regular employee who is called in to work at the Company's request, outside the employee's normal work schedule, shall be guaranteed at least three (3) hours' pay and/or work at the appropriate rate of pay. The guarantee does not apply in the case of a bona fide change in scheduled hours or to time worked just prior to or immediately following the employee's scheduled hours.

A regular employee who reports for work as scheduled and finds that no normal work is available will receive three (3) hours' pay at his regular base rate of pay. In order to qualify for this three (3) hour guarantee, the employee may be required to perform any work that is made available. The above guarantee will not be in effect in situations over which the company has no control such as acts of God (i.e., fire, flood, etc.) or when the unit is totally or partially closed down at the request of the client.

ARTICLE 30 - WORK WEEK AND OVERTIME

The payroll week shall begin at 12:01 A.M. Saturday through Midnight Friday. All hours worked during this work week in excess of eight (8) in a day or forty (40) in a week shall be paid for at the rate of one and one-half (1½) times the employee's regular base rate. All hours worked on a Sunday shall be paid for at the rate of one and one-half (1½) times the employee's regular base rate. Time and one-half (1½) an employee's regular base rate shall be paid for all holidays worked (as defined in Article 36) in addition to holiday pay. This does not constitute a guarantee of a certain number of hours of work per week and is to be used only as the basis for the calculation of overtime pay. There shall be no pyramiding or duplication of premium pay. Holiday pay hours paid for but not worked shall be used in the calculation of overtime when such paid holiday falls on what normally would be the employee's regular work day.

ARTICLE 31 - UTILIZATION OF OVERTIME

As far as practical, available overtime will be divided equally among employees with the full understanding and agreement that an employee must be qualified to perform the available overtime work. Overtime hours offered to individual employees but not worked shall be counted toward this equalization.

ARTICLE 32 - WASH-UP TIME

Regular employees will be given a maximum of five (5) minutes both at the beginning and at the end of their scheduled hours for the purpose of washing up.

ARTICLE 33 - REST AND MEAL PERIODS

Each regular employee is entitled to a fifteen (15) minute paid rest period for each four (4) hours worked.

One (1) free meal will be made available to each regular employee for each four (4) hours worked. Such meal is to be eaten on the employee's own time and normally within the one-half hour unpaid lunch period.

Scheduling of rest and lunch periods will be determined by the Company and such rest and/or lunch periods are not to be scheduled "back to back".

ARTICLE 34 - UNIFORMS

The Company, on a reasonable basis, will furnish and launder uniforms for employees. The uniforms will remain the property of the Company and must be returned at time of termination.

ARTICLE 35 - JURY DUTY

A regular employee who has completed his probationary period who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he performs jury duty, and on each day he otherwise would have been scheduled to work, shall be paid the difference between what he received from the court as daily jury duty fees and what he would have earned from his employment on that day based on his normal straight time hours at his regular rate of pay. Such jury duty pay will be limited to a maximum of ten (10) days per year per employee.

ARTICLE 36 - HOLIDAYS

The following shall be considered paid holidays:

Effective October 31, 1970:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Effective October 31, 1971 two (2) additional holidays shall be paid holidays:

- | | |
|------------------------|----------------------|
| Day after Thanksgiving | Day before Christmas |
|------------------------|----------------------|

Effective October 31, 1972 two (2) additional holidays shall be paid holidays:

- | | |
|-----------------------|----------------------|
| Day before New Year's | A personal leave day |
|-----------------------|----------------------|

This personal leave day must be arranged for at least two weeks in advance of the requested day and the granting of the requested day is subject to the approval of the manager.

The above-mentioned holidays shall be celebrated on the actual day on which they fall, or in accordance with the school's calendar when such holiday is scheduled and celebrated on a different day.

To be eligible for holiday pay the employee:

1. Must have completed the probationary period;
2. Must report for work if the holiday is a regularly scheduled work day;
3. Must report for work on their last scheduled day prior to the holiday and their first scheduled day following the holiday, if the holiday is not to be worked;
4. Must have worked at least two (2) scheduled days in the payroll week within which the holiday falls. (#4 does not pertain to lay-off periods due to College shutdowns of three (3) weeks or less.)

ARTICLE 37 - GRIEVANCE AND ARBITRATION

Purpose and Scope

1. This Article is to provide the procedure for the prompt and equitable adjustment of grievances.
2. The term "Grievance" means a matter, to be processed as hereinafter set forth, which involves the interpretation or application of or compliance with the provisions of this Agreement.

General Provisions

1. Grievances being processed to Step 2 of the Grievance Procedure must be reduced to writing by the grieving party and set forth with reasonable clearness (1) the nature of the act (s) on which the grievance is based; (2) the time when such act(s) occurred; (3) the provision(s) of the Agreement relied upon; (4) the remedy sought; and (5) the signature(s) of the employee(s) in whose behalf the grievance is filed.
2. If an appeal is filed in subsequent steps in the grievance procedures, such appeal must be made in writing within ten (10) working days after receipt of the last answer to the grievance, unless an extension of time is arranged by written mutual agreement.
3. Following the appeal as outlined in 2. above, a grievance meeting(s) will be held: In the case of Steps 2 and 3, proceedings no later than 10 working days following the date of such appeal, and in the case of Step 4, proceedings no later than fifteen (15) working days following the date of such appeal, unless an extension of time is arranged by written mutual agreement.
4. In the event a grievance is not timely presented for disposition or not timely processed, or not timely answered at any step of the grievance procedure by either one of the parties, then the grievance will be settled in favor of the party that is not in default of the time limits. And disposition of a grievance between the Company and the Union shall be final and binding upon all employees, the Company and the Union.
5. Standard Grievance forms shall be used in the processing of grievances.

6. Prior to submission of a grievance to arbitration, a grievance may be withdrawn by the Union at any step without prejudice.
7. After a grievance has been formally referred to an impartial arbitrator, the case may not be withdrawn except by mutual written consent.

Procedural Steps

There shall be five (5) steps in the procedure for consideration of grievances as follows:

- Step 1 - Unit Level, Verbal
- Step 2 - Unit Level, Written
- Step 3 - District Level
- Step 4 - Regional Level
- Step 5 - Arbitration

Step 1 - Unit Level, Verbal - Any employee who believes that he has a grievance must take the matter up with his immediate supervisor within forty-eight (48) working hours after the employee has knowledge of the event. The employee may avail himself of the services of the District Steward at a time that will not interfere with the work performance of the steward. The supervisor shall answer the grievance within forty-eight (48) working hours after it was verbally presented to him.

Step 2 - Unit Level, Written - If the grievance is not settled at Step 1, the District Steward may then present the grievance to the Unit Manager in accordance with Paragraph 2 of the General Provisions of this Article.

Grievances shall be considered in meeting(s) between the Unit Manager and the District Steward in accordance with Paragraph 3 of the General Provisions of this Article and shall be answered in writing by the Unit Manager within seven (7) working days after the time of such meeting.

Step 3 - District Level - If a grievance is not settled at Step 2, the Chief Steward may then appeal the matter to the District Representative of the Company for consideration in accordance with Paragraph 2 of the General Provisions of this Article.

The District Representative of the Company and the Chief Steward of the Union shall consider all Step 3 matters at meetings to be held in accordance with Paragraph 3 of the General Provisions of this Article. Grievances considered in Step 3 shall be answered in writing by the District Representative of the Company within ten (10) working days after date(s) of such Step 3 meetings.

Step 4 - Pre-Arbitration Hearing - If the grievance is not settled at Step 3, the Local Representative may request in writing a pre-arbitration hearing in accordance with Paragraph 2 of the General Provisions of this Article. Two (2) Union and two (2) Company representatives will be in attendance with one (1) from each side not having been directly involved in previous steps. Additional representatives from each side including witnesses may be called with the advance mutual consent of the parties. Grievances considered in Step 4 shall be answered in writing by the Regional Personnel Representative of the Company within ten

(10) working days after the date(s) of such Step 4 meeting(s).

Step 5 - Arbitration - If a satisfactory settlement is not reached in Step 4, the Union may appeal the grievance under the voluntary labor arbitration rules of the American Arbitration Association, in accordance with Paragraph 2 of the General Provisions of this Article.

The cost of the Arbitrator shall be shared equally by the Company and the Union.

The decision of Arbitrator shall be submitted in writing and shall be final and binding upon the parties. In the case of a discharge, the Arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, without or with pay for days lost, subject to the provisions of Article 10 - Suspension-Discharge and providing the amount earned by the employee since date of discharge is deducted from any pay award.

Multiple issues shall not be arbitrated by the same Arbitrator unless by mutual agreement. The jurisdiction and authority of the Arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement or to alter any wage rate or wage structure.

ARTICLE 38 - JOB STEWARDS

The Company recognizes the right of the Union to designate two (2) District Stewards (one from the Commons Building and one from the Grand Traverse Room); and one (1) Chief Steward from the Company's seniority list.

The authority of District Stewards and Chief Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to his employer or the designated Company Representative in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officer, provided such messages and information:
 - a. have been reduced to writing, or,
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or other interference with the Company's business.

Stewards have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.

The District Stewards and Chief Steward in dispensing their responsibilities under the terms of this Agreement recognize that their activities must in no way interrupt the orderly work process. To this end the Stewards will, whenever possible, conduct their legitimate Union-Management matters outside their normal working hours. If it becomes absolutely necessary to conduct such matters during regular working hours, the following procedure must be followed:

1. Request the necessary time off the job from the immediate supervisor.
2. Remain off the job only a reasonable and brief period of time.
3. Postpone such request to time periods which fall outside peak serving hours except in cases of emergency.

Stewards will be reasonable in their requests for such time off and Management will be reasonable in granting Stewards such time off the job with no loss in time or pay.

Problems over the application of this Article may be a proper subject for a Special Conference and if deemed serious enough may be referred to the Grievance and Arbitration procedure.

ARTICLE 39 - SICK LEAVE

The purpose of the sick leave program is to provide uninterrupted earnings for eligible employees who are temporarily unable to work because of personal or family illness. An employee must have completed his probationary period in order to be eligible. Following the completion of the probationary period, an employee will accrue paid sick leave entitlement at the rate of three-fourths (3/4) day per month worked. Month worked is defined as being any calendar month during which the employee worked at least 12 days and was not absent more than 12 scheduled work days.

Eligible employees may accrue up to, but not more than, forty-five (45) days of paid sick leave entitlement. When this forty-five (45) day limit has been reached, the employee's accrual will cease until such time as some of the paid sick leave entitlement has been used. The employee, upon his return to work, will then again accrue three-fourths (3/4) day per month worked until the maximum of forty-five (45) days' entitlement is reached.

Accrued paid sick leave entitlement may be used by an eligible employee when absence from work is necessitated by reason of personal illness or illness of a member of the employee's household. Employees who utilize their sick leave entitlement may be requested by the Manager to present proof of illness where it is felt such absence is not coverable under the sick leave program. It remains the prerogative of the Manager to require any employee who has been absent due to illness to present proof of physical fitness to return to work.

In no instance shall less than one-half ($\frac{1}{2}$) day of accrued sick leave entitlement be used. A day of entitlement is defined as being that employee's normal or average scheduled work day.

The Company shall keep records that show the adjusted accrual as of the end of each calendar month and the entitlement used for each employee.

While on an unpaid Leave of Absence, an employee's accrued entitlement will remain intact. Termination of employment will cancel any accrued entitlement.

ARTICLE 40 - RATIFICATION OF AGREEMENT

The Union negotiation committee and business representative agree to submit this total Agreement to the bargaining unit membership for ratification and in doing so unanimously recommend to the employees that it be ratified.

Such ratification session to be held no later than November 5, 1970.

ARTICLE 41 - DURATION

This Agreement shall become effective as of October 31, 1970, and shall continue in effect up to and including October 30, 1973, and from year to year thereafter, unless and until either of the parties hereto shall give to the other written notice at least sixty (60) days prior to the expiration date in 1973, or the expiration date in any year thereafter, of its intention to have same changed or terminated.

FOR THE UNION

FOR THE COMPANY

/s/James J. Miller
Council 7

/s/K. M. Snapp

/s/Wilma Snyder

/s/K. A. LaBane

/s/Gertie Scholten

/s/Irvin F. Kriner

/s/Margaret Kuyers
Committee

/s/J. Coyne

APPENDIX "A"

CLASSIFICATION	JOB TITLE	EMPLOYEE	WAGE RATE EFFECTIVE 10/31/70	WAGE RATE EFFECTIVE 5/1/71
III	1st Cook	G. Scholten	\$2.35	\$2.35
		L. VanHerwyn	2.05	2.35
II	Cook	D. Knoll	2.15	2.20
		A. Knoper	2.05	2.20
		J. Biesbrock	2.05	2.20
	Dessert Maker	A. VanFarowe	2.15	2.20
		G. Terhorst	2.05	2.20
		M. Kuyers	2.05	2.20
	Salad Maker	H. Brower	2.20	2.20
		C. Wolbers	2.05	2.20
	Salad or Dessert Relief	V. Kloosterhouse	2.05	2.20
	Cashier	W. Snyder* (GTR Leader)	2.45	2.45
I	Cooks' Helper	E. Rotman	1.95	2.05
		J. Wilson	2.05	2.05
	Food Service Worker	B. Eaton	2.05	2.05
		G. Luurtsema	2.05	2.05
		J. Knoll	2.05	2.05
		J. Bouwman	2.05	2.05
		E. Beute	2.05	2.05
		M. Reister	2.05	2.05
		D. Scott	1.95	2.05
	Snack Bar Attendant	M. Vanderkuyl** (Leader)	2.15	2.20
		M. VanDyke	1.95	2.05
		E. VanBronkhorst	2.05	2.05
		M. Wolbers	2.05	2.05
A. Terpstra (GTR)		1.90	2.05	
A. Kuyers (GTR)		2.05	2.05	
G. Heyboer (GTR)	2.05	2.05		

*Wage rate reflects 25¢ per hour due to holding position of Group Leader in the Grand Traverse Room.

**Wage rate reflects 15¢ per hour due to holding position of Group Leader in the Snack Bar.

APPENDIX "A" (CONT'D)

New employees hired between October 31, 1970 and May 1, 1971 will be hired 10¢ per hour below the lowest-paid individual in that wage classification. For the balance of the agreement, newly hired employees will be paid in accordance with Article 24.

With the implementation of the "inequity" wage increases on May 1, 1971, the individual employee wage rates above will pass out of existence and employees will be paid in accordance with the job title and classification schedule shown below:

<u>CLASSIFICATION</u>	<u>JOB TITLE(S)</u>	<u>5/1/71 through 10/30/71</u>	<u>10/31/71 through 10/30/72</u>	<u>10/31/72 through 10/30/73</u>
III	1st Cook	\$2.35	\$2.55	\$2.75
II	Cook			
	Dessert Maker			
	Salad Maker	2.20	2.40	2.60
	Salad or Dessert Relief Cashier			
I	Cooks Helper			
	Food Service Worker	2.05	2.25	2.45
	Snack Bar Attendant			

The Grand Traverse Room Group Leader will be paid 25¢ per hour in addition to the classification hourly rate as outlined above. The Snack Bar Group Leader will be paid 15¢ per hour in addition to the classification hourly rate as outlined above.