

AGREEMENT
between
GRAND VALLEY STATE COLLEGE
and
LOCAL UNION NO. 2074 and COUNCIL 7
and THE INTERNATIONAL UNION OF
THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

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Section 1 Agreement

THIS AGREEMENT entered into this 14th day of November, 1971, between the BOARD OF CONTROL OF GRAND VALLEY STATE COLLEGE (hereinafter referred to as the "College") and the LOCAL UNION NO. 2074 and COUNCIL 7 AND THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO) (hereinafter referred to as the "Union").

WITNESSETH:

Section 2 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, the College does hereby recognize the Union as the exclusive representative of those employees described below 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, Building Maintenance and Material and Mail Distribution at 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.

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 (either full-time or half-time) 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 specific period of time (limited to six (6) months) 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 three (3) calendar months in College employment since his last employment date.

2.4 Representation. It is agreed that there are six (6) representation districts in the bargaining unit which are presently identified as:

1. Grounds Maintenance
2. Building Maintenance
3. Boiler Operators
4. Custodial Services - Days
5. Custodial Services - Nights
6. Material and Mail Distribution

The College and the Union may change the number of representation districts or redistrict the unit from time to time by mutual written consent.

Section 3 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, age, sex, union membership 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 establish Rules and Regulations which shall be published and issued to each employee or posted on bulletin boards, and it is understood that the Rules include any illegal acts; (6) the right to subcontract such portions of the work which may be done by bargaining unit employees as the College deems to be in its 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 subcontracting 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 discriminate against any employee in matters of employment, promotion, demotion and assignment because of his race, creed, age, sex, union membership 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.

3.3 Employee Rights. No employee shall be required to accept an order which is unduly hazardous to his or a co-worker's health or which jeopardizes his or a co-worker's life. All other orders shall be complied with, subject to the grievance procedure.

Section 4 Union Membership and Dues

4.1 Union Membership.

4.1.1 All present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall become members of the Union, or shall pay to the

Union a sum per pay period which is equal to the deduction for Union dues, within one month after the effective date of this Agreement or their employment date, whichever is later, and shall continue such membership or payment as a condition of employment.

- 4.1.2 For purposes of these sections, employees shall be deemed to meet the requirements of Section 4.1.1, if they are not more than sixty (60) days in arrears in payment of membership dues or the equivalent amount.

4.2 Check-off of Union Dues.

- 4.2.1 Authorization for Check-Off. The College will honor voluntary dues or payment 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 deducted 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 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 (2) representatives of the College and at least two (2) 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 bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. The agenda shall include a list of participants which will not be changed except on prior agreement by both parties. The College shall prepare a summary of the conference in writing within seven (7) calendar days.
- 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 Plant Operations Coordinator. 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 they may request a Special Conference.

Section 6 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 twelve (12) calendar days from the date of the occurrence. The supervisor shall answer the complaint orally no later than three (3) calendar days 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 seven (7) 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 the Agreement alleged to have been violated. The supervisor shall then arrange for a meeting no later than five (5) calendar days 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 College representatives shall include the supervisor and the Plant Operations Coordinator or their designated representatives. The supervisor shall prepare a written answer to the employee on the prescribed form no later than five (5) calendar days from the meeting. If the employee is not satisfied with the answer, he may present the grievance at Step 2.

Step 2. The Chief Steward shall submit the grievance on the prescribed form to the Personnel Officer (or his designated representative) no later than ten (10) calendar days from the receipt of the College's written decision. The steward and the employee shall again sign the grievance. The Personnel Officer (or his designated representative) shall then arrange for a meeting no later than five (5) calendar days after receipt of the grievance. The Personnel Officer (or his designated representative) may elect to have other representatives at the meeting. Representing the Union shall be the chief steward and/or Local Union President

and/or representatives of Council #7 or the International Union or their designated representatives. The Personnel Officer (or his designated representative) shall prepare a written decision on the prescribed form no later than ten (10) calendar days following the meeting.

6.3 Pre-arbitration Conference. If the Local Union is not satisfied with the answer at Step 2, it shall notify Council #7 of its dissatisfaction and the Council may then contact the Personnel Officer 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 restating 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 2. 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 2. Controversies referred to arbitration shall be limited to those concerning compliance with the terms of this Agreement by the College and the Union. The selection of the arbitrator 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 Federal Mediation and Conciliation Service. 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 College 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's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the College. 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. The above in no way precludes the possibility of representatives of the College and the Union meeting and arriving at mutually agreed upon binding decisions prior to arbitration.

6.5 Time Limit. All grievances shall be considered permanently 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, and a grievance may be withdrawn without prejudice by mutual consent.

6.6 Investigation and Representation. The investigator of a grievance (Local President, Chief Steward, District Steward or 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 College, upon having received permission from his supervisor to do so. The supervisor will grant permission as soon as reasonably possible and provide sufficient time to leave his work for these purposes subject to necessary emergency exceptions. This privilege is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. These employees will perform their regularly assigned work at all times, except when necessary to leave 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.

Section 7 Discharge or Discipline

7.1 Notice of Discharge or Discipline. The College agrees to notify 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 disciplinary layoff with the steward of the district and the College will make available an area where he may do so before he is required to leave the property of the College.

- 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 2 of the grievance procedure immediately and the Personnel Officer 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 arbitration provisions of Section 6 herein.

Section 8 Seniority

- 8.1 Definition. For purposes of this section "seniority date" shall mean the day on which an employee last began employment as a regular employee, even though in a probationary status, but half-time employees shall accrue seniority at half the rate of full-time employees. 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.

Accrued seniority rights shall be transferable between full-time and half-time positions.

8.2 Determination of Seniority. Seniority records shall be maintained by the College and shall be based on the employee's seniority date. 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, and a copy of the list shall be furnished to the Union every six (6) months.

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 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, provided there is acceptable proof that he had notice of the recall.

- D. He has been on layoff for a period longer than eighteen (18) months, or his length of seniority at the beginning of the layoff, whichever is the lesser.
- E. He has been reassigned to a non-bargaining unit position with the College.
- F. He fails to return to work at the end of his sick leave or extended sick leave.

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

- A. Layoffs. When employees are laid off because of lack of work, the employee with the latest seniority date 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 layoff because of the availability of work, 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 on the specified form for a period of at least five (5) calendar days in a conspicuous place in the work area. Job postings may be signed by any employee in the bargaining unit, except that any employee who has received a different job pursuant to a posting in the preceding six (6) months shall not be eligible to sign a posting unless the posted job would permit a pay increase for him. Jobs may be temporarily filled before a permanent assignment is made. If there is an employee being trained for the job within the district, the employee in training for the opening, will be considered first, if he has the qualifications for the vacancy. If no qualified employee signs the job posting, it may be filled by a new employee. A written notice of each special training opportunity will be given so anyone interested in receiving the training can notify the Personnel Office of his desire to be considered for the special training opportunity.

- 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 are equal in their qualifications to retain the higher position. The displaced employee will be placed in the classification in which the least senior employee is doing work that the displaced employee can do. However, no employee shall be placed in a higher paid classification because he is displaced.
- 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 lack of work or subsequent recall be offered work in their district if there is a job in the representation district they represent for which they are qualified. The foregoing shall not apply to overtime work or to any new job openings. If the Steward does not accept the work offered to him he shall be treated as having resigned as a Steward.
- 8.7 Seniority of Officers and Bargaining Committee. Notwithstanding their position on the seniority list, the members of the Union's bargaining committee (during negotiations only) and the President, Financial Secretary, and 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 the representation districts in which they work, 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.

- 8.8 Declining Available Jobs. Representatives declining available jobs under the foregoing paragraph will be required to wait their normal recall date according to their given seniority date.

Section 9 Working Hours

9.1 Definitions

- A. Regular Week. A regular full-time work week shall consist of forty (40) hours per calendar week which shall normally consist of five (5) consecutive days of eight (8) hours each except for continuous seven (7) day operations. Other working schedules may be arranged by the College to reflect requirements peculiar to the task being performed, provided the employee is given notice of the change by the end of his preceding work week. When such notice is not given all hours outside of his regular schedule will be compensated at one and one-half times his base rate.
- B. Shift. A full-time shift shall normally consist of an eight and one-half hour time period of which one-half hour shall be used for a lunch period without compensation. Unless exception is approved by the supervisor, 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.

Unless exception is approved by the supervisor, lunch breaks shall be taken from 12:00-12:30 p.m. on the first shift, 7:30-8:00 p.m. on the second shift and the third shift shall combine its rest breaks as provided under Section 9.2 into a one-half hour period for lunch to be taken from 3:00 a.m. to 3:30 a.m.

- 9.2 Rest Breaks. Each employee who works more than an eight (8) hour shift shall be entitled to a rest break of fifteen (15) minutes at or near the midpoint of each consecutive four (4) hour period worked as scheduled by the College. Such rest breaks may not be accumulated from one four (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.
- 9.4 Punching Out. Employees will be allowed up to five (5) minutes prior to punching out to move to their time clock. In no case shall an employee leave his work station or stop working more than five (5) minutes before the end of his shift.

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 job title and 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. Employees shall be eligible for a merit increase at the completion of six (6) calendar months of employment. When merit increases are recommended, they shall be effective with the beginning of the pay period following the date of the merit review. Merit review action shall be subject to the complaint procedure.
- 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 specified rate in the new grade.
- 10.4 Reassignment to a Lower Classification. Employees may be subject to a decrease in rate if they are reassigned 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) per week. Hours not worked because an employee is on a holiday or a sick leave or vacation shall be treated as hours worked for the purpose of computing overtime pay. 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 Call-in Duty. An employee reporting for call-in duty at the College's request and for which he had not been notified at least twelve (12) hours in advance or 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. A full-time 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, ten cents (10¢) per hour and twenty cents (20¢) 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, except that shift differential shall not be considered to be premium pay for this purpose.

10.10 Rates for New Jobs. In the event a new classification is established or an existing classification is substantially changed, it shall be assigned to an existing pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with the existing classifications. The College shall provide the Union with a proposed written classification title for the new or substantially changed classification. Upon receipt of the College's proposed title, the President of the Union and the Chief Steward or their designated representatives and not more than two (2) others from Council 7 and the International Union shall be afforded an opportunity to meet with representatives of the College to discuss the new or substantially changed classification and its assignment to a pay grade. If there is disagreement with the College's assignment to a pay grade, a grievance concerning compliance with the requirements for a proper comparison with the existing classifications may be processed through the grievance and arbitration procedure, provided the

grievance is submitted in writing within fourteen (14) calendar days after the Union is afforded the opportunity to discuss the matter with the College. The meeting to discuss the new or substantially changed classification must occur within fourteen (14) calendar days after the Union has been notified of the proposed title and pay grade unless the time is extended by mutual agreement.

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. Seniority shall continue to accumulate for any leave of absence up to six (6) months, unless the contract provision permitting the leave specifies otherwise. Thereafter, the employee shall retain his seniority but will not accumulate further seniority until he returns to work.

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 pre-payment 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 ten (10) months 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 judgment 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.

11.2.5 Extended Sick Leave. When an employee's sick leave pay has been exhausted he may be placed on an extended sick leave if he continues to be incapacitated by illness or accident to such an extent that he is unable to perform his scheduled work or if it would be unsafe or unwise for him to expose others to his condition. Such an extended sick leave may continue for up to six (6) months from the beginning of the incapacity and the employee shall be

returned to his former classification during the first six (6) months of extended sick leave. The extended sick leave may be extended for an additional one year period thereafter and during that one year period the employee shall be returned to his former classification upon expiration of the extended sick leave if his seniority will permit him to do so.

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 or due to a civil disturbance, not exceeding four (4) weeks per year, shall be paid the difference between his base 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 or to testify pursuant to a subpoena shall be paid the difference between his pay for jury duty or witness fee and his regular pay. An employee temporarily excused for attendance at court shall report for work during the excused period if normally scheduled. An employee who does not lose time from his assigned schedule of work, but who nevertheless has performed jury duty service or testified pursuant to a subpoena within the eight (8) hour period immediately before the beginning of his shift, at his request, may have an amount of time off work equal to the time he was required to spend in court during that eight (8) hour period. In such a case, the employee will be paid for this

time off, with fees offset against such pay, in the same manner as if he had lost time from work. An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after 11:30 p.m., will be excused from work at 11:30 p.m. and paid for such lost time at his hourly rate plus shift premium if applicable. Jury duty and witness fees shall be offset against such pay, in the same manner as if he had lost time from work while performing the jury duty or witness service.

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 three (3) employees at any one time for a combined total of fifteen (15) working days in any contract year. 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.

12.1.1 Holidays Observed. The approved holidays as listed below, including the Friday preceding any such holiday which falls on Saturday and the Monday following any such holiday which falls on Sunday, are holidays for the purpose of this Agreement. The approved holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving Day, the day preceding Christmas Day, Christmas Day and the day preceding New Year's Day.

12.1.2 Work on a Holiday. If an employee works on an approved holiday, in addition to his holiday pay he will be compensated at the rate of two (2) times 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 or half-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 layoff 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 if full-time or four (4) hours if half-time at the employee's regular hourly rate.

12.2 Vacation.

12.2.1 Allowance and Accrual. Regular, full-time employees earn two (2) hours 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 after six (6) months of employment. Thereafter, an additional eight (8) hours per year is added with each calendar year of uninterrupted employment with the College, except that the number of hours earned in any single calendar year shall not exceed one hundred sixty (160) hours. Unused vacation

time may be carried over into the next calendar year providing the number of hours carried over does not exceed the hours earned the preceding year. Regular half-time employees shall earn proportionate amounts of vacation not to exceed eight (80) hours in any single calendar year.

12.2.2 Use of Vacation Time.

- A. Vacation time may be used as soon as an employee has completed six (6) months of employment.
- 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 hours 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 two (2) hours sick leave allowance with each week on pay status. Unused sick leave accrual shall not exceed one thousand fifty-six (1,056) hours. Regular half-time employees shall earn proportionate amounts of sick leave not to exceed five hundred twenty-eight (528) hours.

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 conditions.

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 sixteen (16) hours (eight (8) hours for regular half-time employees) 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 forty (40) hours (20 hours for regular half-time employees). A maximum of eight (8) hours (4 hours for regular half-time employees) 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 (4) hours of accrued sick leave may be used.
- E. In case of the death of an employee, the beneficiary designated by the employee or his estate will receive an amount equal to the value of fifty percent (50%) of his accrued sick leave pay.
- F. When an employee retires under the Retirement Plan as provided under Section 12.5, he will receive an amount equal to the value of fifty percent (50%) of his accrued sick leave pay.

12.3.3 Miscellaneous Provisions Regarding Sick Leave

- 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 the above included reasons. Any employee taking five (5) 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 this coverage. The basic insurance program shall be the same basic program as that applicable to the other College

employees and shall be made available to the employees covered by this Agreement in the same manner and on the same basis as it applies to the other College employees during the term of this Agreement. There shall be improvements in the hospital room and board rate, the major medical and supplementary accident coverage as of February 1, 1972. The employee may presently elect dependent coverage at the current rate of \$6.00 per month.

- 12.5 Retirement. Employees of the College shall be eligible to participate in the Classified Employees Retirement Fund plan and the present benefits will be continued in effect for the term of this contract.
- 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 twenty-four (24) hours of an accident, whether or not medical care or absence from work seems necessary, shall report such incident to their supervisor.
- 12.8 Academic Participation. After one (1) full year of service each regular full time employee shall be entitled to one free course per calendar year outside of his regular work schedule. One employee per term may take a course during working hours if that is the only time that course is offered. If conflicting requests are made, seniority will be followed.

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. The Union shall advise the College of any change in steward assignments when necessary.

- 13.4 Bargaining Committee. The Union's bargaining committee shall consist of the Local President, and not more than one (1) regular employee from two (2) other representation districts. Such committee may also include representatives from Council 7 and/or the International Union.
- 13.5 Safety. The Union shall be entitled to appoint one (1) member to the College Safety Committee. His appointment shall be for a period of one (1) year.
- 13.6 Complete Agreement. It is the intent of the parties hereto that the provisions of the Agreement supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, and shall govern their entire relationship. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. If during the life of the agreement, any of the provisions contained herein are held to be invalid by operation of law or by the 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 Employer and the Union shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

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 January 20, 1972, and the International Representative and its Local Union will recommend to the employees that it be ratified.
- 14.2 Duration. This Agreement shall remain in effect from November 14, 1971, until 11:59 p.m., November 13, 1974, and from year to year thereafter, unless notice of termination or modification is given as provided in this Section 14. The parties agree that neither party shall request the other party to negotiate with respect to any other matter, and neither party shall have an obligation to negotiate or bargain with the other with respect to such other matter during the term of this Agreement.
- 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 herein 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 effective after the termination date, 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) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

14.3 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to American Federation of State, County, and Municipal Employees, Council 7, Lansing, Michigan, and if to the College, addressed to Personnel Officer, Grand Valley

State College, or to any such address as the Union or the College may make available to each other.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed: February 1, 1972

For the Union:

George Backs

President, Local 2074

Charles Robinson
Committeeman

William Bangs
Committeeman

Joe King, A.F.S.C.M.E. State Council #7
Representative

For the College:

Murdock Hustland

Business Manager

Ward M. Aurich

Personnel Officer

Robert Lawrence

Physical Plant Manager

Paul Clark
Plant Operations Coordinator

APPENDIX A

COMPENSATION SCHEDULE

<u>Job Title</u>	<u>Grade</u>
Custodian	1
Groundsman I	1
Material and Mail Handler	2
Groundsman II	3
Bus Driver	3
General Tradesman I	3
Boiler Operator	5
General Tradesman II	5

Effective November 14, 1971

<u>Grade</u>	<u>Start</u>	<u>Rate</u>
1	\$2.73	\$3.28
2	2.85	3.43
3	2.98	3.58
4	3.11	3.74
5	3.25	3.91

Effective with beginning of the first pay period beginning on or after
November 14, 1972

<u>Grade</u>	<u>Start</u>	<u>Rate</u>
1	\$2.93	\$3.48
2	3.05	3.63
3	3.18	3.78
4	3.31	3.94
5	3.45	4.11

Effective with beginning of the first pay period beginning on or after
November 14, 1973

<u>Grade</u>	<u>Start</u>	<u>Rate</u>
1	\$3.13	\$3.68
2	3.25	3.83
3	3.38	3.98
4	3.51	4.14
5	3.65	4.31

Crew leader assignments will be compensated at the rate of \$0.25 per
hour above the highest paid person in the classification.

PART OF
APPENDIX A
COST OF LIVING

It is agreed that the Employer will commence paying a cost of living allowance effective the first pay period beginning on or after November 14, 1972 and in accordance with the following provisions:

(a) The cost of living allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (all cities) published by the Bureau of Labor Statistics, United States Department of Labor, (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index. Furthermore, the allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as it is at the present time.

(b) The cost of living allowance for the first pay period beginning on or after November 14, 1972 shall be \$.01 per hour for each .5 point increase in the average of the BLS Consumer Price Index for July, August and September of 1972 over the average of the BLS Consumer Price Index for July, August and September of 1971, provided, however, that in no event shall the cost of living allowance after such increase be more than \$.08 per hour for said period.

The additional cost of living allowance for the first pay period beginning on or after November 14, 1973, shall be \$.01 per hour for each .5 point increase in the average of the BLS Consumer Price Index for July, August and September of 1973 over the average of the BLS Consumer Price Index for July, August and September of 1972, provided,

however, that in no event shall the cost of living allowance after such increase be more than additional \$.08 per hour over the cost of living allowance for the prior year.

No adjustments retroactive or otherwise shall be made due to any revisions which may later be made in the published figures for the BLS Consumer Price Index for any of the months used in the calculation of the allowance.

(c) The cost of living allowance provided for above shall be added to each bargaining unit employee's hourly wage rate, but it shall be distinct from the base wage and shall clearly represent an allowance for a change in the cost of living.

(d) The Union and the Employer jointly agree that any adjustment in earnings to become effective in November, 1972, for the first determination of the cost of living adjustment as described above and to become effective in November, 1973, for the second determination of the cost of living adjustment as described above, shall be given full consideration in future bargaining between the parties with regard to wage increases.

(e) The Union and the Employer agree on the principle that an allowance for the cost of living which is adjustable upward for increases in such living cost shall also be adjustable downward for decreases in this same cost. Therefore, a reduction in the amount paid by the Employer as an allowance for the cost of living shall be made on the same basis as the increases are computed (as described above) should there be a decrease in the cost of living in the average of the BLS Consumer Price Index.