

6/30/76

AGREEMENT

Between

LAKE SUPERIOR STATE COLLEGE

and

AFSCME, COUNCIL 7

LOCAL UNION 1909



July 12, 1973

Lake Superior State College

Lake Superior State  
College  
Saint St. Marie,  
Mich. 49783

## PREFACE

Lake Superior State College and Local 1909 of the American Federation of State, County and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state and local laws and fair employment practices.

In compliance with the Civil Rights Acts of 1964 and 1972, there shall be no discrimination in any of the bargaining unit positions because of race, religion, sex, age or national origin. The selection of individuals for transfer, promotion or hire will be based on equal experience, ability and seniority to perform all duties and responsibilities of the positions as required by the job descriptions.

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## AGREEMENT

This Agreement is made and entered into this 12th day of July, 1973, retroactive to July 1, 1973, between Lake Superior State College (hereinafter referred to as the "Employer") and Local 1909, Council No. 7 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Whenever the word "agreement" is used in this document it shall be considered synonymous with the word "contract".

It is understood that all provisions of this document apply equally to all bargaining unit employees of both sexes.

Note: The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

### SECTION 1

#### RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative, for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment for all employees of the Employer included in the bargaining unit described in the State of Michigan Labor Mediation Board Labor Relations Division Certification of August 26, 1968, Case No. R680248, and the State of Michigan Department of Labor, Employment Relations Commission Order of October 26, 1970, Case No. C70 E-81, including the Central Heating Plant Operators in the bargaining unit.

### SECTION 2

#### DEFINITION OF EMPLOYEES

The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for temporary and part-time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is limited in duration to less than sixty (60) days except when replacing regular staff members who are absent due to illness or leave of absence, and is established for (1) a specific project, or (2) augmenting the regular staff to meet the requirements of the Employer that may be occasioned by

vacations, resignation, dismissal, increased work loads, or any other conditions that may create short-term staffing shortages.

The term "part-time employee" shall mean an employee, either regular or temporary, who is normally scheduled to work less than thirty (30) hours per calendar week.

The term "regular employee" shall mean an employee who fills an established position and who is not a temporary replacement.

### SECTION 3

#### MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions 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, means and personnel by which any and all work will be performed, 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 operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees; (5) and the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation; provided that this section is not in conflict with the Agreement between the parties and any state or federal law.

### SECTION 4

#### AID TO UNIONS

The Employer shall not discriminate against, restrain or coerce any employee with respect to or because of his membership or lawful union activity, nor shall the Employer initiate, create, dominate, contribute to or aid with

the formation or administration of any labor organization with the intent to undermine the Union.

It is agreed that neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee of the Employer, whether represented by the Union or not, with respect to this work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership, and further there shall be no solicitation of non-bargaining unit employees for Union membership or dues on Employer's time.

## SECTION 5

### UNION SECURITY

To the extent that the laws of the State of Michigan permit:

An employee shall, as a condition of continued employment, either join the Union, continue membership in the Union, or pay to the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum per month which is equal to the monthly deduction for Union dues required for Union membership.

An employee who shall tender the periodic amount uniformly required by this section shall be deemed to meet the conditions of this section.

Employees shall be deemed to be in compliance with this Agreement, within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues or the equivalent service charge.

The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or the equivalent service charge.

## SECTION 6

### CHECKOFF OF UNION DUES

During the life of this Agreement and to the extent the laws of the State of Michigan permit as provided in this section, the Employer will honor voluntary dues or service charge deduction authorizations submitted in writing by an employee to the Employer on a form provided for this purpose by the Union or the Employer. Such deduction will be made as follows, provided it has been sub-

mitted thirty (30) calendar days prior to the end of the month.

The Employer agrees to deduct each month the Union dues levied in accordance with the constitution and bylaws of the Union as certified by the financial officer of Council 7, or to deduct a service charge equal to such dues. The total amount of dues and/or service charge deductions shall be sent to Secretary-Treasurer, Council 7, AFSCME, AFL-CIO, Suite 335, 501 South Capitol Avenue, Lansing, Michigan, 48933, as soon as practicable after the deductions are made together with a list of names of the employees for whom the deductions are made.

The Union will provide the Employer any additional authorization for checkoff of dues forms under which Union membership dues are to be deducted.

The Local Union President will be notified by the Employer of the names of employees terminating checkoff following the end of each month in which the termination took place.

The employee may cancel his authorization at any time by written notification to the Employer on a form provided by the Employer for this purpose. Deductions shall terminate for the month in which the authorization for withholding of dues form is received, provided such authorization is received twenty-one (21) days prior to the end of the month. Any voluntary dues or service charge deduction authorization form which is incomplete or in error will be returned to the Secretary-Treasurer, Council 7, AFSCME, AFL-CIO, 501 South Capitol Avenue, Lansing, Michigan, 48933, by the Employer.

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Local Union.

The Employer 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 made from wages earned by the employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section and/or Section 5, Union Security, or reliance on any list, notice, certification or authorization furnished under this Section and/or Section 5, Union Security.

## SECTION 7

### REPRESENTATION, STEWARDS AND ALTERNATE STEWARDS

A. In each district, employees shall be represented by one steward and one alternate who shall be a seniority employee working in the district.

Districts may be set as follows:

1. Building attendants
2. Grounds, maintenance and trades
3. Food service
4. Central Heating Plant

The Employer and the Union may redistrict the bargaining unit from time to time by mutual agreement.

B. The stewards, during working hours, without loss of time or pay, in their own district and in accordance with the terms of this section, may, if an aggrieved employee requests the assistance of a steward for the presentation of a first-step grievance, be permitted to leave their work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the stewards will perform their assigned work at all times, except when given permission to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a special conference.

C. The Chief Steward, during his working hours, without loss of time or pay and in accordance with the terms of this section, may, if the aggrieved employee requests the assistance of the Chief Steward for a written second or third-step grievance be permitted to leave his work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the Chief Steward to leave his work for these purposes subject to the necessary emergency exceptions. The privilege of the Chief Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Chief Steward will perform his assigned work at all times, except when given permission to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

D. A steward or Chief Steward, upon entering the area of a supervisor other than his own, shall endeavor to notify that supervisor of his presence.

E. The Union will furnish the Director of Employee Relations with the names of its authorized representatives (officers, chief steward, stewards and their respective alternates) and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will in return, through the Employee Relations Office, keep the Union advised as to its immediate supervisors and department heads or their respective designated representatives for the purpose of processing grievances.

## SECTION 8

### GRIEVANCE PROCEDURE

The steps in the grievance procedure are as follows:

#### FIRST:

An employee should promptly, and in no event later than seven (7) calendar days after occurrence, tell his then immediate supervisor he has a grievance concerning his employment. The supervisor shall then set a place and time within the next twenty-four (24) hours, not counting Saturdays, Sundays or holidays, during working hours without loss of time or pay, for an oral presentation of the grievance. If the aggrieved employee wishes, he may have his steward assist him in the oral presentation.

If the aggrieved employee does not receive a satisfactory answer or no answer within forty-eight (48) hours, not counting Saturdays, Sundays or holidays, after his oral presentation, the grievance may be submitted in written form to his department head, or his designated representative, for written decision, provided the submission is made within the five (5) calendar-day period following an unsatisfactory answer, or no answer.

#### SECOND:

Upon receipt of the written grievance, the department head or his designated representative, shall set a place and time within five (5) calendar days, during working hours without loss of time or pay, for a second step grievance hearing. If the aggrieved employee wishes, he may have the Chief Steward assist him at the grievance hearing. Whether or not the Chief Steward assists at the grievance hearing, the Chief Steward shall receive a copy of the written decision.

If the aggrieved employee does not receive a satisfactory answer or no answer within seven (7) calendar days after the written grievance is received, the written grievance may be submitted to a Review Conference or Step III.

### THIRD:

If the aggrieved employee or the Local Union is not satisfied with the answer at Step II, it shall notify the Employee Relations Office in writing within ten (10) calendar days from the Chief Steward's receipt of his written answer or no answer and request that a Review Conference be scheduled during working hours without loss of time or pay for the purpose of restating the Union's and the College's positions, and work toward a mutually acceptable solution of the grievance. Such conference shall be scheduled to occur within fifteen (15) calendar days of receipt of the answer at Step II. Union participants in this Conference shall be limited to the aggrieved employee, Chief Steward, Local President and representative from Council 7 and/or the International Union. College participants in this conference shall include at least one College person other than the College representatives who answered the grievance at a previous step.

If a grievance which is arbitrable under Section 9 cannot be settled within ten (10) days after the Third Step Review Conference, it may be referred to arbitration.

Whenever time off work is granted to an aggrieved employee, Local President, Chief Steward, or his steward, as provided for in this grievance procedure, it shall be without loss of time or pay.

If a time limit is not observed by the aggrieved employee, the grievance shall be considered settled, except that at any step of the grievance procedure, the aggrieved employee and the Employer's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing.

If the Employer's representative fails to answer a grievance in writing within the time provided in this grievance procedure or any mutually agreed extension of such time, the grievance shall be automatically advanced to the next higher level.

It shall be deemed to satisfy the statutory requirement of Section II of Act 379 of the Public Acts of 1965 that the Union be given the "opportunity to be present at such adjustment" if the steward receives a copy of any written decision.

## SECTION 9

### ARBITRATION

If after the third step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement and is otherwise within the jurisdictional authority of the arbitrator set forth below, the Union may, within twenty-two (22) days after receipt of the written answer from the Review Conference, by written notice to the Review Conference, request arbitration. If no such notice is given within the twenty-two (22) day period, the grievance shall be deemed settled and not subject to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the Employer shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him consistent with the provisions of this Agreement.

In making his decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan Courts.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, a reasonable number of employees who are called to testify during an arbitration hearing during their assigned working hours shall do so without loss of time or pay. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy avail-

able to the other party and to the arbitrator.

Expedited arbitration may be utilized by mutual agreement of both parties.

## SECTION 10

### DISCHARGE AND DISCIPLINE

The Employer shall not discharge employees or take other disciplinary action without just cause.

In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one year previously.

An employee ordered to leave his work for disciplinary reasons, shall, before leaving the Employer's premises, have the right to consult his steward at a place and for a reasonable length of time provided by the Employer. Exception may be made to this provision, with immediate action taken by the Employer to remove an employee from the premises in cases involving drunkenness, violence, willful destruction of property, etc.

The Employer shall give the employee, with a copy to the Local Union President written notice of any disciplinary action involving demotion, layoff, or discharge within two days after such action.

Any complaint that the alleged breach of discipline was not, in fact, committed may be treated as a grievance if the complaint:

(a) concerns disciplinary action involving demotion, layoff, and discharge;

(b) is presented in writing within two days after receipt of the Employer's notification of the disciplinary action; and

(c) is presented directly in the third step of the grievance procedure.

Failure to submit a written grievance by the employee within the two-day period constitutes a waiver of all claims concerning such disciplinary demotion, layoff or discharge.

## SECTION 11

### SPECIAL CONFERENCES

Special conferences between the Union and the Employer for the purpose of considering matters of mutual interest may be arranged and held at a mutually convenient

place and time. Arrangements for such conferences shall be made in advance between the Local President and/or Chief Steward and the Director of Employee Relations or his designated representative, 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 conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

## SECTION 12

### SENIORITY

Seniority as referred to in this Agreement means plant-wide seniority except as it applies to promotions as provided for in Section 21, Promotions and Lateral Transfers.

An employee's "seniority date" shall mean the date on which an employee last began work as a "regular employee", even though on probationary status.

Seniority will continue to accumulate during (a) periods of absence authorized by and consistent with this Agreement, (b) periods of absence due to a transfer to a position of the Employer not included within the collective bargaining unit, and (c) periods of absence due to layoffs (voluntary or involuntary).

The Employer shall prepare and maintain a seniority list which shall allow the names, seniority date, and job titles of all bargaining unit employees, including probationary employees even though they do not have seniority. The Employer will provide the Local Union President with six up-to-date copies at least every ninety (90) days, and likewise post in each department a list showing the seniority of departmental employees.

Four months after the ratification of this Agreement and annually thereafter during the term of this Agreement, the Employer shall give to the Council the addresses of all Union members covered by the Agreement as such addresses then appear on the records of the Employer. The Council shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union duties require them to have such information.

## SECTION 13

### LOSS OF SENIORITY

An employee's seniority shall terminate:

- A. If he quits, retires or is justifiably discharged.
- B. If, following a lay-off for lack of work, he fails or refuses to notify the Employer of his intention to work within fourteen (14) calendar days after a written notice, sent by certified mail of such recall, is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within fourteen (14) calendar days after Employer's notice is sent or upon the day established by the Employer for his return whichever is the later.
- C. If he is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- D. If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.
- E. If an employee is laid off for lack of work for a continuous period of twelve (12) or more consecutive months.

## SECTION 14

### SHIFT PREFERENCE

The Employer will, upon written request, make shift assignments on the basis of seniority within the classification as job vacancies occur, providing the employee can meet job requirements and his replacement is available.

## SECTION 15

### SUPER SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, and Chief Steward of the Local Union, shall in the event of a layoff only, be continued at work at all times when one or more divisions or fractions thereof are at work, provided they have the ability to do the work available.

## SECTION 16

### SENIORITY OF STEWARDS

Stewards shall in the event of a layoff of any type in their district be credited with two (2) years additional seniority, providing they have the ability to do the work available.

## SECTION 17

### SENIORITY OF NEGOTIATING COMMITTEE MEMBERS

Notwithstanding their position on the seniority list, the four members of the Local Union negotiating committee (while actively engaged in negotiations) shall, in the event of a layoff only, be continued at work as long as there is a job in their district for which they have the ability to do the work and shall be recalled to work in the event of a layoff for the first open job in their district for which they have the ability to do the work.

## SECTION 18

### LAYOFF AND RECALL

A. When employees are laid off because of lack of work, the following procedure will apply:

Employees with the least seniority in their district shall be removed first, provided that those remaining at work have the ability to do the work which is available, and provided that during such layoff, temporary, part-time and probationary employees in the district shall be removed prior to any involuntary layoff of regular employees. If the employee removed and to be laid off has the ability to do the work of an employee with less seniority in another district, he shall replace him with the following exceptions:

1. The Employer shall not be required to promote an employee at time of layoffs unless he has previously performed the higher rated job and has the ability to do the work.

2. Food Service employees, when laid off from their regular position shall be offered available work within their respective work units at their regular rate of pay. If no work is available in their work unit, work, if available, will be offered at their regular rate of pay in other operations on campus provided they have the ability to do the work.

3. Employees to be laid off for an indefinite period of

time will have at least fourteen (14) calendar days notice of layoff. The Employer will notify the Local Union President of such layoff on the same date notices are issued to the employees.

B. When employees are recalled from layoff because of an increase in work the employees with the greatest seniority shall be recalled in order of seniority, provided they have the ability to do the work which is available. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and has the ability to do the work. Notice or recall shall be sent to the employee at his last known address by registered or certified mail. It shall be the employee's responsibility to inform the Employee Relations Office of any change in address.

For the purpose of this Section, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question.

The liability of the Employer for failure to apply correctly any provisions of this Section shall commence not earlier than ten days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

## SECTION 19

### PROBATIONARY EMPLOYEES

An employee is a probationary employee for his first ninety-five (95) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with ninety-five (95) days length of service and it shall be so entered on the seniority list.

The Union shall represent probationary employees for the purposes of this Agreement, except there shall be no seniority of or among probationary employees and their retentions as employees shall be strictly within the discretion of the Employer.

## SECTION 20

### NOTICE OF JOB VACANCY

A. Notices of job vacancies will be posted for a period of seven (7) calendar days on the appropriate bulletin board. Information on job postings will include job classifications, hours, wages, and shift. Employees interested shall apply to the Employee Relations Office within the seven (7) calendar day posting period.

B. The Employer will notify the Union President and Chief Steward in writing of the person selected for any job vacancy in the bargaining unit.

In addition, employees within the same job classification and within the same district who are interested in assignment to the location where the job vacancy occurs, may apply for assignment to the location to the Employee Relations Office within the seven (7) calendar day posting period. In making the selection for the job vacancy, the Employer will give consideration and preference to an employee within the same classification and the same district who applies for assignment to the location where the job vacancy occurs and who has the ability to do the work for the job in the location under consideration. In the event there is more than one applicant for assignment to the location where the job vacancy occurs, consideration shall be given the employee with the most seniority in the classification. For the purpose of assignment to the location where the job vacancy occurs only, a period of twelve (12) months must have elapsed since the employee last changed job location.

## SECTION 21

### PROMOTIONS AND LATERAL TRANSFERS

A. Promotions shall prevail over lateral transfers.

B. Promotions and lateral transfers shall be made on the following basis:

1. First consideration shall be given to employees in the district in the same classification series who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given the employee with the most seniority in the classification series.

2. In the event the promotion or lateral transfer is not made under (1) above, consideration shall next be given to other employees within the district in other classifications who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given the employee with the most seniority in the district.

3. In the event the promotion or lateral transfer is not made under (1) or (2), consideration shall next be given to other employees in the bargaining unit who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the pro-

motion or lateral transfer, consideration shall be given the employee with the most seniority in the bargaining unit.

4. If no interest is shown from within the bargaining unit, or if applicants from within the district do not have the ability to do the work, the manner in which the job will be filled will be at the sole discretion of the Employer.

C. For the purposes of promotions or lateral transfers, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question.

For purposes of this section, evidence or information provided by the applicant will be placed in the Employer's record and evaluated by the Employer in his consideration of the applicant.

For purposes of this Agreement, promotion is a transfer to a higher rated job intended to be permanent, and lateral transfer shall be defined as a transfer to another job classification or same job classification in another district at equal or lower rate of pay.

D. An employee qualified for promotion or lateral transfer under the terms of section B above and who has the ability to do the work, shall be granted a two-week trial period to determine:

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

During the two (2) week trial period, the employee shall have the opportunity to revert to his former classification. If it is the determination of the Employer that the employee's performance during the two (2) week trial period is unsatisfactory in the new classification, he shall revert to his former classification and notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union President and Chief Steward.

E. During the trial period employees will receive the rate of the classification to which they have been promoted or transferred.

F. In the event the applicant with the most seniority is not selected for promotion or lateral transfer, reasons for the denial shall be given in writing to such employee with a copy to the Union President and Chief Steward.

G. For the purpose of lateral transfer only, a period of twelve (12) months must have elapsed since the employee last changed his job.

## SECTION 22

### CONTRACTING AND SUBCONTRACTING

It is not the Employer's intention to have work regularly and customarily performed by employees in the bargaining unit performed on College operated premises by sources outside the College during the term of this Agreement.

In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on College operated premises by a source outside the College, no employee in the bargaining unit shall suffer a loss of wages, fringes or seniority as a result of such decision.

Prior to any final determination of contracting or subcontracting to outside sources, except construction, major remodeling, or in the event of an emergency, the Employer shall meet with the Union thirty (30) days prior to such determination to attempt to clarify the situation. However, work now performed by bargaining unit employees in the areas of remodeling will be continued.

## SECTION 23

### SAFETY COMMITTEE

A. The Employer and the Union recognize their responsibilities under the federal and state Occupational Safety and Health Act. The Employer agrees to provide safe places, safe conditions, safe practices and safe appliances for the performance of work. The Union agrees that bargaining unit employees shall abide at all times by the established federal and state Occupational Safety and Health Act, and College safety rules and regulations. Violation of such rules and regulations may be referred to the safety committee and if not resolved shall be proper subject for a Special Conference.

B. The safety committee shall consist of not more than two (2) employees and the Employer's representatives. The Union will furnish the Employer the names of its members of the safety committee and such changes as may occur from time to time in such personnel. This committee shall meet at least once a month, during regular working hours for a period not to exceed two (2) hours, for the purpose of making recommendations to the Employer. If the safety committee feels that an investigation shall be made concerning a particular safety practice or rule, then one Union member of the

safety committee and a representative of the Employer of the safety committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

## SECTION 24

### UNION BULLETIN BOARDS

A. The Employer will provide five (5) enclosed, locked bulletin boards, one (1) for each District in mutually agreeable locations in the Building Attendant, Central Heating Plant, Food Service, Maintenance areas and the Walker Cisler College Center, which may be used exclusively 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.

B. The bulletin board shall not be used by the Union for posting or distributing pamphlets of a political nature. Any use not listed in Section A above shall be subject to approval by the Employer. Application for approval shall be directed to the Employee Relations Office.

## SECTION 25

### OVERTIME

#### A. Overtime Premium

1. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's workday.
2. Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
3. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday, a sick day, or a vacation day for which he receives pay will be counted as a day worked.

#### B. Pyramiding

Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked.

### C. Equalization

Overtime within districts shall be distributed as equitably as practicable among employees having the ability to do the work who are assigned to the same classifications within the same districts. It shall not be considered practicable to call in an employee to work rather than extend the shift of an employee already at work.

For the purpose of this section, time not worked because the employee does not choose to work, will be charged against the employee's overtime equalization record, such charge to be two (2) hours or the average number of overtime hours of the employees working during that overtime period.

Employees who change classifications will be charged the highest number of overtime hours that exist in the new classification on the day they are reclassified.

Any equitable distribution shall be rectified in the future scheduling of overtime. An overtime record shall be maintained for each department and posted as soon as practicable after any overtime is worked.

Should the above method prove to be unsatisfactory the parties agree to meet and work out a solution.

## SECTION 26

### SHIFT DIFFERENTIAL

Employees who commence work during the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour and twenty (20) cents per hour, respectively, additional compensation. Such differential will be paid for all hours worked on a shift.

For the purpose of determining the periods for which shift differential will apply, the first shift is any shift that starts on or after 5:00 a.m. but before 12:00 noon. The second shift is any shift that starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that starts on or after 8:00 p.m. but before 5:00 a.m.

## SECTION 27

### REPORT-IN PAY

An employee who reports for scheduled work and no

work is available will receive three (3) hours' pay at his regular straight time rate.

## SECTION 28

### CALL BACK PAY

An employee reporting for duty at the Employer's request for work which is outside of and not continuous with his scheduled work period, shall be guaranteed three (3) hours' pay at the rate of time and one-half.

## SECTION 29

### WORK IN HIGHER CLASSIFICATION

If an employee is temporarily assigned (for one day or more) to a classification with a higher maximum rate, he shall receive an increase of ten cents (10) per hour or the minimum rate for the higher classification, whichever is greater; except as provided for in paragraph 3, Section 18 A, Layoff and Recall.

## SECTION 30

### REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The period of fifteen (15) minutes shall be the time away from work and shall include time spent going from the work location to any other location. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or departure, nor may it be regarded as accumulative if not taken.

## SECTION 31

### WASH-UP TIME

Employees will be given such time as is necessary and reasonable, as required by the nature of their job, prior to end of shift to wash up and change uniforms, if used.

## SECTION 32

### HOLIDAYS

A. The following legal holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day and Christmas Day. In addition three and one-half (3½) paid declared holidays will be granted: the day after Thanksgiving Day, either the day before or the day following two (2) of the legal holidays to be announced annually in advance and the afternoon (one-half day) of Good Friday. When a holiday falls on a Sunday, it may, at the discretion of the Employer, be observed on the following Monday; and when a holiday falls on a Saturday, it may, at the discretion of the Employer, be observed on the preceding Friday and any provisions concerning holiday pay or holiday time off shall, in such event, apply to such Monday or Friday on which the holiday is observed.

B. Each full-time employee, other than an employee on layoff (except as otherwise herein provided) or on any leave of absence, shall receive eight (8) hours pay at his hourly rate for the holiday, and four (4) hours pay for the one-half (½) holiday, provided the employee meets the following eligibility requirement:

He works his last scheduled workday prior to and his first scheduled workday following the holiday, unless his failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Section 34, (2) approved vacation, or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

C. In addition to the holiday pay as provided in paragraph B above, an employee who works on the holiday will be paid for the time worked at one and one-half times his hourly rate. To the extent that time worked is paid pursuant to this section, it shall not be considered time worked under Section 25, Overtime, Subsections A and B.

D. Holidays during vacation or sick leave shall not be counted as part of vacation or of sick leave time.

E. If an employee is laid off for the period between the end of the fall term and the beginning of winter term because of lack of work, he will receive holiday pay for Christmas Day and New Year's Day.

## SECTION 33

### VACATIONS

A. Eligibility for Vacation

Vacation time begins to accumulate with the date of

employment, but does not become available to the employee until he has completed six calendar months of employment. Therefore, no employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before he has completed six calendar months of employment.

#### B. Vacation Accrual

Vacation time shall accumulate as follows:

- during first year of employment, one day per month
- during second through seventh year of employment, 1¼ days per month
- during eighth and subsequent years of employment, 1½ days per month.

Paid employment of not less than five (5) working days (or 40 hours) in a biweekly pay period shall count as a whole biweekly period in computing vacation time. Vacation time shall accrue to the employee on a biweekly basis. Unused vacation time shall not be accumulated beyond thirty-six (36) days.

#### C. Pay in Lieu of Vacation Time

An employee will receive in lieu of paid vacation time (i.e. without taking actual time off from work) only after completion of six calendar months of employment and then only under the following circumstances:

1. Retirement; or
2. Termination; or
3. Death, in which case the beneficiary will be paid.

#### D. Pay for Accrued Vacation Time

1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken times the number of hours of accrued paid vacation time scheduled and used (not to exceed 8 hours in a day or 40 hours in a week) and shall be paid to the employee on his regular pay day.

2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in paragraph C occurs, times the number of hours of accrued vacation time up to a maximum of two hundred eighty-eight (288) hours.

#### E. Scheduling of Vacations

Vacation time off shall be taken at the convenience of the department, office, or division in which the employee works. It shall, however, be the Employer's responsibility

to insure the employee an opportunity for full vacation time off within the allowable period during which vacations may be taken, and the Employer will make a sincere effort to accommodate the vacation plans of the employee, provided, however, that the Employer may elect to close down any or all of its operations and schedule vacations during the close-down period. Ten (10) of these days must be consecutive if requested by the employee. In case of conflict between employees as to scheduling of vacations, such conflict shall be resolved in favor of the employee with the greatest seniority.

F. Vacation in Lieu of Sick Leave

At the request of an employee, an absence covered by Section 34, Sick Leave, may be charged against accrued vacation time after all payments under Section 34, Sick Leave, have been exhausted.

G. Holidays during Vacation

If a day observed by the Employer as a holiday as provided in Section 32, Holidays, occurs during an employee's vacation, he shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

SECTION 34

SICK LEAVE

A. Employees shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year. Such sick leave shall accrue to the employee on a biweekly basis. Maximum accrual is one hundred fifty (150) working days, or one thousand two hundred (1,200) hours. Employees may use credited sick leave after they have completed their first month of service. Paid employment of not less than five (5) working days (or forty hours) in a biweekly pay period shall count as a whole biweekly period in computing sick leave credit.

B. Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence due to pregnancy or childbirth for the period of temporary disability, duration to be determined by the attending physician.
3. Absence from work by reason of quarantine

by a public health officer because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

4. Medical appointments and dental appointments for extractions or treatment to the extent of time required to complete such appointments.

5. Absences required by the illness or injury to members of the immediate family who, in this instance, shall include the following:

Spouse	Grandparents
Children	Parents-in-law
Parents or Foster Parents	Brothers
Other Direct De- pendents	Sisters

6. For funeral leave. (Section 35)

7. A physician's statement or a sworn affidavit may be required to sustain a claim of absence because of illness.

C. All employees shall accumulate sick leave from the date they are hired.

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 provisions of the Act, to be deducted from accumulated sick leave, prorated. If sick leave is exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted. An employee who suffers injury which arises out of and in the course of his employment at the College resulting in disability of seven (7) days (maximum of 5 working days) or less in duration, and whose accumulated sick leave has been exhausted, shall not lose time or pay because of such disability. If such disability continues beyond fourteen (14) days and becomes compensable under the Workmen's Compensation Act from the date of injury, the employee shall reimburse the Employer for pay he received for the first seven (7) days (maximum of 5 working days) of disability which have not been charged against his sick leave.

E. Employees who have exhausted their sick leave credit and are still unable to return to work, may, at the employee's request be paid from any unused vacation credits.

F. Employees who are laid off shall have credited to

them any unused sick leave earned, effective under the terms of this section at the time they are recalled. This provision shall not apply to rehires.

G. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces during a declared national emergency, shall, upon reemployment by the College, have credited any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

H. An employee who transfers from one district to another shall transfer with him any unused sick leave.

I. Employees on leave of absence or layoff shall not accumulate sick leave during such period.

J. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken times the number of hours of accrued sick leave used (not to exceed 8 hours in a day or 40 hours in a week) and shall be paid to the employee on his regular pay day.

K. At the conclusion of an employee's sick leave the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

#### L. Pay in Lieu of Sick Leave

An employee will receive pay in lieu of paid sick leave time (i.e. without actually taking time off from work) only after completion of one calendar month of employment and then only under the following circumstances and as provided below:

1. An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the retirement act, shall be paid for up to the maximum of one hundred (100) days, or eight hundred (800) hours of his unused sick leave.
2. An employee who retires on or after age 65, or retires due to a total and permanent disability, shall be paid for up to the maximum of one hundred (100) days, or eight hundred (800) hours of his unused sick leave.
3. In the case of the death of any employee, payment of up to the maximum of one hundred (100) days, or eight hundred (800) hours of his unused sick leave shall be made to his beneficiary.

Pay in lieu of sick leave time shall be at the employee's hourly rate, at the time the event set forth in paragraph L occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours.

## SECTION 35

### FUNERAL LEAVE

A. If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave with pay chargeable to accumulated sick leave.

#### DEFINITION OF IMMEDIATE FAMILY OR HOUSEHOLD:

The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, parent, foster parent, or grandparent of either employee or spouse. Additional leave may be granted in special cases, subject to the approval of the Employer, such additional leave to be chargeable to sick leave or to be without pay.

B. If a death occurs among the relatives of an employee, the employee shall be granted one day's leave with pay chargeable to sick leave in order to attend the funeral services and ceremonies.

C. In the event the employee's accumulated sick leave has been exhausted, the funeral leave of paragraph A and B will be treated as not chargeable to accumulated sick leave and shall be without loss of time or pay.

D. Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee will be paid during the time they must be off the job, subject to appropriate arrangements with supervisors as to work schedules and not to exceed four (4) hours.

## SECTION 36

### LEAVES OF ABSENCE

A. Short Term Absence on Personal Business

A non-probationary employee may be granted an absence for personal business without pay with the recommendation of the supervisor. Such absence may not exceed five (5) working days at any one time or a total of

ten (10) working days during a year, except, the limit of five (5) working days at any one time does not apply during closedown of any or all of the Employer's operations. General conditions set forth in paragraph L do not apply to short term absence on personal business, and accrual of benefits is not affected.

#### B. Formal Leave of Absence for Personal Reasons

A non-probationary employee may be granted, at the sole discretion of the Employer a formal leave of absence for personal reasons for a period not to exceed six (6) months. Such a leave may be extended for additional periods, but leave and extensions shall not exceed one (1) year. In no event shall such a leave be granted to enable an employee to work for another employer or in self-employment.

#### C. Medical

A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave payments under Section 34, Sick Leave, and vacation payments under Section 33, Vacations, may be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer.

The leave of absence may be for the period of continuing disability, but not to exceed six (6) months, unless extended by the Employer. In no case, however, shall a leave and extension exceed one (1) year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

#### D. Educational Leave for Veterans

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absences without pay for a period equal to their seniority but not to exceed two (2) years, in order to attend school on a full-time basis under applicable Federal laws in effect on the date of this Agreement.

#### E. Military Training Leave

A non-probationary employee who belongs to the National Guard, Officer Reserve Corp, or similar military organization, will be allowed up to fifteen (15) days leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive

full pay.

#### F. Jury Duty and Witness Service

An employee who loses time from work during his normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Employee Relations Office a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period.

#### G. Full-time Assignment with Union

A non-probationary employee who accepts a full-time assignment with the International Union or Council by election, appointment or hiring shall be granted a leave of absence of not to exceed two (2) years, without pay and without loss of seniority, for such purpose, and provided such leave of absence is requested in writing of the Employer's Employee Relations Office by the International Union or Council at least fifteen (15) regularly scheduled working days before the start of such leave.

No more than one employee shall be granted a leave of absence for this purpose at any one time.

#### H. Union Education Leave

Leave of absence (with pay provided they are in pay status) will be granted (upon receiving one week written notice) to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed two (2) employees from any one district at any one time, provided other employees are available to perform their work. The number of working days will not exceed five (5) for each employee for a combined total of fifteen (15) working days per contract year during the term of this Agreement.

#### I. Pregnancy, Childbirth, and Childcare Leave

The sick leave and medical leave provisions of this Agreement apply to absences due to pregnancy and childbirth the same as to any other temporary disability. The duration of the temporary disability is determined by the

attending physician. The period prior to or following the conclusion of the temporary disability is covered by the personal leave provision set forth in paragraph B. Personal leave may be granted for childcare purposes.

#### J. Application for Leave of Absence

Applications for leaves of absence must be approved by the employee's department head before being sent to the Employee Relations Office for consideration.

#### K. Return from a Leave of Absence

Applications for reinstatement from a leave of absence must be made to the Employee Relations Office before the leave expires. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less, shall, upon return from such leave, be given his former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. In such event he shall be placed at the top of the layoff list.

#### L. General Conditions

During a leave of absence, an employee will not accrue vacation or sick leave, will not be eligible for holiday pay, nor will he be eligible for any payments for time off work provided by this Agreement.

Subject to, and consistent with, the various group insurance or health care protection plans in which the employee may be enrolled, coverage may be continued during leave of absence provided direct payment of the total premium is made through and as prescribed by the Employer.

During a leave of absence, both the Employer's and the employee's contribution to the Michigan Public Schools Retirement System are discontinued and benefits do not accrue, are not forfeited, nor can they be withdrawn.

Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for the first sixty (60) days of a personal leave of absence and shall be retained thereafter.

Any employee who obtains leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

## SECTION 37

### EXTENDED MILITARY LEAVE

Upon application to the Employee Relations Office, a military leave of absence (without pay), for a normal tour of duty, will be granted to employees who have acquired seniority. This applies to employees who are inducted through Selective Service, voluntarily enlist, or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

An employee returning to work from an extended military leave of absence shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from extended military leave must be made within thirty (30) calendar days after his release, otherwise he shall not be eligible to return to work. Except as otherwise herein provided, the reemployment rights of such employees returning from extended military leave shall be limited by applicable laws and regulations.

## SECTION 38

### MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job or his fitness to return to work at the College and the employee is not satisfied with the determination of the physician or physicians designated by the Employer, he may submit a report from a physician of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Employer through its designated physician and the employee's physician shall agree upon a third physician to submit a report to the Employer 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 Employer and the employee.

## SECTION 39

### PENSIONS

The pension system shall be that of the Michigan Public School Employees' Retirement System administered by the Retirement Board.

## SECTION 40

### HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay in full the basic rate of: one person, two person, or family hospitalization medical coverage for bargaining unit employees under the group plan for the Employer. The cost of additional family continuation or sponsored dependent riders will be paid by the employee.

The Employer reserves the right to select the underwriter with no reduction in benefits. If the Employer increases the hospitalization medical coverage benefit for College employees not represented by the Union, it will increase the benefit for employees in the bargaining unit in the same manner and to the same extent during the term of this Agreement.

## SECTION 41

### LIFE INSURANCE

The Employer agrees to provide a four thousand dollar (\$4,000) Term Life Insurance policy, with a four thousand dollar (\$4,000) Accidental Death and Dismemberment rider, for all regular full-time bargaining unit employees who complete and file application in accordance with carrier's regulations.

The Employer reserves the right to select the underwriter with no reduction in benefits. If the Employer increases the life insurance coverage benefit for College employees not represented by the Union, it will increase the benefit for employees in the bargaining unit in the same manner and to the same extent during the term of this Agreement.

## SECTION 42

### UNIFORMS

All New Hires within the bargaining unit shall be issued two (2) uniforms upon completion of their probationary period.

All other employees within the bargaining unit, who have been furnished uniforms, shall be issued two (2) uniforms each subsequent year. Any additional uniforms required shall be furnished by the employee. Badges, emblems, etc., will be provided by the Employer and the employee will sew them on or affix them in an otherwise prescribed manner to all uniforms to be worn on the job.

Employees shall be responsible for the laundry, care and maintenance of their uniforms.

Each employee is required to wear his work uniform properly laundered and of good appearance during all working hours.

Uniforms furnished by the Employer shall not be worn by employees when off duty.

When an employee is assigned to work for which the wearing of special equipment is required, the College shall provide it. Special equipment furnished by the College shall include special safety glasses, special gloves, and safety head covering when necessary.

## SECTION 43

### TUITION FEE REFUND

Full-time bargaining unit employees with a minimum of one (1) continuous year of employment at the College since their last hiring date shall be eligible, subject to course prerequisites and requirements to take Lake Superior State College credit courses and, under certain conditions, receive a refund of their regular fees payment. All special or other incidental fees, such as special course fee, etc., are not refundable. Non-credit courses or credit courses taken on a non-credit basis and Physical Education courses do not qualify.

Conditions for refund are;

1. Courses must be taken during hours the employee is not scheduled to be working for the Employer.
2. Limit of three (3) credit hours per term.
3. Completion of course with grades A, B, C, or D.

Upon successful completion of a qualifying course, the employee shall make application for tuition fee refund through his supervisor to the Employee Relations Office on forms provided by the Employer.

## SECTION 44

### STRIKES AND LOCKOUTS

Local No. 1909, and Council No. 7 of the American Federation of State, County and Municipal Employees, their officers, agents and members agree that for the duration of

this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, picketing, or any acts of any similar nature which would otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

The Employer agrees it will conduct no lockout during the term of this Agreement.

## SECTION 45

### SUPPLEMENTAL AGREEMENTS

All supplemental agreements must be reduced to writing and shall be subject to the approval of the Employer and the Union (Local 1909, and Council 7). They shall be approved or rejected within a period of thirty (30) days following the date they are filed.

## SECTION 46

### WAGES

Effective July 1, 1973, through June 29, 1974, employees within the bargaining unit shall receive wages according to the following rate schedule:

<u>Classification</u>	<u>1973-74 Rate</u>
Building Attendant	3.43
Carpenter II	4.55
Carpenter I	3.95
Electrician	4.55
Equipment Operator	3.84
General Repairman and Landscaper	3.84
Utility Repairman and Groundsman	3.84
Painter	3.84
Plumber	4.55
Trades Helper	3.59
Steam Plant Operator	4.15
Cook III	3.80
Cook II	3.40
Cook I	3.10
Food Service Helper	2.90
Baker	3.40
Salad and Pastry Cook	3.25
Dishroom Operator	3.00

## LONGEVITY PAY

All regular employees covered by this Agreement in the active service of the Employer as of October 1, 1973, shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

A. Longevity pay shall be based on an employee's continuous service with the Employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual earnings for the preceding calendar year as stated in the employee's W-2 form.

B. Following completion of six (6) years of continuous full-time service by October 1, 1973, and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

C. To be eligible for longevity payments 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.

D. Payments to employees who become eligible by October 1, 1973, shall be due the subsequent December 1. The first payment shall be due December 1, 1973.

E. Effective October 1, 1973, prorated payments shall be made to those employees who retire under the Employer's retirement plan prior to October 1, 1974, and to those who retire prior to October first of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death, longevity payments shall be made to the beneficiary. Such prorated 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 first to the day of retirement, separation or death, and shall be made as soon as practicable thereafter.

F. Longevity Pay Schedule

CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
6 or more and less than 11 years	2% of annual wage
11 or more and less than 15 years	3% of annual wage
15 or more and less than 19 years	4% of annual wage
19 or more and less than 23 years	5% of annual wage
23 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

## SECTION 48

### WORK OF SUPERVISION

Supervisory employees shall not perform work on any hourly rated job classification except: (1) in emergencies (2) in the instruction or training of employees (3) testing materials and production (4) in the performance of necessary work when production difficulties are encountered and regular employees are not available or qualified. (In no event will supervisory personnel be utilized for work to prevent payment of overtime, unless regular unit employees refuse overtime or do not have the ability to do the work.)

## SECTION 49

### VALIDITY

This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect. Any provisions invalid shall be negotiated between the parties.

## SECTION 50

### TERMINATION OR MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 1976, to be reopened for wages only on the anniversary dates, June 30, 1974, and June 30, 1975.

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

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice

of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

#### C. Notice of Termination Modification

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Secretary-Treasurer of Local 1909, with a copy to Secretary-Treasurer of Council 7, AFSCME, AFL-CIO, and if to the Employer, addressed to the Director of Employee Relations, Lake Superior State College, or to any such address as the Union or the Employer may make available to each other.

SECTION 51

EFFECTIVE DATE

This Agreement shall become effective retroactive to July 1, 1973.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: July 12, 1973

June 12, 1973

LAKE SUPERIOR STATE COLLEGE

Soja J. Boelcskevny  
Soja J. Boelcskevny  
Director of Employee Relations

T. L. Miller  
Ted L. Miller  
Director of Accounting Services

Logan A. Douglas  
Logan A. Douglas  
Director of Auxiliary Enterprises

MICHIGAN STATE EMPLOYEES' UNION  
LOCAL 1909, COUNCIL 7, AFSCME, AFL-CIO

Douglas J. Hiltunen  
Douglas J. Hiltunen  
Staff Representative  
Council 7, AFSCME, AFL-CIO

Elsie K. Peller  
Elsie K. Peller  
Negotiating Committee

Woodrow A. Charles  
Woodrow A. Charles  
Vice-President, Local 1909

Urban L. Payment  
Urban L. Payment  
Negotiating Committee

## MEMORANDUM OF UNDERSTANDING

This confirms our agreement that:

1. Permission shall be granted to one (1) of two (2) local Union representatives, selected by the Union and approved by the Employer, to post Union notices on Union bulletin boards during working hours without loss of time or pay. The supervisor's permission must be secured by the selected Union representative, performing the posting, prior to leaving work and the time for posting on all five (5) bulletin boards shall not exceed one-half hour on any one occasion. Any alleged abuse of the posting privilege will be proper subject for a special conference.
2. No parking fees shall be charged to employees within the bargaining unit for parking on campus in available adjacent parking areas during the term of this Agreement. New employees must register their cars at the time of hire. All other employees must register their cars each year during the annual registration period. All employees must display on their cars at all times the properly affixed parking permit decal. This Agreement does not exempt any employee from the payment of any parking fines for violation of published parking regulations.
3. The regular full-time work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off, except for continuous seven day operations. All employees, except employees in the Central Heating Plant and Building Attendants on the second shift shall have a minimum of one-half ( $\frac{1}{2}$ ) hour lunch period without pay. Schedules shall be posted four (4) weeks in advance and shall not be changed arbitrarily, except because of matters beyond the control of the Employer. Matters beyond the control of the Employer shall include among others, absences of employees because of sickness, vacation, or other reasons.
4. All bargaining unit employees on the first shift in the Building Attendants' district will have one-half ( $\frac{1}{2}$ ) hour lunch period, without pay. All bargaining unit employees in the Maintenance district will have one-half ( $\frac{1}{2}$ ) hour lunch period from May 1, through October 31, and one (1) hour lunch period from November 1, through April 30, without pay. Any problems or abuses arising from this lunch period scheduling shall be proper subject for a special conference and the Employer and the Union will make every effort to work out a satisfactory solution. Failure to work out a satisfactory solution may result in return to the one (1) hour lunch period. It is further agreed that the Employer and the Union may meet at a

later date during the term of this Agreement, if new alternatives can be resolved.

5. The following notice shall appear on Building Attendants' job postings: Building Attendants interested in assignment to the (name of building) may apply for assignment to the above location to the Employee Relations Office within the seven (7) calendar day posting period, according to Section 20 Notice of Job Vacancy. Should the vacancy in the above location be filled by reassignment the resulting vacancy in any other location will be filled without further posting.

6. It is recognized by the Union that as a matter of policy the Employer 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. It is understood and agreed that student help will not be used to displace or replace regular employees on the Employer's payroll of their regularly scheduled work, nor deprive regular employees of overtime as provided for in this Agreement, except as required for special events in the Food Service district; however, skilled duties of Cooks and Bakers will not be performed by student help.

7. The laundering of aprons for bargaining unit members in the Food Service district shall be provided by the Employer by methods and procedures to be determined by the Employer.

#### 8. Holiday Schedule

1973-74      July 4, Independence Day  
                  August 31, Friday before Labor Day  
                  September 3, Labor Day  
                  November 22, Thanksgiving Day  
                  November 23, Friday after Thanksgiving  
                  Day  
                  December 24, Monday before Christmas  
                  Day  
                  December 25, Christmas Day  
                  January 1, New Year's Day  
                  (one-half day) Good Friday afternoon  
                  May 27, Memorial Day

1974-75      July 4, Independence Day  
                  July 5, Friday after Independence Day  
                  September 2, Labor Day

November 28, Thanksgiving Day  
November 29, Friday after Thanksgiving Day  
December 24, Tuesday before Christmas Day  
December 25, Christmas Day  
January 1, New Year's Day  
(one-half day) Good Friday afternoon  
May 26, Memorial Day

1975-76

July 3, Thursday before Independence Day  
July 4, Independence Day  
September 1, Labor Day  
November 27, Thanksgiving Day  
November 28, Friday after Thanksgiving Day  
December 25, Christmas Day  
December 26, Friday after Christmas Day  
January 1, New Year's Day  
(one-half day) Good Friday afternoon  
May 31, Memorial Day

Executed on July 12, 1973

FOR LAKE SUPERIOR STATE COLLEGE

By: Sybil J. Baleskany

FOR LOCAL 1909, AFSCME

By: Woodrow Charles

### SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is made and entered into this sixth day of August, 1974, between Lake Superior State College (hereinafter referred to as the "Employer") and Local No. 1909, and Council No. 7, of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

1. Retroactive to July 1, 1974, through June 30, 1975, employees within the bargaining unit shall receive wages according to the following rate schedule:

<u>Classification</u>	<u>1974-75 Rate</u>
Building Attendant	\$ 3.60
Carpenter II	4.76
Carpenter I	4.14
Electrician	4.76
Equipment Operator	4.02
General Repairman and Landscaper	4.02
Utility Repairman and Groundsman	4.02
Painter	4.02
Plumber	4.76
Trades Helper	3.76
Steam Plant Operator	4.35
Cook III	3.98
Cook II	3.57
Salad and Pastry Cook	3.42
Cook I	3.27
Dishroom Operator	3.17
Food Service Helper	3.07
Baker	3.57

2. The Employer agrees to pay in full the mandatory five per cent (5%) employee contribution under the non-contributory plan into the pension fund of the Michigan Public School Employees' Retirement System of the aggregate annual compensation earned after July 1, 1974, by all bargaining unit employees of Local 1909.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: August 6, 1974.

LAKE SUPERIOR STATE COLLEGE

MICHIGAN STATE EMPLOYEES' UNION  
COUNCIL NO. 7, AFSCME, AFL-CIO

*Soja J. Boleskevyc*  
Soja J. Boleskevyc  
Director of Employee Relations

*Douglas G. Hiltunen*  
Douglas G. Hiltunen  
Staff Representative  
Council 7, AFSCME, AFL-CIO

*Logan A. Douglas*  
Logan A. Douglas  
Director of Auxiliary Enterprises

*Florence E. Johnston*  
Florence E. Johnston  
President, Local 1909

*Earl C. Tomlinson*  
Earl C. Tomlinson  
Director of Budgets

*Urban L. Payment*  
Urban L. Payment  
Chief Steward, Local 1909

*Elsie K. Peller*  
Elsie K. Peller  
Negotiating Committee

*Harold W. Hoorinstra*  
Harold W. Hoorinstra  
Negotiating Committee

## MEMORANDUM OF UNDERSTANDING

This confirms our agreement that the following provisions shall replace related provisions in the Agreement, signed July 12, 1973, and continuing in full force and effect until 11:59 p.m. June 30, 1976:

1. Section 23, "Safety Committee" is herewith invalid. Replaced by revised Section 23, "Safety Committee Representation" as follows:
  - A. "The Employer and the Union recognize their responsibilities under the federal and state Occupational Safety and Health Act. The Employer agrees to provide safe places, safe conditions, safe practices and safe appliances for the performance of work. The Union agrees that bargaining unit employees shall abide at all times by the established federal and state Occupational Safety and Health Act, and College safety rules and regulations. Violation of such rules and regulations may be referred to the safety committee and if not resolved shall be proper subject for a Special Conference.
  - B. The Union shall delegate one (1) seniority employee as representative of the bargaining unit to serve on the Employer's permanent safety committee. The Union shall furnish to the Employer the name of the safety committee representative and any change as may occur from time to time in delegation of the safety representative. The Union representative shall report to the safety committee any potential safety hazard concerning the Employer's premises, the employees' work places, conditions, practices, or equipment connected with the performance of work of bargaining unit employees. If it is the safety committee's determination that an investigation shall be made, then the Union representative and a representative of the Employer of the safety committee will be designated to investigate the particular safety hazard and make proper recommendation to the Employer for elimination of the safety hazard."
2. Section 36, "Leaves of Absence", Subsection E, "Military Training Leave", is herewith invalid. Replaced by revised Subsection E - 1 and new Subsection E - 2 as follows:

### Subsection E - 1, "Temporary Military Leave of Absence"

"1. Non-probationary employees who are members of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence for active duty training shall be with pay equivalent to the difference between the employees' military pay and their regular pay for each day of absence from scheduled College employment, if their military pay is less for those same days. Such leave shall not exceed fifteen calendar days of absence from scheduled employment in any calendar year. Employees taking temporary military leave during their vacation will receive full pay.

2. Employees in full pay status shall be entitled to holiday pay for a designated holiday which occurs or is observed during the period of their temporary leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of College pay for the holiday.

3. If active duty training exceeds fifteen (15) days in any calendar year, employees may elect to be placed on regular military leave of absence without pay, or use accrued vacation days, for the remainder of the period of training. The leave and right to restoration to their former position shall be terminated, if employees fail to return to their position within fifteen (15) days of release from training duty and/or from date of discharge from hospitalization incident to that training."

### Subsection E - 2, "Emergency Military Leave of Absence"

"1. Non-probationary employees who are members of a reserve component of the armed forces and are ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employees' military pay and their regular College pay for each day of absence from scheduled College employment, if their military pay is less for those same days, but shall not exceed thirty (30) consecutive

calendar days.

2. Holiday pay shall be handled as prescribed in Temporary Military Leave of Absence.
3. Should the period of state emergency duty exceed thirty (30) consecutive calendar days, employees may elect to be placed on regular military leave of absence without pay, or use accrued vacation days for the remainder of the duty period. Upon release from state emergency duty, employees shall be restored immediately to their former positions."

Subsection F, "Jury Duty and Witness Service". The heading is retained unchanged. Provisions of the subsection are herewith invalid and are replaced by the following revised provisions:

- "1. Employees who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be offset against such pay. Employees shall furnish the Office of Employee Relations a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period. For the purpose of this section, the regular pay of a part-time employee shall be the average daily pay for the previous two pay periods.
2. Employees are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a state car and are not eligible for travel reimbursement from the College.
3. If an employee's absence would impair departmental operations, the College may petition the court to excuse the employee from jury duty."

3. Section 37, "Extended Military Leave" is herewith invalid. Replaced by revised Section 37 "Regular Military Leave of Absence" as follows:

"Non-probationary employees who enter military service in the armed forces of the United States under the provisions of the selective service law, by call to duty or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fulfill their military obligation. The leave and right to restoration to their former position shall automatically terminate if employees voluntarily remain in military service beyond the period of time required by selective service law."

Executed on August 6, 1974

FOR LAKE SUPERIOR STATE COLLEGE

FOR LOCAL 1909, AFSCME

by:

*Sija J. Barleskany*

by:

*Flarence J. Johnston*