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THE BOARD OF TRUSTEES OF OLIVET COLLEGE
and
LOCAL UNION 1585-A AFFILIATED WITH COUNCIL 7
OF THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFL-CIO)

UNION CONTRACT

DATED JULY 1, 1971

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1. AGREEMENT

- a. This Agreement made and entered into this 1st day of July, 1971, by and between The Board of Trustees of Olivet College, hereinafter referred to as the EMPLOYER, and Local Union 1585-A affiliated with Council 7 of the American Federation of State, County, and Municipal Employees Union (AFL-CIO), hereinafter referred to as the UNION.
- b. Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "Contract."

2. PURPOSE AND INTENT

- a. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.
- b. The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service. To these ends the Employer and the Union encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels and among all employees.
- c. Accordingly, the officials representing the College and the Bargaining Committee of the Union will during the life of this agreement meet on the first Wednesday of each month for the purpose of appraising the problems which have arisen in the application, administration, and interpretation of this agreement and which may be interfering with the attainment of their joint objective as set forth above.

3. RECOGNITION

- a. 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 as described below:

"All housekeeping and maintenance employees of Olivet College exclusive of Administrative, executive, supervisory professional and technical, and clerical employees, student employees, temporary employees, and irregular part-time employees."

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

4. DEFINITION OF EMPLOYEES

- a. For the purpose of this Agreement, "temporary" employees shall be deemed to mean those employees who are hired for a period of employment which is not to exceed three (3) consecutive months from their date of hire.
- b. "Part time" employees shall mean those employees who work an average of twenty (20) hours or less per week during the fiscal year.
- c. "Probationary Employee" --An employee is a probationary employee for his first thirty (30) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with thirty (30) calendar days length of service and it shall be so entered on the seniority list.
- d. "Regular Employee" --An employee who has completed his probationary period.
- e. "Student Employee" --An employee who is a student of the College enrolled for at least three (3) semester hours for credit.

5. RIGHTS OF THE EMPLOYER

The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct, or supervise the operations of the College and the employees are vested solely in the College. The rights to manage referred to herein include but are not limited to: (1) the 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 property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise maintain an orderly, effective, and efficient operation.

6. UNION MEMBERSHIP

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

- b. It is agreed that the College will not be required to discharge an employee in any instance where it will result in a violation of the law.
- c. This union membership requirement shall not apply to employees excluded in paragraph 3 of this agreement.

7. UNION DUES AND INITIATION FEES

a. Payment of Check-Off or Direct to Union

The Employer will check off initiation fees and monthly dues monthly from pay due employees on the last day of a calendar month, on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the proper authorization for checkoff of union dues or service charges and make such payments directly to the Union; but if they are members of the Union, they must remain members for the duration of the Agreement.

b. Employer Responsibility for Deductions

The Employer shall have no responsibility for the collection of initiation fees and membership dues that are not in accordance with the Union Membership Clause of the Agreement.

c. Delivery of Executed Authorizations for Check-Off

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees or monthly membership dues are to be deducted, in accordance with the Union Membership clause of the Agreement, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off form which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Council #7 Secretary-Treasurer by the Employer.

d. When Deductions Begin

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

e. Refunds

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 or By-Laws, refunds to the employee will be made by the Council.

f. Remittance of Deductions to Secretary-Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council 7 as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer of Council 7, monthly, with a list of those for whom the Union has submitted signed forms authorizing check-off, but for whom no deductions have been made.

- g. Termination of Check-Off
An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Council 7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- h. Disputes Concerning Check-Off
Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board and its decision shall be final and binding on the employee, the Union and the Employer. Until the matter is disposed of, no further deductions shall be made.
- i. Limit of Employer's Liability
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 employees.
- j. List of Members Paying Dues or Service Charges Directly
The Union shall furnish the Employer within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the Council 7. Thereafter the Union will furnish the Employer a monthly list of any changes.
- k. Disputes Concerning Membership
Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and, if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

8. REPRESENTATION

- a. The Union and the Employer shall jointly determine the representation district in the bargaining unit.
- b. One representative unit shall consist of all housekeeping employees and general maintenance employees.
- c. A regular full time employee shall be elected Chief Steward by the Union.

9. STEWARDS AND ALTERNATE STEWARDS

- a. Employees in the above representative unit shall be represented by one district steward, or during his absence an alternate steward, who shall

be a regular employee and working there in the district. During scheduled overtime periods for more than one employee in his district, the district steward or alternate steward shall be scheduled to work as long as there is work scheduled in his district that he can perform and shall be so notified and scheduled.

- b. The district stewards, during their working hours, without loss of time or pay, shall in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer initiated by an employee. The Supervisor will grant permission and provide sufficient time to the district stewards to leave their work for these purposes. District stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances or disputes.
- c. A Chief Steward may be elected by the Union to discuss grievances with supervisors and/or district stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay or time based on the understanding that the time will be devoted to the prompt investigation and handling of legitimate grievances or disputes filed by employees.
- d. The Union shall be represented by a grievance committee of not to exceed three (3) members. The grievance committee members shall not lose time or pay while in process of resolving grievances or disputes. (For the duration of the Agreement, the grievance committee and the Union's bargaining committee shall be the same.)
- e. The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its grievance committee 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 its administrative heads of the bargaining unit keep the Union advised as to its representatives.
- f. There shall be two stewards (one day and one afternoon) and two alternates to be elected by the Union.

10.

GRIEVANCE PROCEDURE

- a. Definition of Grievance: A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.
- b. Any employee having a grievance in connection with his employment shall present it to his immediate supervisor orally. His immediate supervisor shall take action to adjust the grievance. In the event a complaint has not been resolved by oral discussion between the employee involved and his immediate supervisor, the matter shall be resolved in the following manner:

FIRST STEP:

To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, must be signed by the

aggrieved employee or (if the grievance is on behalf of the Union) the Union representative who is filing the grievance, and must be presented to the employee's immediate supervisor within five (5) working days after the grievance occurs. The supervisor shall give a written answer to the aggrieved employee, or Union representative, within six (6) working days after receipt of the written grievance.

SECOND STEP:

If the grievance has not been resolved in the First Step, then the chief steward shall present the grievance to the Employer's representative. After discussing the grievance with the chief steward and the aggrieved, the Business Manager shall, within seven (7) calendar days after receipt of the grievance at this step, answer the grievance, in writing, and present the same to the chief steward.

THIRD STEP:

If the grievance has not been resolved in the Second Step, then the chairman of the grievance committee shall present the grievance, in writing, to the Business Manager, or his designated representative. Within seven (7) calendar days after the grievance has been presented to the Business Manager, or his designated representative, a meeting between the Union's grievance committee and the Employer's committee shall be held. Within seven (7) calendar days after such meeting, the Business Manager, or his designated representative, on behalf of the employer's committee, shall give a written third step answer to the chairman of the Union's grievance committee.

FOURTH STEP:

If the grievance has not been resolved in the Third Step, then the Local Union president shall advise the Business Manager, in writing, of the Union's intent to appeal the grievance to a meeting between the Local Union President, a representative of the Council or International Union, the Business Manager and/or some other designated representative of the Employer. Unless the time is extended by mutual agreement, such meeting shall be held within fourteen (14) calendar days following the Union's notice of intent to appeal the grievance. The Employer shall give the local union president and council or international union representative a written fourth step answer within seven (7) calendar days after such meeting.

- c. (1) If the grievance has not been resolved in the foregoing steps, then the Employer's and the Union's representatives shall jointly select an impartial chairman with whom they shall meet and to whom they shall present the facts and their respective positions concerning the grievance. In the event an impartial chairman cannot be agreed upon, the American Arbitration Association shall be requested to furnish a panel of arbitrators from whom the selection of a chairman, on an ad hoc basis, shall be made. The impartial chairman shall have such reasonable time as he shall require after such meeting to render his decision, which shall be final and binding upon the parties to this Agreement.
- (2) The impartial chairman shall not have any authority to add to, subtract from, change or modify any provisions of this Agreement. Nothing contained herein shall be construed to limit the authority of the impartial chairman, in his own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

- (3) The expenses and fees of the impartial chairman (and the American Arbitration Association, if used) shall be shared equally by the Employer and the Union.

11.

TIME LIMITS

Section 1: The time limits at any step of the grievance procedure may be extended by mutual agreement. In the event the Union does not appeal the grievance from one step to another, the grievance shall be considered as having been withdrawn without prejudice. In the event the Employer fails to reply to a grievance at any step in the grievance procedure within the specified time limit, the grievance shall automatically be considered as resolved in favor of the aggrieved, unless the Employer requests additional time to answer.

Section 2: Grievances on behalf of an entire department or the entire bargaining unit shall be filed by the chief steward and shall be processed starting with the Second Step of the grievance procedure if it involves a department or at the Third Step of the grievance procedure if it involves the entire bargaining unit.

Section 3: Employees and Union representatives (stewards, etc.) that are required to remain after working hours to meet with the Employer to adjudicate grievances or disputes shall be paid for such time at the straight time rate.

12.

DISCHARGE CASES

- a. It is the right of the Employer to discipline or discharge any employee for cause. Disputes arising under this section shall be adjusted through the regular grievance procedure initiated within five (5) working days after such action.
- b. In the event it should be decided under the grievance procedure that the employee was excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay as of the date of the action.

13.

WITHDRAWAL OF CASES

- a. After a case has been referred to an impartial chairman, the case may not be withdrawn by either party except by mutual consent.
- b. Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or co-operate with any of its members in any appeal to any court or labor board from a decision of the Arbitrator.
- c. Grievances may be withdrawn at any step, with the exception of Clause 13. a. above, by the Union without prejudice.

14.

SPECIAL CONFERENCES

- a. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meetings shall be between representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
- b. Matters taken up in special 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 special conferences. This meeting may be attended by a representative of the Council and/or International Union. Agreements may be reduced to writing at the request of either party and shall serve as precedent for future, similar issues.

15.

SENIORITY

Section 1: An employee's unit-wide seniority shall be defined as his length of continuous service with the Employer since his last hiring date as an employee or, if initially employed as a temporary employee, since the date upon which he was changed to regular status. "Last hiring date" shall mean the date upon which an employee first reported for work as an employee at the instruction of the Employer since when he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, approved vacations, sick or accident leaves, transfers or for layoffs for lack of work.

Section 2: All employees shall be probationary employees until they have completed thirty (30) calendar days of employment as an employee. The probationary period is to provide the Employer with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status.

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

16.

LOSS OF SENIORITY

An employee's seniority shall terminate:

- a. If he quits.

- b. If he is discharged and not reinstated.
- c. If he is absent from work for five (5) working days in any thirty-day period without notifying the College in writing.
- d. If he fails to report for work within three (3) working days after being notified by telephone at the last telephone number given to the Business Manager or within seven (7) days from date of mailing to the last known address of an employee, a registered letter (or certified mail) by the College to report, he shall then be considered to have voluntarily quit.
- e. If he overstays his leave of absence more than five (5) days.
- f. If he declines to accept a job on recall from a lay-off which he is capable of performing regardless of shift. Any action or dispute in the operation of this provision shall be handled in the same manner as provided in Paragraph 12 a. herein above.
- g. If the employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff.
 - (1) Provided those employees who have acquired more than one year's seniority at the time of said layoff, in order to retain their seniority beyond one year, must notify the Business Manager of the College by registered or certified mail, or in person, of their desire to be retained on the seniority list. Employees so affected must notify the Business Manager on or before each anniversary date in like manner during the time he retains his seniority. Employee's failure to notify will remove them from the seniority list.

17. CESSATION OF OPERATIONS

- a. The College agrees that in the event it decides to transfer all or a major part of its operations from Olivet, Michigan, to another place which results in the permanent layoff of employees in the bargaining unit, it will meet with the Union within thirty (30) working days after such decision is made.
- b. In the event all or a major portion of the Olivet College operations are discontinued for the reason that the College is transferring to another location, the College will discuss with the Union the effect of the move on those employees who will no longer be employed by the College as a result of such transfer.

18. SUPER SENIORITY

Notwithstanding their position on the seniority list, stewards, officers, and the Union's bargaining committee shall, in the event of a lack of work layoff, be offered work in their respective districts provided they are able to perform all elements of 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.

19. LAYOFFS

- a. When there is a decrease in force, the following procedure shall be followed: temporary, part-time, and probationary employees will be laid off, in that order, on a unit-wide or occupational group basis, whichever is in effect, provided the seniority employees can do the available work.

- b. Seniority employees will be laid off according to seniority, provided the greater seniority employees are able to perform the available work.
- c. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for the Fourth (4th) Step of the grievance procedure.
- d. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

20. RECALL PROCEDURE

- a. When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. 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 is able to do the work.
- b. Seniority of an employee who is re-employed from a seniority list in the same unit or division that he was laid off from shall be restored to status as the date he left the service of the employer.
- c. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work after notice hereinbefore provided, he shall be considered a quit. Extensions may be granted in proper cases.

21. WORK OPPORTUNITY OF LAID OFF EMPLOYEES

- a. The Employer will in employing new people in any department give work opportunity to employees with seniority of other departments who are at the time laid off.
- b. An employee with seniority who is laid off and given work in another department will accrue seniority effective as of the date of entry into this department.
- c. He shall retain seniority in his former department until his accrued seniority in his new department equals the seniority he had in his former department, at which time all of his seniority in his former department shall be cancelled.

22. PROMOTIONS

The Employer will make promotions within each department available on a seniority basis to its employees who possess the general qualifications as well as the special qualifications and training necessary.

23. VACANCIES

- a. Job vacancies shall be posted for seven (7) calendar days in conspicuous places in the bargaining unit and filled within thirty (30) calendar days thereafter,

provided applicants are available. Information on job postings will include job title, hours, wages, and location. Employees who possess the general qualifications for the job as well as the special qualifications and training necessary for the job under consideration shall indicate their desire for consideration by submitting a written notice to the Employer which shall be dated and signed.

- b. Vacancies shall be filled in the following order:
 - (1) The position shall be awarded to the senior employee in the department in the same classification who possesses the general qualifications and training necessary for the job under consideration.
 - (2) In the event the vacancy cannot be filled under (1), the position shall be awarded to the senior employee within the bargaining unit.
- c. The employee who is promoted shall be granted a five (5) working day trial period to determine:
 - (1) His ability to perform the job.
 - (2) His desire to remain on the job.
- d. During the trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the steward of the district. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the job, he must remain on the new job for at least six (6) months.
- e. During the trial period employees will receive the rate of the job they are performing.
- f. During the trial period the employee shall be given complete instructions as to the performance of the job by a fellow employee or by the appropriate supervisor.
- g. If an employee is temporarily (for three (3) hours or more) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive the rate of the higher job classification. If the temporary assignment in the higher classification is for three (3) hours or more, the employee will receive the increase in pay for all hours worked that day.

24. LATERAL TRANSFERS AND SHIFT PREFERENCE

- a. Lateral transfers and 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 can do the work.
- b. After once exercising a shift preference, the employee cannot change shift again for a period of three (3) months, unless mutually agreed that the employee can revert to a former shift.

25. WORK OF SUPERVISOR

Supervisory employees may perform work on any job classification within the bargaining unit not to exceed twenty (20) percent of his time.

26. PERSONAL LEAVE

- a. A leave of absence for personal reasons of not to exceed thirty (30) days may be granted without pay and without loss of seniority to a regular employee who has completed one (1) year of continuous service with the Employer since his last hiring date.
- b. The leave of absence in such case must be approved by the Employer and the Bargaining Committee in advance in writing and may be extended only upon the approval of the Employer and the Union. No leave shall be granted for the purpose of enabling an employee to take another job.

27. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

- a. Absences, without pay and without loss of seniority, shall be granted for illness or disability automatically upon a show of satisfactory evidence.
- b. An employee on leave of absence due to illness or disability will receive pay for the holidays falling within the leave, and the employee will continue to accrue vacation and sick time.
- c. Whenever an employee is off due to an injury or illness and is under Workmen's Compensation, the Employer will continue to maintain the fringe benefits established by this Agreement for a period of one (1) month and for a total of twelve (12) months upon payment by the employee of the total insurance premiums if the applicable plan will so provide.

28. RETURNING SERVICEMEN

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

29. MATERNITY LEAVE

- a. When an employee shall become pregnant, she shall be permitted to work at suitable employment if available and under proper working conditions in view of her state of health and shall be granted a leave of absence not to exceed twelve (12) months. This leave may be extended for medical reasons only by the Bargaining Committee, and the College Insurance benefit will be continued for a period of one (1) month and for a total of twelve (12) months upon payment by the employee of the total insurance premium if the applicable plan will so provide.

- b. Upon returning, the employee will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee will receive pay for the holidays falling within the leave of absence and will accrue vacation time. Seniority shall continue to accumulate during all leaves of absence.

30. MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job and the employee is not satisfied with the determination of the Employer he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Union the Employer's doctor and the employee's doctor shall agree upon a third medical doctor 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.

31. UNION BULLETIN BOARDS

The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

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

32. RULES AND REGULATIONS

Any complaint relative to the reasonableness of any rule or regulation after the date hereof or any complaint relative to the discriminatory application thereof may be considered a grievance and subject to the grievance procedure contained in this Agreement. Before the Employer puts new rules into effect they will first be submitted to the Bargaining Committee for approval. The rules and regulations are hereto attached and are made a part hereof.

33. SAFETY PROCEDURES

The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of employment and shall continue to provide protective devices or other equipment necessary to properly protect employees from injury. It shall be the duty of the employees to make proper use of this equipment.

34. CALL IN PAY

- a. An employee reporting for emergency duty at the Employer's request and for which he has not been notified at least twelve (12) hours in advance or which is outside of his regular work schedule shall be guaranteed at least

two (2) hours' pay and two (2) 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 two (2) hours' pay at his regular base rate of pay.

- b. This guarantee will not apply in case such work is not available because of fire, flood, or power failure of an external nature or because of any labor dispute. If the Employer pays such call in pay, it may require the employee receiving such pay to work two (2) hours at any available work whether such work is the employee's usual type of work or not.

35. WORK DAY -- WORK WEEK

A regular full-time work week shall consist of forty (40) hours per calendar week, which shall consist of five (5) consecutive days of eight (8) consecutive hours each.

36. WASH UP TIME

Employees will be given a five-minute wash up period before the lunch hour.

37. REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. This rest period shall be taken at the location where the employee is working at the time.

38. OVERTIME PAY

- a. 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 forty (40) hours per week. Hours not worked because an employee is on a holiday, sick day, or vacation shall be treated as hours worked for the purpose of computing overtime pay.
- b. When Sunday hours are part or all of a regular work shift, such hours shall be paid at the base rate. When any of the Holidays enumerated herein falls on Sunday and the day following is observed as the holiday by the State or Federal Government it shall be paid as such holiday.
- c. Overtime hours shall be divided as equally as possible among employees in their district.
- d. Employees within the classification working on the job for which overtime is required shall have preference in overtime work, regardless of seniority.

39. SHIFT DIFFERENTIAL

A shift premium of ten cents (10¢) per hour in addition to the employee's regular hourly rate will be paid to all employees who are permanently scheduled to work the second shift. A shift premium of fifteen cents (15¢) per hour in addition to the employees regular hourly rate will be paid to all employees who are permanently

scheduled to work the third shift. Such premium shall be added to the employee's straight-time hourly rate of pay before computation of any applicable overtime payments. Employees who regularly work premium shifts shall receive their applicable shift differential during all paid leaves (sick, vacation, holidays).

40. SHIFT HOURS

For the purpose of computing shift differential, the first shift shall be any shift that regularly starts on or after 5:00 a.m., but before 2:00 p.m.. The second shift shall be any shift that regularly starts on or after 2:00 p.m., but before 9:00 p.m.. The third shift shall be any shift that regularly starts on or after 9:00 p.m., but prior to 5:00 a.m..

41. INVALID CLAUSES

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

42. EQUAL OPPORTUNITY

The provisions of this Agreement shall apply to all employees covered by this Agreement regardless of race, color, creed, national origin, sex, or age.

43. NO INTERFERENCE

Nothing in this Agreement is to be construed as interfering with the education of students.

44. NO STRIKE -- NO LOCK-OUT

The Union and the Employer have provided in the Agreement a complete and peaceful procedure for the handling and final disposition of all disputes and grievances which may arise during the life of this contract. Therefore, it is mutually agreed that there shall be no lock-outs, unauthorized strikes, work stoppages, or slowdowns during the life of this Agreement.

45. HOLIDAYS

Hereafter hourly rated employees shall be paid for the following holidays for eight (8) hours pay at their regular straight time rate (which shall include any shift premium) as follows:

- | | |
|-------------------------------|--------------------------------|
| The day before New Year's Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving Day |

Independence Day
Christmas Day

The day before Christmas Day

Further, the Employer will approve the time after 1:00 P. M. on Good Friday as Holiday Time; the second and/or third shifts to receive an equitable allowance on Good Friday to what the first shift receives.

Provided:

- a. The employee has seniority as of the date of the holiday.
- b. The employee would otherwise have been scheduled to work on such a day if it had not been observed as a holiday.
- c. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's work week.
- d. Scheduled work shall be defined as six (6) hours for the purpose of this section.

Employees who have been laid off in a reduction of force, or who have gone on sick leave during the week in which the holiday falls, shall receive pay for such holiday.

When any of the above-named holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.

When a holiday falls on a Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which the holiday falls.

When any of the above-named holidays occurs on an employee's regularly scheduled work day, qualified employees who are required to work on such holiday shall receive holiday pay for such day plus two (2) times their regular rate for all hours worked on such day.

46.

FEE REFUND

The College will provide a one-half (1/2) tuition grant to the employee, his spouse, and his unmarried dependent children providing the employee has seniority as of the date of registration for any semester.

A full tuition grant is provided to the employee, his spouse, and his unmarried dependent children provided the employee has served the College for at least four (4) years.

Limitation:

- a. The grant is for tuition only and does not cover the application fee, the cost of books, the cost of board and room, nor any other fees.

- b. Persons wishing to enroll under these provisions must be admissible in terms of the standards established by the Admissions Department.
- c. Persons wishing to enroll under these provisions must submit an application for financial assistance to the Director of Financial Aid after acceptance by the Admissions Department.

47. INSURANCE

The College will pay the full premium for the present College Group Life Insurance coverage for life insurance, and accidental death and dismemberment insurance for each regular employee in accordance with the coverage underwritten by the Equitable Life Assurance Society of the United States at the date hereof, or equivalent coverage in another company, subject to the time limitation specified in paragraph 27 c. of this Agreement.

The College will make available to employees participation in Blue Cross-Blue Shield hospital and medical insurance and will pay \$10.00 per month of the cost of the insurance, provided the employee authorizes a payroll deduction for the balance of the cost, or pays the balance to the College monthly. The contribution of the College shall be subject to the time limitation specified in paragraph 27 c. in this Agreement. It is understood that the premium for this insurance is payable in advance on the twentieth (20th) day of each month and funds must be made available to the College in advance of that date.

The College will enroll all employees in the bargaining unit in its Disability Program after one year's service on the Seniority List. The Employer will pay all expenses therefor.

48. RETIREMENT PLAN

- 1. An employee shall be automatically retired on the first day of the month following the 65th birthday of the employee.
- 2. Any member of the bargaining unit who is a regular employee of the College aged 25 years or more may enroll in the TIAA-CREF Program provided by the College on the effective date of this Agreement or anytime thereafter. Under this program, the College will contribute an amount equal to six percent (6%) of an employee's earnings each month and the employee will contribute an amount equal to four percent (4%) of his earnings each month. If this program is selected, the employee shall not be allowed to later withdraw from the program to obtain a refund, nor shall the employee be allowed to select an alternative under a non-contributing program. An employee may begin to receive his annuity income under this program at retirement or at any time after premium payments stop. This may be either earlier or later than the date the employee chooses under this program, but not later than age 71.
- 3. Any member of the bargaining unit who is a regular employee of the College and who does not participate in the TIAA-CREF Program upon reaching the age of 65 is entitled to the following benefit:
 - a. Normal Retirement, Age 65 with ten (10) years of service - \$250.00 times the number of years of service as a lump sum benefit. For all employees who were members of the bargaining unit on or before July 1, 1971, the service requirement is reduced to five (5) years.

- b. Early retirement, age 62 with ten years of service, the employee will be entitled to a lump sum benefit equaling 75% of what he would have drawn at age 65. For all employees who were members of the bargaining unit on or before July 1, 1971, the service requirement is reduced to five (5) years with the lump sum benefit equaling 75% of what he would have drawn at age 65.

49.

WAGES

The College agrees that payday shall be every other Friday at the employee's station of work. The first pay under this Agreement will be computed from July 1, 1971 to July 3, 1971 inclusive, and will be paid on July 9, 1971.

The rates of pay shall be set forth on Schedule A hereto attached and made a part hereof.

50.

NEW EMPLOYEES

Probationary employees shall receive fifteen (15) cents per hour less than the rate of the job during their probationary period.

51.

UNIFORMS

The College will provide each employee, upon successful completion of the first thirty (30) days of employment, with an annual sum of Forty (\$40.00) Dollars for the purpose of buying appropriate uniforms of his choice. This sum will be paid annually on the first payday in September during the period of this contract. The employee is responsible for keeping the uniform clean and in acceptable repair.

52.

SICK LEAVE

I. Definitions

- (a) Working day shall be interpreted to mean any day of the week providing such day is a scheduled working day for the employee. A work week, for the purpose of this policy, shall be interpreted to mean any five (5) days of a regular week.
- (b) Immediate family includes the employee's spouse, children, parents or foster parents, parents-in-law, brothers, and sisters.

II. Sick Leave Credit

- (a) Regular employees and part-time employees only are entitled to sick leave benefits accrued on the basis of one working day for each completed payroll period as herein defined.
- (b) Accumulation of sick leave while off duty because of illness: All such employees will continue to accrue one-half day per payroll period sick leave credit as long as they are absent from duty due to illness.

- (c) "Completed payroll period" as used in subparagraph (a) above shall mean 160 hours or more in any one month. If less than 160 hours are worked in any one month, the sick leave credit shall be determined as follows:

Less than 40 hours per month	None
40 hours to 80 hours per month	1/4 day
80 hours to 120 hours per month	1/2 day
120 hours to 160 hours per month	3/4 day
Regular full-time employees	1 day

III. Use of Sick Leave Credit

- (a) All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty.
- (b) If an employee elects to use his sick leave while off duty because of a compensable accident or injury (one covered by Workmen's Compensation) and receives his full salary, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his full-time salary and his compensation benefits for each pay period.
- (c) Whenever an employee has used up all of his sick leave credit, he will be removed from the payroll until he reports back to duty.

In computing terminal sick leave payments in items (d), (e), or (f) below, the number of credits shall be calculated in accordance with the provisions of II. (c) above.

- (d) An employee who separates from the College service because of permanent disability shall be paid for 100% of his unused sick leave. Such compensation will be made at the employee's current rate of pay.
- (e) An employee who separates from College service for retirement purposes shall be paid for 100% of his unused sick leave, as of the effective date of the separation. Such compensation is to be made at the employee's current rate of pay.
- (f) In the case of the death of an employee (regardless of age or length of service with the Employer) payment of 100% of his unused sick leave shall be made to the beneficiary or estate. Such compensation will be made at the employee's current rate of pay.
- (g) An employee who separates from employment for reasons other than death or retirement shall receive pay for one-quarter (1/4) of his accumulated sick leave.
- (h) Sick leave may be utilized by an employee for attendance at the funeral of a member of the employee's immediate family.
- (i) A reasonable number of employees may attend a funeral of an employee without pay. An employee who has seniority who is a pallbearer at such a funeral shall receive straighttime pay for the time served during his regular shift for a period not to exceed three (3) hours. All

employees attending such a funeral shall return to work at the end of the funeral.

- (j) Sick leave may be utilized by an employee in the event of a serious illness, injury, or hospitalization of a member of the employee's immediate family which necessitates the employee's absence from work.
- (k) Sick leave may be utilized by an employee for appointments with doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
- (l) The maximum sick leave days which can be accumulated shall be sixty (60) days.

53.

VACATIONS

All regular hourly rated employees of the College are eligible for vacation with pay after they have been employed by the College according to the following schedule:

<u>Seniority</u>	<u>Vacation</u>
7 months - 1 year	40 hours
1 year - 5 years	80 hours
5 years - 10 years	120 hours
10 years - 15 years	136 hours
15 years - and over	160 hours

- (a) Part-time employees who work less than sixty (60) percent of the total scheduled hours will be entitled to:

<u>Seniority</u>	<u>Entitlement</u>
6 months - 1 year	3% of total pay
1 year - 10 years	4% of total pay
10 years - 15 years	5% of total pay
15 years and over	6% of total pay

- (b) Vacation with pay is provided for less than one year of employment as prescribed in the above schedules.
- (c) The vacation allowance for any one year will be determined by months served between July 1 and June 30.
- (d) Any employee whose employment is terminated will be entitled to all vacation time accumulated to the termination date.
- (e) An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department, provided:
 - (1) The employee must have the required seniority at the time he requests the vacation to begin.

- (2) All vacation allowances accrued to June 30 must be taken during the twelve (12) months immediately following the vacation accrual period with the following exceptions:
 - (i) Any employee with more than one year's service may take part or all of the vacation time he has earned at any time during the year in which it accrues, if it is to the mutual convenience of the College and the employee.
 - (ii) If requested by the employee and recommended by the supervisor, and with written approval of the Business Office, an employee with more than one year's service may be paid regular salary in lieu of vacation time off in any fiscal year.
- (f) If a holiday falls within an employee's vacation he will be given an additional day of vacation with pay, time to be arranged with his immediate supervisor.
- (g) Employees, upon request fourteen (14) days prior to the payday preceding the start of their vacation, shall receive their vacation pay on the payday preceding the first day of their vacation.

54.

UNEMPLOYMENT COMPENSATION

Effective January 1, 1972, the College will be covered under the Unemployment Compensation amendments to the Social Security Acts to be implemented by a future law of the State of Michigan. All employees in the bargaining unit will start accruing working credit on January 1, 1972, and will be entitled to unemployment compensation after fourteen (14) weeks of service as determined by the State of Michigan to be applicable.

55.

RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before July 1, 1971 and the Council will recommend to the employees that it be ratified.

56.

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 12:00 midnight June 30, 1974.

- (a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving 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 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 (10) days' written notice of termination but not before the effective termination date of the 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 addressed, if to the Union, to Council #7, and if to the Employer, addressed to Director of Personnel, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

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

Fred Sampson
Stanley Horn
David B. Mitchell
Council Rep.

Mildred Shrontz
Committee

Date Signed July 1, 1971

EMPLOYER

John E. Hoekig
Raymond W. Waternell
Pat Conover

Marian Hogle

SCHEDULE A.

WAGE RATES

Physical Plant

<u>Position Title</u>	<u>Contract Year Beginning</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
Housekeeper	\$2.30	\$2.55	\$2.85
Head Housekeeper	2.40	2.65	2.95
General Maintenance Man	3.25	3.50	3.80
Grounds Supervisor	3.35	3.60	3.90
Skilled Trades:			
Electrician	3.60	3.85	4.15
General Supervisor	3.70	3.95	4.25

NOTE 1: All new employees hire in at 15¢ less than the rate of the job and upon completion of their probationary period they shall receive the full rate of the classification.

RULES AND REGULATIONS FOR EMPLOYEES

Employees failing to observe the following rules and regulations may be subject to disciplinary action; failure to observe these rules may result in discharge.

1. Smoking where forbidden.
2. Leaving during working hours.
3. Leaving work before lunch or quitting time without permission of his immediate supervisor.
4. Failure to wear or use safety equipment or to observe safety and medical rules.
5. Engaging in horseplay.
6. Irregular attendance or tardiness.
7. Careless workmanship.
8. Participation in an unauthorized meeting on College time.
9. Countermanding orders of supervision.
10. Refusing to accept assignments within job classification.
11. Use of profane or obscene language toward another employee or a student in a manner which might reasonably be expected to provoke a disturbance.

Employees shall be discharged for the following:

1. Sleeping during working hours.
 2. Gambling on College property.
 3. Possession of intoxicating beverages or drugs on College property.
 4. Working under the influence of intoxicating beverages or drugs.
 5. Theft of College, fellow employee's or student's property.
 6. Fighting or violence on College property.
 7. Ringing another employee's clock card.
 8. Giving false or misleading information with respect to College personnel records.
 9. Dishonesty or fraud of any kind.
 10. Willful mutilation and careless operation of College property, tools, or equipment.
 11. Possession of illegal weapons on College property.
 12. Immoral conduct and engaging in illegal practices of any kind.
- (a) No overtime is paid beyond a regular work shift unless such overtime is approved IN ADVANCE by the employee's supervisor.
- (b) Time cards must be rung in within fifteen minutes of the start of the shift and rung out within fifteen minutes of the close of the shift. All cards must be rung in on coming to work, and out on leaving work, unless regular or special permission is given to work through the lunch hours. The normal lunch hour consists of thirty (30) minutes subtracted from clock card time in determining compensation.