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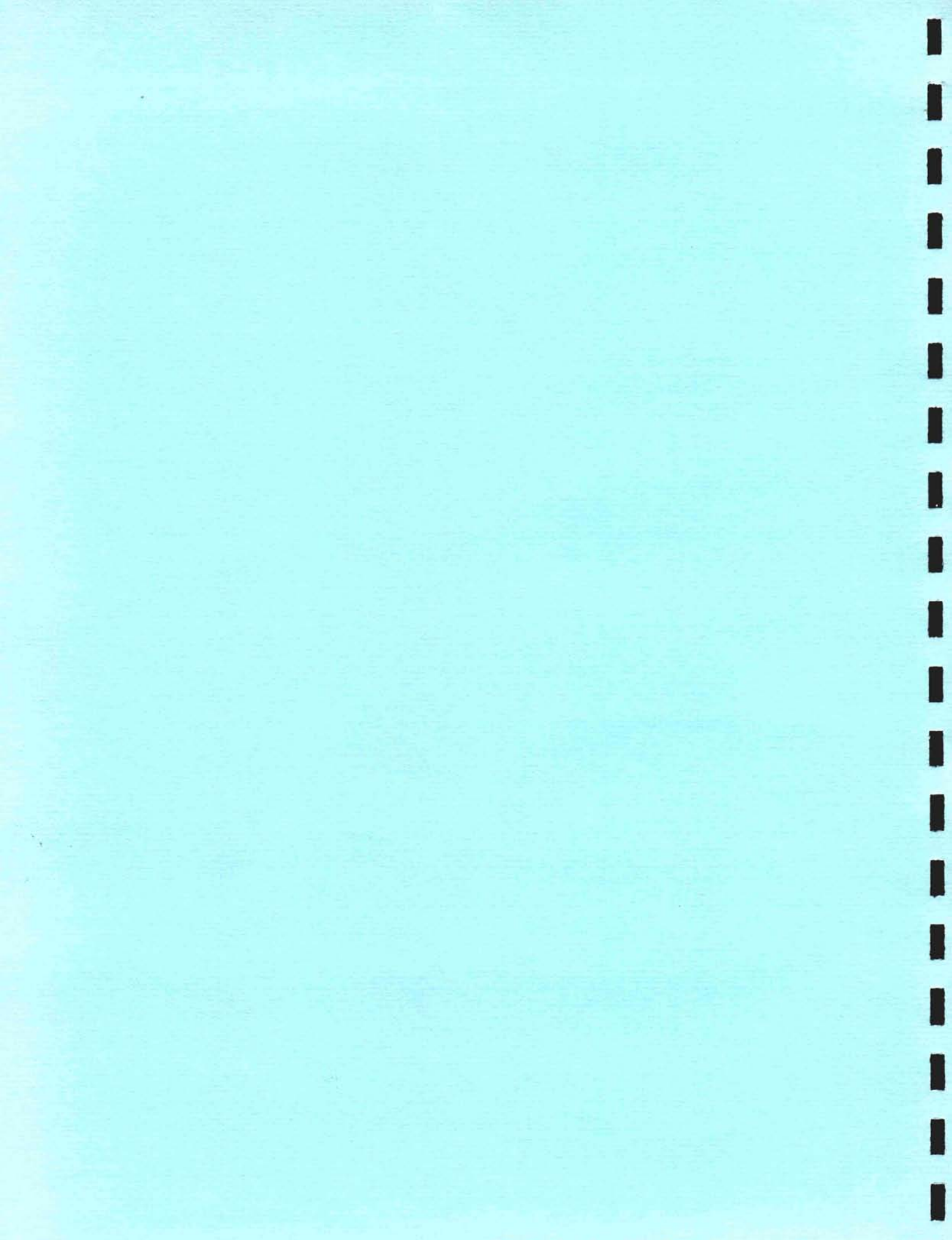
Lake Superior State University

and

Lake Superior State University
Educational Support Personnel
MEA-NEA

Lake Superior State University

Effective September 1, 2000 to August 31, 2003



PREFACE

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 interests of the Employer, the employees, and the Union.

The parties recognize that the best interest of our students and the job security of our employees depend upon the Employer's success in fulfilling its goals as set forth in the University's Mission Statement.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Lake Superior State University and Educational Support Personnel/MEA/NEA recognize their responsibilities under federal, state and local laws and fair employment practices.

In compliance with the Civil Rights Acts of 1964 and 1972, and the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, there shall be no discrimination in any of the bargaining unit positions because of race, religion, sex, age, national origin, or disability. 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 third day of January, 2001, retroactive to September 1, 2000, between Lake Superior State University (hereinafter referred to as the "Employer") and Educational Support Personnel/MEA/NEA (hereinafter referred to as the "Union").

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. This contract is subject to amendment, alteration or additions only by subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

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

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

All changes in longevity pay and wages as agreed to herein shall be implemented retroactively, including those individuals who have left the bargaining unit or severed employment subsequent to September 1, 2000.

SECTION 1. RECOGNITION

Pursuant to and in accordance with all applicable Provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive collective bargaining representative, for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment for all employees of the Employer included in the bargaining unit; all regular full-time office/clerical employees; all building attendants, carpenters, electricians, equipment operators, general repairmen and landscapers, icemen/operators, painters, sports/ utilitymen, steam plant operators, preventive maintenance mechanics, utility repairmen, security officers, bakers, cooks, dishroom/storage coordinators, and food service helpers; but excluding foremen and supervisory personnel, management personnel, administrative personnel, professional personnel, academic and teaching personnel, student employees, executive secretaries, part-time employees and temporary employees.

SECTION 2. DEFINITIONS

- 2.1 "Agreement" shall mean contract.
- 2.2 "Bargaining Unit" shall mean employees who are working 27 or more hours a week, and are represented by Educational Support Personnel/MEA/NEA.
- 2.3 "Classification Series" shall mean the ranking of a related series of jobs or positions in order of responsibility or difficulty, in which it is possible to progress from lower to higher, i.e. Secretary I, II, III; Building Attendant I, II, and Norris Center Building Attendant.
- 2.4 "University Day" shall mean a day when the Business Office of the University is open for business.
- 2.5 "Continuous Full-Time Employment" shall mean service of 27 hours or more a week for the Employer, not interrupted by termination, discharge or personal leaves of absence.
- 2.6 "District" shall mean major divisions of the bargaining unit as agreed upon by the parties and listed in the Agreement: (1) Secretarial; (2) Clerical; (3) Special Skills; (4) Building Attendants; (5) Grounds, Maintenance and Trades; (6) Food Service; (7) Central Heating Plant, and (8) Security.
- 2.7 "Employee", the term employee, singular or plural (except where the Agreement clearly indicates otherwise) shall mean regular full-time personnel in the bargaining unit, represented by the Union; except for temporary and part-time employees who are excluded from the bargaining unit. References to one gender shall include the other gender.
- 2.8 "Employer" shall mean Lake Superior State University, the Current Governing Board, and its representatives.
- 2.9 "Employment Status" shall mean an employee is: either approved to work regularly scheduled hours for which he/she receives the negotiated wage; is on approved paid sick leave or paid vacation; or, is on approved leave of absence for which documentation is on record with the employer.
- 2.10 "Fringe Benefits" shall mean compensation received in addition to regular hourly compensation, as listed in the Agreement: Retirement; Social Security; Health, Dental, Vision Care, Life and Long Term Disability Insurances; Longevity; Vacation; and Sick Leave, etc.
- 2.11 "Grievance" shall mean an alleged violation of the express terms and conditions of this Agreement.

- 2.12 "Lateral Transfer" shall mean a change or transfer to another job classification or same job classification in another location at equal or lower rate of pay.
- 2.13 "Layoff" shall mean employment is terminated, whether indefinitely or temporarily, due to lack of work or financial exigencies.
- 2.14 "Part-time Employee" shall mean an employee, either regular or temporary, who is regularly scheduled to work less than twenty-seven (27) hours per calendar week; these shall be excluded from the bargaining unit.
- 2.15 "Probationary Employee" shall mean a newly hired employee, serving a period of apprenticeship for a stated period of time, at a lower rate of pay than a regular employee in the same job, and is subject to dismissal by the Employer without recourse to the grievance procedure, except in cases where the Employer would dismiss due to participation in Union activity.
- 2.16 "Promotion" shall mean a change from one position to another of higher level and pay.
- 2.17 "Regular Part-time Employee" shall mean an employee who is regularly scheduled to work less than twenty-seven (27) hours per calendar week; these shall be excluded from the bargaining unit.
- 2.18 "Regularly Scheduled" shall mean a particular pattern of scheduled work between 27 and 40 hours established in a previous similar work period.
- 2.19 "Review Conference" shall mean a meeting of the Union and University representatives for the purpose of finding a mutually acceptable solution to a grievance at the third step.
- 2.20 "Seniority" shall mean the length of time in service to the University served by the employee, as delineated by the type of seniority, i.e. "Campus-wide seniority" is accumulated since the date of hire; "Union seniority" is accumulated since entry into the Union; "District seniority" is accumulated since entry into the present district.
- 2.21 "Shift" shall be defined as follows: The first shift of any work day starts on or after 5:00 a.m., but before noon; the second shift starts on or after 12 noon, but before 8:00 p.m.; the third shift starts on or after 8:00 p.m., but before 5:00 a.m.
- 2.22 "Special Conference" shall mean a meeting between the Union and the Employer for the purpose of considering matters of mutual interest.
- 2.23 "Temporary Employee" shall mean an employee whose employment is limited in duration to less than sixty (60) calendar 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.

Temporary Employees are eligible to work in excess of eight (8) hours per day, or forty (40) hours per week, only after the Employer has exhausted the Overtime Lists and any probationary employee who is willing to work.

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 University, 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 job related 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) 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; (6) and the right to adopt reasonable rules and regulations which are not in conflict or disagreement with this Contract. This section is not to conflict or disagree 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 the employee's 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.

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 their 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, in the case of a probationary employee, on the first payday of the month following the probationary period, a representation fee per month in an amount established by the Union.

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 representation fee.

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 representation fee.

SECTION 6. CHECK-OFF 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 representation fees deduction authorizations submitted in writing by the employee to the Employer on a form provided for this purpose by the Union and the Employer. Such deduction will be made bi-weekly for January through December.

The Employer agrees to deduct bi-weekly for January through December the Union dues levied in accordance with the constitution and bylaws of the Union as certified by the financial officer of LSSU/ESP/MEA/NEA, or to deduct a representation fee established by the Union, providing a deduction authorization has been signed by the employee and has been submitted to the Human Resources Office. The total amount of dues and/or representation fee deductions shall be sent to the local LSSU/ESP/MEA/NEA treasurer, as soon as practicable after the deductions are made together with a list of names of employees for whom the deductions are made. The Union shall notify the Employer in writing of the name and address of the local association treasurer.

The Union will provide the Employer with any additional authorization for check-off 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 check-off following the end of the month in which the termination took place.

Any voluntary dues or representation fee deduction authorization form which is incomplete or in error will be returned to the Local Union President 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 sums other than that constituting actual deductions made from wages earned by the employee, as authorized by the individual employee in writing on the appropriate forms. 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 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. The Union shall have one (1) Chief Steward who shall be a non-probationary employee.

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

Districts shall be set as follows:

1. Secretarial
2. Clerical
3. Special Skills
4. Building Attendants
5. Grounds, Maintenance and Trades
6. Food Service
7. Central Heating Plant
8. Security

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

- B. The district 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 of either party will be proper subject for a Special Conference.

- C. The Chief Steward, during 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 a Chief Steward for a written second or third-step grievance be permitted to leave his/her 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 work for these purposes subject to the necessary emergency exceptions. The privilege of the Chief Steward of leaving 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/her assigned work at all times, except when given permission to leave work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.
- D. The stewards, or Chief Steward, upon entering the area of a supervisor other than their own, shall endeavor to notify that supervisor of their presence.
- E. The Union will furnish the Human Resources Office with the names of its authorized representatives (officers, chief steward, stewards and their respective alternates) and members of its Bargaining Committee and Safety 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 the Human Resources 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. SAFETY COMMITTEE REPRESENTATION

- 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 the University 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 two (2) non-probationary Union members as representatives of the bargaining unit to serve on the Employer's permanent Safety Committee. The Union shall furnish to the Employer the names of the Safety Committee representatives. The Union representatives 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 a 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. If the Employer fails to implement a valid safety recommendation of the Union, it shall be proper subject for a Special Conference.

SECTION 9. GRIEVANCE PROCEDURE

The steps in the grievance procedure are as follows:

FIRST: An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) University days after occurrence, inform orally his/her then immediate supervisor. On grievances related to payroll items, the grievance must be presented within ten (10) days after the payday concerned. The supervisor shall then set a place and time within the next twenty-four (24) hours, not counting Saturdays, Sundays, or holidays, during the grievant's working hours without loss of time or pay, for an oral presentation of the grievance. If the aggrieved employee wishes, the appropriate steward may assist the employee 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 the oral presentation, the grievance may be submitted in written form to his/her department head, or the department head's designated representative, for written decision, provided the submission is made within the five (5) University-day period following an unsatisfactory answer, or no answer.

SECOND: Upon receipt of the written grievance, the department head or his/her designated representative, shall set, within five (5) University days, a place and time during University core hours without loss of time or pay, for a second step grievance hearing. For grievants working second or third shift, whenever possible, the Employer will attempt to schedule a second step hearing contiguous to the grievant's working hours. Such hearing shall be scheduled to occur within ten (10) University days of receipt of the written grievance. The aggrieved employee shall have the District Steward's or the Chief Steward's assistance at the 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 ten (10) University 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 Union is not satisfied with the answer at Step II, it shall notify the Labor Relations Office in writing within ten (10) University days from the Chief Steward's receipt of the written answer or no answer and request that a Review Conference be scheduled during University core hours without loss of time or pay for the purpose of restating the Union's and the University's positions, and work toward a mutually acceptable solution of the grievance. For grievants working second or third shift, whenever possible, the Employer will attempt to schedule a third step hearing contiguous to the grievant's working hours. Such conference shall be scheduled to occur within fifteen (15) University days of receipt of the answer at Step II. Union participants in this Conference shall be limited to the aggrieved employee, Chief Steward, Union President and representative from MEA/NEA. University participants in this conference shall include at least one University person other than the University representative who answered the grievance at a previous step.

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

If the Union decides to carry the grievance to arbitration, it must file with the American Arbitration Association in writing, with a copy to the Labor Relations Office, within thirty (30) University days of the Third Step Review Conference.

Whenever time off work is granted to an aggrieved employee, Union President, Chief Steward, or 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 Chief Steward receives a copy of any written decision.

SECTION 10. ARBITRATION

If the Union is not satisfied with the disposition of a grievance at the third level, it may, within ten (10) University days after receipt of the written answer from the Review Conference, give written notice of intention to go to arbitration to the Labor Relations Office, and must file for arbitration with the American Arbitration Association within thirty (30) University days after the Review Conference, with a copy of filing notice sent to the Employer. If no such notice is given within the ten (10) University day period, and arbitration is not filed with the American Arbitration Association within the thirty (30) University day period, the grievance shall be deemed settled and not subject to arbitration.

The Union shall initiate the process of arbitration. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The Union shall strike the first name; the Employer shall then strike one name. The process shall be repeated three times.

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 the arbitrator consistent with the provisions of this Agreement.

In making his/her 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/her 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 available to the other party and to the arbitrator. Expedited Arbitration may be utilized by mutual agreement of both parties.

SECTION 11. EMPLOYEE RIGHTS

A. Discipline

No bargaining unit member shall be disciplined, including reprimand, suspension with or without pay, disciplinary demotion or discharge, without just cause. The Employer agrees to meet with the bargaining unit member to discuss any disciplinary action and to inform the bargaining unit member of his/her right to representation at such discussion. When a request for representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Union is present.

An oral reprimand will be documented by the supervisor and placed in the employee's personnel file, with a copy to the Chief Steward. For any discipline beyond an oral reprimand, the Employer will present to the employee in writing, with a copy to the Chief Steward, the specific action to be taken and the specific reasons for such action. The forms to be used for documentation of disciplinary action will be agreed upon between the Union and the Employer, and a list of such forms with the approval date, will be appended to this Agreement.

A copy of any written disciplinary action will be placed in the bargaining unit member's personnel file. The bargaining unit member will be offered the opportunity to sign to indicate receipt of such a document. It is understood that such signature does not mean agreement with the content of the document.

If any disciplinary action requires an investigation, such investigation shall occur as soon as possible. Should the bargaining unit member be suspended pending investigation, such suspension shall be with pay during the period of the investigation. In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, provided that there have been no subsequent infractions documented in the file in the previous twenty-four (24) months.

Bargaining unit members ordered to leave their work for disciplinary reasons, shall, before leaving the Employer's premises, have the right to consult with their 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, or similar circumstances in which the bargaining unit member may hurt himself/herself or someone else. In such cases the Chief Steward will be notified immediately.

Should the bargaining unit member and/or Chief Steward believe the discharge or other disciplinary action to be improper, the objection shall be submitted in writing within five (5)

university days to Step III of the Grievance Procedure. Failure to submit a written objection within five (5) University days constitutes a waiver of all claims concerning any such discharge or other disciplinary action.

Any disciplinary action taken by the University for an employee who allegedly abuses, frequently depletes, or reduces to a low point, his/her accumulated sick leave balance, must be subsequent to a Special Conference.

B. Personnel File

Bargaining unit members have the right, twice in a contract year (Sept.-Aug.) to inspect the contents of their personnel file, (excluding initial employment references), during University business hours, upon filing of a written request for such inspection. Such inspection will be arranged within five (5) University days of submission of the request to the Human Resources Office. Bargaining unit members have the right to have a representative of the Union accompany them in such a review of their file. Their desire to do so shall be included in their written request. Managerial personnel shall be present at such an inspection.

Bargaining unit members will have the right to obtain copies of information contained in their official personnel file and will be charged for the cost of copying documents at the rate of 5 cents a copy. The above limitations do not apply for documents required by the employee or the Union for use in unemployment, worker's compensation, grievance or arbitration hearings.

Bargaining unit members have the right to submit written, signed statements concerning negative evaluative reports and have them attached to the document involved, for inclusion in their personnel file. No negative material shall be placed in the bargaining unit member's file without the employee's knowledge. Bargaining unit members have the right and responsibility to submit documentation verifying any additional qualifications for employment they may have acquired since their date of hire, for inclusion in their personnel file.

C. Discrimination

The Employer and the Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence. Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party.

It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

D. Consultation

The Employer recognizes that individual bargaining unit members and/or the ESP Union, have the right to address the current Governing Board. The Employer agrees to provide a copy of the Board Agenda and Board Minutes to the Union President.

E. Employee Rights

In accordance with the Michigan Public Employment Relations Act (PERA), the University agrees to provide to the Union, upon request to the Labor Relations Office, information which relates to the processing of grievances, administration of the Agreement, and the preparation and negotiations of the collective bargaining agreement.

The University will provide a copy of the Positions List to the Union President upon request.

SECTION 12. 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 Union President and Chief Steward and the Office of Labor Relations or the designated representative. Matters taken up in conference shall be confined to those previously agreed upon, unless mutually agreed to between the parties. Written notice of the matters to be discussed shall be given upon written request by either party. The members of the Union shall not lose time or pay for time spent in such conference. This meeting may be attended by a representative of the MEA/NEA. Such conference may be tape-recorded, and each party shall be responsible for their own tape, if they elect to tape record the conference.

SECTION 13. SENIORITY

"Seniority" when referred to in this Agreement shall be either campus wide seniority, union seniority, or district seniority. "Campus Wide Seniority" shall mean the amount of seniority accumulated by the employee as a regular employee of the University whether outside or within the bargaining unit. "Union Seniority" shall mean the amount of seniority accumulated by the employee within the bargaining unit.

"District Seniority" shall mean the amount of seniority accumulated within that specific district.

The seniority accrued by a bargaining unit member in a previous district shall remain frozen in that district in the case of a transfer to a position in another district. The frozen seniority may be used for all purposes in this contract in which seniority is a factor.

Seniority as referred to in this Agreement means campus-wide seniority except as it applies to promotions as provided for in Section 20, Promotions and Lateral Transfers, and Section 16, Layoff and Recall, and Section 25, Shift Preference.

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, not to exceed one year accumulated seniority, and (c) periods of absence due to temporary layoffs (voluntary and involuntary) not to exceed twelve (12) months and (d) periods of absence due to work related injury and shall continue during the entire duration of the work related injury absence.

The Employer shall prepare and maintain a seniority list which shall show the names, the three seniority dates, and the job titles of all bargaining unit employees, including probationary employees even though they do not have seniority.

The Employer will provide the Union President with an up-to-date copy, at least every ninety (90) days, and also provide sufficient copies to post on each Union bulletin board, a list showing the three seniority dates of all regular bargaining unit employees and probationary employees in the union by district.

Annually, by November 1, during the term of this Agreement, the Employer shall give to the Union President the addresses of all employees represented by the Union as such addresses then appear on the records of the Employer. The Union President shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

SECTION 14. LOSS OF SENIORITY

An Employee's seniority shall terminate:

- A. If the employee quits, retires or is justifiably discharged.
- B. If, following a layoff, the employee fails or refuses to notify the Employer of his/her intention to work within fourteen (14) calendar days after a written notice, sent by certified mail of such recall, is sent to the employee's last address on record with the Employer, or having notified the Employer of his/her intent to return fails to do so within fourteen (14) calendar days after the Employer's notice is sent or upon the day established by the Employer for his/her return whichever is the later.
- C. If the employee 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 the employee 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, the employee presents evidence satisfactory to the Employer that it was impossible for him or her to return to work at the expiration of such leave or vacation.
- E. If an employee is laid off for a continuous period of twenty-four (24) or more consecutive months.

SECTION 15. SUPER-SENIORITY

- A. Notwithstanding their position on the seniority list, the President and Chief Steward of the Union, shall in the event of a layoff only, be continued at work at all times, only during their term of office, when one or more departments are at work, provided they have the ability and qualifications to do the work available.
- B. Stewards shall, in the event of a layoff of any type in their district be credited with two (2) years additional seniority, only during their term of office, providing they have the ability and qualifications to do the work available.
- C. Notwithstanding their position on the seniority list, the eight (8) members of the Union Negotiating Committee, while actively engaged in negotiations, shall, in the event of 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.
- D. The President, Chief Steward and up to two (2) other members of the Union's negotiating team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the University's negotiating team to negotiate a new collective bargaining agreement for Employees represented by the Union. The date, time and place of such meetings shall be established by mutual agreement between the parties, however, the Union has the option of scheduling such sessions to be conducted after the close of normal University business hours for the purpose of having more members of their negotiating team available.

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, or reliance on any list, notice, certification or authorization furnished under this section.

SECTION 16. LAYOFF AND RECALL

- A. When employees are to be indefinitely laid off, due to lack of work or financial exigencies, the following procedure will apply:

Employees with the least district 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 Union seniority in another district, he or she shall replace the employee with less Union seniority with the following exceptions:

1. The Employer shall not be required to promote an employee at time of layoffs unless the employee has previously performed the higher rated job and has the ability to do the work.
2. Temporary closedown or partial closedowns of any operations, shall be governed by Section 54. Reduction In Schedule.

A laid-off employee who wishes to replace another employee must apply to the Human Resources Office in writing within five (5) University days of the notification of layoff. If the employee is accepted in the position, he/she will receive the rate of pay of the position filled. If an employee is denied the position, he/she shall have an additional five (5) University days to select another position with the next least seniority or remain laid-off.

Employees to be laid off for an indefinite period of time will be given a written notice of layoff, at least fourteen (14) calendar days prior to the effective date. In the event that the written notice is not given personally to the employee, the University shall send the notice of layoff, by certified mail, to the employee at the employee's address on file in the Human Resources Office. The Employer will notify the Union President and the Chief Steward of such layoff on the same day notices are issued to the employees. For the purpose of this section "districts" shall be the same as defined in Section 7, (A), Representation, Stewards and Alternate Stewards.

- B. When employees are recalled from layoff the employees with the greatest seniority shall be recalled in order of Union Seniority and then District 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 the employee has previously performed the higher rated job and has the ability to do the work. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the employee's responsibility to inform the Human Resources Office of any change in address.

Recall provisions shall be limited to twenty-four (24) months from date of layoff.

The liability of the Employer for failure to apply correctly any provisions of this Section shall commence not earlier than ten (10) days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

SECTION 17. 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 University premises by sources outside the University during the term of this Agreement.

The right of contracting and subcontracting is vested with the Employer. No employee in the bargaining unit shall suffer a loss of wages, fringe benefits or seniority as a result of contracting or subcontracting.

In the event any contracting or subcontracting by the Employer would displace normal work hours of any bargaining unit employee, the Employer will give ten (10) University business days prior notice to the Union President.

SECTION 18. PROBATIONARY EMPLOYEES

An employee is a probationary employee for the first ninety (90) calendar days of employment, except for Security Officers, whose period of probation is for a period of one-hundred eighty (180) calendar days. After completion of the first ninety (90) calendar days of employment, or one-hundred eighty (180) days for Security Officers, the Employer may extend the probationary status for an additional period beyond the original ninety (90) or one-hundred eighty (180) calendar days, which must be communicated to the employee in writing and include reasons for such extension so that the employee might be able to correct any deficiencies. The Union will receive notice of the extension and its length at the time the employee is notified. The Union may request a copy of an employee's evaluation when the probationary period is extended beyond 90 days. The Union will receive a copy of the evaluation only if the employee agrees in writing to its release. Upon completion of the probationary period, the employee shall be credited with that corresponding length of service and it shall be so entered on the seniority list(s).

Probationary employees shall receive a rate 25 cents per hour less than the regular rate for the position for a maximum of six (6) months.

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 retention as employees shall be strictly within the discretion of the Employer.

SECTION 19. NOTICE OF JOB VACANCY

- A. Notices of job vacancies to be filled within the bargaining unit will be posted for a period of five (5) University days, on all Union bulletin boards in each district and in mutually agreed additional locations before they are filled. The Union will designate the Union member who will post the notices.

The notice of job vacancy shall contain the following information:

1. Position available
2. Department or location
3. Hours of work per week
4. Shift
5. Rate of pay
6. Job description
7. Nature of any test(s) to be administered.

Employees interested shall apply to the Human Resources Office within the five (5) University day posting period. If a job vacancy is filled by promotion or lateral transfer, the resulting job vacancy will be posted for a period of three (3) University days on all Union bulletin boards by the designated Union representative. Employees interested shall apply to the Human Resources Office within the three (3) days posting period.

- B. Notice of award or denial of the job shall be sent to all the applicants, if any, within ten (10) University days after the posting period. The Employer will notify the Chief Steward and President in writing of the person selected for any job vacancy in the bargaining unit.
- C. Jobs that are held open without posting for more than thirty (30) days, will be subject for a Special Conference. The right of the Union to the grievance procedure will continue for ten (10) University days following the date of the above mentioned Special Conference, and will be presented at Step II of the grievance procedure.

SECTION 20. PROMOTIONS AND LATERAL TRANSFERS

- A. 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 district 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 district 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 promotion or lateral transfer, consideration shall be given the employee with the most union seniority in the bargaining unit.
 4. If no interest is shown from within the bargaining unit, or if applicants from within the bargaining unit 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.
- B. For the purposes of promotions or lateral transfers, "ability to do the work" means that the Employer's knowledge or record indicate with reasonable certainty that the employee can competently perform the work in question.

Ability (qualifications), competency, as well as physical capability to perform work, will be determined by the Employer. For the purposes of this section, evidence or information provided by the applicant will be placed in the Employee's record and evaluated by the Employer in consideration of the applicant. In addition, weighing and assessment factors for determining ability to do the work may be comprised of any of the following parts in any appropriate combination: work-sample and performance tests, practical written tests where applicable, individual oral test, and/or tests to determine physical capability.

The statement of job qualifications as set forth in the official classification specification will be used in the evaluation and rating process of determining "ability to do the work".

Any test(s) used in determining qualifications for any bargaining unit position shall reasonably measure the entry level skills and/or knowledge required for that position. Any such test(s) shall be administered to and scored for all applicants for the position unless the applicant has taken an examination for a position in the same series of classes with similar examination

content or held such position in the same series which required the use of the skill or skills to be tested. Classifications in which an employee is placed on "alternate assignment", shall be considered as a similar classification for the purpose of this evaluation. The results of any test(s) taken by bargaining unit members will be shared with the member.

Test results of the applicants shall not be considered as public documents. Test results will be stored in testing files and will not become part of an employee's personnel file, and will not be shared with any entity without written approval by the employee.

- C. An employee qualified for promotion or lateral transfer under the terms of Section A above and who has the ability to do the work shall be granted a four (4) week trial period to determine:
1. The employee's desire to remain on the job, and
 2. The employee's ability to perform the job.

During the four (4) week trial period, the employee shall have the opportunity to revert to his/her former position. If it is the determination of the Employer that the employee's performance during the four (4) week trial period is unsatisfactory in the new position, the employee shall revert to his/her former position and notice and reasons shall be given to the employee in writing by the Employer with a copy to the Chief Steward.

- D. During the trial period employees will receive the rate of the position to which they have been promoted or transferred.
- E. The President and Chief Steward will be notified by the Human Resources Office of all applicants for the job, and of the successful candidate.
- F. Employees will be limited to one lateral transfer in any twelve (12) month period.
- G. In the event that an employee shall become ill during his/her trial period, such trial period shall be extended until he/she shall have worked an equivalent number of days to cover such illness, unless said illness totals less than five (5) days.
- H. 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 location at equal or lower rate of pay.

SECTION 21. RECLASSIFICATION OF POSITIONS

In accordance with Section 3, Management Rights, the Employer has the right to determine the work to be done, the extent to which work shall be performed by employees, and the job related standards to be met by employees. If the Employer feels that the work to be

performed by any particular bargaining unit position has changed to the extent that the position should be upgraded to a higher classification level, the Employer will hold a Special Conference to inform the Union President and Chief Steward within thirty (30) University days of the promotion to a higher classification level.

If the Employer believes that a particular bargaining unit position has changed due to gradual shifts in work emphasis or where changing work conditions have effected changes upon a position, or where positions are altered for other reasons so that current classifications appear improper to the extent that the job should be down-graded to a lower classification level, it will meet in Special Conference within thirty (30) University days to review the position before down-grading to the lower classification level and wage rate.

Any employee who believes that the nature of his/her job assignment has so changed due to gradual shifts in work emphasis or where changing work conditions have effected changes upon their position so as to warrant a review of the job description and/or classification shall discuss the matter with the immediate supervisor. Additionally, the employee may contact the Union representative. If the Union, after reviewing the matter, supports the employee's proposal, a written justification with specific reasons may be submitted to the Human Resources Office for further consideration. Within thirty (30) University days after submission of material the Employer and Union will meet in a Special Conference to review it.

1. Employee requests for reclassification may only be submitted in the month of May. The effective date of classification changes for pay purposes will be the first day of September following the month of May in which the classification matter was submitted.
2. Reclassifications apply to positions and not to persons. When such actions result in the elevation of a position to a classification in a higher pay level, such position shall be filled in accordance with the provisions of this Agreement for promotions.
3. When a position is reclassified and the incumbent has occupied the position for over six months, said incumbent shall be promoted without examination.
4. If the Union disagrees with the Employer's decision for reclassification, it will have recourse to the Grievance Procedure at the Third Step, provided it is filed within ten (10) University days from the date on which the Special Conference ended. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to establish or set new wage rates, or change any existing wage rate, but only to determine whether assignment to a pay grade is justifiable and reasonable and has been made in accordance with process outlined in this section.

SECTION 22. CONSOLIDATION AND ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall be subsequent to a Special Conference. Such Special Conference regarding this matter shall be held at least thirty (30) days prior to the elimination or consolidation of jobs.

SECTION 23. UNION BULLETIN BOARDS

A. The Employer will provide thirteen (13) enclosed, locked bulletin boards, one (1) for each of the following buildings in mutually agreeable locations in the Administration Building, Brady Hall, Campus Shoppe (Bookstore), Central Heating Plant, Crawford Hall, Library Building, Maintenance Building, Norris Center, Osborn Hall, Fletcher Center - Student Services Building, South Hall, Tech Center Building and Walker Cisler 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.
5. Posting of Job Vacancies, Seniority Lists and Overtime Reports.

Any use not listed above shall be subject to approval by the Employer. Requests for approval shall be directed to the Labor Relations Office.

- B. The Union shall have the inter-building use of the University mail delivery system for the distribution of notices and other communications relating to the Union business. The Union shall be assigned a campus mail box. It is specifically understood that the University will not provide mail franking privileges and that the use of the inter-building University mail delivery system will not be utilized for partisan political activity.
- C. Permission shall be granted to one (1) Union representative, selected by the Union and approved by the Employer, to post 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 a reasonable amount of time will be allowed to perform this posting function, with the representative to return to his/her duty station as soon as possible. Any alleged abuse of the posting privilege will be proper subject for a Special Conference.
- D. Employees represented by ESP/MEA/NEA may use classroom facilities on campus for Union business meetings, request and confirmation to be processed through the Human Resources Office. If special custodial service is required, the Union will reimburse the University for such service.

SECTION 24. 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 the employee receives pay will be counted as a day worked.

B. Equalization

1. An employee whose regular work assignment is in more than one building, may only be considered for overtime on a rotational basis in one building. The one building shall be the building in which the employee is normally assigned the majority of their hours.
2. Employees wishing to be considered for overtime shall be required to sign their name to an overtime list that shall be available through their immediate supervisor. Employees shall be given an opportunity to add their name to the overtime list on April 1 and November 1 each year. However, probationary employees may add their names to the list within five (5) working days from the successful completion of their probationary period. An employee may delete their name from the overtime list at any time, without penalty.
3. The overtime list shall be made available to employees to sign up for five (5) working days. Once the list is complete the employer will list employees highest in descending order of seniority by district and department for use on a rotational basis so that opportunity for overtime is distributed on as equitable basis as possible among employees having the ability to do the work assigned.
4. When no employees are available to work overtime in a department or district, other employees from other departments or districts having the ability to do the work may be called to work overtime.

For purposes of equalizing overtime among employees of the Secretarial, Clerical, and Special Skills districts, the equalization of overtime will be exercised only among employees of such districts who are employed in common work areas.

5. Overtime will be offered in the following priority:
 - a. Within a district, to those in the job classification in which the overtime applies, however, bargaining unit employees who are assigned to a particular facility either as part of a regular assignment or on an alternate assignment or project assignment during the non-academic year, shall be offered any unscheduled or unanticipated overtime in that facility which extends beyond the normal daily work shift, in order to complete a specific project or work assignment, or
 - b. Within a district to those having the ability to do the work,
 - c. Within a department, to those having the ability to do the work,
 - d. Other districts or departments, to those having the ability to do the work.
6. Any employee whose name is on the overtime list and refuses overtime shall have such refused overtime equated as overtime worked; and such refusal shall be documented. The overtime list reflecting overtime opportunities worked and refused shall be posted on the appropriate union bulletin boards monthly and a copy provided to the Union President.
7. Employees will not be called for overtime work scheduled for any date in which the employee is off work on sick leave due to their own personal sickness or disability or other reasons outlined in the sick leave section of this Agreement. Employees will be called for overtime work scheduled on and for the calendar dates in which the employee is off work on vacation or sick leave due to the illness or injury to members of the immediate household as outlined in this Agreement, however, only if prior arrangements have been made between the supervisor and the employee or in the event of an emergency.
8. Any modifications made to equalization of overtime during the term of this Agreement, must be agreed to between the University and the Union.

C. Compensatory Time

Employees may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week are to be considered as compensatory time and scheduled as one and one-half (1 1/2) hours for each overtime hour worked. An employee may not accrue more than 120 hours of compensatory time.

The use of compensatory time must be arranged by mutual agreement between the Employer and the employee. An employee who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the University.

An employee who has accrued compensatory time shall upon being transferred to another district or into a non-bargaining unit position, be paid for the unused compensatory time at the regular rate earned by the employee prior to the transfer.

An employee who has accrued compensatory time shall upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives such payment.

There shall be a uniform method of recording the earning and usage of compensatory time.

SECTION 25. SHIFT PREFERENCE

The Employer will, upon written request to the Human Resources Office, make shift assignments on the basis of district seniority within the classification series as job vacancies occur per Section 19. NOTICE OF JOB VACANCY, providing the employee can meet job requirements and his/her replacement is available.

SECTION 26. SHIFT EXCHANGE

Security Officers may exchange shift assignments so as to accommodate their personal schedules. Such exchanges may be arranged so long as all employees involved agree to the exchange, the Senior Security Officer is notified and approves of the proposed exchange in advance, and the exchange will not cause the University any additional expense of any kind. Both the request from the employees and the response from the Senior Security Officer shall be in writing. Should the Senior Security Officer not approve the shift exchange, he shall provide his reasons in the written response.

SECTION 27. SHIFT DIFFERENTIAL

Employees who commence work during the second or third shift shall receive, in addition to their regular pay, thirty-five (35) cents per hour and fifty-five (55) cents per hour, respectively, additional compensation. Such differential will be paid for all hours worked on a shift.

Employees will be paid a weekend differential of thirty-five (35) cents per hour for Saturday and/or Sunday work when the Saturday and/or Sunday is a regularly scheduled work day of an employee's normal work week. Such weekend differential shall not be used in computing second and third shift premium, or any payment for hours not worked.

SECTION 28. REPORT-IN PAY

Employees who report for scheduled work and no work is available will receive three (3) hours pay at their regular straight time rate.

SECTION 29. CALL-BACK PAY

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

SECTION 30. WORK IN HIGHER CLASSIFICATION

Employees temporarily assigned (for one day or more) to a classification with a higher rate, shall receive an increase of ten (10) cents per hour or the rate for the higher classification, whichever is greater.

SECTION 31. 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 and 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 early departure, nor may it be regarded as accumulative if not taken.

SECTION 32. WASH-UP TIME

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

SECTION 33. PARKING

No parking fees shall be charged to employees within the bargaining unit for parking on campus one (1) registered vehicle at any time in available adjacent parking areas during the term of this Agreement. Violation of this restriction may subject the individual employee to revocation of the free parking privilege. New employees must register their vehicles at the time of hire. All other employees must register their vehicles during the annual registration period. All employees must display on their vehicles at all times and in the designated manner, the proper parking permit. This Agreement does not exempt any employee from the payment of any parking fines for violation of published parking regulations.

SECTION 34. INCLEMENT WEATHER

If due to inclement weather conditions, the University, except for essential operations, is closed down by order of the President, bargaining unit employees will not lose time or pay providing they are in pay status and are scheduled to work. Employees who report for work because of essential services requirements, shall be granted equivalent time off work with pay at a later date.

SECTION 35. 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, four (4) paid declared holidays will be granted: the day after Thanksgiving Day and either the day before or the day following three (3) of the legal holidays to be announced annually in advance. When a holiday falls on a Sunday, it shall be observed on the following Monday; and when a holiday falls on a Saturday, it shall 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. Full-time employees, other than employees on layoff (except as otherwise herein provided) or on any long-term leave of absence, shall receive eight (8) hours pay at their hourly rate for the holiday, provided the employees meet the following eligibility requirement:

They work their last scheduled workday prior to and their first scheduled workday following the holiday unless their failure to work on either or both days is excused because of (1) personal sickness or injury as provided in Section 37, (2) approved vacation, (3) on approved short-term leave of absence of two weeks or less, or (4) other extraordinary circumstances beyond the control of the employees which cannot be corrected in time for them to meet their employment obligation.

C. In addition to the holiday pay as provided in paragraph B above, employees who work on the holiday will be paid for the time worked at one and one-half times their hourly rate. To the extent that time worked is paid pursuant to this section, it shall not be considered time worked under Section 24, 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 employees are laid off during the Christmas recess, they will receive holiday pay for the holidays scheduled to be observed during the Christmas recess.

- F. Employees who are on Voluntary Reduction of scheduled hours (as described in Section 55, "Reduction in Schedule") will receive holiday pay in proportion to regularly scheduled hours, providing they meet the eligibility requirements listed in Subsection B above.

SECTION 36. VACATIONS

A. Eligibility for Vacation

Vacation time begins to accrue with the date of employment, but does not become available to the employees until they have completed six calendar months of employment. Therefore, employees shall not be eligible for paid vacation time or receive pay in lieu of vacation time, before it accrues, or before they have completed six calendar months of employment.

B. Vacation Accrual

Maximum vacation shall accrue to employees in the bargaining unit as follows:

- * during the first year of employment, one day per month, or 3.7 hours per pay period
- * during second through seventh year of employment, 1 1/4 days per month, or 4.6 hours per pay period
- * during eighth through fourteenth year of employment, 1 1/2 days per month, or 5.6 hours per pay period
- * after fourteen years, 2 days per month, or 7.4 hours per pay period employees shall accrue vacation time in proportion to straight time hours paid each pay period. Vacation time shall accrue to employees on a bi-weekly basis. Unused vacation time shall not be accrued beyond thirty-six (36) days.

C. Pay in Lieu of Vacation Time

Employees will receive pay 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
2. Termination
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 employees' hourly rate at the time vacation is taken times the number of hours of accrued 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 employees on their regular pay day.

2. Pay in lieu of vacation time shall be at the employees' 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 or office in which the employee works. It shall, however, be the Employer's responsibility to insure the employee an opportunity for 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.

It is expected that employees will take at least ten (10) days of vacation a year. Where possible, departments may request employees to schedule their vacations by April 1 for the remainder of the year. 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. If the employee does not take his vacation as requested, or does not schedule his vacation by April 1, where requested, seniority shall be waived and the time off shall be granted on a first request basis thereafter for the balance of the calendar year.

Requests for vacation days will be acted on no later than five (5) University days following receipt of the request from the employee.

F. Vacation in Lieu of Sick Leave

At the request of an employee, an absence covered by Section 37, Sick Leave, may be charged against accrued vacation time after all payments under Section 37, Sick Leave, have been exhausted.

G. Holidays during Vacation

If a day observed by the Employer as a holiday as provided in Section 35, Holidays, occurs during employees' vacation, they shall, if otherwise eligible for it, receive holiday pay and will not have time off charged against accrued vacation time.

H. Challenges to Vacation Accrual Balance

No vacation leave balance will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of the challenge.

ALPHABETICAL LISTING OF SUBJECTS

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SECTION 37. SICK LEAVE

- A. Employees in the bargaining unit shall accrue and be credited with a maximum of thirteen (13) workdays (or 104 hours) of sick leave with pay per year. Such sick leave shall accrue to the employee on a bi-weekly basis (a maximum of 4.0 hours per pay period), in proportion to straight time hours paid each pay period. 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.
- 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 which prohibits the performance of the duties of the job.
 2. Illness or incapacity associated with pregnancy when a physician certifies that the employee is unable to perform the duties of the position.
 3. Absences 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. Employee's medical and dental appointments, to the extent of time required to complete such appointments. Request for absence shall give the appointment time and location.
 5. Absences required by the illness or injury to members of the immediate household, who, in this instance, may include the following: spouse, children, step-children, foster-children, grand-children, parents, step-parents, foster parents, grandparents, parents-in-law, brothers, sisters, and other dependents. Absences in these instances will only be granted when no other arrangements can be made for the care of these members of the immediate household. Absences in these cases will be limited to five (5) days per incident. Additional leave may be granted in special cases, subject to approval of the Human Resources Office. An employee by special request may be granted sick leave for the employee's immediate family outside their immediate household.
 6. For Funeral Leave as stated in Section 38.
 7. A physician's statement or sworn affidavit may be required to sustain a claim of absence because of sickness.
- C. All employees shall accumulate sick leave from the date they are hired.

- D. Employees who have exhausted sick leave credit and are still unable to return to work, may, at the employees' request be paid from any unused vacation credits.
- E. 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.
- F. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, or who are members of the Armed Forces during a declared national emergency, shall, upon re-employment by the University, have credited any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- G. Employees who transfer from one classification to another shall transfer with them any unused sick leave.
- H. 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 regular pay days.
- I. At the conclusion of an employee's sick leave, or medical 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 the employee's fitness to return to his/her regular work.

Employees returning from sick leave of more than one week duration must provide a doctor's written release to return to work.

J. Pay in Lieu of Sick Leave

Employees who most recently were hired into the University prior to January 1, 1990 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. Employees who separate from the University for retirement purposes, in accordance with the provisions of the retirement act, shall be paid for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days.
2. Employees who retire on or after age 65, or retire due to a total and permanent disability, shall be paid for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days.

3. In case of the death of any employee, payment of accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days shall be made to the 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 K occurs, times the number of hours of unused accrued sick leave time up to a maximum of 800 hours or 100 working days.

- K. The Employer and the Union recognize that the granting of sick leave by the Employer allows the employee to receive compensation for hours not worked due to absence caused by illness or incapacity (as strictly set forth above). Further, the annual amount of sick leave credited each employee does not represent the expected normal usage. Rather, the annual amount which is credited should enable the normal accumulation of sick leave for protection of the employee against any future extended illness or incapacity.

Finally, because of limited staffing resources, any sick leave use or abuse has a severe impact on University operations and places an undue burden on other employees who remain on the job. In keeping with these specific statements of joint recognition, and to ensure compliance with their intended purposes, the parties agree that an employee who allegedly abuses, frequently depletes, or reduces to a low point, his/her accumulated sick leave balance may be subject to the University's disciplinary procedures. Any disciplinary action taken by the University in this area, must be subsequent to a Special Conference.

L. Donation of Sick Leave

The Union may request individual bargaining unit members to donate accrued sick leave days to provide a bargaining unit member with additional sick days when he/she has exhausted his/her sick leave and vacation time. The employee shall make the request, in writing, to the Human Resources Office. To qualify, the request must be for a minimum of five (5) continuous workdays and be accompanied by a doctor's approval. Donated sick leave shall be effective the sixth consecutive day an employee is off work without pay. Each bargaining unit member is limited to a maximum of 60 workdays of donated sick leave per calendar year.

In the event of an employee suffering from a catastrophic illness, one that requires extensive hospitalization and/or recurring treatments, such as leukemia, cancer and/or a critical injury, the employee shall be allowed to use donated sick leave without meeting the required minimum of five (5) continuous workdays off work with a doctor's approval. The usage of the donated sick leave in these instances may result in an employee being off work for shorter periods of duration, such as for one or two days for required treatment. An employee may be required

to provide medical documentation to verify dates, times, and placement of such treatment. Failure to provide the required documentation may result in the employee's absence being charged to time-off without pay.

M. **Challenges to Sick Leave Accrual Balances**

No sick leave balance will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of the challenge.

SECTION 38. 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. The immediate family is defined as spouse, son, daughter, brother, sister, the father or mother, stepparent, or foster parent, stepchildren or foster children, grandparents or grandchildren, of either employee or spouse, or a person having lived in the employee's household for one calendar year or more before death.
- B. If the death occurs among other relatives of an employee the employee shall be granted up to three (3) days of leave with pay chargeable to sick leave, if required.
- C. Additional leave may be granted in special cases, subject to approval of the University, such additional leave charged to accrued vacation, or taken as leave without pay.
- D. Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral or serve as pallbearers of a fellow employee or former employee without loss of pay.

SECTION 39. LEAVES OF ABSENCE

A. **Short Term Absence Without Pay for Personal Reasons**

An employee may be granted an absence for personal reasons without pay with the recommendation of the supervisor. Such absence shall not exceed two (2) weeks at any one time except during close-down of any or all of the Employer's operations. Benefits for those on short-term leaves remain as delineated in other sections of the Agreement.

B. **Extended Leave of Absence Without Pay for Personal Reasons**

A non-probationary employee may be granted, at the sole discretion of the Employer, a formal leave of absence without pay 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 Leave of Absence

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 37, Sick Leave, and vacation payments under Section 36, 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 extensions 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. 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 without pay may be granted for childcare purposes.

E. Jury Duty and Witness Service

1. Employees who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena, and who are not party to the action, 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 Human Resources 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 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 purposes 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 University.

3. If an employee's absence would impair departmental operations, the University may petition the court to excuse the employee from jury duty.

F. 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 employee's military pay and their regular pay for each day of absence from scheduled University employment, if their military pay is less for those same days. Such leave shall not exceed fifteen (15) 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 University 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.

G. 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 University pay for each day of absence from scheduled University 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 (F).
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.

H. Regular Military Leave of Absence

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.

I. Educational Leave for Veterans

Non-probationary employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leave of absence 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.

J. Full-time Assignment with Union

A non-probationary employee who accepts a full-time assignment with the Union by election, appointment or hiring shall be granted a leave of absence 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, to the Human Resources Office by the Union 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.

K. Union Education Leave

Leave of absence (with pay provided they are in pay status) will be granted (upon receiving one week's 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 department 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.

L. Application for Leave of Absence

Applications for extended leaves of absence of more than two (2) weeks duration must be submitted two (2) weeks in advance and must be approved by the employee's department head before being sent to the Human Resources Office for consideration.

M. General Conditions

During an extended leave of absence without pay of more than two (2) weeks duration, an employee will not accrue vacation or sick leave, will not be eligible for holiday pay, or be eligible for any payments for time off work provided by this Agreement.

Subject to, and consistent with the group life insurance or health care protection plans in which the employee may be enrolled, coverage may be continued during a leave of absence of more than two (2) weeks duration, provided direct payment of the total monthly premium is made through and as prescribed by the Employer, to the Human Resources Office.

During a leave of absence without pay, the Employer's contributions to the Michigan Public School Employees' Retirement System and/or TIAA-Cref 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 up to one (1) year of a personal leave without pay and shall be retained thereafter.

An 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.

N. Return from a Leave of Absence

Applications for reinstatement from an extended leave of absence [more than two(2) weeks duration] must be made to the Human Resources Office before the leave expires. If returning from a medical 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 the employee's fitness to return to work, and provide written release to do so.

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/her 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/her 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 the employee shall be placed at the top of the layoff list.

SECTION 40. MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his/her job or the employee's fitness to return to work at the University and the employee is not satisfied with the determination of the physician or physicians designated by the Employer, the employee may submit a report from a physician of his/her own choosing and at his/her 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 equally shared by the Employer and the employee.

SECTION 41. PENSIONS

For bargaining unit members first hired before January 1, 1996, the pension system shall be that of the Michigan Public School Employees' Retirement System administered by the Michigan State Retirement Board.

The Employer agrees to pay the full expense of the retirement plan based on the aggregate annual compensation earned by all bargaining unit employees of ESP/MEA/NEA under the non-contributory basic plan, or the Employers' share of the Members Investment Plan (MIP), into the pension fund of the Michigan Public School Employees' Retirement System.

Bargaining unit members first hired after January 1, 1996 are required to participate in the Teachers Insurance Annuity Association-College Retirement Equities Fund (TIAA-CREF) with a twelve percent (12%) contribution rate on gross earnings. The University will contribute eight percent (8%) of gross earnings and the employee will contribute a mandatory four percent (4%) of gross earnings.

Effective September 1, 2001, the University will contribute nine percent (9%) of gross earnings and the employee will contribute a mandatory three percent (3%) of gross earnings. Effective September 1, 2002, the University will contribute ten percent (10%) of gross earnings and the employee will contribute a mandatory two percent (2%) of gross earnings.

SECTION 42. HOSPITALIZATION MEDICAL COVERAGE

Within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting of subscriber information, and similar matters, each full-time bargaining unit employee scheduled to work 27 or more hours a week, shall be eligible for the following health insurance coverage under the Community Blue PPO Program, Plan 1: FC, SD riders, preferred drug program with the mail-order option, prescription drug rider with a \$5.00 co-pay for

generic drugs and a \$10.00 co-pay for brand name drugs, FAE-RC and ML riders, and Pre-Determination rider.

This coverage is available for full-time bargaining unit employees scheduled to work 27 or more hours a week, their spouses, and eligible dependents. The cost of sponsored dependent riders will be paid by the employee.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

It is the responsibility of bargaining unit members to report immediately any changes in coverage, such as births, deaths, marriages or divorces, that may change premium rates, to the Human Resources Office. Failure to do so will put liability for additional charges, or lack of coverage on the employee.

The bargaining unit member will pay fifty percent (50%) of the health insurance cost for eligible dependents under the family continuation plan.

SECTION 43. DENTAL INSURANCE

Upon submission of a written application, the University shall provide each full-time bargaining unit member and their spouse and single children dependents, as defined by the United States Internal Revenue Service, a dental plan defined as follows:

The dental plan pays reasonable charges for covered expenses with NO deductible for any class.

COINSURANCE

- CLASS I:** Diagnostic services, preventive services, and palliative treatment are covered at seventy (70%) percent of reasonable charges.
- CLASS II:** Restorative, endodontic and periodontic services; oral surgery; repairs, adjustments and relining of dentures and bridges; and adjunctive general services are covered at seventy (70%) percent of reasonable charges.
- CLASS III:** Constructive and replacement of dentures and bridges are covered at seventy (70%) percent of reasonable charges.
- CLASS IV:** Each member is entitled to maximum benefits of orthodontics with a 50% co-pay and a lifetime maximum of \$1500.

ANNUAL MAXIMUM

Each member is entitled to maximum benefits of \$1,000 every contract year.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

If the employer increases the dental coverage benefit for the Faculty Association between September 1, 1991 and August 31, 1992, it will increase the benefit for employees in the bargaining unit in the same manner and to the same extent.

SECTION 44. VISION CARE INSURANCE

The Program covers visual testing examinations, lenses and frames once in every 12 consecutive months.

The Program pays for the following vision care tests and supplies when obtained from a participating provider, after the member has paid the provider the required "co-payment amount". Co-payments are limited to a total of \$12.50 per member in 12 consecutive months.

In vision testing examinations the co-payment is \$5.00 for an examination. The Program covers visual testing by an Optometrist or Ophthalmologist - including history, testing visual acuity (sharpness of vision), internal and external examination of the eyes, tonometry (testing for glaucoma) when necessary plus prescriptions for glasses. It also covers an additional examination by an Ophthalmologist with respect to a vision problem when recommended by an Optometrist and the additional examination takes place within 60 days of the original examination by the Optometrist.

Co-payment is \$7.50 for lenses and frames. Regular lenses - the Program covers prescribed glasses made of glass or plastic. Certain tinted lenses are covered when they are prescribed for medical reasons. Contact Lenses - The Program covers glass or plastic contact lenses if the patient's vision cannot be corrected to at least 20/70 in the better eye by other lenses or when medically necessary for certain specified medical conditions. If contact lenses are selected but are not necessary for the above reasons, the Program will cover up to a maximum of \$35.00. Frames - The Program covers plastic, metal or wire eyeglass frames which are adequate to hold the prescribed lenses. The Program pays up to \$14.75, less the co-payment amount.

For covered services and supplies from a non-participating provider, the Program will pay 75% of the provider's reasonable charge for vision examinations less the \$5.00 co-payment amount and will pay for lenses, frames and dispensing fees on a pre-determined set fee level. The patient pays the provider any other charges.

If the employer increases the Vision Care Insurance coverage for the Faculty Association between September 1, 1991 through August 31, 1992, it will increase the benefit for employees in the bargaining unit in the same manner and to the same extent.

SECTION 45. HEALTH INSURANCE CONTINUATION

Lake Superior State University offers the opportunity for retired educational support personnel and their spouses to continue health, dental, and vision insurance benefits as they may be made possible by the University. Availability of health insurance benefits to retirees and their spouses is subject to the concurrence of the benefit carriers. An official University retiree is defined as one who has completed ten (10) years of full-time or equivalent part-time service at Lake Superior State University and has met the age and service requirements for retirement as defined under the provisions of the Michigan Public School Employees Retirement System MIP or Basic programs.

Retirees may participate in the available benefit program only if they are not being provided with a health benefit insurance paid, in whole or part, by another entity. Application for continued health insurance must be made at the University's Human Resources Office no less than 30 days prior to the effective date of retirement. The retiree is fully responsible for the payment of all premiums in order to maintain coverage. The University will issue guidelines for receipt of payment. Failure to meet those guidelines will mean discontinuance of coverage.

If the retiree precedes a spouse in death, the spouse may continue participation in the health insurance program the University may offer up to three years (36 months) following the death of the retiree.

The University reserves the right to:

1. change at anytime the benefit plan or plans offered to retirees;
2. change benefit plan carriers at its discretion, without consultation with the retirees, singularly or as a group, or with any other group acting on the behalf of the retirees;
3. set, change or adjust subscription rates and payment schedules, at its discretion; and
4. withdraw or alter eligibility of retirees as participants in any University benefit plan with 180 days notice.

SECTION 46. LIFE INSURANCE

The Employer agrees to provide a forty-five thousand dollar (\$45,000) Term Life Insurance policy, with a forty-five thousand dollar (\$45,000) Accidental Death and Dismemberment rider, for all regular full-time bargaining unit employees scheduled to work 27 or more hours a week, 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. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

SECTION 47. LONG TERM DISABILITY

The Employer agrees to provide a Long Term Disability insurance plan for all regular full-time bargaining unit employees scheduled to work 27 or more hours a week, 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. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

If the Employer increases the Long Term Disability benefit for the Faculty Association, 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 48. WORKERS' COMPENSATION

- A. Employees shall be covered by the Workers' Compensation Act and applicable state regulations. Coverage by the Act shall not limit contractual rights of this contract.
- B. An employee who suffers injury which arises out of and in the course of employment at the University resulting in disability of seven (7) days (maximum of five (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 Workers' Compensation Act from the date of injury, the employee shall reimburse the Employer for pay received for the first seven (7) days (maximum of five (5) working days) of disability which have not been charged against the employee's sick leave.
- C. An employee who suffers injury compensable under the Workers' Compensation Act shall be paid the difference between the employee's regular wages and any payment received under provisions of the Act, to be deducted from accumulated sick leave, prorated. If sick leave is exhausted, the employee may remain on Workers' Compensation until its benefits are exhausted.
- D. An employee's prorated sick leave shall be discontinued when the employee begins receiving benefits from the Long Term Disability plan, however, in no event shall the proration continue beyond fifty-two (52) weeks.

- E. Employment rights are preserved and retained to twenty-four (24) months from the date the employee last worked and such absence shall not result in the employee's loss of accumulation of seniority nor the elimination and/or reduction of longevity pay rate.

SECTION 49. LONGEVITY PAY

All regular employees covered by this Agreement in the active service of the Employer as of October 1, 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.

Effective September 1, 2000, no longevity payment as shown in the schedule below shall be made for an employee's prior year's W-2 earnings which is in excess of \$21,500. Effective September 1, 2001 this \$21,500 amount shall be increased by the same percentage as the base rates are increased in Section 58. Wages for 2001-02. Effective September 1, 2002 the 2001 amount shall be increased by the same percentage as the base rates are increased in Section 58. Wages for 2002-03.

- B. Following completion of five (5) years of continuous full-time service by October 1, and continuing in subsequent years of such service, each eligible 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, shall be due by the subsequent December 1. Longevity payment shall be made by separate check no later than the last payroll period in November. There will be no voluntary deductions taken from this check nor direct deposits made to financial institutions.
- E. Prorated payments shall be made to those employees who retire under the Employer's retirement plan prior to October 1, 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.

CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
5 through 9 years	2% of annual wage
10 through 13 years	3% of annual wage
14 through 17 years	4% of annual wage
18 through 21 years	5% of annual wage
22 through 24 years	6% of annual wage
25 or more years	8% of annual wage

SECTION 50. UNIFORMS

All bargaining unit employees in Physical Plant and Food Service who have been furnished uniforms, shall be issued two (2) uniforms on or before October 1, of each year.

All new hires in the Physical Plant and Food Service shall be issued two (2) uniforms upon completion of their probationary period.

All new hires in the classification of Security Officer shall be issued two (2) uniforms (Shirts and pants) as soon as practicable following the commencement of their employment. A third uniform will be furnished following satisfactory completion of the initial probationary period. Other uniform apparel will be provided and replaced on an as-needed basis, determined by the University. Upon termination of employment, all furnished equipment and uniforms shall be immediately returned to the Employer and shall remain the property of the Employer.

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.

When a work uniform style or color is to be changed, affected bargaining unit employees will be consulted prior to the change in uniform style. If the University elects to change the style or color of the uniform, one extra set of uniforms will be issued to each affected employee for the year in which the change occurs.

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

Employees are required to wear their work uniform properly laundered and of good appearance during all working hours.

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.

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 University shall provide it. Special equipment furnished by the University shall include special safety glasses, special gloves, and safety head covering when necessary.

SECTION 51. TUITION WAIVER

Tuition costs and enrollment fees shall be waived for all bargaining unit members taking courses carrying University credit at Lake Superior State University.

Dependents of bargaining unit members meeting the IRS definition of dependency, shall be required to pay 50% of their tuition costs and enrollment fees for courses in which they are enrolled carrying University credit applicable towards a baccalaureate degree and taken at the University. An unmarried child under the age of twenty-five (25) will be considered a dependent for purposes of this section.

Applications for attendance and tuition adjustment must be filed with the Human Resources Office prior to the end of the add period for the semester in which an adjustment is being requested. The applicable tuition adjustment will be applied to the fee statement prior to the application of other financial aid. Calculation of tuition adjustment will not include fees.

SECTION 52. BOOKSTORE DISCOUNT

Bargaining unit members will be given a fifteen (15) percent discount on non-sale items purchased at the University Bookstore for their personal use.

SECTION 53. ADMISSION TO UNIVERSITY EVENTS

Bargaining unit members shall be admitted without charge to University-sponsored events where the proceeds of such events accrue to the University. The free admission shall not extend to events where the proceeds accrue to a recognized student organization or events relating to fund-raising, social, or recognition activities of the University.

Dependents of bargaining unit members meeting the IRS definition of dependency shall be admitted to athletic events at one-half the regular ticket price. An unmarried child under the age of twenty-five (25) will be considered a dependent for purposes of this section.

A season hockey ticket shall be made available to all members of the bargaining unit. However, the free ticket and reserved tickets for a spouse and/or dependent children must be picked up Monday through

Wednesday prior to the game weekend. Tickets for individual hockey games or series may be picked up at the Norris Center Monday through Wednesday prior to the game weekend. On game nights, based on availability, bargaining unit members who do not hold season tickets or who have not picked up a reserve ticket, shall for the general admission area, be admitted without charge and spouses and dependent children at one-half the regular ticket price.

Bargaining unit members shall present their University issued identification card for admission to University events. An identification card is non-transferable and may only be used by the person to whom it was issued.

SECTION 54. WORK WEEK

Forty hours shall constitute a normal work week and eight hours a normal work day. This shall not be construed as a guarantee of hours of work. The normal work week shall consist of five consecutive days of work followed by two consecutive days off, except for continuous seven-day operations. Schedules in seven-day operations shall be posted two weeks in advance and shall not be changed arbitrarily, except because of matters beyond the control of the Employer, which shall include, among others, problems with scheduling or work load, absences of employees because of sickness, or other unforeseen circumstances.

University core hours, when offices or departments will be open to the public, will be from 8:00 a.m. to 5:00 p.m. from the Monday the week before the start of Fall semester to the Monday following the end of the Spring semester; and from 8:00 a.m. to 4:30 p.m. from the Monday following Spring semester to the Monday the week before the start of Fall semester classes. With the agreement of the Supervisor, bargaining unit employees shall have the option to have a one-hour or a half-hour unpaid lunch period, or take no lunch period, providing departmental responsibilities can be met.

SECTION 55. REDUCTION IN SCHEDULE

In an attempt to provide full weekly work schedules during the temporary or partial closedown of any operation, employees will be offered alternate work assignments if a reduction in hours of their regular assignment is necessary. This work will be offered at their regular rate of pay, or the rate of the alternate assignment, whichever is higher. Such reduction in scheduling shall not cause the work week to fall below an employee's normal number of scheduled hours. All hours worked by an employee outside his/her district will be deemed to have been worked in his/her district.

Alternate assignment schedules shall be posted two (2) weeks in advance. If an employee accepts an alternate assignment, such acceptance shall be considered the employee's work schedule for such two (2) week period. Alternate assignments shall be based on seniority by job classification, with the less senior employee first being subject to alternate assignment.

If an employee does not desire these alternate assignments, he/she may elect to take vacation or leave without pay to protect his/her employment and benefit status provided this is applied for two (2) weeks in advance, or upon notice by the Employer of alternate work assignment. If an employee has not accrued enough vacation time to allow him/her to take the vacation option, the employee may borrow the time from a "vacation bank" which will be set up by the employer. The maximum amount of time that may be borrowed will be limited to one year's vacation accrual. This must be applied for in advance on forms supplied by the Employer. Time borrowed will be paid back from future accrued vacation time. If an employee borrows time and terminates his/her employment with the University prior to paying back such borrowed time from accrued vacation time, such balance shall be deducted from the employee's final check from the University.

If an employee desires a voluntary reduction in scheduled work hours, he/she may request the reduced schedule in writing from his/her supervisor with one copy being sent to the Union President. Benefits will remain the same as delineated in other sections of this Agreement. It is understood that the University departments must have certain staffing to provide the level of service required for optimum operation. Therefore, all requests will be carefully evaluated and approval by the President will be necessary for each request, with copies to the Union President. An employee may request reinstatement to his/her original schedule at any time and it will be granted. However, requests for changes in schedules are limited to two per fiscal year.

The Employer may change the employee's schedule back to his/her original schedule if necessitated by the workload, with written notification to the employee and the Union President. A voluntary reduction in scheduled work hours shall not exceed six (6) consecutive months.

Effective July 1, 1995, the University shall have the right to change any twelve-month position which becomes vacant to a less than twelve-month appointment. An example would be, reducing a twelve-month position to an academic year position. However, any plans by the University to reduce positions shall be subsequent to a Special Conference.

Prior to the employment of any Temporary Employees to perform bargaining unit work, employees hired into less than twelve-month positions shall have the right of first refusal during the period they are not employed by the University and have the ability to do the work. Such work will be paid at the employee's normal hourly rate or the normal rate of the temporary position, whichever is higher.

Employees working in less than twelve-month positions who are laid off and who are scheduled to be returned for the Fall semester, shall have all insurance premiums paid by the University, through August

31, with the exception of Long Term Disability.

SECTION 56. EMPLOYMENT OF STUDENTS

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. Specific duties customarily performed by a bargaining unit member shall not be performed by student employees to the extent that it results in the bargaining unit employee's layoff or removal from a classification. Neither shall an employee be required to take a vacation to provide employment for a student. Employment of students shall not deprive bargaining unit employees of overtime as provided for in this Agreement, except as required for special events and food trucks in the Food Service District, and for work associated with that performed by Security Aides, Special Events Cadets, and Federal Work Study students in the Security District. However, skilled duties of Cooks and Bakers will not be performed by student help, nor will students be allowed to operate any equipment over fifteen (15) horsepower (except light vehicles when used for transportation of personnel, supplies, or equipment to and from job sites).

SECTION 57. WORK OF SUPERVISION

Supervisory employees shall not be utilized in hourly rated job classifications to prevent payment of overtime except: (1) in emergencies, (2) in the instruction or training of employees, (3) testing materials or production, (4) for incidental or casual duties of a short duration. Work of supervisors will not cause the reduction in normal work hours or the lay off of any bargaining unit member.

SECTION 58. WAGES

Effective September 1, 2000 to August 31, 2003, employees within the bargaining unit shall receive wages according to the following rate schedule:

Effective September 1, 2000:

<u>LEVELS</u>	<u>Employees Hired Before 7-1-95</u>	<u>Employees Hired After 7-1-95</u>
I	\$11.60	\$ 9.27
II	11.92	9.52
III	12.24	9.79
IV	12.50	10.02
V	12.82	10.26
VI	13.14	10.52
VII	13.46	10.77
VIII	13.77	11.00
IX	14.08	11.26
X	14.38	11.52
XI	14.81	11.87
XII	15.47	12.38
XIII	15.93	12.75
XIV	16.97	13.57

Effective September 1, 2001:

<u>LEVELS</u>	<u>Employees Hired Before 7-1-95</u>	<u>Employees Hired After 7-1-95</u>
I	\$11.95	\$ 9.55
II	12.28	9.81
III	12.61	10.08
IV	12.88	10.32
V	13.20	10.57
VI	13.53	10.84
VII	13.86	11.09
VIII	14.18	11.33
IX	14.50	11.60
X	14.81	11.87
XI	15.25	12.23
XII	15.93	12.75
XIII	16.41	13.13
XIV	17.48	13.98

Effective September 1, 2002:

<u>LEVELS</u>	<u>Employees Hired Before 7-1-95</u>	<u>Employees Hired After 7-1-95</u>
I	\$12.31	\$ 9.84
II	12.65	10.10
III	12.99	10.38
IV	13.27	10.63
V	13.60	10.89
VI	13.94	11.17
VII	14.28	11.42
VIII	14.61	11.67
IX	14.94	11.95
X	15.25	12.23
XI	15.71	12.60
XII	16.41	13.13
XIII	16.90	13.52
XIV	18.00	14.40

In an effort to recruit qualified applicants, the University will be permitted to hire new employees into the following positions, at the same rates being paid to employees hired prior to July 1, 1995:

Structural Mechanic, Electrician, HVAC/Refrigeration and Controls Specialist, Maintenance Mechanic, Sports Utilities Maintenance Mechanic, Steam Plant Operator, Landscape Groundskeeper/Equipment Operator, Printing Production Technician, and Vehicle & Equipment Mechanic/Groundskeeper.

SECTION 59. STRIKES AND LOCKOUTS

The Educational Support Personnel, MEA/NEA, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sitdowns, slow-downs, stoppages of work, picketing, or any acts of 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 60. SUPPLEMENTAL AGREEMENTS

All supplemental agreements must be reduced to writing and shall be subject to the approval of the Employer and the Union (LSSU ESP/MEA/NEA). They shall be approved or rejected within a period of thirty (30) days following the date they are filed.

SECTION 61. 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 62. TERMINATION OR MODIFICATION

The Agreement shall continue in full force and effect until 11:59 p.m., August 31, 2003.

- 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 or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the President of Educational Support Personnel, MEA/NEA, and if to the Employer, addressed to the Office of Labor Relations, Lake Superior State University, or to any such address as the Union or the Employer may make available to each other.

SECTION 63. EFFECTIVE DATE

This Agreement shall become effective September 1, 2000.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

LAKE SUPERIOR STATE UNIVERSITY

Thomas Bugbee
John W. Smith
Arlene MacPherson

LSSU EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA

Carole A. Boyer
Paul Johnson
Jeanne O'Callaghan, MEA Unions Sec.

Date Signed: May 11, 2001

APPENDIX A

LIST OF APPROVED DISCIPLINARY FORMS
(Section 11)

Supervisor's Report - LSSU 242-482
(used to document oral warning)

Written Warning - LSSU 243-482
(written warning for violation of published University rules and regulations)

Written Warning with Disciplinary Layoff - LSSU 244-482
(for repeated violation of published University rules and regulations)

Notification of Suspension Pending Investigation - LSSU 370-884
(used to notify employee of removal from work site while investigation of misconduct is conducted)

Agreed between Union and Employer November, 1986

APPENDIX B
CLASSIFICATION AND GRADE SCHEDULE

LEVEL I

RECEPTIONIST
FOOD SERVICE
UTILITY WORKER
LABORER

LEVEL II

TYPIST/CLERK I
BUILDING ATTENDANT I

LEVEL III

TYPIST/CLERK II
DATA/ACCOUNT CLERK I

LEVEL IV

FOOD SERVICE HELPER I
BUILDING ATTENDANT II

LEVEL V

CASHIER/CLERK
DATA/ACCOUNT CLERK II
TYPIST/CLERK III
BUILDING ATTND. III
TEXTBOOK CLERK

LEVEL VI

SECRETARY I
COOK I
DATA/ACCT CLERK III
NORRIS CENTER BUILDING
ATTENDANT
SECURITY OFFICER
TRAINEE
SPECIAL CLERK I
PURCHASING SERVICES
CLERK
GALLEY COORDINATOR

LEVEL VII

DISHROOM/STORAGE COORD.
GRAPHIC ARTS TECHNICIAN
SPECIAL CLERK II
SPORTS/UTILITY ATTENDANT
SECRETARY II

LEVEL VIII

MOTOR POOL/STORES CLERK
PRINTING PRODUCTION
TECHNICIAN
SALAD PERSON
SPECIAL CLERK III

LEVEL IX

EQUIPMENT/GROUNDSKEEPER

LEVEL X

CARPENTER II
COOK II
MAINTENANCE MECHANIC
SPORTS UTILITIES MAINT.
MECHANIC
STRUCTURAL MECHANIC

LEVEL XI

STEAM PLANT OPERATOR
VEHICLE & EQUIPMENT
MAINT MECH/GROUNDS

LEVEL XII

SECURITY OFFICER

LEVEL XIII

ELECTRICIAN
HVAC/REFRIG & CONTROLS
SPEC.

LEVEL XIV

SENIOR SECURITY OFFICER

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2001

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