

6521

6/30/2004

Lansing Community College

AGREEMENT
BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE
of the State of Michigan
and

LANSING COMMUNITY COLLEGE CHAPTER OF LOCAL 1390
of A.F.S.C.M.E. at Lansing Community College

JULY 1, 2000 TO JUNE 30, 2004

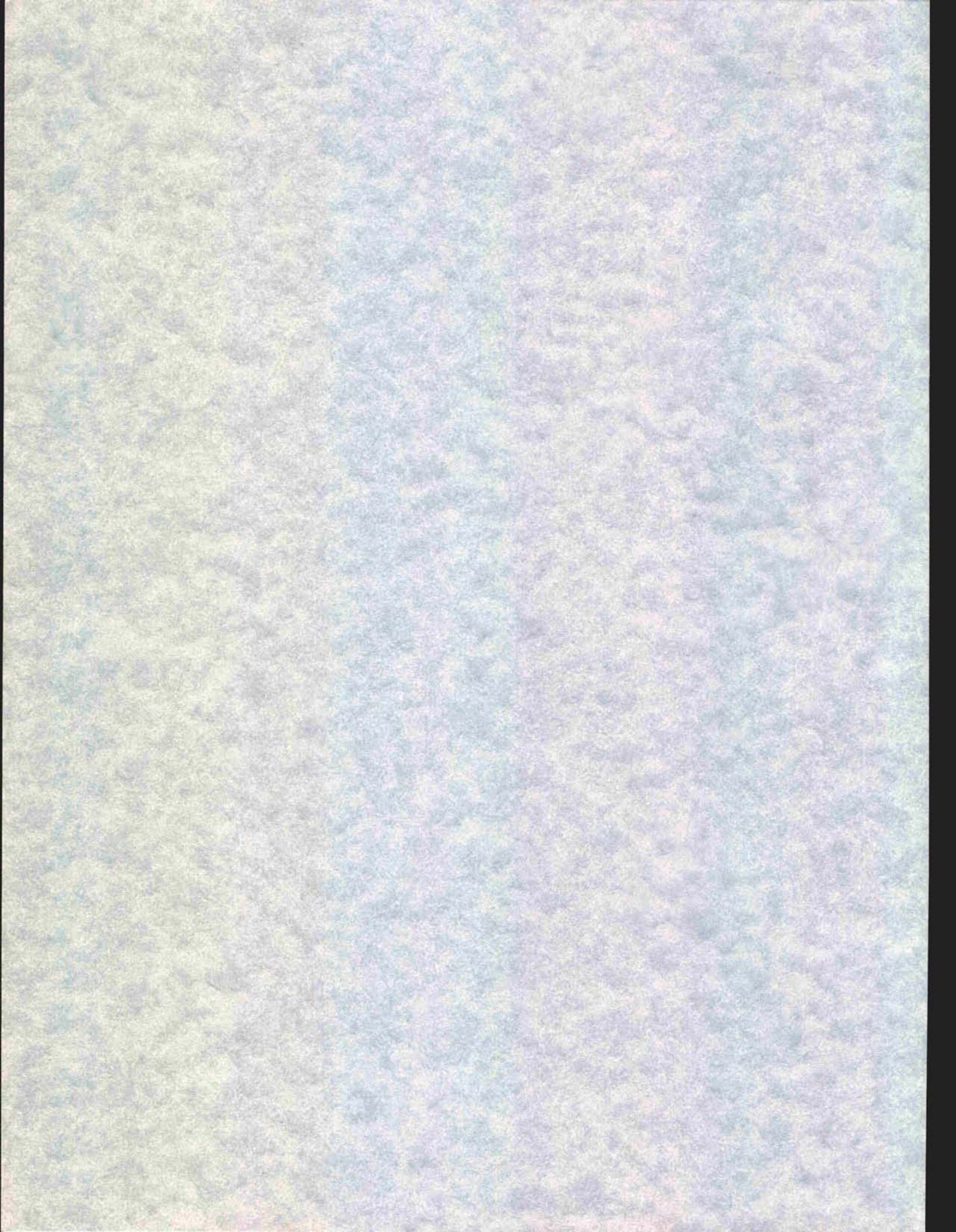


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LANSING COMMUNITY COLLEGE CHAPTER OF LOCAL 1390
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This Agreement entered into on this first day of July 2000, between the Board of Trustees, Lansing Community College (hereinafter referred to as the "EMPLOYER") and Lansing Community College Employees Chapter of Local 1390, affiliated with Council #25, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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.

ARTICLE I. RECOGNITION

A. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

"All regular full-time custodial/general utility, quality assurance inspector, maintenance mechanic--general, maintenance mechanic general/head custodian, maintenance mechanic II special projects, maintenance mechanic III special projects, and plumber, carpenter, pool operator, electrician employees of the Lansing Community College, excluding supervisors as defined by Act 379 of the Public Acts of 1965."

ARTICLE II. AID TO OTHER UNIONS

Neither the Employer nor the employees represented by the Union will aid, promote, finance or make any agreement with any labor group or organization which is known to engage in collective bargaining and whose stated purpose is to undermine the Union.

ARTICLE III. UNION SECURITY

A. Requirements of Union Membership

1. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition to continue employment, to become members of the Union, or pay to the Union each month a service charge in the amount equal to the regular monthly dues for the duration of this Agreement on or before the thirtieth (30th) day following each effective date.
3. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
4. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
5. Employees who fail to comply with the requirement of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
6. Union agrees to indemnify and save the College harmless against any and all claims, suits or other forms of liabilities arising out of the College's compliance with this section of the Agreement.

ARTICLE IV. UNION DUES AND INITIATION FEES

A. Payment by Check-Off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form. Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues Form:

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- [] An amount established by the Union as monthly dues.
OR
[] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

FIRST NAME															INITIAL	
LAST NAME																
STREET NUMBER				STREET NAME AND DIRECTION												
CITY															ZIP CODE	
AREA CODE			TELEPHONE					CLASSIFICATION								

SIGNATURE

EMPLOYER'S COPY

DATE

B. When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

C. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the Secretary/Treasurer of Michigan Council #25, A.F.S.C.M.E., AFL-CIO, as soon as possible after the fifteenth (15th) day of the month. The Employer will provide the Secretary/Treasurer with a list for whom dues are being deducted.

D. Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Secretary/Treasurer of Michigan Council #25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE V. UNION REPRESENTATION

The Staff Representative of Michigan Council #25, A.F.S.C.M.E., shall have the right to enter the College buildings for investigation of grievances, but before doing so, shall notify the Executive Director, Human Resources, or his/her authorized representative, that he/she is entering the premises for this purpose, and he/she shall not cause the employees to neglect their duties while he/she is present.

The employees shall be represented by a committee consisting of three members, one to be elected from and to serve on the first shift, one to be elected from and to serve on the second shift, and one to be elected from and to serve on the third shift. The AFSCME Union Chairperson shall be one of the three aforementioned stewards.

It is the desire of both the College and the Union that interference to work be kept to a minimum. It is mutually agreed that grievances will be investigated and processed during non-working hours. When the AFSCME Union Chairperson feels he/she cannot investigate a grievance during non-working hours, he/she will be released from his/her regular duties for the investigation of grievances only, or to attend a meeting called by management. The College shall not be liable for the pay of AFSCME Union Chairperson who are investigating grievances in an amount in excess of 52 total hours per year for the AFSCME Union Chairperson. Time spent by the AFSCME Union Chairperson in third-step meetings shall not be charged against the aforementioned 52 hours.

If a AFSCME Union Chairperson wishes to be released to investigate a grievance, he/she shall so inform the immediate supervisor or co-director of Physical Plant and state the nature and place of the grievance he/she wishes to investigate. If his/her release will not cause a significant interference with normal operations, the immediate supervisor or co-director of Physical Plant will grant such release.

Upon completion of his/her investigation, the AFSCME Union Chairperson will so inform the immediate supervisor or co-director of Physical Plant. When the duly elected AFSCME Union Chairperson is unavailable to perform his/her duties, the AFSCME Union Chairperson shall designate an alternate AFSCME Union Chairperson from other present elected union officials, and so inform the Immediate supervisor or co-director of Physical Plant. It is understood by the parties that grievances will not be investigated or discussed while the AFSCME Union Chairperson involved is working overtime.

ARTICLE VI. NEW OR CHANGED CLASSIFICATIONS

A. In the event a new job is established or an existing job is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed job in comparison with the elements of existing classifications.

B.

2000-2001

Level	Titles	Salary Minimum	Salary Maximum
I	Plumber ,Carpenter, Electrician	23.43	30.02
II	Maintenance Mechanic III Special Projects	20.42	23.69
III	Maintenance Mechanic II Special Projects	17.85	22.45
IV	Maintenance Mechanic General/Head Custodian, Pool Operator, Maintenance Mechanic General	14.50	19.09
V	Custodian/General Utility, Quality Assurance Inspector	12.27	14.63

2001-2002

Level	Titles	Salary Minimum	Salary Maximum
I	Plumber ,Carpenter, Electrician	23.92	30.92
II	Maintenance Mechanic III Special Projects	20.85	24.40
III	Maintenance Mechanic II Special Projects	18.22	23.12
IV	Maintenance Mechanic General/Head Custodian, Pool Operator, Maintenance Mechanic General	14.80	19.66
V	Custodian/General Utility, Quality Assurance Inspector	12.53	15.07

2002--2003

Level	Titles	Salary Minimum	Salary Maximum
I	Plumber ,Carpenter, Electrician	24.43	31.85
II	Maintenance Mechanic III Special Projects	21.29	25.13
III	Maintenance Mechanic II Special Projects	18.60	23.82
IV	Maintenance Mechanic General/Head Custodian, Pool Operator, Maintenance Mechanic General	15.11	20.25
V	Custodian/General Utility, Quality Assurance Inspector	12.79	15.52

2003--2004

Level	Titles	Salary Minimum	Salary Maximum
I	Plumber ,Carpenter, Electrician	24.94	32.81
II	Maintenance Mechanic III Special Projects	21.73	25.89
III	Maintenance Mechanic II Special Projects	19.00	24.53
IV	Maintenance Mechanic General/Head Custodian, Pool Operator, Maintenance Mechanic General	15.43	20.86
V	Custodian/General Utility, Quality Assurance Inspector	13.06	15.99

Classification Adjustments

Salary minimums will be adjusted by an amount equal to 70% of the percentage increase for that year. Salary maximums will be adjusted by an amount equal to 100% of the percentage increase for that year.

- C. The following procedure will be used whenever a new or changed job is placed in the Wage Schedule.
1. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the work to be performed.
 2. Upon receipt of the Employer's classification description, the Union may meet with representatives of the Employer to discuss the new or changed classification.
 3. If agreement is not reached between the Employer and the Union regarding the rate of pay for the new or changed classification, said rate will not be subject to the provisions of the grievance procedure but may be subject to negotiations between the Employer and the Union during the life of the existing Agreement.

ARTICLE VII. JOB VACANCIES AND POSTING PROCEDURES

- A. Whenever a vacancy or newly created position within the bargaining unit shall occur, the College will send a Position Vacancy Notification to the Physical Plant Department. The notification will list the basic requirements, job duties, classification, location, starting time and minimum rate of pay of the position.
- B. The Position Vacancy Notice(s) sent to the Physical Plant Department shall be posted in an area near the employees' time clock for a minimum of five (5) working days.
- C. Employees who desire to be considered for a vacancy shall notify the Human Resources Department, by means of a personal memorandum.
- D. If four (4) or less members of the Union apply for a vacant position covered by the terms of this Agreement, they will each be afforded a personal interview. If more than four (4) members apply, then a minimum of four (4) of the most qualified applicants, in the opinion of the supervisor conducting the interviews, will be interviewed along with any qualified applicants from outside of the bargaining unit. A supervisor may consider date of hire as one of the criteria in evaluating the qualifications of applicants for open positions.
- E. The final decision as to accepting or rejecting an applicant rests with the

supervisor concerned.

ARTICLE VIII. PROBATIONARY EMPLOYEES

New full-time employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list with his/her seniority accumulated from date of hire. There shall be no seniority among probationary employees and their termination during the probationary period shall not be subject to the Grievance Procedure.

ARTICLE IX. SENIORITY OF AFSCME UNION CHAIRPERSON

The AFSCME Union Chairperson, in the event of a layoff, will be the last ones laid off and first ones recalled provided they can perform the available work.

ARTICLE X. SENIORITY LISTS

- A. Seniority shall not be affected by race, religion, color, national origin, sex, age, height, weight, marital status or handicap.
- B. The seniority list on the date of this Agreement will be provided to the local chapter chairperson and will show the names and job classifications of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the local chapter chairperson with up-to-date copies at least every six (6) months.

ARTICLE XI. LOSS OF SENIORITY

Seniority and Employment shall terminate if an employee:

- A. resigns, is discharged for just cause, and if the discharge is not reversed in the grievance procedure, or retires.
- B. is absent for three (3) working days without notifying the Immediate supervisor or co-director of Physical Plant, unless a satisfactory reason is given.

ARTICLE XII. SHIFT PREFERENCE

When a permanent vacancy occurs on any shift (vacancy defined as any permanent replacement required by the College), employees in descending order of seniority in that classification on another shift shall be given the option for transfer to that vacancy. If an employee accepts the vacancy, he/she will be transferred as soon as a replacement becomes available.

ARTICLE XIII. LAYOFF DEFINED

- A. The word "layoff" means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary and employees in positions funded by an external source in the form of limited or conditional grants will be laid off first. Seniority employees will be laid off according to classification and seniority.
- C. Within five (5) days of the effective date of the layoff, a laid off employee may displace the least senior employee in an equal or lower rated position within the bargaining unit provided that the laid off employee has the necessary qualifications to perform the work as determined by the laid off employee's immediate supervisor or co-director. The laid off employee must demonstrate his/her capability of performing the equal or lower rated work within a thirty (30) day trial period. Failure to demonstrate such capability as determined by the employee's immediate supervisor or co-director will result in the displaced employee being returned to his/her original job and the laid off employee being returned to laid off status.

Following the thirty (30) day trial period if it is determined that the laid off employee is capable of performing the equal or lower rated work, the displaced person will then be considered as officially laid off and no further employee displacements will occur within the bargaining unit.

- D. Employees to be laid off will have at least seven (7) calendar days' notice of layoff. The AFSCME Union Chairperson or his/her designated representative shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- E. Employees will accumulate seniority while on layoff status and shall be maintained on the layoff status a time equal to their seniority, not to exceed two years. If an employee has not been recalled during this period, he/she shall be terminated.

ARTICLE XIV. RECALL PROCEDURE

- A. When the working force is increased after a layoff, employees shall be recalled to open jobs regardless of shift, according to seniority and qualifications.

Employees rejecting recall shall be terminated. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

- B. If an employee fails to return to work within three (3) days after being notified to return to work, he/she may be considered a quit, thus terminating his/her employment. Exceptions may be made only by agreement between the

Employer and the Union.

- C. The employee shall be held responsible for keeping the Employer notified as to his/her current mailing address by written form to the Human Resources Department.

ARTICLE XV. DISCHARGE CASES

When an employee is discharged, the Immediate supervisor or co-director of Physical Plant will so inform the AFSCME Union Chairperson in writing within two (2) working days. If requested by the AFSCME Union Chairperson, the grievance shall be automatically advanced to the third step of the grievance procedure. Such meeting shall take place within five (5) working days.

ARTICLE XVI. SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the AFSCME Union Chairperson and the Employer or its designated representative upon the request of either party when mutually agreeable to both parties. Such meetings shall be between not more than two representatives of the Union and not more than two representatives of management. Arrangements for such special conferences shall be requested in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union. When such a representative attends, the Employer may have another representative attend the meeting.
- B. The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE XVII. GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance or, in the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance. All such grievances shall be submitted to the following grievance and arbitration procedure:

A. Step I

Within five (5) working days from the alleged violation of the Agreement, the

employee will first bring his/her grievance to the immediate supervisor or co-director's attention within five (5) working days from its occurrence. If the employee does not bring the grievance to the immediate supervisor or co-director's attention within five (5) working days from its occurrence, it will not be heard. The only exception will be payroll errors, which may be heard at any time. The immediate supervisor or co-director shall, within five (5) working days, give the employee his/her verbal answer. If the immediate supervisor or co-director's answer is unsatisfactory to the employee, the employee may advance the grievance to Step II.

B. Step II

Within three (3) working days from the immediate supervisor or co-director's answer in Step I, the employee, his/her AFSCME Union Chairperson, immediate supervisor or co-director will meet and attempt to resolve the grievance. The immediate supervisor or co-director shall give the employee and/or his/her AFSCME Union Chairperson his/her verbal answer within three (3) working days after the meeting.

C. Step III

If the grievance is not resolved in Step II, the AFSCME Union Chairperson within three (3) working days of receipt of the co-Director or immediate supervisor or co-director's answer may submit to the President, or his/her designated representative, a signed, written statement of the grievance. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to this provision and the employee shall sign the form. Upon receipt of the written grievance, the President, or his/her designated representatives shall within five (5) working days meet with the AFSCME Union Chairperson to attempt to resolve the grievance. The management representative shall give the AFSCME Union Chairperson an answer in writing no later than ten (10) working days after the aforementioned meeting. A representative of Council #25 may be present at this meeting if requested by the AFSCME Union Chairperson.

If a satisfactory disposition of the grievance is not made as a result of the meeting in Step III above, the Union, by written notice to the Employer, shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be made within thirty (30) working days from the date of the Employer's answer provided in Step III above.

The Employer and the Union shall meet within ten (10) working days from the notice of arbitration to select an impartial arbitrator. Should the parties be unable to agree on such arbitrator, he/she shall be selected under and in accordance with the rules of the American Arbitration Association.

Any grievance not advanced to the next step by the Union within the time limit in that

step shall be deemed resolved by the Employer's answer at the preceding step. Time limits may be extended by mutual agreement of the Employer and the Union in writing and then the new date shall prevail.

D. Powers of the Arbitrator

It shall be the function of the arbitrator to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. His/her power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the College.
2. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, and the employee or employees involved, and the College.
3. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any members represented by the Union, in any appeal to any court or labor board from a decision of an arbitrator.
4. The fees and expenses of the arbitrator shall be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
5. Claims for Back Pay

The College shall not be required in cases other than payroll error to pay back wages more than thirty (30) days prior to the date of the grievance filed.

- a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
6. Grievances pending as of the termination date of this Agreement will be processed in accordance with the terms of the terminating Agreement.

ARTICLE XVIII. HOURS OF EMPLOYMENT

The normally scheduled shifts will be as follows:

1st Shift	6:00 a.m. - 2:30 p.m.
2nd Shift	2:00 p.m. - 10:30 p.m.
3rd Shift	10:00 p.m. - 6:30 a.m.

The Employer retains the right to change shifts, starting and quitting time upon seven (7) days' notice to the employee involved.

ARTICLE XIX. REST BREAKS

There will be a fifteen (15) minute rest break the first four (4) hours and a fifteen (15) minute break the second four (4) hours.

ARTICLE XX. CALL TIME

Any employee called back to work outside of his/her regularly scheduled shift shall be guaranteed four (4) hours of work. This guarantee shall not apply to regularly scheduled overtime.

ARTICLE XXI. OVERTIME PAY

An employee shall be paid overtime pay at the following rate and under the following conditions:

- A. Rate of pay shall be at time and one-half of the regular pay schedule for all work performed in excess of eight (8) hours in any workday, and in excess of forty (40) hours in any work week.
- B. Rate of pay shall be time and one-half for all work performed on Saturday, Sunday and holidays that are defined in this Agreement in addition to their regular holiday pay, except for employees who regularly work on Saturday and/or Sunday.

ARTICLE XXII. EQUALIZATION OF OVERTIME HOURS

The College shall equalize overtime opportunity as much as it is practical on a yearly basis. Employees will be expected to work overtime when given 24-hour notice. The Immediate supervisor or co-director of Physical Plant will review the overtime distribution with the AFSCME Union Chairperson every six (6) months. Overtime refused shall be counted as overtime work for purposes of this Article.

ARTICLE XXIII. PREMIUM SHIFT PAY

Employees working the second shift shall receive an additional ten cents (10¢) per

hour. Employees working the third shift shall receive an additional fifteen cents (15¢) per hour.

ARTICLE XXIV. WAGES

The percentage rate of salary increase for all bargaining unit employees for each fiscal year of this Agreement shall be determined in the following way:

A. 2000-2001

The 2000-2001 wages shall equal the 1999-2000 wages plus 3%.

B. 2001-2002

The 2001-2002 wages shall equal the 2000-2001 wages plus 3%.

C. 2002-2003

The 2002-2003 wages shall equal the 2001-02 wages plus 3%.

d. 2003-2004

The 2003-2004 wages shall equal the 2002-2003 wages plus 3%

The rate of pay during the probationary period for each classification listed above shall be 97% of the rate of pay for that classification. Above rates do not include premiums for second and third shift employees.

ARTICLE XXV. TRANSFERS

Employees accepting a position with the College not covered by this contract will retain their seniority in the bargaining unit at the time of transfer. If the employee returns to the bargaining unit, he/she shall be entitled to his/her previous position or one of like nature, provided he/she has the seniority to displace the bargaining unit employee in that position.

Employees discharged for cause in non-bargaining unit positions shall not be eligible to utilize their seniority under this Article. If a former bargaining unit employee feels his/her rights of return to the bargaining unit have been unjustly denied him/her, he/she shall have recourse to the Grievance Procedure.

ARTICLE XXVI. VETERANS--REINSTATEMENT OF

The reemployment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE XXVII. MILITARY SERVICE LEAVE

A. Personnel on Reserve Status Ordered to Short-Term Active Duty

1. Eligibility

Employees on active reserve status may request a military leave upon receipt of orders for annual two-week training or reserve call-up due to civil disorders or emergencies.

2. Status While on Leave

An employee may elect to use earned vacation leave and receive his/her regular pay for this period and to have the number of days of leave actually taken deducted from the vacation leave that he/she has earned or to take unpaid military leave for which no leave will be charged. All College employee benefits will continue while an employee is on leave of this nature.

3. Procedure

Upon receipt of orders for active duty, the employee must submit a memo, via the co-director or immediate supervisor, to the Executive Director, Human Resources giving the inclusive dates of the military leave and indicating whether he/she elects to take vacation or unpaid leave for the leave period. As the granting of military leave is required by law, the Executive Director, Human Resources will merely record the leave in the desired category.

B. Personnel Entering Military Service on Original Induction or Enlistment

1. Eligibility

An employee entering the military service on his/her initial tour of duty may request leave of absence, or he/she may terminate his/her employment.

2. Status While on Leave

All employee benefits, such as vacation leave, sick leave, etc., which have been earned by the employee prior to entering military service, will be held in trust for the employee. When the employee returns from military service, and if he/she resumes employment with Lansing Community College, he/she will be credited with all the benefits he/she had when he/she left for the service. (No additional benefits for sick leave, vacation, etc., will be added while on military leave under this section.)

3. Procedure

Upon receipt of orders for active duty, an employee may submit a memo to

the Executive Director, Human Resources, via his/her immediate supervisor or co-Director, requesting a military leave of absence from Lansing Community College. The effective date such leave is to start must be indicated.

4. Reemployment Rights

The reemployment rights of the employee and obligations of the Employer are spelled out in the Universal Military Training and Service Act.

ARTICLE XXVIII. LEAVE OF ABSENCE

A. Unpaid leaves of absence for periods not to exceed one year may be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Illness leave (physical or mental).
3. Prolonged illness in immediate family.
4. Educational leave.

Such leave may be extended for like cause.

B. Employees shall not accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted if such a position or one of like nature is available.

C. Two (2) members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

D. Employees on an extended approved paid or unpaid leave of absence shall not earn vacation or sick day credit during that portion of the leave of absence which exceeds twenty (20) working days.

ARTICLE XXIX. SICK LEAVE

Sick leave is earned at the rate of one (1) day a month or twelve (12) working days per year with a maximum accumulation of one hundred and fifty (150) days. All personnel must submit an absence report form to the Human Resources Department immediately following a period in which sick leave was taken.

Sick leave hours shall be used for the following purposes:

- the employee's illness, accident, or hospitalization; or
- illness in the employee's immediate family (up to forty-eight (48) hours per year).

Sick leave days will not be applied to an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.

Special Circumstance Request

Each bargaining unit member may contribute up to three (3) sick days per year towards the special circumstance of another member (with a maximum of 30 days to be contributed per year).

Requests to be considered for this special circumstance shall be submitted to the College's Human Resources Department for review and approval. The Human Resources Department will consult with the Bargaining AFSCME Union Chairperson when a request is received. Denial of a request shall not be subject to the grievance process.

ARTICLE XXX. VACATION LEAVE

A. Vacation leave is earned as follows:

1. First through second years at L.C.C. - 5/6 day per month, or eighty (80) hours per year.
2. Third through fifth years at L.C.C. - one (1) day per month, or ninety-six (96) hours per year.
3. Sixth through tenth years at L.C.C. - 1.25 days per month, or one hundred and twenty (120) hours per year.
4. Eleventh through fourteenth years at L.C.C. - 1.50 days per month, or one hundred and forty four (144) hours per year.
5. Fifteen or more years at L.C.C. - 1.83 days per month, or one hundred and seventy six (176) hours per year.

B. Procedure

1. The vacation leave year will be from July 1 through June 30. Vacation leave will be recapped on July 1 of each year, beginning July 1, 1970. A maximum of twenty (20) days of vacation leave may be carried over from the previous year.
2. All vacation leave accrued and earned to date may be taken when mutually agreeable to the employee and the immediate supervisor or co-director.
3. All vacation leave requests must be made in writing to the immediate supervisor or co-director.

ARTICLE XXXI. BEREAVEMENT

A. General Provisions

An employee excused from work under this Article shall, after making written application to the Human Resources Department through his/her immediate supervisor or co-director, receive the amount of wages that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.

Leave time, for the purposes mentioned below, will not be deducted from sick leave time.

B. Bereavement Leave

In the event of the death of an employee's spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, or grandchildren a maximum of five (5) days may be used for the purpose of attending the funeral or making necessary arrangements.

ARTICLE XXXII. PERSONAL BUSINESS LEAVE

Each employee covered by this Agreement shall be allowed sixteen (16) hours per year of personal business leave for the duration of the Agreement not to be charged to sick leave. Requests for use of personal leave time must be made twenty-four (24) hours in advance and will be subject to the approval of the employee's immediate supervisor or co-director.

ARTICLE XXXIII. JURY DUTY

A full-time employee who has been employed by Lansing Community College for at least one (1) year and who is summoned and reports for jury duty shall be paid at his/her regular daily salary rate for each day on which he/she reports for or performs

jury duty and on which he/she otherwise would have been scheduled to work for the College. All jury duty fees received (not including travel allowances or reimbursement for expenses) shall be turned over to the College.

The College's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of the Article are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XXXIV. HOLIDAYS

The following listed holidays are considered additional vacation leave days and are paid at the rate of time and one half of the employee's regular rate of pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- *Day before Christmas
- Christmas Day
- *Day before New Year's Day

*Only in those years that Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

Employees must work the regularly scheduled workday before and after a holiday to be eligible for holiday pay. The only exception will be when an employee is excused from this requirement by management or when a holiday occurs during an employee's vacation period. Employees working on a holiday shall receive time and one-half in addition to their regular holiday pay. For those employees not scheduled to work a regular shift consisting of five (5) days, Monday through Friday, and when the approved holiday falls on a regular day off, the aforesaid employees will receive an additional day off with pay. The choice of this additional day off will be subject to the approval of the immediate supervisor or co-director. The observance of the holidays mentioned above will be in conformance with the manner in which the United States government observes the same holiday.

Each year of this Agreement, 2000-2001, 2001-2002, 2002-2003 and 2003-2004, will include leave days between Christmas and New Years. For pay purposes, these days will not be considered as holidays. It is intended that these days will be taken in line with the general College closing during the Christmas/New Year season. If an employee is required to work during the general College closing, he/she will be granted time off at a later date mutually agreeable to the employee and his/her immediate supervisor or co-director. This time is to be used and reconciled before the end of that fiscal year. For purposes of clarification, these additional leave days are:

2000-2001
December 26, 27, 28, 29

2001-2002
December 26, 27, 28

2002-2003
December 26, 27, 30

2003-2004
December 26, 29, 30

ARTICLE XXXV. INSURANCE BENEFITS

A. General Provisions

1. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.
2. Unless prohibited by the insurance carrier, the College shall allow an employee on an approved paid or unpaid leave of absence in excess of thirty (30) days to continue his/her insurance benefits provided the employee makes direct payment(s) to the College for all insurance premiums.

B. Life Insurance

The College will provide a \$35,000 group term life insurance policy at no cost to the employee.

Payment in Lieu of Hospitalization.

All employees will be eligible to receive an \$120 monthly payment in lieu of receiving College sponsored hospitalization insurance. Acceptance of this concept will provide additional income for those employees who elect to opt out of hospitalization insurance coverage and also assist the College in containing the increasing costs of medical insurance.

Eligible employees may opt for this plan at any time during the open enrollment period and/or changes in conditions of family status. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances.

Employees interested in participating in this concept should notify the Human Resources Department to complete the necessary paperwork.

D. Dental Insurance

The College will provide at no cost to full-time bargaining unit employees a dental insurance plan, with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year.

E. Vision Care Program

The College will provide full-time bargaining unit employees with a vision care program as good as the program in effect at the start of Fall Term, 1990, No. 809-0014. The schedule of benefits may be obtained through the Human Resources Department. The Board of Trustees reserves the right to name the provider through a competitive bid process.

F. Long Term Disability Insurance

1. The College will pay the necessary premiums to provide a long term disability policy for each full-time employee. Said policy to provide for disability pay at 60% of monthly pay, after a 90 calendar day waiting period to a maximum of \$3,000 per month. Disability pay to continue until at least age 65 or until the employee is capable of work, whichever comes first.
2. Upon Eligibility for LTD, the College would maintain for up to twelve (12) months the medical, dental, and optical benefits as would be provided if such person were actively employed. (Such person would pay any applicable contribution amounts).
3. FMLA leave would run concurrent with any leave taken for reasons covered by the Act, if such leave necessitates an absence of greater than thirty (30) calendar days, regardless of whether such leave is paid in part or whole or otherwise covered in whole or part by LTD. Such leave would be charged after the 30th day, provided statutory rights are afforded and statutory requirements are met.
4. The above language is not intended to reduce or increase the staff person's or College's rights relative to incremental FMLA leaves as provided by the statute

and regulations.

5. Other language for the contract would effectively continue the current language provided, however, where a change is necessary to incorporate the intent of the above paragraphs, such change(s), deletion(s), or addition(s), shall be reflected in the new language.
6. Long term disability benefits will be limited to twenty-four (24) months for those employees who are disabled due to a nervous, mental, alcohol or substance abuse condition.
7. For employment purposes, if the employee's disability continues for a period of one (1) year or more, the employee will be considered an automatic termination from employment.

G. Uniforms will be provided and must be worn.

H. Worker's Disability Insurance

The College shall provide worker's disability insurance as required by State law.

I. Section 125

1. The College shall provide an IRS Section 125 plan to allow employees to deduct an amount equivalent to the employee's contribution toward the health care premium from their salaries. Said deduction shall be applied toward payment of the employee's contribution toward the health care premium in accordance with the Section 125 plan rules.
2. If possible within the College's control, effective October 1, 1998 the College shall provide employees with the ability to make payroll deductions from salaries to pay for dependent child care or medical expenses in accordance with an IRS Section 125 plan.

ARTICLE XXXVI. TUITION SCHOLARSHIPS

Employees will be granted tuition scholarships for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours, including the lunch hour (AVT laboratory courses are exempt from the lunch hour restrictions). It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

Employee dependents as defined by the Internal Revenue Service for income tax purposes, (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is

recognized that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

ARTICLE XXXVII. UNION BULLETIN BOARDS

The Employer will provide a bulletin board in each major building which may be used by the Union for posting notices of the following types:

- A. Notices of Union recreational and social events.
- B. Notices of Union announcements of elections.
- C. Notices of Union results of elections.
- D. Notices of Union meetings.

ARTICLE XXXVIII. SAFETY AND SECURITY COMMITTEE

A Safety and Security Committee of employees and the Employer representatives is hereby established. This Committee will include the AFSCME Union Chairperson and shall meet at least once per month during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE XXXIX. MANAGEMENT RIGHTS

The Employer shall manage the College and direct the working forces.

The Management of the College includes the right to plan, direct and control College operations, to hire, promote, or discharge employees, to transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved methods or facilities, or to change existing methods or facilities, provided that such authority shall not be exercised so as to conflict with any provisions of this Agreement.

ARTICLE XL. WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression

is all inclusive and supersedes all previous Agreements collectively or individually between the parties. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE XLI. NO STRIKE - NO LOCKOUT

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns, or other concerted activity which would interfere with the operation of the College by any employees or the Union, and there shall be no lockouts by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by the Employer against the Union of a violation of this Article may be subject to arbitration as provided in this Agreement if so desired by the Employer.

ARTICLE XLII. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE XLIII. SUBCONTRACTING

The Employer shall not subcontract work of bargaining unit employees to the extent that it will result in the layoff or reduction in pay of present bargaining unit employees. As bargaining unit positions become open due to attrition or retirement of present bargaining unit employees, it is mutually agreed that open positions may be filled by subcontract employees at the sole discretion of the employer.

ARTICLE XLIV. TEMPORARY ASSIGNMENTS

If an employee temporarily replaces an employee in a classification with a higher rate of pay for five (5) or more consecutive work days, he/she shall be paid at the higher classification rate for all hours worked during said period. An employee who is assigned on a temporary basis to a classification in a lower rate of pay shall have his/her hourly rate maintained. This Article shall not be used to circumvent the posting requirements as provided in Article VII, Job Vacancies and Posting Procedures.

ARTICLE XLV. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE XLVI. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2004.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. 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.

FOR THE BOARD

FOR THE UNION

By: s/Olga A. Holden
Chair

By: s/Theodore S. Szymanski
AFSCME Union Chairperson

By: s/Kim G. Ross
Secretary

October 4, 1999

AGREEMENT
BETWEEN LANSING COMMUNITY COLLEGE
AND
AFSCME

1. Adopt the Community Blue Health Plan and Physician's Health Plan as recommended by the Health Care Task Force, effective November 1, 1999 or as soon as administratively possibly thereafter.
2. Employees will contribute 5% of the premium of the specific coverage and specific plan if selecting a health plan. (See chart.)

Employee 1999-2000 Premium Co-Pay Rates

	PHP	Community Blue
Single	\$11.16	\$10.71
Two Person	\$23.29	\$22.49
Family	\$26.20	\$26.24

3. In any subsequent year, employees will continue to pay 5% of the premium cost provided that the increase does not exceed 8%. Any increase between 8% and 12%, the College and employees will equally share the increase between 8% and 12%. Any increase above 12%, the College will be responsible for 75% and the employee will be responsible for 25% of the increase over 12%.
4. Employees selecting a cash payment in lieu of health insurance shall receive \$120 per month. This amount could be more if the number of employees selecting this option increases according to the attached chart. This amount will be calculated annually upon completion of open enrollment.

Amount	Additional Number Needed
\$125	13
\$130	15
\$135	17
\$140	18
\$145	20
\$150	22
\$155	24
\$160	26
\$165	28

