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RESEARCH DEPT.

AGREEMENT

THIS AGREEMENT, made and entered into between SUOMI COLLEGE, hereinafter referred to as the "Employer" and THE COPPER COUNTRY EDUCATION ASSOCIATION, an affiliate of the MICHIGAN EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Union".

ARTICLE 1

SCOPE OF AGREEMENT - RECOGNITION

Section 1.1. This Agreement covers all full-time and regular part-time custodial/maintenance employees, housekeeping employees, and food service employees of the Employer, except guards and supervisors as defined in the National Labor Relations Act.

Section 1.2. The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees as set forth in Section 1.1 above.

ARTICLE 2

UNION SECURITY

Section 2.1 All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 61st day following the beginning of their employment or on and after the 61st day following the effective date of this Section, whichever is the

*Suomi College*

\*Notified 1/12/94; we are not a public sector employer, and, therefore, not required to submit a copy of our agreement.

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later, become and remain members in good standing of the Union as a condition of employment.

### ARTICLE 3

#### CHECKOFF

Section 3.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions on the last payday of each month during the period of September through June. The Employer also agrees to provide monthly a list of employees for whom deductions were made. The Union will provide written authorization for such deduction by each employee, in the form required by law, prior to any deduction.

### ARTICLE 4

#### MANAGEMENT RIGHTS

Section 4.1 The Union recognizes that the management of the Employer's facilities and the direction of the working forces, including the right to direct, plan and control operations, and establish and change working schedules and establish work rules, the right to hire, promote or transfer employees, or suspend or discharge employees, or to lay off employees for lack of work or for other legitimate reasons, the right to introduce new or improved methods, equipment or facilities or to change existing methods of operation, equipment or facilities, and to manage the properties, are

vested exclusively in the Employer, subject to the terms and provisions of this Agreement. The right is also vested exclusively in the Employer to maintain flexibility in operations by creating, adding to, diminishing or eliminating work presently performed in the unit and which work in its judgment must be so treated, subject to the terms and provisions of this Agreement.

#### ARTICLE 5

##### SUBCONTRACTING

Section 5.1 The right to subcontract shall be vested with the Employer.

Section 5.2 The Employer will not subcontract bargaining unit work prior to January 1, 1991. The Employer may subcontract unit work thereafter, provided, however, before the Employer subcontracts unit work, the Employer will:

- (a) Provide the Union at least forty-five (45) days written notice that it may subcontract unit work; and
- (b) Provide the Union a list of reasons why the Employer is contemplating subcontracting unit work.

Section 5.3 During the notice period, the Union shall have the opportunity to meet with the Employer to discuss the Employer's decision to subcontract.

ARTICLE 6

EMPLOYEE STATUS

Section 6.1 Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to all members of the defined bargaining unit. There shall also be the following categories of employees:

- a. Full-time: A bargaining unit member who is normally employed at least thirty (30) hours per week.
- b. Part-time: A bargaining unit member who is normally employed less than thirty (30) hours per week.
- c. Probationary: A new employee who occupies a full- or part-time bargaining unit position for a trial period of up to sixty (60) days.
- d. Substitute Employee: An individual hired to replace a bargaining unit member who is on an approved leave of absence. Substitutes who successfully complete a probationary period shall be subject to the terms of this Agreement.
- e. Temporary Employee: An individual hired for a fixed duration not to exceed one hundred (100) days to fill positions other than regular full time or regular part time bargaining unit positions.

## ARTICLE 7

### WORKING SUPERVISORS, MANAGERS, AND OTHERS

Section 7.1 Except as provided below, no supervisor, manager, or agent or designee of the Employer shall perform work customarily assigned to members of the bargaining unit except in the following situations:

- a. introduction or training of new employees or with respect to the introduction or testing of new methods or procedures; or
- b. diagnosing and directing the remedying of operational problems.

Section 7.2 The Employer may assign supervisors, managers or others designated to perform work assigned customarily to members of the bargaining unit as follows:

- a. One (1) such individual may regularly perform housekeeping duties;
- b. One (1) such individual may regularly perform maintenance duties; and
- c. Two (2) such individuals may regularly perform in food service duties.

## ARTICLE 8

### HOURS OF WORK

Section 8.1 The normal work week for full-time employees shall consist of forty (40) hours to be worked in five (5) 8-hour days. The work week for all employees for wage-hour purposes shall begin at 12:01 a.m., Sunday. The provisions of

this Article shall in no way be construed as a guarantee by the Employer of any amount of work or as limitation on the hours of work in any period.

Section 8.2 The Employer may with one week's notice permanently modify an employee's work schedule. In the event it becomes necessary to permanently modify the work schedules of employees within a classification, the Employer will, if possible, notify and consult with all affected employees prior to implementation of the schedule, and employees shall be given the opportunity to elect their preferred schedule on the basis of seniority provided the employee is qualified to do the job.

Section 8.3 Employees scheduled to work more than six (6) hours during any day shall be granted a 30-minute duty free, unpaid break during the work day.

Section 8.4 The minimum call-in for emergency situations shall be four (4) hours.

Section 8.5 Each employee shall be granted one (1) 15-minute relief period for each four (4) hours worked. An employee working overtime will be granted an additional 15-minute relief period for every four (4) hours worked.

Section 8.6 Time and one half shall be paid for all hours worked in excess of forty (40) hours per week. The Employer will give two (2) hours notice of daily overtime except in the case of an emergency or circumstances beyond management's control.

Section 8.7 Scheduled overtime shall be offered on a rotating basis based on seniority within a classification. In the event an insufficient number of qualified senior employees elect to work the overtime, the junior qualified employees shall be assigned the overtime by inverse order of seniority.

#### ARTICLE 9

##### SENIORITY, LAYOFF AND RECALL

Section 9.1 Employees shall hold dual seniority. "College seniority" is defined as an employee's total length of continuous service as an employee of the College. "Bargaining unit seniority" is defined as an employee's total length of continuous service in one of the following classifications, from the employee's most recent date of employment in that classification:

- a. Custodial/Maintenance
- b. Housekeeping
- c. Food Service

Section 9.2 Part-time employees shall accrue seniority on a pro-rata basis. Probationary employees shall have no seniority until successful completion of the probationary period, at which time their seniority shall revert to their first day of work.

Section 9.3 The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted within thirty (30) days after the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be forwarded to the Union.

Section 9.4 Notice of Layoff. Employees who are to be laid off shall be given fourteen (14) calendar days advance notice of the intended layoff, except if the layoff shall be for a period of time of less than thirty (30) calendar days, seventy-two (72) hours advance notice shall be provided.

Section 9.5 Whenever, in the judgment of the Employer, it becomes necessary to lay off employees for lack of work, layoffs will be effected as follows provided, however, that the remaining employees have the capabilities and qualifications to perform the available work competently:

- (a) Probationary employees shall be laid off first;
- (b) Following the lay off of probationary employees, the least senior employee in the affected classification shall be laid off next and so on.

Section 9.6 Employees whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff shall have the right to bump into a position for which they are qualified held by the employee with the least seniority in the affected classification.

Section 9.7 No permanent reduction of an employee's work hours shall take effect until the Employer gives seventy-two (72) hours written notice to the affected employee(s).

Section 9.8 If an employee's regular work schedule is permanently reduced, such employee may, for the purpose of maintaining his/her normal work schedule, claim scheduled hours of other employees within the classification, provided he/she



has greater seniority within the classification than the employee he/she seeks to replace.

Section 9.9 Recalls after layoff shall be made in the reverse order of layoff, provided the employee to be recalled has the capabilities and qualifications to perform the available work competently.

Section 9.10 An employee shall lose his/her seniority if:

- (a) The employee quits;
- (b) the employee is discharged for cause;
- (c) the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee was not able to notify the Employer because of circumstances beyond his/her control. This shall not be construed to permit any employee to be absent from work at any time without reporting such absence to the Employer as soon as possible on or prior to the first date of such absence;
- (d) if having been laid off the employee is recalled to work and fails to report at the scheduled time, unless prevented from doing so because of illness or other good cause in which case the employee must notify the Employer prior to the scheduled date of reporting;
- (e) the employee has been laid off for more than (2) years;
- (f) the employee fails to report and return to work at expiration of an approved leave of absence, or any approved extension thereof;
- (g) following a six (6) month grace period when the employee transfers to a non-bargaining unit position;
- (h) the employee engages in any other employment while on personal leave of absence with the understanding that with proper notice of one (1) week an employee on an approved leave can at his/her discretion terminate said leave and return to work.

## ARTICLE 10

### DISCIPLINE

Section 10.1 No employee shall be disciplined (including warnings, reprimands, suspensions, discharge, or other actions of a disciplinary nature) without just cause. Any discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action will be provided to the employee and the Union in writing within 5 days of the disciplinary action. Any disciplinary action shall commence within five (5) work days of the Employer's completion of its investigation which provided the basis for the disciplinary action.

Section 10.2 In the event a supervisor asks to meet with an employee regarding a matter pertaining to discipline, said supervisor shall inform the employee of the purpose of said meeting.

Section 10.3 In the event a disciplined employee is not disciplined a second time for the same or similar offense within a period of one (1) year, said discipline problem shall be considered corrected and shall not be considered in any future disciplinary action which may arise, but shall continue to be a part of the employee's work record.

## ARTICLE 11

### GRIEVANCE PROCEDURE

Section 11.1 Grievances of an employee or a group of employees or the Union shall be processed as follows:

Step 1. The employee or employees shall present the grievance orally to the employee's immediate supervisor; the immediate supervisor will meet with the employee and answer the grievance within three (3) working days excluding Sundays and holidays.

Step 2. If not settled in Step 1, to be considered further the grievance must be reduced to writing and signed by the grievant(s) and submitted to the Director of Human Resources or written designee specified by the College within the time period set forth in Section 11.2. The written grievance will be submitted on forms provided by the Union attached hereto as Appendix B, which will provide for a description of the incident complained of. The Director of Human Resources or written designee shall give his answer in writing within five (5) working days (excluding Sundays and holidays) after receipt of such written grievance. Copy of same shall be forwarded to the Union.

Step 3. If not settled in Step 2, the Union may, within five (5) working days, (excluding Sundays and holidays) of receipt of the Step 2 answer, request a further meeting with the Director of Human Resources to discuss the grievance and that meeting shall be held within ten (10) working days of receipt of said request.

Section 11.2 To be considered a grievance must be presented to the Employer in writing at Step 2 within ten (10) working days (excluding Sundays and holidays) after the alleged violation has occurred or, in the case of a payroll error, within ten (10) working days of discovery of the error. To be considered, a grievance relating to a discharge, suspension or warning letter must be filed within five (5) working days.

Section 11.3 Any of the time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

Section 11.4 A grievance not resolved in the grievance procedure may be submitted to arbitration by the Union as hereinafter provided in Article 12.

## ARTICLE 12

### ARBITRATION

Section 12.1 The Union will serve written notice of its desire to arbitrate any unresolved grievance upon the Employer within ten (10) working days of the date of the third step meeting in the grievance procedure or, if no such meeting is requested, within ten (10) working days of the Employer's second step answer.

Section 12.2 Representatives of the parties shall promptly attempt to select an impartial arbitrator. If they cannot agree upon an impartial arbitrator, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. This request shall be made within ten (10) working days after such failure to agree.

Section 12.3 Upon receipt of the panel, the Union and Employer representatives shall alternately strike names until only one name remains and that person shall be the impartial arbitrator. The Union and Employer shall alternate first strikes in each successive arbitration. The FMCS shall be promptly notified of such selection.

Section 12.4 Any of the time limits referred to above may be varied by mutual agreement between the Union and the Employer in writing.

Section 12.5 The fees and expenses of the impartial arbitrator, the hearing room, and the transcript, if any, of the hearing shall be borne equally by the Union and the Employer.

Section 12.6 Only one (1) grievance shall be submitted to the same impartial arbitrator for consideration during the same period; provided, however, that the parties may, by mutual agreement, submit more than one (1) grievance to the same arbitrator.

Section 12.7 The arbitrator shall not have authority to change, alter, or modify any terms or provisions of this Agreement. This Agreement sets out all restrictions, rights and obligations agreed to by the parties. Practices under this Agreement may be considered in the interpretation and application thereof.

Section 12.8 The award of the impartial arbitrator shall be final and binding upon the Employer, employee and the Union.

### ARTICLE 13

#### STRIKES AND LOCKOUTS

Section 13.1 During the term of the Agreement, there shall be no strike, nor shall any employee or employees cause, or take part in a strike, slowdown, sit down or cessation of work. Any employee engaging in such activity shall be subject to disciplinary action up to and including discharge at the discretion of the Employer.

Section 13.2 During the term of this Agreement there shall be no lockout on the part of the Employer.

Section 13.3 Either party alleging a breach of this Article may pursue legal remedies in the courts or file for arbitration. Should either party seek to pursue legal remedies

in the courts, it shall not be required to first use the grievance/arbitration procedure.

#### ARTICLE 14

##### VACANCIES, TRANSFERS AND PROMOTIONS

Section 14.1 When vacancies within the bargaining unit are to be filled, the job shall be posted for a period of six (6) work days.

Section 14.2 The vacancy shall be posted in the food service, housekeeping and maintenance departments. Said posting shall contain the following information:

- a. Classification
- b. Type of work
- c. Location of work
- d. Starting date
- e. Hours to be worked
- f. Rate of pay
- g. Minimum requirements

Section 14.3 Qualifications, work performance, and College seniority shall be considered in filling said vacancy. In the event qualifications and prior work performance and substantially equal the employee with the most College seniority shall be given preference in filling the vacancy. It is understood and agreed that any employee of the college may apply for any vacancy.

Section 14.4 Any employee who successfully bids on a job need not be considered for a subsequent job vacancy within a period of six (6) months.

Section 14.5 The employee selected to fill a vacancy may, at the discretion of the Employer, be given a training period

of up to thirty (30) calendar days in which to demonstrate his or her capability of performing the new job duties. The employee shall be provided written notice if there will be a training period. If the employee has not demonstrated his or her ability to perform the new job duties, as determined by the Employer, said employee shall be returned to his or her previous position with no loss of seniority. The Employer shall, if requested within five (5) calendar days, provide a written explanation as to why it determined the employee failed to demonstrate to the Employer's satisfaction his/her ability to perform the new job duties.

Section 14.6 Once an employee has demonstrated the ability to perform the duties of the new position, the employee shall be deemed to be transferred to the new job and shall receive the rate of pay for such job retroactive to his/her first work day in the new position.

Section 14.7 Employees shall not be placed on a lower step on the wage schedule due to involuntary or temporary transfers.

Section 14.8 Involuntary transfers will be for reasonable and just cause.

Section 14.9 Employees directed by a supervisor to temporarily assume the duties of another employee for a period of four (4) hours or more will be paid the regular rate for those duties or his/her regular rate, whichever is higher.

ARTICLE 15

HOLIDAYS

Section 15.1 All full-time employees who have completed their probationary period and who have worked their last scheduled work day immediately preceding and following the holiday shall receive eight (8) hours of straight-time pay for the following holidays:

- |                     |                                      |
|---------------------|--------------------------------------|
| 1) New Years Day    | 5) Thanksgiving                      |
| 2) Memorial Day     | 6) Christmas                         |
| 3) Independence Day | 7) Good Friday (four (4) hours only) |
| 4) Labor Day        |                                      |

The requirements for work on the workday before and after the above holidays shall be waived if there is no available work, the employee is not scheduled to work, or the employee receives permission from the Employer to be absent on such days.

Section 15.2 If a holiday falls on a Sunday, the following Monday will be observed. If an employee is required to work on a paid holiday, he/she will receive both holiday pay and pay for all hours worked.

Section 15.3 In the event the Employer grants a holiday day off (other than those identified above) with pay to non-faculty staff, such holiday day off will also be granted, with pay, to bargaining unit employees.

Section 15.4 Employees who have been laid off for an indefinite duration with no expectation of recall shall not receive holiday pay. Employees who have been laid off for a definite duration with an expectation of recall, shall receive holiday pay.



ARTICLE 16

PERSONAL DAYS

Section 16.1 Full-time employees with more than one year of seniority shall receive one personal day per year. Effective July 1, 1990, each full-time employee shall receive two (2) personal days per year.

Section 16.2 Employees shall notify the Employer at least one week in advance of the date to be off work.

Section 16.3 A personal day cannot be taken on the same day as another paid holiday or other absence from work.

Section 16.4. The Employer will give employees at least one week's notice if it becomes necessary to cancel a previously approved personal day.

ARTICLE 17

VACATIONS

Section 17.1 All full-time employees shall receive paid vacation based upon the following schedule:

<u>Vacation</u>	<u>Years of Full-Time Employment</u>
1 week	1 year
2 weeks	2 years
3 weeks	8 years

All vacation eligibility shall be determined on the employee's anniversary date annually and all vacation must be taken in the one-year period following such anniversary date. Employees shall be eligible for vacation if they have worked at least 1000 hours during the one-year period immediately preceding the anniversary date.

Section 17.2 Vacation pay shall be based on an employee's regular wage rate on the date immediately prior to the employee leaving on vacation.

Section 17.3 Choice of weekly vacation periods within a classification shall be determined by seniority consistent with the operational needs of the Employer. Employees shall have from December 1 through December 10 to select their vacations. Failure to do so will subordinate their vacation date preferences to those who advise the Employer prior to December 10. Vacations not selected within this period shall be scheduled by mutual agreement between the Employer and the employee. On or before December 20, the Employer will notify employees whether their vacation date preferences have been approved.

Section 17.4 Employees entitled to more than 2 weeks of vacation may not take more than 2 weeks of vacation consecutively, except upon timely prior permission received from the Employer. Vacation time cannot be accumulated from year to year, provided, however, should an employee be required by the Employer to work during a scheduled and approved vacation, the Employee shall have the option of carrying over unused vacation time or receiving unused vacation pay.

Section 17.5 Employees having one (1) year or more of bargaining unit seniority and whose employment is terminated for any reason other than misconduct shall receive pro rata vacation pay in the amount of one fifty-second (1/52) of the

amount of vacation pay due them under the provisions of this Agreement, for each week worked subsequent to their last anniversary date.

## ARTICLE 18

### FUNERAL LEAVE

Section 18.1 In the case of the death of an employee's spouse, parent, or child the employee will be paid for scheduled time lost from the day of the death up to and including the day after the funeral, but not to exceed five (5) scheduled work days at the employee's regular straight time hourly rate and not to exceed eight (8) hours per day.

Section 18.2 In the case of the death of the employee's grandchildren, stepchildren, sister or brother, mother-in-law or father-in-law, the employee will be paid for scheduled time lost from the day of the death up to and including the day after the funeral, but not to exceed three (3) scheduled work days, at the employee's regular straight time hourly rate and not to exceed eight (8) hours per day.

Section 18.3 In the case of the death of the employee's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or spouse's grandparents, the employee shall be given the paid funeral leave for the day of the funeral provided the employee was scheduled to work and attends the funeral.

Section 18.4 This Article shall not be applicable if an employee is on leave of absence, absent because of illness, layoff or vacation.

ARTICLE 19

JURY DUTY

Section 19.1 Employees who have completed their probationary period and who are required to report for or serve in jury service, or who are subpoenaed to testify as a witness in any proceeding, other than one to which the Employer is a party, on any scheduled work day shall be paid for the time lost at straight-time rates (but not to exceed 8 hours per day) less any remuneration received by the employee for such jury service. Such pay shall not exceed thirty (30) days in any contract year.

Section 19.2 When an employee is excused from jury service, either temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day, allowing reasonable time for travel and meals.

ARTICLE 20

LEAVE OF ABSENCE

Section 20.1 The Employer, at its discretion, may grant a leave of absence to employees upon written request for up to thirty (30) calendar days for any reason. Requests for extension must be in writing and likewise shall be limited to thirty (30) calendar days and subject to approval by the Employer.

Section 20.2 Upon return from leave the employee shall be returned to the position he/she occupied prior to going on

leave. If the position has been eliminated, the seniority/layoff/recall language from Article 9 herein shall control.

## ARTICLE 21

### MILITARY SERVICE

Section 21.1 The Employer will comply with all statutes governing the reemployment of employees entering military service.

## ARTICLE 22

### SICK LEAVE

Section 22.1 Full-time employees shall earn paid sick leave at the rate of one (1) day per month. Part-time employees shall earn paid sick leave on a pro-rata basis. Employees who miss work due to personal illness are eligible for paid sick leave. Up to five (5) days earned sick leave may be used to attend to the illness of an immediate family member. For purposes of this article "immediate family" shall be defined as spouse, parent or child of the employee.

Section 22.2 Effective July 1, 1989 unused paid sick leave days shall be accumulative to forty-eight (48) days and shall increase to fifty-four (54) days effective July 1, 1990.

Section 22.3 Paid leave days shall not accrue while an employee is on an unpaid leave of absence or layoff.

Section 22.4 Upon request, an employee must furnish a doctor's certificate stating the nature of the illness, the date of consultation and the date the employee is expected to

return to work. The College reserves the right to have the employee examined by a physician of its choice at its expense.

Section 22.5 Absence due to injury or illness incurred during the course of the employee's employment that is covered by the College's Worker's Compensation plan shall not be charged against the employee's sick leave.

Section 22.6 Employees with 20 years or more seniority shall upon death or retirement receive one-half of his/her unused sick leave pay.

### ARTICLE 23

#### HEALTH AND DENTAL INSURANCE

The Employer agrees to make available to full-time employees and part-time employees who regularly work more than twenty (20) hours per week, a Blue Cross/Blue Shield comprehensive health plan (or other carrier which provides the same coverage), to include the following:

- (1) \$2.00 prescription rider
- (2) \$100/\$200 deductible
- (3) 80/20 co-pay up to \$1,000
- (4) Dental up to 50% restorative only

Employees to pay the following portion of premium cost:

- (1) 10% effective 7/1/89
- (2) 15% effective 7/1/90]

The Employer will also offer a single subscriber option (of \$100/month, indexed each plan year to the increase in the single subscriber rate) and/or a cafeteria plan if, after

investigation, it is determined that making such benefits available for the bargaining unit does not increase the cost to the Employer.

#### ARTICLE 24

##### LIFE INSURANCE

Section 24.1 Effective 7/1/89, the Employer will provide group life insurance in the amount of \$10,000.00 for all full-time employees.

#### ARTICLE 25

##### RETIREMENT PLAN

Section 25.1 Eligible employees may participate in the Employer's TIAA-CREF retirement program. For purposes of this article "eligible employees" shall mean bargaining unit employees who meet the eligibility requirements of the Retirement Program as set forth in the plan description.

Section 25.2 For those eligible employees who elect to participate, contributions shall be as follows:

- |             |    |
|-------------|----|
| a. Employer | 5% |
| b. Employee | 3% |

Section 25.3 Employees may make additional contribution to their TIAA-CREF retirement program as permitted by the terms of the retirement program.

#### ARTICLE 26

##### EDUCATIONAL ASSISTANCE

Section 26.1 Employees shall be permitted to take one (1) course per semester at the College at no cost to the employee.

Section 26.2 If the employee's course schedule conflicts with the employee's work schedule, the employee and his/her supervisor shall attempt to adjust the employee's work schedule to accommodate the employee's class schedule.

Section 26.3 It is understood the operational needs of the Employer shall have priority.

#### ARTICLE 27

##### WAGES

Section 27.1 Wage rates for employees are as provided in Appendix A, hereto.

#### ARTICLE 28

##### UNION/EMPLOYEE RIGHTS

Section 28.1 The Employer shall provide a bulletin board in the housekeeping, food service and custodial/maintenance departments for the purpose of posting Union materials.

Section 28.2 Duly authorized representatives of the CCEA/MEA/NEA Union shall be permitted to communicate with bargaining unit members with regard to Union business in non-working areas on non-working time, provided that this shall not interfere with nor interrupt normal College operations. It is agreed and understood that access to bargaining unit members under this provision does not constitute agreement to permit formal or large group meetings of bargaining unit personnel on college property.

Section 28.3 Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an



Alternate Steward. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

Section 28.4 The Employer agrees not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's age, race, handicap, color, religion, sex or national origin, or sexual preference, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of age, race, handicap, color, religion, sex, national origin or sexual preference.

Section 28.5 Off duty conduct which is unrelated to an employee's work responsibilities or duties shall not be the basis for discipline, demotion or transfer.

Section 28.6 The employee may review the contents of his/her file as provided by Michigan law. The employee may submit and attach a written statement regarding any document contained in his/her personnel file and such statement shall be made a part of the employee's file.

## ARTICLE 29

### EXTENT OF AGREEMENT

Section 29.1 This Agreement, including any written supplements thereto, shall constitute the full and complete commitments between both parties concerning wages, hours and conditions of employment.

Section 29.2 If any article or section of this Agreement or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon request by either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

#### ARTICLE 30

##### DURATION

Section 30.1 This Agreement shall be effective as of the execution except as noted herein and shall remain in effect through June 30, 1992 and from year to year thereafter, unless either party gives to the other party notice in writing at least sixty (60) days prior to such termination date, or any anniversary thereof, of its desire to alter, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29<sup>th</sup> day of September, 1989.

SUOMI COLLEGE

Charles J. Johnson  
Chairman  
Title

COPPER COUNTRY EDUCATION ASSOCIATION

Karen Cygan Pres  
President SISA MEA  
Title  
Date October 5, 1989

October 5, 1989  
Date

October 5, 1989  
Date

October 5, 1989  
Date

Oct 5, 1989  
Date

Oct 5, 1989  
Date

\_\_\_\_\_  
Date

Bargaining Committee

Camela A. Shalnos

Camela J. Peryson

John V. Jatto

Robert E. Hunt for Pres.

Franklin M. Zimmer

\_\_\_\_\_

Appendix A

WAGE SCHEDULE

Minimum rates for employees hired after effective date of this Agreement:

	<u>Hire Rate</u>	<u>After Successful Completion of Probationary Period</u>
Maintenance	\$6.50	\$6.80
Housekeeping	\$5.40	\$5.65
Food Service	\$5.40	\$5.65
Cooks	\$6.00	\$6.30

Employees hired under these rates shall receive a \$.25/hour increase on 7/1/90 and/or 7/1/91.

Employees employed on date of ratification:

Effective	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Maintenance	\$7.45	\$7.75	\$8.00
Housekeeping	\$7.10	\$7.40	\$7.65
Food Service	\$7.10	\$7.40	\$7.65
Cooks	\$7.25	\$7.55	\$7.80

Employees employed on date of ratification shall receive a one-time payment of \$500.

SHIFT PREMIUM

Employees shall receive the following pay premium for any shift which starts:

Between 3:00 p.m. and 11:00 p.m.	\$.15/hour
Between 11:00 p.m. and 5:00 a.m.	\$.25/hour

Appendix B

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Distribution of Form  
1. Director of Human Resources  
2. Immediate Supervisor  
3. Union  
4. Grievant  
Submit to Supervisor \_\_\_\_\_  
Building Assignment Name of Grievant Date Filed

Step 1

An employee alleging a violation shall first meet with his/her immediate supervisor in an attempt to resolve the grievance.

Step 2

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Director of Human Resources \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Disposition of grievant and/or Union \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed  
in reporting this grievance,  
attach an additional sheet.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Cont.)

Grievance Report Form

Step 3

A. Date received by Director of Human Resources (2): \_\_\_\_\_

B. Disposition of Director of Human Resources (2): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Arbitration

A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition and award of arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_ will be strictly observed in the settlement of grievances.