

MASTER AGREEMENT

between

WEST SHORE COMMUNITY COLLEGE

and

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

WEST SHORE COMMUNITY COLLEGE
SUPPORT STAFF UNIT

*West Shore Community College
3000 N. Stiles Rd.
Scottdale, Mich 49454*

West Shore Community College

Effective: November 18, 1982

through

June 30, 1983

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AGREEMENT

This Agreement was entered into this 18th day of November, 1982, between West Shore Community College (hereinafter referred to as the "College") and West Shore Community College Support Staff Unit (hereinafter referred to as the "SSU").

ARTICLE 1 - PURPOSE AND INTENT

1.1 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 College, the employees, the SSU, and the West Shore Community College District.

1.2 The parties recognize that the interest of the College and the job security of the employees depend upon the College's success in establishing proper service to the West Shore Community College District by encouraging economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of College property and safety of employees and students entrusted to its care.

1.3 The College and the SSU agree to encourage to the fullest degree possible friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

2.1 The College recognizes the SSU as the 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 College included in the bargaining unit described below:

"All regularly scheduled full and part-time employees classified in Appendix A as custodial-maintenance, office clerical and campus service personnel, but excluding administrative, instructional, students, supervisors and all other employees."

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The conduct of school administration, management and operation of its properties and facilities, and the direction of its working force are vested exclusively in the College. All functions, powers and authority which the College has not specifically abridged or modified by this Agreement are retained by the College.

3.2 Except as otherwise restricted or modified by this Agreement, the foregoing functions are recognized to include, by way of illustration, but are not limited to: the right to hire, schedule, promote, transfer, layoff, suspend, discipline, and discharge employees for

cause; to establish and maintain reasonable rules and regulations covering the operation of the College and to determine penalties for violations thereof; to make judgments as to ability and skill; to determine work loads; to subcontract such portions of the work as the College deems to be in its best interest, provided, however, the right to subcontract will not be used for the purpose of discriminating against the SSU or any of its members; to change or introduce new or improved methods or means of operation and facilities; to maintain order and efficiency; the full and exclusive control of the management of the College, the supervision of all operations, the methods, processes and means of performing any and all work, the control of property and the composition, assignment, direction, and determination of the size of its working forces; and in all respects to carry out the ordinary and customary functions of management.

ARTICLE 4 - MEMBERSHIP

4.1 The parties recognize the right of each employee to participate or not to participate in SSU activities. The parties will not interfere with the rights of any employees to become a member of the Unit or pay a service fee to the SSU. The parties will not discriminate, interfere with, restrain, or coerce any employee in their free choice.

4.2 Students and Government-sponsored persons employed by the College shall be exempt from all provisions of this contract but shall not be used to replace or displace covered employees, except when an auxiliary enterprise is operating at a loss, or under the provisions of Article 13.3.

ARTICLE 5 - NO STRIKE

5.1 The SSU agrees that during the term of this Agreement, neither it nor its officers, representatives or employees will for any reason, directly or indirectly, cause, sanction, engage or participate in any strike, walkout, slow-down, sit-down, stay-away, refusal to report to work, limitation of or interference of any sort whatsoever with any of the normal operations of the College or engage in any conduct which causes or results in such interference.

5.2 If any individual employee or groups of employees violate the previous section, they may be summarily dealt with by the College, at its discretion, by reprimand, suspension or discharge.

ARTICLE 6 - SUPPORT STAFF UNIT REPRESENTATION

6.1 The SSU shall be represented for all purposes, including bargaining, by the SSU President and Representatives as necessary and appropriate.

6.2 In the absence of an established Representative, the President may appoint alternate Representative(s) to represent the SSU, including the handling of a grievance.

6.3 Representatives and the SSU President, during any of the grievance procedure steps, shall suffer no loss of time or pay while investigating and discussing grievances during their working hours, provided the time spent is a reasonable amount and provided they have obtained prior permission from their supervisor. Such permission shall not be unreasonably withheld.

6.4 The SSU shall provide the College with a current list in writing of the SSU President and established Representatives.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Should any complaint or dispute arise between the Employer and any member of the SSU with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedures:

7.2 Step 1 - Earnest effort shall be made to settle verbally and informally such complaints and disputes between the aggrieved SSU member and his/her appropriate supervisor. If agreement is not reached, the grievance shall be reduced to writing on the officially agreed upon grievance form and filed with the appropriate supervisor by the aggrieved member within fifteen (15) work days following the occurrence of the event or action giving rise to the grievance. At any conference called under this provision, the member may be accompanied by a SSU representative and the supervisor may be accompanied by another administrator.

7.3 Step 2 - Following receipt of a written grievance, the supervisor will, within five (5) work days, communicate his/her decision in writing to the aggrieved member.

7.4 Step 3 - If the grievance is not resolved at Step 2, the aggrieved member must file an intent to appeal with the Comptroller's Secretary within three (3) work days following the receipt of the supervisor's reply.

7.5 Step 4 - Following Step 3 appeal notice, the aggrieved member and the supervisor must provide a written presentation of facts to the Comptroller within seven (7) work days from the appeal notice date. The Comptroller will schedule a conference on the matter and advise the aggrieved member, the Grievance Committee of the SSU, and the supervisor of the time and place of the conference. The Comptroller shall communicate his/her decision in writing to the aforementioned parties within ten (10) work days of the receipt of written presentation of facts.

7.6 Step 5 - If the grievance is not resolved at Step 4, the aggrieved member shall request a President's hearing. Such request shall be submitted to the Executive Secretary within three (3) work days

following receipt of the Comptroller's decision. A hearing will be scheduled within seven (7) work days of notice to the Executive Secretary for the purpose of final presentation of facts and a documentation. The Executive Secretary will establish a transcript of the proceedings. The evidence in the transcript will be considered the final evidence for consideration in any further steps. The President shall communicate his final decision in writing to the aggrieved member and the Grievance Committee of the SSU within seven (7) work days following the hearing.

7.7 Step 6 - The final appeal on any grievance shall be to the Board. Intent to appeal the President's final decision shall be submitted to the Executive Secretary within ten (10) work days following receipt of the President's final decision. The written grievance, together with the complete written case history, shall be presented at the first regular Board Meeting following the decision to appeal, provided the regular meeting is scheduled within ten (10) work days; otherwise, a special Board Meeting shall be called. The Board shall render its decision based upon the written case history and oral testimony solicited from both parties. The meeting shall be an open meeting, unless the grievant requests a closed hearing. The Board's decision shall be communicated in writing to the aggrieved member and to the SSU within fifteen (15) work days after the presentation of the written grievance.

A grievance may be withdrawn at any level. The time limits established in the grievance procedures shall be followed by the parties hereto. If the time limits are not followed by the SSU, the grievance shall be considered settled in accordance with the College's last answer. If the time limits are not followed by the College, the grievance may be advanced to the next step by the SSU. The time limits established herein may be extended by mutual agreement in writing.

ARTICLE 8 - DISCHARGE AND SUSPENSION

8.1 The right to discharge and discipline employees shall remain in the sole discretion of the College, but no discharge shall be made without just cause.

8.2 The College agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the President of the SSU of the discharge or suspension.

8.3 Should the discharged or suspended employee or the SSU President consider the College's action to be improper, the matter shall be referred to Step 3 of the Grievance Procedure.

8.4 In imposing any discipline on a current charge, the College will not take into account any prior infractions which occurred more than three (3) years previously.

8.5 The College agrees to notify the employee in writing of any discipline and the reasons, therefore, entered in the records of an employee as of the date of entry, but not later than thirty (30) calendar days from the date of occurrence.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.1 New employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. The purpose of the probationary period is to provide an opportunity for the College to determine whether the employee has the ability and other attributes which will qualify for regular employee status. During the probationary period, the employee may be laid off or terminated for any reason at the sole discretion of the College, without recourse to the grievance procedure.

9.2 If a probationary employee is laid off or terminated and is recalled or re-employed within three (3) months from the date of layoff or termination, they shall have seniority from their first date of hire.

ARTICLE 10 - SENIORITY

10.1 Seniority Definition - Seniority shall be defined as an employee's length of continuous service within a department since his/her last date of hire. For the purpose of any benefits referred to in this agreement, layoffs, recall and transfers, total seniority shall be considered College-wide. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall be credited with seniority as of the original date of hire. The following departments are recognized for purposes of accumulating seniority:

1. Custodial-Maintenance
2. Office Clerical
3. Campus Service Personnel

10.2 Seniority Lists - The seniority list will be compiled by the College. The seniority list on the date of this Agreement will show the date of hire, names, job titles, and rates of pay of all employees of the SSU entitled to seniority. The College will keep the seniority list up to date at all times and will provide the SSU President with up-to-date copies at least every six (6) months.

10.3 Loss of Seniority - An employee shall lose seniority for the following reasons:

1. He/she quits.
2. He/she is discharged for just cause.
3. He/she does not return to work when recalled from layoff in accordance with the recall procedure.
4. If he/she is absent three (3) consecutive regularly scheduled working days without notifying his/her immediate supervisor prior to or within such three (3) day period of a justifiable reason for such absence.

5. If he/she fails to return to work in accordance with the terms of a leave of absence or accepts employment elsewhere while on such leave.

ARTICLE 11 - LAYOFF AND RECALL

11.1 "Layoff" means a reduction in the work force due to a decrease of work or for other reasons beyond the control of the College.

11.2 Employees to be laid off for an indefinite period of time will be given at least three (3) working days' notice of layoff, except where a layoff is due to an emergency or to conditions beyond the control of the College. The College shall provide the SSU President with a copy of the notice on the same date notice is given the employee(s).

11.3 When a layoff takes place, probationary employees within the affected classification shall be laid off first. Thereafter, employees with the least seniority in that classification shall be laid off; provided, however, that the senior employee retained has the ability to satisfactorily perform the work.

11.4 Upon receipt of a layoff notice, an employee shall have the right to bump a less senior employee in first his/her own department and then within other departments in the bargaining unit; provided, however, the employee can demonstrate the ability to perform the responsibilities of the position either by virtue of prior experience of a related nature within the College or by documenting his/her knowledge and experience in performing the responsibilities in a manner consistent with the established institutional standards without training.

11.5 Recall Procedure - In recalling employees to work following a layoff, employees shall be recalled to their job classification as needed by first recalling the employee with the greatest seniority, including employees who have bumped into other departments to avoid layoff under 11.4 above; provided, however, that the recalled employee has the ability to satisfactorily perform the work. Written notice of recall shall be sent by registered or certified mail to the address of the employee on record with the College.

11.6 The failure or refusal of an employee to return to work within seven (7) calendar days after such notice is mailed or within the time designated in the notice, whichever is greater, shall result in termination of employment.

ARTICLE 12 - TRANSFERS

12.1 If an employee is transferred to a position outside the bargaining unit and, thereafter, within six (6) months is transferred back to a position within the bargaining unit, seniority shall accumulate while working in the position to which he/she was transferred.

Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 13 - JOB POSTING AND BIDDING PROCEDURE

13.1 When a new, permanent job classification is created or a permanent vacancy occurs in an existing job classification within the bargaining unit, the position shall be posted on the College's bulletin board for a period of seven (7) calendar days. The posting shall set forth the position, the location, the shift, and the job duties. Employees who wish to be considered as applicants for such an opening should notify the Personnel Office in writing during the posting period. The College will take into consideration the ability, aptitude, training, and requirements for the opening of the applicants who applied for the position. If the qualifications of two (2) or more employees are relatively equal, total seniority with the College within their unit shall be the basis for selection. The position shall be awarded or denied within ten (10) working days from the end of the posting period.

13.2 The College shall give the SSU President a copy of each job posting and a list of the names of all employees who applied for the position and to whom the position was awarded, if any, within ten (10) working days from the end of the posting period.

13.3 The College may temporarily fill, for a period not to exceed thirty (30) working days, new permanent job classifications and permanent vacancies in any manner which it may deem necessary until such openings are permanently filled, pursuant to provisions of this Article.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Application and Qualifications - Upon proper written application and after having completed the probationary period, full-time employees with at least one (1) year of service shall be entitled to leaves of absence as follows:

14.2 Illness or Accident - An employee who, because of personal illness, pregnancy or accident, is physically or mentally unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability for up to one (1) year, provided he/she promptly notifies the College of the necessity, therefore, and provides the College with a certificate from a physician of the necessity for such absence and for the continuation of such absence when the same is requested by the College.

14.3 Military Leave - The reinstatement rights of any employee who enters the military service of the United States by reason of any act or law enacted by the Congress of the United States, or who may voluntarily

enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

14.4 Educational Leave - Leaves of absence without pay and without loss of seniority shall be granted to full-time employees in order to engage in a full-time course of study at an accredited educational institution, provided the employee can be replaced and provided further the employee requests such leave at least three (3) months in advance. Such leaves shall not exceed one (1) full term, semester, course or quarter, renewable for a succeeding term, semester, course or quarter, provided the employee presents evidence of at least a two (2) point grade average.

14.5 Termination or Return from Leave of Absence - In the event of failure to request a leave or extension thereof, refusal to supply a physician's certificate, or if the certificate does not clearly show a sufficient disability to preclude the employee from the performance of work duties, failure to return to work at the termination of the leave, or an employee becoming gainfully employed elsewhere, such leave shall be cancelled and the employee's services terminated. Employees returning from leave of absence shall notify the College Personnel Office of their intent to return from leave at least thirty (30) days prior to expiration of their leave of absence.

14.6 Prolonged Illness - Leaves of absence without pay and without loss of seniority may be granted to full-time employees in cases of prolonged illness of an employee or an employee's spouse and/or children.

14.7 Retention of Seniority and Return from Leave - Employees on leave of absence under this Article shall retain, but not accrue, seniority during any such leave. Upon return from a leave of absence, an employee shall be returned to the position held at the time the leave was granted, or an equivalent position, provided the employee has the ability to satisfactorily perform the work.

ARTICLE 15 - WORK HOURS AND WORK WEEK

15.1 The regular work day for all full-time employees shall be eight (8) hours per day, forty (40) hours per week. This shall not be construed as a guarantee of any minimum number of hours per day or week.

15.2 All first shift employees shall have a one-half ($\frac{1}{2}$) hour unpaid lunch period. Employees are not required to punch out for lunch, except when leaving campus, but must schedule their lunch break with their supervisor.

15.3 All employees scheduled to work on the second or third shift shall be entitled to a one-half ($\frac{1}{2}$) hour paid lunch period, included within their regular eight (8) hour shift.

15.4 Shift Premiums - Employees who are scheduled to work or are approved to work a minimum of four hours on a second or third shift shall receive a shift differential of 10¢ per hour worked on the second

shift (3:30 p.m. to midnight) and 15¢ per hour for hours worked on the third shift (11:00 p.m. to 8:00 a.m.).

Groundskeepers shall receive a shift differential of 7½¢ per hour for all hours worked from December 1 through March 31.

Shift differential will be included in determination of the overtime rate of pay. The only time a person scheduled to work a second or third shift position would not receive shift differential payment would be during time spent working days in the summer, holidays, vacations, sick time, and any other non-work time or overtime on first shift.

15.5 All employees shall be allowed a fifteen (15) minute break period in the first and in the second half of their shift.

15.6 All employees called in to work or reporting for work outside of their regular work day shall be guaranteed at least two (2) hours work or two (2) hours pay at the rate of time and one-half (1½).

ARTICLE 16 - OVERTIME, PREMIUM PAY AND GRATUITIES

16.1 An employee will be paid one and one-half (1½) times their regular rate of pay for all hours credited in excess of forty (40) in a work week; therefore, all hours for which pay is awarded will count as credited hours. Overtime must be approved by the immediate supervisor prior to taking place.

16.2 An employee will be paid one and one-half (1½) times their regular rate of pay for all hours worked on holidays, as defined in this Agreement, in addition to holiday pay.

16.3 Permanent employees will be paid one and one-half (1½) times their regular rate of pay for all hours worked on Sunday.

16.4 Overtime hours shall be generally equalized among employees in the same classifications in their divisions.

ARTICLE 17 - VACATIONS

17.1 All full-time employees having at least one (1) year of continuous service will be entitled to the following vacation time and pay:

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT</u>
1	1.85 hours/pay (6 days per year)
2-4	3.70 hours/pay (12 days per year)
5-9	4.93 hours/pay (16 days per year)
10 or more	6.16 hours/pay (20 days per year)

17.2 Permanent part-time employees shall be entitled to the following vacation accrual per paycheck received:

YEARS OF SERVICE

VACATION BENEFIT

1	.93 hours/pay (3 days per year)
2-4	1.85 hours/pay (6 days per year)
5-9	2.47 hours/pay (8 days per year)
10 or more	3.08 hours/pay (10 days per year)

17.3 Vacation pay will be based on an employee's regular rate of pay. When a holiday falls during an employee's vacation, the holiday will be paid in accordance with Article 22.

17.4 An employee may not waive vacation and receive extra pay except in the case where an employee is unemployed because of layoff, sickness or leave of absence and the condition continues through the year—the employee shall be paid any unused vacation credit.

17.5 Vacations shall be granted in accordance with the employees' requests and the needs of the College.

17.6 A new employee may utilize earned vacation upon completion of six (6) months of employment.

17.7 Vacation days may be accumulated up to one hundred and eighty-four (184) hours. Exception to this—only with written permission from the Comptroller.

ARTICLE 18 - SICK LEAVE

18.1 Upon employment with the College, each full-time employee shall be entitled to forty (40) hours of sick leave. Thereafter, all full-time employees covered by this Agreement shall earn sick leave allowance at the rate of 3.7 hours per pay period worked, not to exceed ninety-six (96) hours per year, to a maximum accumulation of five hundred and twenty-eight (528) hours (66 days).

18.2 Permanent part-time employees shall be awarded twenty (20) hours sick leave upon employment and shall accrue sick leave at the rate of 1.85 hours per pay period worked, to a maximum accumulation of two hundred and sixty-four (264) hours.

18.3 An employee, while on paid sick leave, will be deemed to be in continued employment for the purpose of computing all benefits referred to in this Agreement.

18.4 Sick leave may be used for personal illness or serious illness in the immediate family (immediate family defined as spouse or children) or for doctor's or dentist's appointments for the employee and the employee's family. Doctor's and dentist's appointments will be paid only as long as the time taken is a close approximation of the time needed for the appointment. Sick pay will be at the employee's regular rate of pay.

18.5 An employee may be required, by the employer, to submit a physician's statement to cover the following:

1. The employee has been on sick leave more than three (3) working days.
2. Where the record indicates possible abuse, any subsequent sick days taken by an employee.

ARTICLE 19 - INDIVIDUAL CONVENIENCE ABSENCE

19.1 Employees shall be granted up to twenty-four (24) hours per year for purposes of individual convenience. Individual convenience absences shall be deducted from sick leave and unused individual convenience absences shall not carry over from one year to another. The College will rely on the individual employee's determination of what constitutes individual convenience; however, the time of such absences shall be subject to prior supervisory approval. Absence for such purposes shall not be taken in blocks of less than one-half ($\frac{1}{2}$) hour. Permanent part-time employees shall be entitled to individual convenience absence at the rate of one-half ($\frac{1}{2}$) the full-time entitlement, subject to conditions as above.

Employees hired during a fiscal year shall be awarded eight (8) individual convenience hours on their 6th and 13th payday and the balance of their annual allotment for the current fiscal year on the 19th payday after date of hire, providing they are employed and are receiving pay on those dates.

Continuing employees shall receive credit for twenty-four (24) individual convenience hours on July 1 of each year.

19.2 Incident Weather

a. Three (3) additional days not deducted from sick leave shall be available to employees in the case that the College is closed due to incident weather and employees are asked not to report.

b. On any day that employees are paid pursuant to subsection (a.) above, custodial and/or maintenance employees who are required to work on such day shall be paid double time for all hours worked.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 All full-time and part-time employees of the College shall be entitled to three (3) days leave of absence, without loss of salary, for the death of any member of the immediate family. The immediate family shall be considered to include the employee's spouse, children, grandchildren, siblings, parents and grandparents of the employee or spouse, sister/brother-in-law, son/daughter-in-law, step sister/brother, step children, and other persons under exceptional circumstances having lived with the employee's family for a period of years. Such request

may be approved by the Administration. Additional bereavement leave, not to exceed three (3) days, shall be deducted from the employee's accumulated sick leave account.

ARTICLE 21 - JURY DUTY

21.1 An employee who is summoned as a juror or subpoenaed as a witness in any judicial proceeding shall suffer no loss of time or pay for the necessary absence from their employment, but they shall endorse to the College any warrant or voucher issued to them for services as a juror or witness.

ARTICLE 22 - HOLIDAYS

22.1 All full-time employees covered by this Agreement shall be entitled to holiday pay for the following holidays:

- | | |
|--|--|
| 1. New Year's Day | 9. Christmas Day |
| 2. The last half ($\frac{1}{2}$) of shift on Good Friday | 10. Day before New Year's |
| 3. Memorial Day | 11. Employee's Birthday (by consent of employee and supervisor as to exact date, but should be within two (2) weeks of birthday) |
| 4. Independence Day | |
| 5. Labor Day | |
| 6. Thanksgiving Day | |
| 7. Day after Thanksgiving | |
| 8. Day before Christmas | |

22.2 Permanent part-time employees will be entitled to holiday pay at the rate of four (4) hours pay per holiday. Employees who are hired on an academic year basis (fall and spring semesters) shall not receive holiday pay for Memorial Day, Independence Day or Labor Day.

22.3 In order to be eligible for holiday pay, an employee must work his/her regular scheduled work shift immediately preceding and succeeding the holiday, unless otherwise excused. Should any of the above holidays fall on a Saturday, the Friday before will be considered the holiday. If the holiday falls on a Sunday, the next Monday will be considered the holiday. If the day off is state or nationally recognized on a different day than as specified above, the College will follow state or national recognition.

ARTICLE 23 - INSURANCE

23.1 Hospitalization - The College will pay the full premium for full-family hospitalization and major medical for each full-time employee (40 hours per week, nine months per year) who has completed 60 calendar days of employment. Dependents will be covered through age 19. The College will pay the full premium for twelve (12) months for all such employees who are covered.

Permanent part-time employees will be eligible, after 60 calendar days of employment, for full-family coverage—fifty per cent (50%) paid by the employee, fifty per cent (50%) paid by the College.

23.2 Life Insurance - All full-time employees who have completed their probationary period shall be provided, at no cost to them, term life insurance in an amount equal to the nearest thousand dollars of their salary.

23.3 Long and Short Term Disability - The present long and short term disability policies will be maintained at not less than their current benefit levels for the term of the Agreement.

23.4 Insurance Carrier - The College shall have the right to select and change insurance carriers for the above coverage, provided the benefits are equal to or greater than those in the existing policy for a majority of the employees covered by this policy. The College agrees that any increase in insurance benefits granted to other groups of employees will also be granted to SSU members.

ARTICLE 24 - RETIREMENT PLAN

24.1 The College will maintain, for the term of this Agreement, the present Michigan Public School Employees' Retirement System at not less than present benefit levels.

ARTICLE 25 - SALARY SCHEDULE PLACEMENT

25.1 Computation of seniority is by calendar month worked from the last date of hire.

25.2 An employee shall be placed on the wage schedule in accordance with his/her years of service within their present classification only. Any employee who is transferred or promoted within their unit only shall not suffer any loss of pay and will advance to the next highest rate for the new classification, if their current rate does not exist in the new classification. Thereafter, employees will advance in the new classification as any employee in that classification would.

25.3 The Administration may allow placement on up to the fourth step on any salary schedule at any time prior to the employee's reaching that placement via the salary step schedule. Such advancement will be based on experience or proven ability. New employees hired above the base rate will be evaluated prior to the expiration of their probationary period and salary schedule placement may be adjusted based upon that evaluation.

25.4 For purposes of computation, a month is counted for seniority when an employee has worked (full or part time) for eleven (11) days during that month.

25.5 Any employee who works in a higher paying classification when required by the College to fill in for an absent employee, shall be paid the higher rate for those hours.

ARTICLE 26 - MISCELLANEOUS

26.1 Bulletin Board - The College will provide a bulletin board near the time clock, which may be used by the SSU for posting notices pertaining to SSU business. Such notices shall contain nothing of a partisan, political, controversial or defamatory nature.

26.2 Rates for New Positions - If a new position is created in the SSU which cannot be properly placed in an existing classification, the College will notify the SSU upon establishing the classification, description and rate structure. In the event the SSU does not agree that the rate is proper, it shall be subject to collective bargaining.

26.3 Uniforms - All full-time custodians and all snackbar workers are required to wear uniforms approved by the College. Each custodian and snackbar worker will be furnished two (2) uniforms (pants and shirt or white uniform) within ninety (90) days of employment. Thereafter, each person for whom uniforms have been provided will receive a \$125 annual allowance, except snackbar workers, who will receive a \$115 annual allowance, for replacing and maintaining uniforms. Payment of the annual allowance shall be made on June 30 and shall be pro-rated (based on weeks) on hiring or termination.

26.4 Physical Exams - The College agrees to pay the full cost of physicals, examinations or X-rays for employees which are required by the College, with the physician to be designated by the College.

26.5 Mileage, Meals and Lodging - The College will maintain its current policies at not less than their present levels, with respect to the mileage allowance and meals and lodging expenses.

26.6 Successor Clause - This Agreement shall be binding upon the College successors, assignees, purchasers, or leasees or in the event of a merger or consolidation with another employer.

26.7 Non-Discrimination - The parties agree that this Agreement shall be applied in such a way that there will be no discrimination due to sex, marital status, race, color, creed, national origin or religion.

26.8 Special Meetings - The Employer's Representative(s) and the SSU's Representative(s) will meet to discuss problems of mutual concern, when requested by either party.

26.9 The remission of tuition benefits and use of the Recreation Center will be available to full-time employees and their dependents. Permanent part-time employees are also entitled to these benefits.

26.10 Tool Allowance - Employees who are required to provide their own tools shall be granted annual allowances as follows for repair and replacement of same:

Groundskeeper	\$43.00
Utility Person	\$25.00
Maintenance	\$33.00

Payment of the annual allowance shall be made on June 30 and shall be pro-rated on hiring and termination.

26.11 Wages during Negotiations - The College shall pay 100 per cent (100%) of all wages for up to three (3) bargaining unit employees for the first eight (8) hours of time which each person spends in negotiating each year. Time spent in negotiations in excess of eight (8) hours per year shall be reimbursed by the College at one-half ($\frac{1}{2}$) the actual hours spent in negotiations. Time spent in negotiations shall not count for purposes of accruing overtime hours in any pay period.

ARTICLE 27 - LONGEVITY

27.1 Longevity - Each employee who reaches the milestones listed below will receive the following lump sum awards:

On their ten (10) year anniversary date	\$100 lump sum
On their fifteen (15) year anniversary date	\$200 lump sum
On their twenty (20) year anniversary date	\$300 lump sum
On their twenty-five (25) year anniversary date	\$400 lump sum
On their thirty (30) year anniversary date	\$500 lump sum

ARTICLE 28 - COMPLETE AGREEMENT

28.1 - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the SSU, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29 - SAVINGS PROVISION

29.1 - If, during the term of this Agreement, any part of provisions herein contained are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 30 - TERMINATION AND MODIFICATION

30.1 This Agreement is effective as of the 18th day of November, 1982, and shall remain in full force and effect until the 30th day of June, 1983, and from year to year thereafter unless either party serves written notice upon the other at least sixty (60) calendar days prior to any subsequent date thereafter of its intention to amend, modify or terminate this Agreement. In the event either party serves the above referred notice upon the other of its intention to amend or modify this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until sixty (60) days after either party subsequently serves upon the other a sixty (60) day written notice of its intent to terminate this Agreement.

This Agreement is signed on this 30th day of Nov, 1982.

WSSC SUPPORT STAFF UNIT

Kathryn A. Godham
Linda M. Wagner
Phyllis H. Tobin
Charles R. Helein

WEST SHORE COMMUNITY COLLEGE

Robert Cole
Samuel M. Munn

APPENDIX A
CLASSIFICATION AND RATES

(Wage Schedule)

<u>POSITION</u>	<u>START</u>	<u>AFTER PROBATION</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Bookkeeper	\$5.81	\$6.02	\$6.34	\$6.66
Secretary I	5.81	6.02	6.34	6.66
Secretary	5.21	5.39	5.73	6.05
Clerk-Typist	4.78	4.97	5.30	5.62
Switchboard Operator	4.91	5.11	5.44	5.76
Maintenance	6.13	6.34	6.66	6.98
Utility	5.86	6.05	6.37	6.69
Custodian	5.60	5.79	6.11	6.44
Groundskeeper	5.81	6.02	6.34	6.66
Snackbar Cook	4.82	5.05	5.43	5.80
Snackbar Helper	4.19	4.39	4.72	5.04
Bookstore Clerk	4.19	4.39	4.72	5.04
Athletic Office Manager	5.04	5.23	5.56	5.89
Custodian-Security	5.78	5.98	6.30	6.65

APPENDIX B

GLOSSARY

Full-Time - Those individuals who are scheduled to and do work a minimum of 1,820 hours in a fiscal year.

Permanent Part-Time - Those individuals who are scheduled to and do work a minimum of 910 hours, but less than 1,820 hours, in a fiscal year.