

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, 1991 to JUNE 30, 1994

Lansing Community College

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A G R E E M E N T

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This Agreement entered into on this first day of July 1991, 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 matrons, custodial/maintenance, general utility/custodial, maintenance mechanics--general, maintenance mechanic general/head custodian, electrician, maintenance--special projects and plumber 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.

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 Director of Personnel, 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 Unit 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 steward 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 stewards who are investigating grievances in an amount in excess of 52 total hours per year for all stewards. Time spent by the Unit Chairperson in third-step meetings shall not be charged against the aforementioned 52 hours.

If a steward wishes to be released to investigate a grievance, he/she shall so inform the 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 Director of Physical Plant will grant such release.

Upon completion of his/her investigation, the steward will so inform the Director of Physical Plant.

When the duly elected steward is unavailable to perform his/her duties, the Unit Chairperson shall designate an alternate steward and so inform the Director of Physical Plant. It is understood by the parties that grievances will not be investigated or discussed while the steward 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. 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 and the proposed rate of pay.
 2. Upon receipt of the Employer's classification description and proposed rate of pay, the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
 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 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 Personnel 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 sixty (60) days worked of their employment. When an employee finishes the probationary period, by accumulating sixty (60) days worked, 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 STEWARD AND UNIT CHAIRPERSON

The stewards and Unit 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 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. 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 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 Unit 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 Personnel Department.

ARTICLE XV. DISCHARGE CASES

When an employee is discharged, the Director of Physical Plant will so inform the Unit Chairperson or steward in writing within two (2) working days. If requested by the Unit 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 Unit 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 Council. 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 discuss his/her grievance with the Director of Physical Plant. If the employee does not bring the grievance to the Director of Physical Plant'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 Director of Physical Plant shall, within five (5) working days, give the employee his/her verbal answer. If the Director of Physical Plant'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 Director of Physical Plant's answer in Step I, the employee, his/her steward, and the Director of Physical Plant will meet and attempt to resolve the grievance. The Director of Physical Plant shall give the employee and/or his/her steward 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 steward within three (3) working days of receipt of the Director of Physical Plant'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 Unit Chairperson to attempt to resolve the grievance. The management representative shall give the Unit 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 Unit 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 Director of Physical Plant will review the overtime distribution with the Unit 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. 1991-92

The percent increase (to be calculated as soon as practicable using the 1991-92 appropriation signed by the Governor) in the College's projected sum of resources for the 1991-92 fiscal year over the actual sum of resources for the 1990-91 fiscal year and further adjusted as follows:

1. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1990-91 actual sum of resources over the 1989-90 actual sum of resources minus 8.04% (the percent increase of the College's 1990-91 projected sum of resources over the 1989-90 actual sum of resources).
2. If the percentage sum in paragraph A.1. above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

B. 1992-93

The percent increase (to be calculated as soon as practicable using the 1992-93 appropriation signed by the Governor) in the College's projected sum of resources for the 1992-93 fiscal year over the actual sum of resources for the 1991-92 fiscal year and further adjusted as follows:

1. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1991-92 actual sum of resources over the 1990-91 actual sum of resources minus the percent increase of the College's 1991-92 projected sum of resources over the 1990-91 actual sum of resources.
2. If the percentage sum in paragraph B.1. above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

C. 1993-94

The 1993-94 wages shall equal the 1992-93 wages plus 5%.

See Appendix A for the definition of the College's resources.

The rate of pay during the probationary period for each classification listed above shall be 3% below 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 his/her supervisor, to the Director of Personnel 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 Director of Personnel 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 Director of Personnel, via his/her supervisor, 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 ninety (90) days. All personnel must submit an absence report form to the Personnel Department immediately following a period in which sick leave was taken.

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.

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 ten (10) days per year.
2. Third through fifth years at L.C.C. - one (1) day per month or twelve (12) days per year.
3. Sixth through tenth years at L.C.C. - 1.25 days per month, or fifteen (15) days per year.
4. Eleventh through twelfth years at L.C.C. - 1.50 days per month, or eighteen (18) days per year.
5. Thirteen or more years at L.C.C. - 1.67 days per month, or twenty (20) days 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 fifteen (15) 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.
3. All vacation leave requests must be made in writing to the immediate supervisor.

ARTICLE XXXI. BEREAVEMENT AND CRITICAL FAMILY ILLNESS

A. General Provisions

An employee excused from work under this Article shall, after making written application to the Personnel Department through his/her immediate supervisor, 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, son or daughter, a maximum of five (5) days may be used for the purpose of attending the funeral or making necessary arrangements. In the event of death of an employee's mother, father, brother, sister, mother-in-law, father-in-law, or grandchildren, a maximum of four (4) days may be used for the purpose of attending the funeral or making necessary arrangements.

C. Critical Family Illness Leave

An employee, upon request, may be excused for a maximum of five (5) days per fiscal year if his/her presence is required in the event of critical illness occurring to a member of the immediate family. For critical family illness purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, or grandchildren.

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.

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 eight (8) times the employee's regular hourly rate of pay:

- New Year's 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. 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, 1991-92, 1992-93 and 1993-94, 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. For purposes of clarification these additional leave days are:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
December 26, 27 & 30	December 28, 29 & 30	December 27, 28, 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 \$25,000 group term life insurance policy at no cost to the employee.

C. Hospital/Medical Insurance

1. Blue Cross/Blue Shield hospitalization insurance with full family coverage will be provided by the College as follows:

1991-92 and 1992-93

- Semi-private room
- Comprehensive Hospitalization
- FAE/RC - First Aid Emergency
- VST - Voluntary Sterilization
- PD-MAC - Prescription Drug (\$5.00 co-pay) - PPO, Preferred Provider Option
- COB3 - Coordination of Benefits
- DC - Dependent Child, family continuation to age 25
- SD* - Sponsored Dependent
- SAT-II - Substance Abuse Treatment
- SOT-PE - Human Organ Transplants
- GLE-1 - General Limitations and Exclusions
- ICMP - Individual Case Management Program
- Master Med Option II - Annual deductible of \$100 per person or \$200 per family with 90%/10% co-pay
- MVF-II - Michigan Variable Fee - Includes the following:
 - IMB-OB - Immediate Maternity Benefits, including Obstetrics
 - CC - Convalescent Care
 - OPC - Outpatient Psychiatric Care
 - XF - Exact Fill, provides same coverage to those 65 years and older
 - ML - Member's Liability - Waives member's \$5 or 10% liability under basic MVF program
- D45NM - Extends benefits to 365 days for general care and 45 days for nervous and mental care
- National Reciprocity Program

*Sponsored dependent rider available on a direct pay basis through employee expense or payroll deduction.

1993-94

- Semi-private room
- Comprehensive Hospitalization
- FAE/RC - First Aid Emergency
- VST - Voluntary Sterilization
- PD-MAC - Prescription Drug (\$5.00 co-pay) - PPO, Preferred Provider Option
- COB3 - Coordination of Benefits
- DC - Dependent Child, family continuation to age 25
- SD* - Sponsored Dependent
- SAT-II - Substance Abuse Treatment
- SOT-PE - Human Organ Transplants
- GLE-1 - General Limitations and Exclusions
- ICMP - Individual Case Management Program

- Master Med Option VI - Annual deductible of \$150 per person or \$300 per family with 90%/10% co-pay
- MVF-II - Michigan Variable Fee - Includes the following:
 - IMB-OB - Immediate Maternity Benefits, including Obstetrics
 - CC - Convalescent Care
 - OPC - Outpatient Psychiatric Care
 - XF - Exact Fill, provides same coverage to those 65 years and older
 - ML - Member's Liability - Waives member's \$5 or 10% liability under basic MVF program
- D45NM - Extends benefits to 365 days for general care and 45 days for nervous and mental care
- National Reciprocity Program

*Sponsored dependent rider available on a direct pay basis through employee expense or payroll deduction.

- b. As an option to Blue Cross/Blue Shield hospitalization insurance, employees may select Health Central (HC) or Physicians Health Plan (PHP) coverage for the 1991-92, 1992-93 and the 1993-94 fiscal years. Whichever insurance plan the employee chooses shall remain in effect for the duration of the Agreement unless the College otherwise agrees to permit an individual to change coverage at other times. If an employee elects HC or PHP coverage, the College will pay therefor a sum equal to the cost of Blue Cross/Blue Shield coverage for the appropriate category of single, individual and spouse, or full family, and the employee will pay any additional cost. If the cost of Blue Cross/Blue Shield coverage is more than that of HC or PHP, the employee receiving such different coverage will not be entitled to any cash rebate.

Effective July 1, 1991, the provisions contained in the memorandum dated December 7, 1990 from the Personnel Department (Payment in Lieu of Hospitalization) shall be applicable to all eligible members of the bargaining unit.

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 Personnel Department. The Board of Trustees reserves the right to name the provider through a competitive bid process.

F. Long Term Disability Insurance

The College will pay the necessary premiums to provide a long term disability policy for each full-time employee. After the first ninety (90) consecutive calendar days of an illness or inability to work, this insurance will then pay 60% of their salary up to a \$1,000 monthly maximum until at least age 65 or until the disability disappears. Said policy to provide for disability pay, coordinated with any pay for which the employee may become eligible to receive under the provisions of federal social security, Michigan Public School Employees Retirement System and the Worker's Compensation Act.

For employment purposes, if the employee's disability continues for a period of one (1) year or more, the employee will be considered as an automatic employment termination.

G. Worker's Disability Insurance

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

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 steward and the Unit 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, 1994.

- 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.

By: s/Judith A. Hollister
Chairperson

By: s/Ted S. Szymanski
Unit Chairperson

By: s/Erik O. Furseth
Secretary

By: s/Diane G. Haggerty
Council #25 Representative

APPENDIX A

RESOURCES

The College resources referred to in this Agreement for a given year consist of the following four items, which are measured by comparative changes in income-related factors for two years, as follows:

Property Taxes are measured by the current fiscal year and the previous fiscal year. Property taxes shall be determined by multiplying the tax base by three mills, or portion thereof authorized by the State Continuation, as amended. The tax base shall be the state equalized valuation for the current year reported by the Ingham County Equalization Department on current form number L-4081C.

In the event of an approval of a redistricting plan (changing the College's taxing district or the tax rate) the tax base and/or millage rate for the previous year shall be consistent with the newly established tax base and/or millage rate for the current year.

Tuition is measured by the previous two fiscal years. Tuition consists of revenues determined by multiplying the calculated tuition factor by the total number of credit hours from the post-spring period through the following spring term of each year. The tuition factor shall be calculated as follows for each year of this Agreement utilizing the State of Michigan's data base:

The preceding year's tuition factor plus the simple mean percent change in the resident in-district semester equivalent tuition rates of the other Michigan public community colleges from information available from the State of Michigan on or about the first week of June.

State Support is measured by the current fiscal year and the previous fiscal year. State support includes the state funds appropriated for unrestricted purposes, calculated on a fiscal year basis in accordance with the Manual For Uniform Financial Reporting for Michigan Community Colleges. (Thus, the state support for a given year consists of one-fourth of the previous year's appropriation plus three-fourths of the current year's appropriation.) State support shall not be less than 2%, nor more than 9% of the state support for the previous fiscal year.

Interest Income is measured by the previous two fiscal years. Interest income includes interest income earned on the investment of unrestricted general funds less expenses incurred.

Expenses incurred are limited to charges billed to the College by the townships as a result of the levying of summer property taxes in the township portions of the College district. This summer levy provides funds at an earlier date for investment purposes, thereby resulting in additional interest income which will be offset, in part, by charges billed to the College by the townships.

A copy of the details of implementing the Resource Model is available in the College's Personnel Department.

