

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

June 30, 1974

AGREEMENT

BETWEEN

BOARD OF TRUSTEES

OF THE

ST. CLAIR COUNTY COMMUNITY COLLEGE

PORT HURON, MICHIGAN

AND

TEAMSTERS LOCAL 214

STATE, COUNTY AND MUNICIPAL WORKERS

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS

WAREHOUSEMEN AND HELPERS OF AMERICA

St. Clair County Community College
323 Erie Street
Port Huron, Mich. 48060

St. Clair County Comm. College

AGREEMENT

THIS AGREEMENT is entered into this 30th day of June, 1971, between the St. Clair County Community College, 323 Erie Street, Port Huron, Michigan, and all other locations, hereinafter called the "College", party of the first part, and Teamsters Local 214, State, County and Municipal Workers, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, hereinafter called the "Union", party of the second part.

WHEREAS: 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, and employees, and the Union.

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

THEREFORE: It is mutually agreed as follows:

ARTICLE I

RECOGNITION, UNION SECURITY AND DUES

Section 1. The College recognizes the Union as the sole and exclusive representative of the maintenance and custodial employees covered by this Agreement and accordingly will neither make nor enter into any agreements with any individuals or other unions with respect to rates of pay, wages, hours of work and other conditions of employment for the entire term of this Agreement for all of the custodial and maintenance employees, including truck drivers.

Section 2. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

Section 3. Membership in the Union is separate, apart and distinct from the assumption of obligation on the part of an employee covered by this Agreement. The Union is required under this Agreement to represent all of the employees equally without regard to whether or

not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the College after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 4. In accordance with the policy set forth above, all present regular employees in the bargaining unit who are not members of the Union on the effective date of this Agreement are not required to become members or pay Union dues as a condition of continued employment. All present regular employees who are members of the Union, or who are by virtue of Union membership or otherwise individually and voluntarily committed to the payment of Union dues, on the effective date of this Agreement, shall continue to be obligated to make payment of Union dues as a condition of continued employment. All future regular employees hired after the execution of this Agreement by the College shall become obligated to pay Union dues as a condition of employment. All present and future regular employees who are so obligated to pay dues shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, but excluding initiation fees and other assessments. For such present employees, the obligation with respect to such payments shall commence on the date of execution of this Agreement; for future employees, the payment shall start thirty-one (31) days following the completion of the probationary period.

Section 5. Any dispute arising as to the employee's obligations to the Union under the foregoing subsections may be presented as a grievance at Step 3 of the grievance procedure.

Section 6. The Union will indemnify, defend and hold the College harmless against any claims made and against any suit instituted against the College on account of any check-off of any payments pursuant to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payments.

Section 7. During the life of the Agreement, the College agrees to deduct payments required to be made pursuant to the foregoing sections (hereinafter called "dues") from the pay of each employee who, individually and voluntarily, executes or has executed a proper authorization form. Such authorization and direction for dues deductions shall become effective upon delivery

to the college, and shall be irrevocable for a period of two (2) years or until the termination of the Agreement between the College and the Union, whichever occurs sooner, and shall be automatically renewed and become irrevocable for successive periods of one (1) year each for the period of each succeeding applicable Agreement between the College and the Union, whichever shall be shorter, unless written notice is given by the employee to the College and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Agreement between the College and the Union, whichever occurs sooner.

Section 8. Deductions shall be made only in accordance with the provisions of this article.

Section 9. A properly executed copy of an assignment of dues form for each employee for whom dues are to be deducted hereunder shall be delivered to the College before any payroll deductions are made. Deductions shall be made thereafter only under such assignment of dues forms which have been properly executed and are in effect. Any such forms which are incomplete or in error will be returned to the Union by the College.

Section 10. On or before the fifteenth (15th) day of each month, the Union shall deliver to the College any executed authorization forms under which dues are to be deducted beginning with the following calendar month. After receipt of such authorization form, the dues for each succeeding calendar month shall be deducted from the payrolls for that month.

Section 11. In the case of employees rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed assignment of dues form, deductions will be made for dues as provided herein.

Section 12. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of a legal assignment or the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

Section 13. Dues deduction shall be remitted to the Financial Secretary of the Union once each month within fifteen (15) days after the last regular payday in the month. The College

shall furnish the Financial Secretary of the Union, monthly, with a list of those for whom deductions have been made.

Section 14. Any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff, or sick leave of absence shall cease to be subject to checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.

Section 15. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an assignment of dues form may be made a grievance at Step 3. Until the matter is disposed of, no further deductions shall be made.

Section 16. The College shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ARTICLE II

UNION REPRESENTATIVES AND ACTIVITIES

Section 1. The College recognizes the right of the Union to designate a Steward and/or Committeemen. Such representatives must be employees of the College who meet the requirements of the Union. The authority of the Steward and Committeemen shall be limited to and shall not exceed the provisions outlined in this article. There shall be only one Steward at any given time.

Section 2. The Union agrees that it will certify to the College the names of newly elected and/or appointed Stewards and Committeemen during the term of this Agreement. Such Stewards and Committeemen shall not be entitled to exercise their respective functions as herein described until the College has been so notified.

Section 3. The duties and activities of the Steward and Committeemen shall be as follows:

Step 1. To investigate and present grievances in accordance with the provisions of this Agreement.

Step 2. To serve as a collective bargaining committee.

Step 3. To transmit such messages and information which shall originate with and are authorized by the Union, provided such messages and information:

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the functioning with the operation of the College.

Section 4. The College will provide bulletin boards which may be used by the Union for posting notices approved by the College and limited to:

1. Notices of Union meetings.
2. Notices of Union elections.
3. Notices of Union appointments and results of elections.
4. Notices of Union recreational and social affairs.
5. There shall be no posting of any other kind of literature or material on school property other than as herein provided, nor any distribution or transmission of any literature or material, other than the notices herein authorized, during the hours when those distributing or transmitting such literature or material or those receiving same are on school paid time.

The location of such bulletin boards shall be determined mutually by the College and the Union.

Section 5. Whenever it may be necessary for any Steward or Committeeman to leave his work to handle grievances, he shall be entitled to do so to the extent of not over three hours per pay period (two weeks), plus such time as may be required for grievance meetings at Step 3, provided that he has the permission of his immediate supervisor, or if his immediate supervisor is not then working, that there will be no disruption of or interference with College work. The Steward and Committeeman shall perform their regularly assigned work at all times, except when absent from work in accordance with the foregoing procedure.

Section 6. Authorized representatives of the Union shall be permitted, upon obtaining the approval of the Business Office, to visit the College during working hours to talk with the Steward and/or Committeeman and/or representative of the College concerning matters covered by this Agreement, it being understood that there will be no interference with the work.

This section of the Agreement is concerned with the proper functioning of the Union representatives. Except as specifically provided herein, no employees shall make any use of working hours for any Union activities which would interfere with the efficient performance of work.

ARTICLE III

SENIORITY

Section 1. The College will prepare a Master Seniority List, as soon as reasonably possible after this Agreement becomes effective, on which will be listed, in order, the names of all employees covered by this Agreement, prepared in accordance with the provisions hereof. This Master Seniority List will be as accurate as possible at all times and will be on file in the Business Office and accessible to the Bargaining Committee and the Union Steward.

Section 2. When the Master Seniority List has been compiled as required in the foregoing paragraph, copies thereof will be made available for all employees in the bargaining unit through the Committee and Steward. At reasonable times thereafter, Union representatives will be entitled to request a duplicate copy of the Master Seniority List for the Union's information and files.

Section 3. The College agrees that only the names of the employees covered by this Agreement shall be placed on the seniority list.

Section 4. Any employee desiring to protest the correctness of his position on the seniority list shall file his protest in writing with the Business Office. For purposes of this Agreement, such list shall be deemed to be correct for any period prior to the date of filing such protest. If said protest is not satisfactorily adjusted, it may be presented as a grievance under the grievance procedure.

ARTICLE IV

SENIORITY DATE

Section 1. Seniority for employees who have now served their probationary period shall start from the last date of hiring, which shall be the day, month and year upon which the employee began his last continuous period of full-time service, it being understood that seniority credit shall also be given for any continuous period of such service which commenced with a facility or school district which is now a part of the St. Clair County Community College. Upon completion of their probationary period, new employees, and any other employees now serving a probationary period, shall be placed on the Master Seniority list as of the original dates and time of hiring.

ARTICLE V

NEW AND PROBATIONARY EMPLOYEES

Section 1. Each custodial and maintenance staff member shall serve a three (3) month probationary period, during which time there shall be no responsibility on the part of the College for their continued employment or re-employment. During such probationary period, the employee will be paid at the minimum rate for his classification. During the three (3) months probationary period, the employee will be given sick leave and accrued vacation rights.

Section 2. On occasions the College may employ non-classified personnel for part or full-time work. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only and shall not be used for the purpose of laying off any regular employee or on weekends so as to deprive regular employees of overtime.

Section 3. Federal programs involving workstudy students are recognized as being outside the coverage of this Agreement, and that workstudy students under such programs are not considered employees for purposes of this Agreement.

ARTICLE VI

TRANSFERS, LAYOFFS AND REHIRING

The transferring of employees, layoffs for lack of work and rehiring are the sole responsibility of the College, subject to the following:

Section 1. All vacancies will be advertised within the College through written notice posted in each building for a period of five (5) working days. The College shall make every effort to reach a conclusion within fifteen (15) working days after the last date of posting. All applicants will be immediately notified of the disposition of their application. The successful applicant shall receive the rate for the new job, if such is different from that which he is currently receiving, commencing with the next payroll week following his selection.

Section 2. Employees with the longest seniority will be given preference, when all other factors are equal, in filling vacancies, in the advancement of employees to higher paid jobs, in making layoffs and in rehiring of laid off employees.

ARTICLE VII

LOSS OF SENIORITY

Seniority shall be lost for the following reasons:

Section 1. If the employee quits.

Section 2. If the employee is discharged for justifiable cause.

Section 3. If the employee fails to report for work for three (3) or more days without notifying the Supervisor of Buildings and Grounds or the Business Office not later than the third day of absence, unless an adequate reason is given for such absence by the employee and for failure to give notice of such absence.

Section 4. If the employee fails to return to work within five (5) days after being notified to report for work by registered mail or telegram to the last address given the College and does not give satisfactory reasons.

Section 5. If the elapsed time of absence from work exceeds the seniority or two (2) years, whichever is shorter. If the elapsed time of absence from work is because of physical or mental disability, or maternity, the person will be placed on a preferential rehire list.

ARTICLE VIII

PREFERENTIAL SENIORITY

Section 1. The union Steward shall have preferential seniority for purposes of layoff and recall. Accordingly, notwithstanding his position on the seniority list, the Union Steward shall, in the event of a layoff, be continued at work so long as there is a job in the College which he is able to perform and shall be recalled to work after the layoff as soon as there is a job in the College which he is able to perform.

ARTICLE IX

MILITARY SERVICE

Section 1. Any employees who may enlist, or who are drafted for active service in the Armed Forces of the United States or who are required to leave because of enforced military training, upon their return shall be restored to employment within the College, with no loss of seniority, according to the law in effect at the time of such release from military service.

ARTICLE X

DISCIPLINARY ACTION

Section 1. The College shall not discharge, suspend, or otherwise discipline any employee without just cause. The College agrees that, in the event of a disciplinary layoff, the Steward or Committeeman representing the employee involved will be notified prior to, at the time of, or as soon as practical after such penalty is imposed.

Section 2. Reprimands for minor offenses may be issued by an employee's immediate supervisor. Disciplinary layoffs shall be issued only for major offenses and shall not be imposed unless authorized by the President or Business Manager.

Section 3. It is important that complaints regarding unjust disciplinary layoffs, discharges, or suspensions be handled promptly under the Grievance Procedures, beginning at Step 2. Accordingly, grievances must be filed within three (3) working days of the layoff, discharge, or suspension. The College will review and render a decision on the case at Step 2 within five (5) working days of the receipt of the grievance.

Section 4. In the event that it shall be determined that a disciplinary layoff or discharge of any employee was without cause, the employee shall be reinstated unconditionally without loss of seniority and given back pay for the time lost, less any compensation he may have received for work performed elsewhere. In the event, however, that a discharge is reduced to a disciplinary layoff, compensation shall be paid for that portion only of the lost time in excess of such disciplinary layoff as finally determined.

ARTICLE XI

GRIEVANCE PROCEDURES

Section 1. All grievances shall be presented and disposed of in accordance with the following procedure:

- a. Step 1. The first step of the grievance procedure is an informal conference with the immediate supervisor. An appeal from the determination of such immediate supervisor will be taken informally to the Business Manager. Any appeal from his determination is to be taken to the President or his designated representative, before registering a formal written grievance.
- b. All formal grievances shall be presented and handled in accordance with the following procedure after compliance with the first step as set forth in paragraph a. above.

Step 2. Each grievance shall be filed in writing and submitted to the Business Manager.

Step 3. Appeal from the determination at Step 2 may be made by presenting the grievance in writing to the President and/or his designated representative, who shall meet with the Union's representatives, one of whom shall be the Business Agent.

Step 4. Appeal from the determination at Step 3 may be made by presenting the grievance in writing to a committee consisting of three members of the Board of Trustees.

Step 5. Appeal from the determination at Step 4 may be made by presenting the grievance in writing to the Board of Trustees on or before noon of the Monday preceding the next regular meeting of the Board of Trustees. The Board shall then consider said grievance at said regular meeting or at a special meeting to be called for that purpose within ten (10) days.

Step 6. If the grievance is not deemed to have been satisfactorily adjusted by the Board of Trustees at Step 5, it may then be submitted to the State Mediation Board.

Section 2. A Union representative shall have the right to represent any employee in any grievance proceedings upon the request of that employee. A Union representative shall have the right to process a grievance in behalf of the Union. Any individual employee may present a grievance and have such grievance adjusted, without intervention of a Union representative, if the adjustment is not inconsistent with the terms of this Agreement, if a Union representative has been given an opportunity to be present at such adjustment.

Section 3. At each step of the formal grievance procedure, the members of the administrative staff or the Board shall promptly determine the grievance and give notice of its determination to the individual involved or representative of the group and the Union at that step.

Section 4. Every grievance shall be deemed settled and incontestable unless within ten (10) days after receipt of such notice of determination at any step appeal is taken as above provided to the next succeeding step of the grievance procedure.

Section 5. The liability of the College arising out of a grievance shall be limited to not more than fifteen (15) days prior to the date of submission of the grievance in the first step.

Section 6. The College shall provide all necessary forms for the processing of grievances.

Section 7. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. Except as otherwise provided in this Agreement, grievances shall be limited to disputes involving the application or interpretation of this Agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms).

ARTICLE XII

PAID LEAVE TIME

Section 1. All regular full-time employees will be allowed twelve (12) days paid leave time each fiscal year on the basis of one (1) day of paid leave time for each month worked. As to employees with a minimum of five (5) consecutive fiscal years (July 1 through June 30) of employment, such allowance shall be fifteen (15) days per fiscal year, on the basis of 1½ days of such paid leave time for each month worked. Absences chargeable against such paid leave time will be allowed for the following reasons:

1. Personal illness or quarantine.
2. Serious illness or death in the immediate family.
3. Vacation purposes, subject to the provisions of Article XIV, Section 6.
4. Not more than three (3) days of such annual allowance may be used for emergency absences necessitated by circumstances other than the above if requested in writing through channels and approved by the Business Manager.

Section 2. Employees will be credited with paid leave time to which entitled at the beginning of each fiscal year, it being understood that such paid leave time is not earned or accumulated until the end of that year. Sick leave may be taken to the extent of the total paid leave time which would be earned and accumulated at the end of that fiscal year, including the

anticipated portion of such paid leave time. To the extent of such anticipation, however, such paid leave time anticipated shall be subject to the approval of the College based upon the employee's employment record. In the event that the employee is separated, any anticipated paid leave time which has already been taken in the form of sick leave shall be charged back against any unpaid salary.

Section 3. Any unused portion of credited paid leave time is deemed to be earned or accumulated at the end of that fiscal year for which credited and may be used at some subsequent time according to Section 1 - 1, 2, and 3 only. For the college year 1971-72 the maximum accumulated paid leave time shall be 135 days and the maximum accumulated leave time for the college year 1972-73 shall be 150 days.

Section 4. Any paid leave time accumulated shall, at the time of death, be paid to the employee, his estate or designated beneficiary.

Section 5. In any case where a school employee is absent from his employment by reason of an injury compensable under the Workmen's Compensation Act, such an employee shall be paid the amount payable to him under the existing sick leave policy, less the amount of compensation payable to such employee under said Act.

Section 6. The number of days deductible from such employee's paid leave time bank, computed on the basis of the amount of compensation paid him under the Act, as measured by his regular salary, shall not be deducted from paid leave time bank. In cases where the amount of compensation paid equals more than a half day, but less than a whole day, the whole day shall be allowed.

ARTICLE XIII

UNPAID LEAVE TIME

Section 1. Leave of absence shall be granted for the following reasons:

- a. Military Services. Employees granted a leave for this reason shall be given full credit on the seniority list if they are called in time of emergency.
- b. Illness for physical and/or mental disability for up to two years.

c. Maternity. Written notice of the approach of maternity must be given by the employee to the Business Manager at least five months prior to the expected birth of the child. Leave of absence for maternity shall begin at least four months prior to the date of the expected birth of the child. Leave for this reason shall not be given credit on the salary schedule.

(1). The four-months provision may be waived at the discretion of the President, and with approval of the attending physician, if a qualified replacement cannot be obtained.

(2). A maternity leave of absence cannot exceed one school year in addition to the part of the school year following the birth of the child.

Section 2. Written requests for leave of absence must be addressed to the President of the College through regular channels and must contain the reason for the request, the effective date, the duration and a copy of orders if (a) on prior page or a signed statement from a physician if (b) or (c) on prior page and above.

Any employee who falsified his reasons for leave of absence to engage in other employment shall be considered as having terminated his employment with the College.

Any employee on leave of absence for specified reasons desiring to remain on leave of absence for reasons other than those originally specified shall make new application for further leave of absence under the terms of this Section, failing which he shall be considered as having terminated his employment with the College.

Section 3. Reappointment after a Leave of Absence:

a. Satisfactory evidence of physical and mental health must be filed with the Business Manager as directed before the employee is returned to duty.

b. Reassignment may be made after a leave of absence at the discretion of the President if a position is available for which the employee is qualified.

Section 4. Forced Leave of Absence

a. The Board of Trustees may at its discretion require any employee to submit a physical and/or psychiatric examination at any time. The Board of Trustees reserves the right to designate the physician or physicians administering such examinations, but the Board of Trustees must pay the examining physician's fee.

b. The Board of Trustees may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school designated physician and/or the school designated psychiatrist. This is subject to renewal at the discretion of the Board of Trustees.

c. In case an employee's record shows recurring absences which appear to be the result of chronic illness, the Board of Trustees may require the employee to visit his doctor at stated intervals.

ARTICLE XIV

WAGES

Section 1. Salary Schedule

a. The salary schedule for the period from July 1, 1971 through June 30, 1973 is attached hereto as Schedule "A" and all employees shall be entitled to compensation effective as of July 1, 1971.

b. Compensation now being received by employees for in-service training while employed by the Port Huron Area School District will continue to be paid in the same amount.

Section 2. Work Schedule. A workday shall consist of eight (8) hours not including lunchtime. Any work shift commencing at 1:00 p.m. or after but before 1:00 a.m. shall consist of eight (8) consecutive hours, including one-half (1/2) hour for lunch time. The work week shall be five (5) consecutive workdays, either Monday through Friday, or Tuesday through Saturday.

Section 3. Overtime

a. Overtime pay at the rate of time and one-half shall be paid for:

1. All work performed in excess of forty (40) hours in any one workweek.
2. All work performed on Sunday as such.

b. Overtime pay at the rate of two and one-half (2½) times the straight time rate shall be paid for work performed within the calendar days of January first (1st), Good Friday, May thirtieth (30th), July fourth (4th), Labor Day, Thanksgiving Day and Christmas Day.

c. There shall be no pyramiding of overtime and the foregoing provisions are not to be construed to require duplication of overtime payments for the same hours of work.

d. The College will endeavor to approach overtime as equally as possible among the employees when the qualifications are equal. The College reserves the right to approach overtime as it deems necessary.

Section 4. Shift Premium. All employees assigned to a shift commencing at 1 p.m. or after, but before 1 a.m. or employees who are required to work other than his regular work week will be paid on the basis of each step of the salary schedule, applicable in computing their compensation being Three Hundred (\$300.00) Dollars per year higher than that stated in Schedule A.

Section 5. Paid Holidays. The College agrees to pay for the following unworked holidays under the limitations and provisions set forth in this Agreement:

a. The holidays are New Year's Day plus one; Good Friday; Memorial Day; Independence Day; Thanksgiving Day plus one; Labor Day; Christmas Day plus one. No work shall be required on the above days nor any deduction made from salary for not working such days. If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday. The College President may make exceptions and/or substitutions in the holiday schedule provided not less than ten (10) holidays a year are observed.

b. 1. The employee is not a temporary employee as of the day of the holiday, and

2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday scheduled for him.

c. 1. Employees who have been laid off in a reduction of force during the workweek prior to or during the workweek in which the holiday falls shall receive pay for such holiday.

2. Employees with the necessary seniority who have been laid off in a reduction of force and who return to work following the holiday but during the week in which the holiday fell shall be eligible for pay for that holiday.

3. Employees who are receiving salary in the form of paid leave time or vacation during the workweek in which the holiday falls shall receive pay for such holiday instead of being charged with paid leave time for that day.

d. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday.

e. Employees eligible under these provisions shall receive pay at their regular straight time hourly rate exclusive of overtime premium for each such holiday.

f. Employees who work on any one of the above holidays shall be paid at the rate of two and one-half times under Section 3-b for all hours worked and holiday pay for the hours not worked, so that a total of eight (8) hours will be compensated for on this basis.

g. Employees who should have performed work on such holidays and do not do so shall not receive pay for the holiday.

h. In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be allowed as such holiday.

Section 6. Vacations

a. There shall be established two continuous weeks of annual vacation at the regular weekly base rate of pay for all regular full-time employees who have worked twelve (12) months or more prior to July 1, and one (1) week for all employees who have worked more than six (6) months but less than twelve (12) months prior to July 1. After seven (7) years as of July 1, up to twelve (12) years, there shall be three continuous weeks of annual vacation for all regular full-time employees. For all employees working twelve (12) years or more as of July 1, there shall be established four weeks of continuous annual vacation for all regular full-time employees. Vacations shall not be accumulative. Regular employees shall be defined as employees continuously assigned for the fiscal year ending on June 30 and on the seniority list as of July 1.

b. Upon accumulation of sixty (60) days of paid leave time under Article XII the employee will be entitled to one (1) day additional vacation time for each full day of paid leave time he has accumulated in excess of sixty (60) days, not to exceed ten (10) days.

c. The total vacation time for any employee shall not exceed four (4) weeks in any one fiscal year.

d. Because of the necessity of avoiding undue interruptions of work, it is recognized that the College retains the right of final determination for all vacations.

Section 7. Hospitalization Plan.

a. For the duration of this agreement, the College agrees to pay monthly premiums necessary to provide each full-time employee on a family contract basis with the service and benefits provided by Michigan Medical Service Family Income Plan and Michigan Hospital Service for the comprehensive plan with semi-private room (MVF-1) in accordance with the established or amended rules of such service. Such coverage shall commence as soon after the employee has started work as is allowed under the rules of the service.

b. No contributions will be made during leaves of absence and layoffs. Upon termination of employment all contributions shall cease.

c. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance thereof.

d. Employment of both husband and wife by the College shall not be construed as requiring the College to pay more than the total cost of providing for the coverage specified herein.

Section 8. Optical and Dental Insurance .

- a. The College agrees to contribute towards the cost of the Michigan Conference of Teamsters Health and Welfare Fund the sum of Two and 50/100ths (\$2.50) Dollars per week per union employee for each fiscal year commencing 1971/72 college year and Three (\$3.00) Dollars per week per union employee for the college year 1972/73, and to continue only as long as the group plan is offered by the Teamsters which will include the employees covered by this agreement. No part of such contribution may be applied towards premiums of any other insurance or hospitalization and no cash payment will be made to any employee in lieu of any such contribution by the College.
- b. No contributions will be made during leaves of absence and layoffs and upon termination of employment all contributions shall cease.
- c. Employees must have authorized a payroll deduction for the specific coverage, if the contribution by the College is less than the cost of the coverage, in order to be entitled to the contribution provided herein. Selection of coverage may be made at the time of hiring or at an annual date to be established by the College. Employees making no selection of coverage will receive no benefit under this provision.
- d. The College shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.
- e. By execution of this agreement, the College hereby authorizes the Union, who are signatories to similar collective bargaining agreements signed with the teamsters union, to enter into appropriate trust agreements necessary for the administration of the Michigan Conference of Teamsters Health and Welfare Fund to designate the union trustee and the employer trustee under such fund. The College shall in no way be held responsible for the operation of the fund and, therefore, waives all notice required in connection with the organization thereof.

ARTICLE XV

SAFETY OF EQUIPMENT

The College does not expect that any employee will be required to operate any equipment which is not in a safe operating condition or not equipped with such safety devices as may be required by law.

All defects in equipment shall be promptly reported on a form supplied by the College. In the absence of any such report, the College shall be entitled to assume that the equipment is in a safe operating condition and that employees will operate same.

ARTICLE XVI

MANAGERIAL RIGHTS

The College retains all the rights, powers and authority with which it was vested prior to recognition of the Union, except as specifically limited by express provisions of this Agreement.

ARTICLE XVII

WAIVER CLAUSE

Section 1. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on, the College and the Union, except as provided by law.

Section 2. This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between the parties. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 3. 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 or matter 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 Union, 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 or matter referred to, or covered in this Agreement, or 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 that they negotiated or signed this Agreement.

ARTICLE XVIII

STRIKES AND LOCKOUTS

The union agrees that so long as this Agreement is in effect neither the Union or any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on College property or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this Article, including any Union Steward or Committeemen condoning or participating therein, shall be subject to disciplinary action, including discharge. The College agrees that so long as this Agreement is in effect there shall be no lockouts.

ARTICLE XIX

SUBCONTRACTING

The policy of the Port Huron Junior College prior to the transfer of the assets and operations relative to subcontracting of work has operated on a fair and equitable basis. It is the intent of the parties that these policies will not be altered during the life of this Agreement.

ARTICLE XX

PRONOUNS

It is understood and agreed that reference to he, his or other masculine nouns shall be held and interpreted to read she or feminine nouns in the appropriate circumstances.

ARTICLE XXI

This Agreement shall continue in full force and effect until midnight, June 30, 1973, and from year to year thereafter, unless, prior to ninety (90) days before any expiration date, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which the notice is given.

It is further agreed, that following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

ST. CLAIR COUNTY COMMUNITY COLLEGE

By: _____

By: _____

WITNESSES:

TEAMSTERS LOCAL 214 STATE, COUNTY AND MUNICIPAL WORKERS, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

By: _____

Business Agent

WITNESSES:

ST. CLAIR COUNTY COMMUNITY COLLEGE

1971/72 & 1972/73 PAY SCHEDULE

SCHEDULE "A"

	<u>1971/72</u>		<u>1972/73</u>	
	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>
Maintenance Engineer	8,000	8,600	8,500	9,000
Maintenance Man	7,250	7,800	7,750	8,350
Custodian I	7,000	7,400	7,450	7,950
Custodian II	6,300	7,000	6,750	7,500
Custodian III	5,500	6,000	5,850	6,450
Custodian IV	5,350	5,750	5,700	6,000

Minimum rates for particular work classifications shall be in accordance with this salary schedule.

The rate shown at the A level shall be the starting rate in each classification. A new employee will continue to be paid at the A level until the end of the fiscal year (June 30) in which his probationary periods end.

Where transfers are made between job classifications involving increased responsibilities, such as from Custodian IV to Custodian III, the employee involved will be placed on the salary schedule at that point which will increase his salary one step above that which he had been receiving before such transfer.

Nothing in this agreement shall, however, be construed as preventing the College from granting individual progressions over and above the foregoing based upon merit, experience and ability.

A G R E E M E N T

AGREEMENT dated this 13th day of September, A. D., 1973, By and Between:

ST. CLAIR COUNTY COMMUNITY COLLEGE DISTRICT,
323 Erie Street, Port Huron, Michigan,

And

LOCAL 214, STATE, COUNTY and MUNICIPAL WORKERS,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA.

WHEREAS, the parties hereto have previously entered into an agreement dated June 30, 1971 for the terms and conditions of employment of Local 214 members by the College; and

WHEREAS, such agreement expired on June 30, 1973.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties as follows:

1. That the Agreement dated June 30, 1971 is hereby extended for a period commencing July 1, 1973 and expiring June 30, 1974 except as hereinafter provided.

2. That the salary schedule attached hereto as Schedule A shall govern the salaries for the period of the contract.

3. That Section 7, paragraph A of the original Agreement is deleted and the following substituted in lieu thereof:

Section 7, Paragraph A

For the duration of this Agreement, the College agrees to pay the monthly premiums necessary to provide each full-time employee, full family coverage under the MVF Blue Cross-Blue Shield Master Medical Plan, in accordance with the established or amended rules of the service. Such coverage shall commence

as soon after the employee has started work as is allowed under the rules of the service.

4. In all other respects, the Agreement dated June 30, 1971 is hereby extended.

WITNESSES:

Ruth O. Martin
Carl Schmeller

ST. CLAIR COUNTY COMMUNITY
COLLEGE DISTRICT

By Norman D Beauchamp
And Mary F Neil

WITNESSES:

[Signature]
[Signature]

LOCAL 214, STATE, COUNTY and
MUNICIPAL WORKERS, AFFILIATED
WITH THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA

By John L. Luel
Business Agent

ST. CLAIR COUNTY COMMUNITY COLLEGE

1973/74 PAY SCHEDULE

SCHEDULE "A"

	<u>A</u>	<u>B</u>
Maintenance Engineer	9,100	9,630
Maintenance Man	8,290	8,935
Custodian I	7,970	8,515
Custodian II	7,220	8,025
Custodian III	6,260	6,925
Custodian IV	6,100	6,425

Minimum rates for particular work classifications shall be in accordance with this salary schedule.

The rate shown at the A level shall be the starting rate in each classification. A new employee will continue to be paid at the A level until the end of the fiscal year (June 30) in which his probationary periods end.

Where transfers are made between job classifications involving increased responsibilities, such as from Custodian IV to Custodian III, the employee involved will be placed on the salary schedule at that point which will increase his salary one step above that which he had been receiving before such transfer.

Nothing in this agreement shall, however, be construed as preventing the College from granting individual progressions over and above the foregoing based upon merit, experience and ability.