

# AGREEMENT

Between

Lake Superior State University

AND

Lake Superior State University Education Support Professionals  
MEA-NEA

Effective July 8, 2021 through September 30, 2025

**Table of Contents**

	<u>Page</u>
SECTION 1. RECOGNITION .....	4
SECTION 2. DEFINITIONS .....	4
SECTION 3. MANAGEMENT RIGHTS .....	7
SECTION 4. AID TO UNIONS .....	7
SECTION 5. UNION SECURITY .....	7
SECTION 6. CHECK-OFF OF UNION DUES .....	8
SECTION 7. REPRESENTATION, STEWARDS AND ALTERNATE STEWARD.....	9
SECTION 8. SAFETY .....	10
SECTION 9. GRIEVANCE PROCEDURE.....	10
SECTION 10. ARBITRATION.....	13
SECTION 11. EMPLOYEE RIGHTS .....	14
SECTION 12. SPECIAL CONFERENCES .....	16
SECTION 13. SENIORITY .....	16
SECTION 14. LOSS OF SENIORITY .....	17
SECTION 15. SUPER-SENIORITY .....	17
SECTION 16. LAYOFF AND RECALL .....	18
SECTION 17. CONTRACTING AND SUBCONTRACTING .....	20
SECTION 18. PROBATIONARY EMPLOYEES .....	20
SECTION 19. NOTICE OF JOB VACANCY .....	21
SECTION 20. PROMOTIONS AND LATERAL TRANSFERS .....	22
SECTION 21. RECLASSIFICATION OF POSITIONS.....	24
SECTION 22. CONSOLIDATION AND ELIMINATION OF JOBS.....	25

SECTION 23.	UNION BULLETIN BOARDS .....	25
SECTION 24.	OVERTIME .....	26
SECTION 25.	SHIFT PREFERENCE.....	28
SECTION 26.	SHIFT EXCHANGE.....	28
SECTION 27.	SHIFT DIFFERENTIAL .....	28
SECTION 28.	REPORT-IN PAY .....	28
SECTION 29.	CALL-BACK PAY .....	28
SECTION 30.	WORK IN HIGHER CLASSIFICATION.....	29
SECTION 31.	REST PERIODS .....	29
SECTION 32.	WASH-UP TIME.....	29
SECTION 33.	PARKING.....	29
SECTION 34.	PLANNED AND UNPLANNED CLOSURES.....	29
SECTION 35.	HOLIDAYS .....	30
SECTION 36.	VACATIONS.....	30
SECTION 37.	SICK LEAVE.....	32
SECTION 38.	FUNERAL LEAVE .....	35
SECTION 39.	LEAVES OF ABSENCE .....	36
SECTION 40.	MEDICAL DISPUTE .....	39
SECTION 41.	PENSIONS.....	39
SECTION 42.	MEDICAL/PRESCRIPTION COVERAGE.....	40
SECTION 43.	DENTAL INSURANCE.....	41
SECTION 44.	VISION CARE INSURANCE.....	41
SECTION 45.	HEALTH INSURANCE CONTINUATION .....	42
SECTION 46.	LIFE INSURANCE .....	43

SECTION 47.	LONG TERM DISABILITY .....	43
SECTION 48.	WORKER’S COMPENSATION.....	43
SECTION 49.	LONGEVITY PAY.....	44
SECTION 50.	UNIFORMS .....	44
SECTION 51.	TUITION WAIVER AND DISCOUNTS .....	47
SECTION 52.	BOOKSTORE DISCOUNT.....	47
SECTION 53.	ADMISSION TO UNIVERSITY EVENTS .....	47
SECTION 54.	WORK WEEK.....	48
SECTION 55.	REDUCTION IN SCHEDULE.....	48
SECTION 56.	EMPLOYMENT OF STUDENTS .....	49
SECTION 57.	WORK OF SUPERVISION .....	50
SECTION 58.	WAGES.....	50
SECTION 59.	STRIKES AND LOCKOUTS.....	51
SECTION 60.	SUPPLEMENTAL AGREEMENTS.....	51
SECTION 61.	VALIDITY.....	51
SECTION 62.	TERMINATION OR MODIFICATION .....	52
APPENDIX A.	LIST OF APPROVED DISCIPLINARY FORMS.....	54
APPENDIX B.	CLASSIFICATION AND GRADE SCHEDULE .....	55
APPENDIX C.	EVALUATION.....	57
APPENDIX D.	ORAL PRESENTATION ESP UNION SUPPORT STATEMENT .....	66

## **AGREEMENT**

This Agreement is made and entered into this 8<sup>th</sup> day of July between Lake Superior State University hereinafter referred to as the "Employer" or "University" and the Lake Superior State University Education Support Professionals, MEA-NEA hereinafter referred to as the "Union."

This Agreement, which covers hours, wages and conditions of employment, shall be in effect from July 8, 2021 to September 30, 2025.

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. This contract is subject to amendment, alteration or additions only by subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

### **SECTION 1. RECOGNITION**

The Employer recognizes the LSSU/ESP/MEA/NEA as the exclusive representative of all regular full-time secretarial, clerical, special skills, facility attendants, grounds/maintenance/trades, central heating plant, food service, and public safety professionals employed at its Sault Sainte Marie Campus. The specific classifications of positions covered under this Recognition Section are listed in Appendix B.

### **SECTION 2. DEFINITIONS**

- 2.1 "Agreement" shall mean contract.
- 2.2 "Bargaining Unit" shall mean employees who are working 30 or more hours a week, and are represented by the LSSU/ESP/MEA/NEA.
- 2.3 "Call In" shall mean an instance when a bargaining unit member calls in to inform their immediate supervisor of an absence from work that was not previously approved.
- 2.4 "Classification Series" shall mean the ranking of a related series of jobs or positions in order of responsibility or difficulty, in which it is possible to progress from lower to higher, i.e. Secretary I, II, III; Facility Attendant I and II.
- 2.5 "Continuous Full-Time Employment" shall mean service of 30 hours or more a week for the Employer, not interrupted by termination, discharge or personal leaves of absence.

- 2.6 "District" shall mean major divisions of the bargaining unit as agreed upon by the parties and listed in the Agreement: (1) Secretarial; (2) Clerical; (3) Special Skills; (4) Facility Attendants; (5) Grounds, Maintenance and Trades; (6) Food Service; (7) Central Heating Plant, and, (8) Public Safety.
- 2.7 "Employee", the term employee, singular or plural (except where the Agreement clearly indicates otherwise) shall mean regular full-time personnel in the bargaining unit, represented by the Union; except for temporary and part-time employees who are excluded from the bargaining unit.
- 2.8 "Employer" shall mean Lake Superior State University, the Current Governing Board, and its representatives.
- 2.9 "Employment Status" shall mean an employee is: either approved to work regularly scheduled hours for which the bargaining unit member receives the negotiated wage; is on approved paid sick leave or paid vacation; or, is on approved leave of absence for which documentation is on record with the employer.
- 2.10 "Fringe Benefits" shall mean compensation received in addition to regular hourly compensation, as listed in the Agreement: Retirement; Health, Dental, Vision Care, Life and Long Term Disability Insurances; Longevity; Vacation; and Sick Leave, etc.
- 2.11 "Furlough" shall mean employment is terminated for a temporary defined period of eight (8) weeks or less, due to lack of work or financial exigencies.
- 2.12 "Grievance" shall mean an alleged violation of the express terms and conditions of this Agreement.
- 2.13 "Lateral Transfer" shall mean a change or transfer to another job classification or same job classification in another location at equal or lower rate of pay.
- 2.14 "Layoff" shall mean employment is terminated indefinitely, due to lack of work or financial exigencies.
- 2.15 "Part-time Employee" shall mean an employee, either regular or temporary, who is regularly scheduled to work less than thirty (30) hours per calendar week; these shall be excluded from the bargaining unit.
- 2.16 "Probationary Employee" shall mean a newly hired employee, serving a period of apprenticeship for a stated period of time, at a lower rate of pay than a regular employee in the same job, and is subject to dismissal by the Employer without recourse to the grievance procedure, except in cases where the Employer would dismiss due to participation in Union activity.
- 2.17 "Promotion" shall mean a change from one position to another of higher level and pay.
- 2.18 "Regular Part-time Employee" shall mean an employee who is regularly scheduled to work less than thirty (30) hours per calendar week; these shall be excluded from the bargaining unit.

- 2.19 "Regularly Scheduled" shall mean a particular pattern of scheduled work between 30 and 40 hours established in a previous similar work period.
- 2.20 "Review Conference" shall mean a meeting of the Union and University representatives for the purpose of finding a mutually acceptable solution to a grievance at the third step.
- 2.21 "Seniority" shall mean the length of time in service to the University served by the employee, as delineated by the type of seniority, i.e. "Campus-wide seniority" is accumulated since the date of hire; "Union seniority" is accumulated since entry into the Union; "District seniority" is accumulated since entry into the present district.
- 2.22 "Shift" shall be defined as follows: The first shift of any workday starts on or after 5:00 a.m., but before noon; the second shift starts on or after 12 noon, but before 8:00 p.m.; the third shift starts on or after 8:00 p.m., but before 5:00 a.m.
- 2.23 "Special Conference" shall mean a meeting between the Union and the Employer for the purpose of considering matters of mutual interest.
- 2.24 "Temporary Employee" shall mean an employee whose employment is limited in duration to less than sixty (60) calendar days; except when replacing regular staff members who are absent due to illness or leave of absence, and is established for (1) a specific project, or (2) augmenting the regular staff to meet the requirements of the Employer that may be occasioned by vacations, resignation, dismissal, increased workloads, or any other conditions that may create short-term staffing shortages.
- Temporary Employees are eligible to work in excess of eight (8) hours per day, or forty (40) hours per week, only after the Employer has exhausted the Overtime Lists and offered work to qualified probationary employees.
- 2.25 "University Day" shall mean a day when the Business Office of the University is open for business.

### **SECTION 3. MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (2) the right to change or introduce new or improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the job related standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation; (6) and the right to adopt reasonable rules and regulations which are not in conflict or disagreement with this Contract. This section is not to conflict or disagree with the Agreement between the parties and any state or federal law.

Management has the right to annually evaluate bargaining unit members. Reference Appendix C for the process and form.

### **SECTION 4. AID TO UNIONS**

The Employer shall not discriminate against, restrain or coerce any employee with respect to or because of the employee's membership or lawful union activity, nor shall the Employer initiate, create, dominate, contribute to or aid with the formation or administration of any labor organization.

It is agreed that neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee of the Employer, whether represented by the Union or not, with respect to their work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership, and further there shall be no solicitation of non-bargaining unit employees for Union membership or dues on Employer's time.

### **SECTION 5. UNION SECURITY**

To the extent that the laws of the State of Michigan permit:

An employee shall, as a condition of continued employment, either join the Union, continue membership in the Union, or pay to the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement, or, in the case of a probationary employee, on the first payday of the month following the probationary period, a representation fee per month in an amount established by the Union.

An employee who shall tender the periodic amount uniformly required by this section shall be deemed to meet the conditions of this section.



Employees shall be deemed to be in compliance with this Agreement within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues or representation fee.

The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or the representation fee.

## **SECTION 6. CHECK-OFF OF UNION DUES**

During the life of this Agreement and to the extent the laws of the State of Michigan permit as provided in this section, the Employer will honor voluntary dues or representation fees deduction authorizations submitted in writing by the employee to the Employer on a form provided for this purpose by the Union and the Employer. Such deduction will be made bi-weekly for September through June.

The Employer agrees to deduct bi-weekly for September through June the Union dues levied in accordance with the constitution and bylaws of the Union as certified by the Treasurer of the LSSU/ESP/MEA/NEA providing a deduction authorization has been signed by the employee and has been submitted to the Human Resources Office. The total amount of dues and/or representation fee deductions shall be sent to the local LSSU/ESP/MEA/NEA treasurer, as soon as practicable after the deductions are made. A list of names of employees for whom the deductions are made will be forwarded to the LSSU/ESP/MEA/NEA treasurer. The Union shall notify the Employer in writing of the name and address of the local union treasurer.

The Union will provide the Employer with any additional authorization for check-off of dues forms under which Union membership dues are to be deducted.

The Local Union President will be notified by the Employer of the names of employees terminating check-off following the end of the month in which the termination took place.

Any voluntary dues or representation fee deduction authorization form which is incomplete or in error will be returned to the Local Union President by the Employer.

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Local Union.

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sums other than that constituting actual deductions made from wages earned by the employee, as authorized by the individual employee in writing on the appropriate forms. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or Section 5 Union Security, or reliance on any list, notice, certification or authorization furnished under this section and/or Section 5 Union Security.

## **SECTION 7. REPRESENTATION, STEWARDS AND ALTERNATE STEWARDS**

- A. The Union shall have one (1) Chief Steward and one (1) Alternate Chief Steward who shall be a non-probationary employee.

In each district, employees shall be represented by one steward and one alternate who shall be a non-probationary employee working in the district.

Districts shall be set as follows:

1. Secretarial
2. Clerical
3. Special Skills
4. Facility Attendants
5. Grounds, Maintenance and Trades
6. Food Service
7. Central Heating Plant
8. Public Safety

The Employer and the Union may redistrict the bargaining unit from time to time by mutual agreement.

- B. The district stewards, during working hours, without loss of time or pay, in their own district and in accordance with the terms of this section, may if an aggrieved employee requests the assistance of a steward for the presentation of a first-step grievance, be permitted to leave their work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the stewards will perform their assigned work at all times, except when given permission to leave their work to handle grievances as provided herein. Any alleged abuse of either party will be proper subject for a Special Conference.
- C. The Chief Steward, during working hours, without loss of time or pay and in accordance with the terms of this section, may, if the aggrieved employee requests the assistance of a Chief Steward for a written second or third-step grievance be permitted to leave their work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the Chief Steward to leave work for these purposes subject to the necessary emergency exceptions. The privilege of the Chief Steward of leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Chief Steward will perform their assigned work at all times, except when given permission to leave work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

- D. The Alternate Chief Steward will be recognized by the Employer as the Acting Chief Steward if written notification by the Chief Steward or Union President is received by the Director of Human Resources. The written notification must state that the Chief Steward is not available and that they have appointed an Alternate Chief Steward. The Alternate Chief Steward will retain all rights and responsibilities as the Chief Steward.
- E. The stewards, or Chief Steward, upon entering the area of a supervisor other than their own, will personally notify that supervisor of their presence. In the event that the supervisor is not in the work area at the time the steward or Chief Steward enters the work area, the steward or Chief Steward shall notify the supervisor in writing of their presence.
- F. The Union will furnish the Human Resources Office with the names of its authorized representatives (officers, chief steward, stewards and their respective alternates), and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will in return, through the Human Resources Office, keep the Union advised as to its immediate supervisors and department heads or their respective designated representatives for the purpose of processing grievances.

## **SECTION 8. SAFETY**

The Employer and the Union recognize their responsibilities under the federal and state Occupational Safety and Health Act. The Employer agrees to provide safe places, safe conditions, safe practices, and safe appliances for the performance of work. The Union agrees that bargaining unit employees shall abide at all times by the established federal and state Occupational Safety and Health Act, and the University safety rules and regulations. The University will ensure employees are appropriately trained on safety matters and when employees are aware of safety concerns they will promptly report these concerns to their immediate supervisor, or other appropriate University safety staff.

## **SECTION 9. GRIEVANCE PROCEDURE**

The steps in the grievance procedure are as follows:

### **FIRST:**

- a. A bargaining unit member who has a grievance concerning their employment should promptly orally inform the bargaining unit member's immediate supervisor.
- b. The supervisor must be informed no later than ten (10) University days after the occurrence.
- c. Grievances related to payroll items must be presented within ten (10) University days after the payday concerned.
- d. The supervisor, after being informed of the oral complaint, must set a place and time within the next five (5) University days for the oral presentation of the grievance.

- e. The oral presentation will be held during the aggrieved employee's working hours without loss of time or pay.
- f. If the aggrieved employee wishes, the district steward may assist the bargaining unit member in the oral presentation. If the district steward assists the bargaining unit member, the Oral Presentation ESP Union Support Statement shall be completed. The Oral Presentation ESP Union Support Statement is located in Appendix D.

Following the oral presentation:

- a. If the aggrieved employee does not receive a satisfactory answer, or no answer, within five (5) University days the grievance may be submitted in written form.
- b. The written grievance will be submitted to the bargaining unit member's immediate supervisor or the immediate supervisor's designated representative, for a written decision.
- c. The written grievance must be submitted to the bargaining unit member's immediate supervisor or the immediate supervisor's designated representative, within the five (5) University days following an unsatisfactory answer, or no answer.

**SECOND:**

- a. A Second Step Grievance Hearing shall be set by the immediate supervisor or designated representative upon the receipt of a written grievance. The Second Step hearing shall be set within five (5) University days, time and place during the University's core hours without loss of time or pay to the aggrieved employee.
- b. Whenever possible, the Employer will attempt to schedule a second step grievance hearing contiguous to the grievant's working hours.
- c. A hearing shall be scheduled to occur within ten (10) University days of receipt of the written grievance by the Employer.
- d. The aggrieved employee shall have the District Steward's or the Chief Steward's assistance at the hearing.
- e. The aggrieved employee, Chief Steward, and Human Resources shall receive a copy of the written decision.
- f. The written grievance may be submitted to the Third Step if the aggrieved employee has not received a satisfactory answer, or no answer within ten (10) University days.

### **THIRD:**

The Human Resources Office shall be notified if the aggrieved employee is not satisfied with the answer at the Second Step.

- a. Notification shall be in writing within ten (10) University days from the Chief Steward's receipt of the written answer, or no answer, to the Second Step.
- b. A Review Conference shall be scheduled during University core hours without loss of time or pay by the grievant.
- c. The purpose of the Review Conference shall be the restating of the Union's and the University's positions. Both the Union and the University shall work toward a mutually acceptable solution of the grievance.
- d. Whenever possible the Employer will attempt to schedule the Review Conference contiguous to the grievant's working hours.
- e. The Review Conference shall be scheduled to occur within fifteen (15) University days after the grievant's submission to the Third Step.
- f. Union participants in the Review Conference shall be limited to the aggrieved employee, Chief Steward, Union President and a representative from the MEA.
- g. University participants in this conference shall include at least one University person other than the University representative who answered the grievance at a previous step, one of which may be at the Vice President level. If the University provides a written response to the Union's position presented in the Review Conference, a copy shall be sent to the Chief Steward and to the employee by email.

If a grievance which is arbitrable under Section 10 cannot be settled within ten (10) University days after the Third Step written response, it may be referred to arbitration. Notification of the Union's intent to do so must be made to the MEA representative's office.

Should the Union decide to carry the grievance to arbitration, the University's Human Resources Office must receive the Union's written request for arbitration within the time period specified in Section 10, Arbitration. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree upon a mutually acceptable arbitrator, the Union may file a request for arbitration with the Federal Mediation and Conciliation Service within the time period specified in Section 10, Arbitration.

Whenever time off work is granted to an aggrieved employee, Union President, Chief Steward, or Steward, as provided for in this grievance procedure, it shall be without loss of time or pay.

If a time limit is not observed by the aggrieved employee, the grievance shall be considered settled. However, at any step of the grievance procedure, the aggrieved employee and the Employer's representative may extend the time limit by mutual agreement in writing.

If the Employer's representative fails to answer a grievance in writing within the time provided in this grievance procedure or any mutually agreed extension of such time, the grievance shall be automatically advanced to the next higher level.

It shall be deemed to satisfy the statutory requirement of Section II of Act 379 of the Public Acts of 1965 that the Union be given the "opportunity to be present at such adjustment" if the Chief Steward receives a copy of any written decision.

The Association may file a grievance on behalf of its membership. The Association grievance may be filed at the Second Step. The Association grievance may be filed by the Chief Steward or President.

## **SECTION 10. ARBITRATION**

If the Union is not satisfied with the disposition of a grievance at the third level, it may, within ten (10) University days after receipt of the written answer from the Review Conference, give written notice of intention to go to arbitration to the Human Resources Office. If the parties are unable to mutually agree upon an acceptable arbitrator, the Union must file for arbitration with the Federal Mediation and Conciliation Service within thirty (30) University days after the Review Conference, with a copy of the filing notice sent to the Employer. If no such notice is given within the ten (10) University day period, and arbitration is not filed with the Federal Mediation and Conciliation Service within the thirty (30) University day period, the grievance shall be deemed settled and not subject to arbitration.

The Union shall initiate the process of arbitration. If the parties are unable to agree upon a mutually acceptable arbitrator, the arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The Union shall strike the first name; the Employer shall then strike one name. The process shall be repeated three times.

The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

In making the decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan Courts.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, a reasonable number of employees who are called to testify during an arbitration hearing during their assigned working hours shall do so without loss of time or pay. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the other party and to the arbitrator. Expedited Arbitration may be utilized by mutual agreement of both parties.

## SECTION 11. EMPLOYEE RIGHTS

### A. Discipline

No bargaining unit member shall be disciplined, including reprimand, suspension with or without pay, disciplinary demotion or discharge, without just cause. The Employer agrees to meet with the bargaining unit member to discuss any disciplinary action and to inform the bargaining unit member of bargaining unit member's right to representation at such discussion. When a request for representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Union is present.

An oral reprimand will be documented by the supervisor and placed in the employee's personnel file, with a copy to the Chief Steward. For any discipline beyond an oral reprimand, the Employer will present to the employee in writing, with a copy to the Chief Steward, the specific action to be taken and the specific reasons for such action. The forms to be used for documentation of disciplinary action will be agreed upon between the Union and the Employer, and a list of such forms with the approval date, will be appended to this Agreement.

A copy of any written disciplinary action will be placed in the bargaining unit member's personnel file. The bargaining unit member will be offered the opportunity to sign to indicate receipt of such a document. It is understood that such signature does not mean agreement with the content of the document.

If any disciplinary action requires an investigation, such investigation shall occur as soon as possible. Should the bargaining unit member be suspended pending investigation, such suspension shall be with pay during the period of the investigation. In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, provided that there have been no subsequent infractions documented in the file in the previous twenty-four (24) months.

Bargaining unit members ordered to leave their work for disciplinary reasons, shall, before leaving the Employer's premises, have the right to consult with the bargaining unit member's steward at a place and for a reasonable length of time provided by the Employer. Exception may be made to this provision, with immediate action taken by the Employer, to remove an employee from the premises in cases involving drunkenness, violence, willful destruction of property, or similar circumstances in which the bargaining unit member may hurt themselves or someone else. In such cases the Chief Steward will be notified immediately.

Should the bargaining unit member and/or Chief Steward believe the discharge or other disciplinary action to be improper, the objection shall be submitted in writing within five (5) University days to Step III of the Grievance Procedure. Failure to submit a written objection within five (5) University days constitutes a waiver of all claims concerning any such discharge or other disciplinary action.

Any disciplinary action taken by the University for an employee who allegedly abuses the bargaining unit member's accumulated sick leave balance must be subsequent to a Special Conference. Management must provide documentation and data to substantiate alleged abuse.

## B. Personnel File

Bargaining unit members have the right, twice in a contract year (Oct.- Sept.) to inspect the contents of their personnel file, (excluding initial employment references), during University business hours, upon filing of a written request for such inspection. Such inspection will be arranged within five (5) University days of submission of the request to the Human Resources Office. Bargaining unit members have the right to have a representative of the Union accompany the bargaining unit member in such a review of the bargaining unit member's file. The bargaining unit member's desire to do so shall be included in their written request. Managerial personnel shall be present at such an inspection.

Bargaining unit members will have the right to obtain copies of information contained in their official personnel file and will be charged for the cost of copying documents at the rate of 5 cents a copy. The above limitations do not apply for documents required by the employee or the Union for use in unemployment, worker's compensation, grievance, or arbitration hearings.

Bargaining unit members have the right to submit written, signed statements concerning negative evaluative reports and have them attached to the document involved, for inclusion in their personnel file. No negative material shall be placed in the bargaining unit member's file without the employee's knowledge. Bargaining unit members have the right and responsibility to submit documentation verifying any additional qualifications for employment they may have acquired since their date of hire, for inclusion in their personnel file.

## C. Discrimination

The Employer and the Union agree that neither will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence. Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party.

It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

## D. Consultation

The Employer recognizes that individual bargaining unit members and/or the LSSU/ESP/MEA/NEA Union have the right to address the current Governing Board. The Employer agrees to provide a copy of the Board Agenda and Board Minutes to the Union President.

## E. Employee Rights

In accordance with the Michigan Public Employment Relations Act (PERA), the University agrees to provide to the Union, upon request to the Human Resources Office, information which relates to the processing of grievances, administration of the Agreement, and the preparation and negotiations of the collective bargaining agreement.

The University will provide a copy of the Positions List to the Union President upon request.



## **SECTION 12. SPECIAL CONFERENCES**

Special Conferences between the Union and the Employer for the purpose of considering matters of mutual interest may be arranged and held at a mutually convenient place and time. Arrangements for such conferences shall be made in advance between the Union President and Chief Steward and the Office of Human Resources or the designated representative. Matters taken up in conference shall be confined to those previously agreed upon, unless mutually agreed to between the parties. Written notice of the matters to be discussed shall be given upon written request by either party. The members of the Union shall not lose time or pay for time spent in such conference. This meeting may be attended by a representative of the MEA. This meeting will be attended by a mutually-agreeable Vice President. Such conference may be tape-recorded, and each party shall be responsible for their own tape, if they elect to tape record the conference.

## **SECTION 13. SENIORITY**

"Seniority" when referred to in this Agreement shall be either campus wide seniority, union seniority, or district seniority. "Campus Wide Seniority" shall mean the amount of seniority accumulated by the employee as a regular employee of the University whether outside or within the bargaining unit. "Union Seniority" shall mean the amount of seniority accumulated by the employee within the bargaining unit. "District Seniority" shall mean the amount of seniority accumulated within that specific district.

Ties in District Seniority shall be resolved in favor of the employee with the most Union seniority. Ties in Union seniority shall be resolved in favor of the employee with the most Campus Wide seniority. Ties in Campus Wide seniority shall be resolved in favor of the employee with the earliest date on their application for their original hire into the University.

The seniority accrued by a bargaining unit member in a previous district shall remain frozen in that district in the case of a transfer to a position in another district. The frozen seniority may be used for all purposes in this contract in which seniority is a factor.

Seniority as referred to in this Agreement means campus-wide seniority except as it applies to promotions as provided for in Section 20, Promotions and Lateral Transfers, and Section 16, Layoff and Recall, and Section 25, Shift Preference.

Seniority will continue to accumulate during (a) periods of absence authorized by and consistent with this Agreement, (b) periods of absence due to a transfer to a position of the Employer not included within the collective bargaining unit, not to exceed one year accumulated seniority, and (c) periods of absence due to temporary layoffs (voluntary and involuntary) not to exceed twelve (12) months and (d) periods of absence due to work related injury and shall continue during the entire duration of the work related injury absence.

The Employer shall prepare and maintain a seniority list which shall show the names, the three seniority dates, and the job titles of all bargaining unit employees, including probationary employees even though they do not have seniority.

The Employer will provide the Union President with an up-to-date copy, at least every ninety (90) days, and also provide sufficient copies to post on each Union bulletin board, a list showing the three seniority dates of all regular bargaining unit employees and probationary employees in the union by district.

Annually, by November 1, during the term of this Agreement, the Employer shall give to the Union President the addresses of all employees represented by the Union as such addresses then appear on the records of the Employer. The Union President shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

#### **SECTION 14. LOSS OF SENIORITY**

An Employee's seniority shall terminate:

- A. If the employee quits, retires or is justifiably discharged.
- B. If, following a layoff, the employee fails or refuses to notify the Employer of the bargaining unit member's intention to work within fourteen (14) calendar days after a written notice, sent by certified mail of such recall, is sent to the employee's last address on record with the Employer, or having notified the Employer of their intent to return fails to do so within fourteen (14) calendar days after the Employer's notice is sent or upon the day established by the Employer for the bargaining unit member's return whichever is the later.
- C. If the employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- D. If the employee accepts employment elsewhere while on a leave of absence or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, the employee presents evidence satisfactory to the Employer that it was impossible for them to return to work at the expiration of such leave or vacation.
- E. If an employee is laid off for a continuous period of twenty-four (24) or more consecutive months.

#### **SECTION 15. SUPER-SENIORITY**

- A. Notwithstanding their position on the seniority list, the President and Chief Steward of the Union, shall in the event of a layoff only, be continued at work at all times, only during their term of office, when one or more departments are at work, provided they have the ability and qualifications to do the work available.
- B. Stewards shall, in the event of a layoff of any type in their district be credited with two (2) years additional seniority, only during their term of office, providing they have the ability and qualifications to do the work available.

- C. The President, Chief Steward and up to two (2) other members of the Union's negotiating team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the University's negotiating team to negotiate a new collective bargaining agreement for Employees represented by the Union. The date, time and place of such meetings shall be established by mutual agreement between the parties; however, the Union has the option of scheduling such sessions to be conducted after the close of normal University business hours for the purpose of having more members of their negotiating team available.

The Union shall indemnify and save the employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section, or reliance on any list, notice, certification or authorization furnished under this section.

## **SECTION 16. LAYOFF AND RECALL**

- A. When employees are to be indefinitely laid off or furloughed, due to lack of work or financial exigencies, the following procedure will apply:
1. Bargaining unit members shall not be displaced by non-bargaining unit employees. Temporary, part-time and probationary employees in the same district shall be removed prior to any involuntary layoff of bargaining unit members possessing the necessary training, basic qualifications, and physical qualifications for the jobs performed by such temporary, part-time and probationary employees.
  2. Employees will be laid off according to their seniority within their district (For the purpose of this section "districts" shall be the same as defined in Section 7, (A), Representation, Stewards and Alternate Stewards.), classification, and pay level providing that the greater seniority employees have the ability and qualifications to perform the available work. Bargaining unit members with higher seniority within the district and classification may, within two (2) University days of the furlough notice, volunteer to take the furlough.
  3. A laid off employee shall be transferred if they have the necessary training, qualifications, and physical qualifications for the job to be performed. A furloughed employee shall be transferred only if, at the time of transfer, they are fully qualified to perform the duties of the position without additional training. All transfers due to layoffs or furloughs will be initiated in the following order of priority.
    - a. To a vacancy, if any in the same district, classification, and pay level.
    - b. To replace an employee with the least seniority in the employee's district, classification, and pay level.
    - c. To a vacancy, if any, in another district in the same pay level.
    - d. To replace an employee with the least seniority in the same pay level.
    - e. To a vacancy, if any, in a district assigned to the next lower pay level.

f. To replace an employee with the least seniority in any lower pay level.

The above procedure (a. through f.) shall be applied for an employee who is displaced as a result of the application of this procedure until the displaced employee is transferred or laid off.

4. Employees shall not increase their employment status when exercising their rights under A.3. Employees shall be offered but are not required to accept a position of less than equivalent employment status, i.e. a full-time, less than full-time, twelve-month, nine-month, which is not equivalent to the employment status of the position which the employee is occupying at the time of reduction.
5. The Employer shall not be required to promote an employee at time of layoff or furlough unless the employee has previously performed the higher rated job and has the ability to do the work.
6. Human Resources will determine employee transfer rights in accordance with Section 16. Layoff and Recall, subsection A, parts 1-3. Human Resources will call a Special Conference to review this information with the Union at least five (5) University days prior to the notification to employees. The Union will be allowed to review Human Resource's transfer and offer comments. An employee who has been laid off or furloughed shall be notified of their transfer rights by the Human Resources Office. If the bargaining unit member denies the transfer, the bargaining unit member will be placed on the recall list. If no positions are available, the bargaining unit member will receive a notification of lay off and will be placed on the recall list.
7. Employees to be laid off for an indefinite period of time will be given a written notice of layoff, at least fourteen (14) calendar days prior to the effective date. In the event that the written notice is not given personally to the employee, the University shall send the notice of layoff, by certified mail, to the employee at the employee's address on file in the Human Resources Office.
8. Temporary closedown or partial closedowns of any operations shall be governed by Section 55. Reduction in Schedule.
9. Employees who accept a lower classified position within their classification series due to layoff or furlough, shall be restored to the former classification they held prior to the layoff or furlough without the utilization of the posting procedure for the vacant position if the employee possesses at the time for the restoration, the necessary training and basic qualifications, and physical qualifications for the job to be performed.
10. When employees are to be indefinitely laid off, due to lack of work or financial exigencies, the employee shall maintain their current pay scale (I or II) at the time of the position elimination/layoff.

The pay scale (I or II) will be applied to the pay level of the position the employee transfers to utilizing the bumping procedure. The employee will maintain that pay scale (I or II) for the duration of employment with the University unless the new position is specifically listed as paid at a pay scale I in Section 58, Wages. If a pay scale II employee transfers into a position listed as a pay scale I position in Section 58, Wages after the bumping procedure has been utilized, they shall be paid at pay scale I.

11. If a bargaining unit member is laid off, the University is not required to maintain the bargaining unit member's Medical/Prescription Coverage. If a bargaining unit member is furloughed and desires continued Medical/Prescription Coverage, both parties will continue to pay their portion of the Medical/Prescription Coverage amounts as defined in Section 42.

B. When employees are recalled from layoff, the employees shall be recalled in order of Union Seniority, provided they have the ability to do the work which is available. However, the Employer shall not be required to promote an employee at time of recall unless the employee has previously performed the higher rated job and has the ability to do the work. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the employee's responsibility to inform the Human Resources Office of any change in address. Recall provisions shall be limited to twelve (12) months from date of layoff.

The liability of the Employer for failure to apply correctly any provisions of this Section shall commence not earlier than ten (10) days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

C. An employee whose position has been eliminated shall be notified of their bumping rights by the Human Resources Office. If the employee is accepted in the position, they will receive the rate of pay of the position filled. If an employee is denied the position, the Human Resource Office will notify them of any additional bumping rights for which they are entitled and if there are no positions available, a notification of layoff.

## **SECTION 17. CONTRACTING AND SUBCONTRACTING**

It is not the Employer's intention to have work regularly and customarily performed by employees in the bargaining unit, performed on university premises by sources outside the University during the term of this Agreement. The right of contracting and subcontracting is vested with the Employer. No employee in the bargaining unit shall suffer a loss of wages, fringe benefits or seniority as a result of contracting or subcontracting. In the event any contracting or subcontracting by the Employer would displace normal work hours of any bargaining unit employee, the Employer will give ten (10) University business days prior notice to the Union President.

## **SECTION 18. PROBATIONARY EMPLOYEES**

An employee is a probationary employee for the first ninety (90) calendar days of employment, except for Public Safety Officers, whose period of probation is for a period of one-hundred eighty (180) calendar days. After completion of the first ninety (90) calendar days of employment, or one-hundred eighty (180) days for Public Safety Officers, the Employer may extend the probationary status for an additional period beyond the original ninety (90) or one-hundred eighty (180) calendar days, which must be communicated

to the employee in writing and include reasons for such extension so that the employee might be able to correct any deficiencies. The Union will receive notice of the extension and its length at the time the employee is notified. The Union may request a copy of an employee's evaluation when the probationary period is extended beyond 90 days. The Union will receive a copy of the evaluation only if the employee agrees in writing to its release. Upon completion of the probationary period, the employee shall be credited with that corresponding length of service and it shall be so entered on the seniority list(s).

Probationary employees shall receive a rate 25 cents per hour less than the regular rate for the position for a maximum of six (6) months.

The Union shall represent probationary employees for the purposes of this Agreement, except there shall be no seniority of or among probationary employees and their retention as employees shall be strictly within the discretion of the Employer.

## **SECTION 19. NOTICE OF JOB VACANCY**

- A. The Union will be given notice by email (or other mutually agreeable method of communication) of job vacancies to be filled within the bargaining unit and the University will wait five (5) University days following such notice before advertising the vacancy.

The notice of job vacancy shall contain the following information:

1. Position available
2. Department or location
3. Hours of work per week
4. Shift
5. Rate of pay
6. Job description web site
7. Nature of any test(s) to be administered.

Employees interested shall apply to the Human Resources Office within the five (5) University day notice period. Employees may also apply on-line after the Notice period and receive consideration along with other non-bargaining unit applicants.

- B. Notice of award or denial of the job shall be sent to all the applicants, if any, within ten (10) University days after the posting period. The Employer will notify the Chief Steward and President in writing of the person selected for any job vacancy in the bargaining unit.
- C. Jobs that are held open without posting for more than thirty (30) days will be subject for a Special Conference. The right of the Union to the grievance procedure will continue for ten (10) University days following the date of the above mentioned Special Conference, and will be presented at Step II of the grievance procedure.

## SECTION 20. PROMOTIONS AND LATERAL TRANSFERS

A. Promotions and lateral transfers shall be made on the following basis:

1. First consideration shall be given to employees in the district in the same classification series who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given to the employee with the most district seniority in the classification series.
2. In the event the promotion or lateral transfer is not made under (1) above, consideration shall next be given to other employees within the district in other classifications who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given to the employee with the most district seniority in the district.
3. In the event the promotion or lateral transfer is not made under (1) or (2), consideration shall next be given to other employees in the bargaining unit who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the promotion or lateral transfer, consideration shall be given to the employee with the most union seniority in the bargaining unit.
4. If no interest is shown from within the bargaining unit, or if applicants from within the bargaining unit do not have the ability to do the work, the manner in which the job will be filled will be at the sole discretion of the Employer.

B. For the purposes of promotions or lateral transfers, "ability to do the work" means that the Employer's knowledge or record indicate with reasonable certainty that the employee can competently perform the work in question.

Ability (qualifications), competency, as well as physical capability to perform work, will be determined by the Employer. For the purposes of this section, evidence or information provided by the applicant will be placed in the Employee's record and evaluated by the Employer in consideration of the applicant. In addition, weighing and assessment factors for determining ability to do the work may be comprised of any of the following parts in any appropriate combination: work-sample and performance tests, practical written tests where applicable, individual oral test, and/or tests to determine physical capability.

The statement of job qualifications as set forth in the official classification specification will be used in the evaluation and rating process of determining "ability to do the work".

Any test(s) used in determining qualifications for any bargaining unit position shall reasonably measure the entry level skills and/or knowledge required for that position. Any such test(s) shall be administered to and scored for all applicants for the position unless the applicant has taken an examination for a position in the same series of classes with similar examination content or held such position in the same series which required the use of the skill or skills to be tested. Classifications, in which an employee is placed on "alternate assignment", shall be considered as a similar classification

for the purpose of this evaluation. The results of any test(s) taken by bargaining unit members will be shared with the member.

Test results of the applicants shall not be considered as public documents. Test results will be stored in testing files and will not become part of an employee's personnel file, and will not be shared with any entity without written approval by the employee.

- C. An employee qualified for promotion or lateral transfer under the terms of Section A above and who has the ability to do the work shall be granted a four (4) week trial period to determine:
  - 1. The employee's desire to remain on the job, and
  - 2. The employee's ability to perform the job.

During the four (4) week trial period, the employee shall have the opportunity to revert to their former position. If it is the determination of the Employer that the employee's performance during the four (4) week trial period is unsatisfactory in the new position, the employee shall revert to their former position and notice and reasons shall be given to the employee in writing by the Employer with a copy to the Chief Steward.

An employee who receives a lateral transfer as a result of their position being eliminated or who is bumped from their position by a senior employee through the layoff process, shall not have a right to revert to their former position during the four (4) week trial period. If it is the determination of the Employer that the employee's performance during the four (4) week trial period is unsatisfactory in the new position, the employee shall have the right to be placed in another position pursuant to the provisions of Section 16.A.3. The a. through f. procedure shall be applied until the employee is transferred to another position or laid off.

The commencement of the four (4) week trial period may be delayed by the Employer if the Employer believes that the operations in which the employee is to be employed would not be representative of the full workload that the job entails. As soon as operations return to a full workload, the four (4) week trial period shall commence. At the Employer's initiative or in response to a request from the Union or an employee, the Employer, in its discretion, may extend the trial period for a period of time not to exceed two (2) weeks. Requests for extension of a trial period must be submitted in writing to the Human Resources Office.

- D. During the trial period employees will receive the rate of the position to which the bargaining unit member has been promoted or transferred.
- E. The President and Chief Steward will be notified by the Human Resources Office of all applicants for the job, and of the successful candidate.
- F. Employees will be limited to one lateral transfer in any twelve (12) month period.
- G. In the event that an employee shall become ill during the bargaining unit member's trial period, such trial period shall be extended until the bargaining unit member has worked an equivalent number of days to cover such illness, unless said illness totals less than five (5) days.



- H. For purposes of this Agreement, promotion is a transfer to a higher rated job intended to be permanent, and lateral transfer shall be defined as a transfer to another job classification or same job classification in another location at equal or lower rate of pay.

## **SECTION 21. RECLASSIFICATION OF POSITIONS**

The employer or the union may request a Special Conference to consider requests to change classification titles and classification pay levels.

When job descriptions are updated and new duties or qualifications are added to the job description, the Employer Reclassification process in Section A. Employer initiated Reclassification Process shall be initiated.

### **A. Employer Initiated Reclassification Process**

In accordance with Section 3, Management Rights, the Employer has the right to determine the work to be done, the extent to which work shall be performed by employees, and the job related standards to be met by employees. If the Employer feels that the work to be performed by any particular bargaining unit position has changed to the extent that the position should be upgraded to a higher classification level, the Employer will hold a Special Conference to inform the Union President and Chief Steward within thirty (30) University days of the promotion to a higher classification level.

If the Employer believes that a particular bargaining unit position has changed due to gradual shifts in work emphasis or where changing work conditions have effected changes upon a position, or where positions are altered for other reasons so that current classifications appear improper to the extent that the job should be down-graded to a lower classification level, it will meet in Special Conference within thirty (30) University days to review the position before down-grading to the lower classification level and wage rate.

### **B. Employee Initiated Reclassification Process**

Any bargaining unit member who believes that the nature of their job assignment has so changed due to gradual shifts in work emphasis or where changing work conditions have effected changes upon their position so as to warrant a review of the job description and/or classification shall discuss the matter with the immediate supervisor. Additionally, the employee may contact the Union representative. If the Union, after reviewing the matter, supports the employee's proposal, a written justification with specific reasons may be submitted to the Human Resources Office for further consideration. The University will schedule a Special Conference within thirty (30) University days after submission for review of the material.

1. Reclassifications apply to positions and not to persons. When such actions result in the elevation of a position to a classification in a higher pay level, such position shall be filled in accordance with the provisions of this Agreement for promotions.
2. When a position is reclassified and the incumbent has occupied the position for over one year and has a rating of "Meets" or better in their most recent annual evaluation, said incumbent shall be promoted without examination.

3. In accordance with Section 3, Management Rights, the Employer has the right to determine the work to be done, the extent to which work shall be performed by employees, and the job related standards to be met by employees. If the Employer believes that the work to be performed by any particular bargaining unit position has changed to the extent that the position should be changed from a nine-month position to a 12-month position, the Employer will hold a Special Conference to inform the Union President and Chief Steward within thirty (30) University days of the change. When a position is changed in this manner and the incumbent has occupied the position for over six (6) months, said incumbent will be awarded the position.
4. If the Union disagrees with the Employer's decision for reclassification, it will have recourse to the Grievance Procedure at the Third Step, provided it is filed within ten (10) University days from the date on which the Special Conference ended. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to establish or set new wage rates, or change any existing wage rate, but only to determine whether assignment to a pay grade is justifiable and reasonable and has been made in accordance with the process outlined in this section.

## **SECTION 22. CONSOLIDATION AND ELIMINATION OF JOBS**

The Employer agrees that any consolidation or elimination of jobs shall be subsequent to a Special Conference. Such Special Conference regarding this matter shall be held at least thirty (30) days prior to the elimination or consolidation of jobs.

The removal of an employee from their position due to a consolidation or elimination of their position shall be governed by Section 16, Layoff and Recall.

## **SECTION 23. UNION BULLETIN BOARDS**

- A. The Employer will provide thirteen (14) enclosed, locked bulletin boards, one (1) for each of the following buildings in mutually agreeable locations in the Administration Building, Brady Hall, Campus Shoppe (Bookstore), Central Heating Plant, Crawford Hall, Fine Arts Center, Library Building, Maintenance Building, Norris Center, Osborn Hall, Fletcher Center - Student Services Building, Considine Hall, Tech Center Building, and Walker Cisler Center, which may be used exclusively by the Union for posting notices of the following types:
  1. Notices of Union recreational and social events.
  2. Notices of Union elections.
  3. Notices of results of Union elections.
  4. Notices of Union meetings/trainings.
  5. Posting of Job Vacancies, Seniority Lists and Overtime Reports.

Any use not listed above shall be subject to approval by the Employer. Requests for approval shall be directed to the Human Resources Office.

- B. The Union shall have the inter-building use of the University mail delivery system for the distribution of notices and other communications relating to the Union business. The Union shall be assigned a campus mail box. It is specifically understood that the University will not provide mail franking privileges and that the use of the inter-building University mail delivery system will not be utilized for partisan political activity.
- C. Permission shall be granted to one (1) Union representative, selected by the Union and approved by the Employer, to post notices on Union bulletin boards during working hours without loss of time or pay. The supervisor's permission must be secured by the selected Union representative performing the posting prior to leaving work and a reasonable amount of time will be allowed to perform this posting function, with the representative to return to their duty station as soon as possible. Any alleged abuse of the posting privilege will be proper subject for a Special Conference.
- D. Employees represented by the LSSU/ESP/MEA/NEA may use classroom facilities on campus for Union business meetings, request and confirmation to be processed through the Human Resources Office. If special custodial service is required, the Union will reimburse the University for such service.

## **SECTION 24. OVERTIME**

### **A. Overtime Premium**

1. Time and one-half the regular straight time rate will be paid for all approved time worked in excess of eight (8) hours in an employee's workday. If an employee is assigned to work a mutually agreed upon schedule or shift in excess of 8 hours (for example, summer schedule of four 10-hour days), time and one-half will be paid for time worked in excess of the assigned shift. Shifts are defined as continuous hours worked, for example, four 10-hour shifts or five 8-hour shifts each week.
2. Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
3. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday, a sick day, or a vacation day for which the employee receives pay will be counted as a day worked.

### **B. Equalization**

1. Overtime lists will be maintained for each of the following Districts: Facility Attendants, Grounds, Maintenance, Trades, and Food Service. Overtime lists will not be used for Secretarial, Clerical, Special Skills, Central Heating Plant, or Public Safety. Employees wishing to be considered for overtime shall be required to sign their name to an overtime list maintained by the work area immediate supervisor. Employees shall be given an opportunity to add their name to the overtime list on April 1 and November 1 each year. An employee may delete their name from the overtime list at any time, without penalty.

An employee who is given more than 24 hour notice and refuses overtime work five (5) consecutive times once signed up for overtime will be removed from the overtime list. A removed employee can sign up again at the next opportunity to add their name to the overtime list.

2. For non-probationary bargaining unit members, the overtime list shall be made available to employees to sign up for five (5) working days. Once the lists are complete the employer will list employees highest in descending order of seniority by district for use on a rotational basis so that opportunity for overtime is distributed on as equitable basis as possible among employees having the ability to do the work assigned.

For probationary bargaining unit members, the overtime list shall be made available to employees to sign up for ten (10) working days after hire date. Probationary employees will have an opportunity for overtime according to paragraph 4, of this section. Probationary bargaining unit members are not part of the rotation until the probationary period has ended.

3. When no employees are available to work overtime in a district, other employees from other districts having the ability to do the work may be called to work overtime.

For purposes of equalizing overtime among employees of the Secretarial, Clerical, and Special Skills districts, the equalization of overtime will be exercised only among employees of such districts who are employed in common work areas.

4. Overtime will be offered in the following priority:

- a. Within a district, to those in the job classification in which the overtime applies, however, bargaining unit employees who are assigned to a particular facility either as part of a regular assignment or on an alternate assignment or project assignment, shall be offered any unscheduled or unanticipated overtime in that facility which extends beyond the normal daily work shift, in order to complete a specific project or work assignment,
- b. Within a district to those having the ability to do the work,
- c. Other districts to those having the ability to do the work,
- d. Probationary employees within the district with the ability to do the work.

5. Any employee whose name is on an overtime list and refuses overtime shall have such refused overtime equated as overtime worked; and such refusal shall be documented. The overtime lists reflecting overtime opportunities worked and refused shall be posted on the appropriate union bulletin boards monthly and a copy provided to the Union President.

6. Employees will not be called for overtime work scheduled for any date in which the employee is off work on approved leave.

7. Any modifications made to equalization of overtime during the term of this Agreement, must be agreed to between the University and the Union.

### C. Compensatory Time

Compensatory time shall not be awarded in lieu of overtime.

### **SECTION 25. SHIFT PREFERENCE**

The Employer will, upon written request to the Human Resources Office, make shift assignments on the basis of district seniority within the classification series as job vacancies occur per Section 19. NOTICE OF JOB VACANCY, providing the employee can meet job requirements and the bargaining unit member's replacement is available.

### **SECTION 26. SHIFT EXCHANGE**

Public Safety Officers may exchange shift assignments so as to accommodate their personal schedules. Such exchanges may be arranged so long as all employees involved agree to the exchange, the Director of Public Safety is notified and approves of the proposed exchange in advance, and the exchange will not cause the University any additional expense of any kind. Both the request from the employees and the response from the Director of Public Safety shall be in writing. Should the Director of Public Safety not approve the shift exchange, the Director shall provide reasons in the written response.

### **SECTION 27. SHIFT DIFFERENTIAL**

Employees who commence work during the second or third shift shall receive, in addition to their regular pay, forty (40) cents per hour and sixty (60) cents per hour, respectively, additional compensation. Such differential will be paid for all hours worked on a shift.

Employees will be paid a weekend differential of forty (40) cents per hour for Saturday and/or Sunday work when the Saturday and/or Sunday is a regularly scheduled work day of an employee's normal work week. Such weekend differential shall not be used in computing second and third shift premium, or any payment for hours not worked.

### **SECTION 28. REPORT-IN PAY**

Employees who report for scheduled work and no work is available will receive three (3) hours pay at the bargaining unit member's regular straight time rate.

### **SECTION 29. CALL-BACK PAY**

Employees reporting for duty at the Employer's request for work which is outside of and not continuous with their scheduled work period, shall be guaranteed three (3) hours pay at the rate of time and one-half their regular rate of pay.

## **SECTION 30. WORK IN HIGHER CLASSIFICATION**

Employees temporarily assigned four or more consecutive hours to a classification with a higher rate, shall receive the rate for the higher classification.

Employees assigned to a higher classification as part of their regularly scheduled shift, shall receive the rate for the higher classification for hours scheduled to work in the higher classification.

## **SECTION 31. REST PERIODS**

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The period of fifteen (15) minutes shall be the time away from work and shall include time spent going from the work location and any other location. The rest period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. Employees may be disciplined for being late from breaks.

## **SECTION 32. WASH-UP TIME**

Employees will be given such time as necessary and reasonable, as required by the nature of the job, prior to the end of shift to wash up and change uniforms, if used.

## **SECTION 33. PARKING**

No parking fees shall be charged to employees within the bargaining unit for parking on campus one (1) registered vehicle at any time in available adjacent parking areas during the term of this Agreement. Violation of this restriction may subject the individual employee to revocation of the free parking privilege. New employees must register their vehicles at the time of hire. All employees must display on their vehicles at all times and in the designated manner, the proper parking permit. This Agreement does not exempt any employee from the payment of any parking fines for violation of published parking regulations.

## **SECTION 34. PLANNED AND UNPLANNED CLOSURES**

- A. The University understands that employees have established work schedules per their job assignments and job descriptions. Occasionally and for numerous reasons the University may close some or all of their operations. Some of these closures may be planned and some are the result of unforeseen circumstances. In these cases, bargaining unit employees will not lose pay for time that they were regularly scheduled to work.
- B. The University may require regularly scheduled employees to work as needed and require them to report to work during the period of the closure. The University will make every attempt to notify employees in a timely manner, if they are needed during any type of closure. Employees that are needed and who are regularly scheduled to work and report for work when the University is closed will be granted equivalent time off work with pay. Such time off with pay must be taken within sixty (60) days or it will be lost.

## **SECTION 35. HOLIDAYS**

- A. The following legal holidays shall be observed: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition, four (4) paid declared holidays will be granted: the day after Thanksgiving Day and either the day before or the day following three (3) of the legal holidays to be announced annually in advance. When a holiday falls on a Sunday, it shall be observed on the following Monday; and when a holiday falls on a Saturday, it shall be observed on the preceding Friday and any provisions concerning holiday pay or holiday time off shall, in such event, apply to such Monday or Friday on which the holiday is observed.
- B. Full-time employees, other than employees on layoff (except as otherwise herein provided) or on any long-term leave of absence, shall receive eight (8) hours pay at their hourly rate for the holiday, provided the employees meet the following eligibility requirement:
- They work their last scheduled workday prior to and their first scheduled workday following the holiday, or they have an excused absence for the aforementioned days. An absence will be considered excused if:
- a. The absence was due to sick leave, as defined in Section 37,
  - b. The absence was due to pre-approved vacation, or
  - c. A pre-approved short-term leave of absence of two weeks or less.
- C. In addition to the holiday pay as provided in paragraph B above, employees who work on the holiday will be paid for the time worked at one and one-half times their hourly rate. To the extent that time worked is paid pursuant to this section, it shall not be considered time worked under Section 24, Overtime, Subsections A and B.
- D. If employees are laid off during the Christmas recess, they will receive holiday pay for the holidays scheduled to be observed during the Christmas recess.
- E. Employees who are on Voluntary Reduction of scheduled hours (as described in Section 55, "Reduction in Schedule") will receive holiday pay in proportion to regularly scheduled hours, providing they meet the eligibility requirements listed in Subsection B above.

## **SECTION 36. VACATIONS**

### **A. Eligibility for Vacation**

Vacation time begins to accrue with the date of employment, but does not become available to the employees until they have completed six (6) calendar months of employment. Therefore, employees shall not be eligible for paid vacation time or receive pay in lieu of vacation time, before it accrues, or before they have completed six (6) calendar months of employment.

## B. Vacation Accrual

Maximum vacation shall accrue to employees in the bargaining unit as follows:

- during the first year of employment, one day per month, or 3.7 hours per pay period
- during second through seventh year of employment, 1 1/4 days per month, or 4.6 hours per pay period
- during eighth through fourteenth year of employment, 1 1/2 days per month, or 5.6 hours per pay period
- after fourteen years, 2 days per month, or 7.4 hours per pay period

Bargaining Unit Members shall accrue vacation time in proportion to straight time hours paid each pay period. Vacation time shall accrue to employees on a bi-weekly basis. Accrued vacation time shall not exceed two hundred eighty-eight (288) hours.

## C. Pay in Lieu of Vacation Time

Employees will receive pay in lieu of paid vacation time (i.e. without taking actual time off from work) only under the following circumstances:

1. Retirement
2. Termination
3. Resignation
4. Indefinite layoff, after recall rights are exhausted.
5. Death, in which case the beneficiary will be paid.

## D. Pay for Accrued Vacation Time

1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken times the number of hours of accrued vacation time scheduled and used (not to exceed 8 hours in a day or 40 hours in a week) and shall be paid to the employees on their regular pay day.
2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Paragraph C occurs, times the number of hours of accrued vacation time up to a maximum of two hundred eighty-eight (288) hours.

## E. Scheduling of Vacations

Vacation time off shall be taken at the convenience of the department or office in which the employee works. It shall, however, be the Employer's responsibility to insure the employee an opportunity for vacation time off within the allowable period during which vacations may be taken, and the Employer will make a sincere effort to accommodate the vacation plans of the employee, provided, however, that the Employer may elect to close down any or all of its operations and schedule vacations during the close-down period.



It is expected that employees will take at least ten (10) days of vacation a year. Where possible, departments may request employees to schedule their vacations by April 1 for the remainder of the year. In case of conflict between employees as to scheduling of vacations, such conflict shall be resolved in favor of the employee with the greatest seniority. If the employee does not take the vacation as requested, or does not schedule the vacation by April 1, where requested, seniority shall be waived and the time off shall be granted on a first request basis thereafter for the balance of the calendar year.

Requests for vacation days will be acted on no later than five (5) University days following receipt of the request from the employee.

#### F. Vacation in Lieu of Sick Leave

At the request of an employee, an absence covered by Section 37, Sick Leave, may be charged against accrued vacation time after all payments under Section 37, Sick Leave, have been exhausted only if the bargaining unit member has been approved for FMLA.

#### G. Holidays during Vacation

If a day observed by the Employer as a holiday as provided in Section 35, Holidays, occurs during employee's vacation, they shall, if otherwise eligible for it, receive holiday pay and will not have time off charged against accrued vacation time.

#### H. Challenges to Vacation Accrual Balance

No vacation leave balance will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of the challenge.

### **SECTION 37. SICK LEAVE**

- A. Employees in the bargaining unit shall accrue and be credited with a maximum of thirteen (13) workdays (or 104 hours) of sick leave with pay per year. Such sick leave shall accrue to the employee on a bi-weekly basis (a maximum of 4.0 hours per pay period), in proportion to hours each pay period. Maximum accrual is one hundred fifty (150) working days, or one thousand two hundred (1,200) hours. Employees may use accrued sick leave after they have completed their first month of service.
- B. Sick leave shall be available for use by employees for the following purposes:
  - 1. Acute personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job. Bargaining unit members returning from sick leave of more than three (3) days duration must provide a doctor's written release to return to work.
  - 2. Illness or incapacity associated with pregnancy when a physician certifies that the employee is unable to perform the duties of the position.

3. Absences from work by reason of quarantine by a public health officer because of exposure to contagious disease which, according to public health standards would constitute a danger to the health of others by the employee's attendance at work. A letter from the health department or a State of Emergency required for absence(s).
  4. Employee's medical, eye, and dental appointments, to the extent of time required to complete such appointments. Request for leave shall be submitted ten (10) University days prior to the date of the appointment whenever possible and shall give the appointment time and location. Request not submitted ten (10) University days prior to the date of appointment require a slip from the appropriate office confirming attendance at the appointment for payment of sick leave.
  5. Absences required by the illness or injury to members of the immediate household, who, in this instance, may include the following: spouse, children, stepchildren, foster children, grandchildren, parents, stepparents, foster parents, grandparents, parents-in-law, brothers, sisters, and other dependents. Absences in these instances will only be granted when no other arrangements can be made for the care of these members of the immediate household. Absences in these cases will be limited to five (5) days per incident.
  6. FMLA qualifying absences required by the illness or injury to members of the immediate household, who, in this instance only include the following: spouse, children, stepchildren, and foster-children. The employee must be approved for FMLA through the Human Resources Office.
  7. For Funeral Leave as stated in Section 38.
- C. All employees shall accumulate sick leave from the date they are hired.
  - D. Employees who have exhausted sick leave credit and are still unable to return to work, may at the employee's request be paid from any unused vacation credits.
  - E. Employees who are laid off shall have credited to them any unused sick leave earned, effective under the terms of this section at the time they are recalled. This provision shall not apply to rehires.
  - F. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, or who are members of the Armed Forces during a declared national emergency, shall, upon re-employment by the University, have credited any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
  - G. Employees who transfer from one classification to another shall transfer with them any unused sick leave.
  - H. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken times the number of hours of accrued sick leave used (not to exceed 8 hours in a day or 40 hours in a week) and shall be paid to the employee on regular pay days.

I. At the conclusion of an employee's sick leave, or medical leave, the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine the employee's fitness to return to their regular work.

J. Pay in Lieu of Sick Leave

Employees who most recently were hired into the University prior to January 1, 1990 will receive pay in lieu of paid sick leave time (i.e. without actually taking time off from work) only after completion of one calendar month of employment and then only under the following circumstances and as provided below:

1. Employees who separate from the University for retirement purposes, in accordance with the provisions of the retirement act, shall be paid for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days.
2. Employees who retire on or after age 65, or retire due to a total and permanent disability, shall be paid for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days.
3. In case of the death of any employee, payment of accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days shall be made to the beneficiary.

Pay in lieu of sick leave time shall be at the employee's hourly rate, at the time the event set forth in Paragraph K occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours or one hundred (100) working days.

K. The Employer and the Union recognize that the granting of sick leave by the Employer allows the employee to receive compensation for hours not worked due to absence caused by illness or incapacity (as strictly set forth above). Further, the annual amount of sick leave credited each employee does not represent the **expected normal usage**. Rather, the annual amount which is accrued should enable the normal accumulation of sick leave for protection of the employee against any future extended illness or incapacity.

L. Donation of Sick Leave

Individual bargaining unit members may donate accrued sick leave days to provide a bargaining unit member with additional sick days when that bargaining unit member has exhausted all sick leave and vacation time. The employee shall make the request, in writing, to the Human Resources Office. To qualify, the request must be for a minimum of five (5) continuous workdays and be an approved FMLA absence. Each bargaining unit member is limited to a maximum of forty (40) workdays of donated sick leave per calendar year.

In the event of an employee or an employee's spouse, children, step-children, and foster children suffering from a catastrophic illness, one that requires extensive hospitalization and/or recurring treatments, such as leukemia, cancer and/or a critical injury, the employee shall be allowed to use donated sick leave without meeting the required minimum of five (5) continuous workdays off work with a doctor's approval. The usage of the donated sick leave in these instances may result in an

employee being off work for shorter periods of duration, such as for one or two days for required treatment. An employee may be required to provide medical documentation to verify dates, times, and placement of such treatment. Failure to provide the required documentation may result in the employee's absence being charged to time-off without pay.

#### M. Challenges to Sick Leave Accrual Balances

No sick leave balance will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of the challenge.

#### N. Sick Leave Abuse

Finally, because of limited staffing resources, any sick leave use or abuse has a severe impact on University operations and places an undue burden on other employees who remain on the job. In keeping with these specific statements of joint recognition, and to ensure compliance with their intended purposes, the parties agree that a bargaining unit member who allegedly abuses sick leave may be subject to the University's disciplinary procedures. Any disciplinary action taken by the University in this area must be subsequent to a Special Conference. Management must provide documentation and data to substantiate the alleged abuse.

Sick Leave Abuse is defined as a pattern of call-in absences for sick leave, that occur adjacent to a bargaining unit member's scheduled days off, weekends, holidays, vacations, or any other day the bargaining unit member was not scheduled to work. Within this section, a call-in absence is defined as a sick leave request that is not approved in advance by the immediate supervisor, or a sick leave request that is not accompanied by a doctor's note.

### **SECTION 38. FUNERAL LEAVE**

- A. If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave with pay. The immediate family is defined as spouse, son, daughter, brother, sister, the father or mother, stepparent, or foster parent, stepchildren or foster children, grandparents or grandchildren, of either employee or spouse, or a person having lived in the employee's household for one calendar year or more before death.
- B. If the death occurs among other relatives of an employee, the employee shall be granted up to three (3) day[s] of leave with pay chargeable to sick leave, *if required*.
- C. Additional leave may be granted in special cases, subject to approval of the University, such additional leave charged to accrued vacation, or taken as leave without pay.
- D. Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral or serve as pallbearers of a fellow employee or former employee without loss of pay.

## **SECTION 39. LEAVES OF ABSENCE**

### **A. Short Term Absence Without Pay for Personal Reasons**

An employee may be granted an absence for personal reasons without pay with the recommendation of the supervisor. Such absence shall not exceed two (2) weeks at any one time except during close-down of any or all of the Employer's operations. Benefits for those on short-term leaves remain as delineated in other sections of the Agreement.

### **B. Extended Leave of Absence Without Pay for Personal Reasons**

A non-probationary employee may be granted, at the sole discretion of the Employer, a formal leave of absence without pay for personal reasons for a period not to exceed six (6) months. Such a leave may be extended for additional periods, but leave and extensions shall not exceed one (1) year. In no event shall such a leave be granted to enable an employee to work for another employer or in self-employment. Applications for extended leaves of absence of more than two (2) weeks duration must be submitted two (2) weeks in advance and must be approved by the employee's department head before being sent to the Human Resources Office for consideration.

### **C. Family and Medical Leave**

Employees are eligible for a Family/Medical Leave (FML) if they have been employed by the Employer for at least twelve (12) months. Employees must have worked at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Family and Medical Leave will be administered in accordance with the Family and Medical Leave Act of 1993.

### **D. Extended Medical Leave of Absence**

A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave payments under Section 37, Sick Leave, and vacation payments under Section 36, Vacations, and Family and Medical Leave under Section 39(C) may be granted a leave of absence without pay or benefits upon furnishing evidence of disability satisfactory to the Employer.

The leave of absence may be for the period of continuing disability, but not to exceed three (3) months, unless extended by the Employer. In no case, however, shall a Family and Medical Leave, Extended Medical Leave and any extension of Extended Medical Leave exceed one (1) year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

#### E. Jury Duty and Witness Service

1. Employees who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena, and who are not party to the action, shall be paid for such time lost at their hourly rate. An employee temporarily excused from attendance at court shall report for work during the excused period.
2. Employees are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a state car and are not eligible for travel reimbursement from the University.
3. If an employee's absence would impair departmental operations, the University may petition the court to excuse the employee from jury duty.

#### F. Temporary Military Leave of Absence

1. Non-probationary employees who are members of a reserve component of the armed force of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence for active duty training shall be with pay equivalent to the difference between the employee's military pay and their regular pay for each day of absence from scheduled University employment, if their military pay is less for those same days. Such leave shall not exceed fifteen (15) calendar days of absence from scheduled employment in any calendar year. Employees taking temporary military leave during their vacation will receive full pay.
2. Employees in full pay status shall be entitled to holiday pay for a designated holiday which occurs or is observed during the period of their temporary leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of University pay for the holiday.
3. If active duty training exceeds fifteen (15) days in any calendar year, employees may elect to be placed on regular military leave of absence without pay, or use accrued vacation days, for the remainder of the period of training. The leave and right to restoration to their former position shall be terminated, if employees fail to return to their position within fifteen (15) days of release from training duty and/or from date of discharge from hospitalization incident due to that training.

#### G. Emergency Military Leave of Absence

1. Non-probationary employees who are members of a reserve component of the armed forces and are ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's military pay and their regular University pay for each day of absence from scheduled University employment, if their military pay is less for those same days, but shall not exceed thirty (30) consecutive calendar days.
2. Holiday pay shall be handled as prescribed in Temporary Military leave of Absence (F).

3. Should the period of state emergency duty exceed thirty (30) consecutive calendar days, employees may elect to be placed on regular military leave of absence without pay, or use accrued vacation days for the remainder of the duty period. Upon release from state emergency duty, employees shall be restored immediately to their former positions.

#### H. Regular Military Leave of Absence

Military leave shall be granted to eligible employees in accordance with applicable federal and state law. Non-probationary employees who enter military service in the armed forces of the United States under the provisions of the Selective Service Law, by call to duty or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fulfill their military obligation. The leave and right to restoration to their former position shall automatically terminate if employees voluntarily remain in military service beyond the period of time required by selective service law.

#### I. Educational Leave for Veterans

Non-probationary employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leave of absence without pay for a period equal to their seniority but not to exceed two (2) years, in order to attend school on a full-time basis under applicable Federal laws in effect on the date of this Agreement.

#### J. Full-time Assignment with Union

A non-probationary employee who accepts a full-time assignment with the Union by election, appointment or hiring shall be granted a leave of absence not to exceed two (2) years, without pay and without loss of seniority, for such purpose, and provided such leave of absence is requested, in writing, to the Human Resources Office by the Union at least fifteen (15) regularly scheduled working days before the start of such leave.

No more than one employee shall be granted a leave of absence for this purpose at any one time.

#### K. Union Education

Leave of absence without pay will be granted (upon receiving one week's written notice) to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed two (2) employees from any one department at any one time, provided other employees are available to perform their work. The number of working days will not exceed five (5) for each employee for a combined total of fifteen (15) working days per contract year during the term of this Agreement.

#### L. General Conditions

During an extended leave of absence without pay of more than two (2) weeks duration, an employee will not accrue vacation or sick leave, will not be eligible for holiday pay, or be eligible for any payments for time off work provided by this Agreement.

Subject to, and consistent with the group life insurance or health care protection plans in which the employee may be enrolled, coverage may be continued during a leave of absence of more than two (2) weeks duration, provided direct payment of the total monthly premium is made through and as prescribed by the Employer, to the Human Resources Office.

During a leave of absence without pay, the Employer's contributions to the Michigan Public School Employees' Retirement System and/or TIAA are discontinued and benefits do not accrue, are not forfeited, nor can they be withdrawn. Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for up to one (1) year of a personal leave without pay and shall be retained thereafter.

An employee who obtains leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

#### M. Return from a Leave of Absence

Applications for reinstatement from an extended leave of absence [more than two (2) weeks duration] must be made to the Human Resources Office before the leave expires. If returning from a medical leave, the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine the employee's fitness to return to work, and provide written release to do so.

An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less, shall, upon return from such leave, be given their former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given their former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. In such event the employee shall be placed at the top of the layoff list.

### **SECTION 40. MEDICAL DISPUTE**

In the event of a dispute involving any employee's physical ability to perform the bargaining unit member's job or the employee's fitness to return to work at the University and the employee is not satisfied with the determination of the physician or physicians designated by the Employer, the employee may submit a report from a physician of the bargaining unit member's own choosing and at the bargaining unit member's own expense. If the dispute still exists, at the request of the Union, the Employer through its designated physician and the employee's physician shall agree upon a third physician to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be equally shared by the Employer and the employee.

### **SECTION 41. PENSIONS**

For bargaining unit members first hired before January 1, 1996, the pension system shall be that of the Michigan Public School Employees' Retirement System administered by the Michigan State Retirement Board.



The Employer agrees to pay the full expense of the retirement plan based on the aggregate annual compensation earned by all bargaining unit employees of the Educational Support Professionals MEA/NEA under the non-contributory basic plan, or the Employers' share of the Members Investment Plan (MIP), into the pension fund of the Michigan Public School Employees' Retirement System.

Bargaining unit members will receive a 8% contribution of gross earnings with Teachers Insurance Annuity Association (TIAA) beginning with the first pay period immediately following their date of hire and will serve a three-year vesting period prior to eligibility in order to access these pension funds. Vesting service credit is given for a calendar year in which eight hundred (800) or more hours are worked.

After the vesting period, a bargaining unit member may choose to contribute, up to, an additional 3% of their gross earnings which will be matched by the University; for a total of 14%.

## **SECTION 42. MEDICAL/PRESCRIPTION COVERAGE**

### **A. Coverage**

Each full-time bargaining unit employee scheduled to work 30 or more hours a week, shall be eligible for the following health insurance coverage under the Community Blue PPO Program, Plan 2, with the U.P. Blue rider and HCR (health care reform), MHP-2 (mental health parity) riders, preferred drug program with the mail-order option, prescription drug rider with a \$5 co-pay for generic prescription drugs, with a \$25 co-pay for preferred brand name prescription drugs and a \$50 co-pay for non-preferred brand name prescription drugs. There will be a calendar year deductible of \$500 per single contract and \$1,000 per two-person or family contract. Out of network deductibles per calendar year will be \$1,000 per single contract and \$2,000 per two-person or family contract. Out of network percent co-pays equal to 40% of approved amount for most out of network services apply once the deductible has been met. The annual dollar maximum for out of network co-pays is \$3,000 per single contract and \$6,000 per two-person or family contract. The Office visit co-pay will be \$25, no co-pay for up to 24 Chiropractor visits, and the Emergency Room visit co-pay will be \$50.

Employees will be responsible for monthly co-pays of the insurance premiums (for hospitalization, dental and vision) and must authorize payroll deductions for such co-pays in order to be eligible for Medical insurance. The premium co-pay for all eligible employees is 5.52% for the duration of this contract.

This coverage is available for full-time bargaining unit employees scheduled to work 30 or more hours a week, their spouses, and eligible dependents. The cost of sponsored dependent riders will be paid by the employee.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

It is the responsibility of bargaining unit members to report immediately any changes in coverage, such as births, deaths, marriages or divorces that may change premium rate, to the Human Resources Office. Failure to do so will put the liability for additional charges, or lack of coverage on the employee.

### **SECTION 43. DENTAL INSURANCE**

Upon submission of a written application, the University shall provide each full-time bargaining unit member and their spouse and single children dependents, as defined by the United States Internal Revenue Service, a dental plan defined as follows:

The dental plan pays reasonable charges for covered expenses with NO deductible for any class. For premium co-pay see Section 42.

#### **COINSURANCE**

- CLASS I:** Diagnostic services, preventive services, and palliative treatment are covered at seventy (70%) percent of reasonable charges.
- CLASS II:** Restorative, endodontic and periodontics services; oral surgery; repairs, adjustments and relining of dentures and bridges; and adjunctive general services are covered at seventy (70%) percent of reasonable charges.
- CLASS III:** Constructive and replacement of dentures and bridges are covered at seventy (70%) percent of reasonable charges.
- CLASS IV:** Each member is entitled to maximum benefits of orthodontics with a fifty (50%) percent co-pay and a lifetime maximum of fifteen hundred dollars (\$1,500).

#### **ANNUAL MAXIMUM**

Each member is entitled to maximum benefits of one thousand dollars (\$1,000) every contract year.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

### **SECTION 44. VISION CARE INSURANCE**

The Program covers visual testing examinations, lenses and frames once in every twelve (12) consecutive months.

The Program pays for the following vision care tests and supplies when obtained from a participating provider, after the member has paid the provider the required "co-payment amount". Co-payments are limited to a total of \$12.50 per member in twelve (12) consecutive months. For premium co-pay see Section 42.

In vision testing examinations, the co-payment is \$5.00 for an examination. The Program covers visual testing by an Optometrist or Ophthalmologist - including history, testing visual acuity (sharpness of vision), internal and external examination of the eyes, tonometry (testing for glaucoma) when necessary, plus prescriptions for glasses. It also covers an additional examination by an Ophthalmologist with respect to a vision problem when recommended by an Optometrist and the additional examination takes place within 60 days of the original examination by the Optometrist.

Co-payment is \$7.50 for lenses and frames. Regular lenses - the Program covers prescribed glasses made of glass or plastic. Certain tinted lenses are covered when they are prescribed for medical reasons. Contact Lenses - The Program covers glass or plastic contact lenses if the patient's vision cannot be corrected to at least 20/70 in the better eye by other lenses or when medically necessary for certain specified medical conditions. If contact lenses are selected but are not necessary for the above reasons, the Program will cover up to a maximum of \$35.00. Frames - The Program covers plastic, metal or wire eyeglass frames which are adequate to hold the prescribed lenses. The Program pays up to \$14.75, less the co-payment amount.

For covered services and supplies from a non-participating provider, the Program will pay seventy-five (75%) percent of the provider's reasonable charge for vision examinations less the \$5.00 co-payment amount and will pay for lenses, frames and dispensing fees on a pre-determined set fee level. The patient pays the provider any other charges.

## **SECTION 45. HEALTH INSURANCE CONTINUATION**

Lake Superior State University offers the opportunity for retired educational support professionals and the bargaining unit member's spouse to continue health, dental, and vision insurance benefits as the benefits may be made possible by the University. Availability of health insurance benefits to retirees and the bargaining unit member's spouse is subject to the concurrence of the benefit carriers. An official University retiree is defined as one who has completed ten (10) years of full-time or equivalent part-time service at Lake Superior State University and has met the age and service requirements for retirement as defined under the provisions of the Michigan Public School Employees Retirement System MIP or Basic programs.

Retirees may participate in the available benefit program only if the bargaining unit member is not being provided with a health benefit insurance paid, in whole or part, by another entity. Application for continued health insurance must be made at the University's Human Resources Office no less than 30 days prior to the effective date of retirement. The retiree is fully responsible for the payment of all premiums in order to maintain coverage. The University will issue guidelines for receipt of payment. Failure to meet those guidelines will mean discontinuance of coverage.

If the retiree precedes a spouse in death, the spouse may continue participation in the health insurance program the University may offer up to three years (36 months) following the death of the retiree.

The University reserves the right to:

1. change at any time the benefit plan or plans offered to retirees;

2. change benefit plan carriers at its discretion, without consultation with the retirees, singularly or as a group, or with any other group acting on the behalf of the retirees;
3. set, change or adjust subscription rates and payment schedules, at its discretion; and
4. withdraw or alter eligibility of retirees as participants in any University benefit plan with 180 days' notice.

#### **SECTION 46. LIFE INSURANCE**

The Employer agrees to provide a fifty-thousand dollar (\$50,000) Term Life Insurance policy, with a fifty thousand dollar (\$50,000) Accidental Death and Dismemberment rider, for all regular full-time bargaining unit employees scheduled to work 30 or more hours a week, who complete and file an application in accordance with carrier's regulations.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

#### **SECTION 47. LONG TERM DISABILITY**

The Employer agrees to provide a Long Term Disability insurance plan for all regular full-time bargaining unit employees scheduled to work 30 or more hours a week, who complete and file an application in accordance with carrier's regulations.

The Employer reserves the right to select the underwriter with no reduction in benefits. All claims are subject to the provisions of the insurance underwriter. Any and all benefit disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

#### **SECTION 48. WORKERS' COMPENSATION**

- A. Employees shall be covered by the Workers' Compensation Act and applicable state regulations. Coverage by the Act shall not limit contractual rights of this contract.
- B. An employee who suffers injury which arises out of and in the course of employment at the University resulting in disability of seven (7) days (maximum of five (5) working days) or less in duration, and whose accumulated sick leave has been exhausted, shall not lose time or pay because of such disability. If such disability continues beyond fourteen (14) days and becomes compensable under the Workers' Compensation Act from the date of injury, the employee shall reimburse the Employer for pay received for the first seven (7) days (maximum of five (5) working days) of disability which have not been charged against the employee's sick leave.
- C. An employee who suffers injury compensable under the Workers' Compensation Act shall be paid the difference between the employee's regular wages and any payment received under provisions of the Act, to be deducted from accumulated sick leave, prorated. If sick leave is exhausted, the employee may remain on Workers' Compensation until its benefits are exhausted.

- D. An employee's prorated sick leave shall be discontinued when the employee begins receiving benefits from the Long Term Disability plan, however, in no event shall the proration continue beyond fifty-two (52) weeks.
- E. Employment rights are preserved and retained to twenty-four (24) months from the date the employee last worked and such absence shall not result in the employee's loss of accumulation of seniority nor the elimination and/or reduction of longevity pay rate.

**SECTION 49. LONGEVITY PAY**

Bargaining unit members who have completed the necessary length of continuous service with the Employer shall begin to receive Longevity Pay as noted in the table below. Longevity Pay will begin the next full pay-period after the required length of continuous service has been completed.

- A. Below is the Table for calculating longevity pay based on the parameters noted above.

<b>YEARS of CONTINUOUS SERVICE</b>	<b>LONGEVITY PAY</b>
≥ 5 years and < 10 years	\$20.00 per Pay Period
≥ 10 years and < 15 years	\$25.00 per Pay Period
≥ 15 years and < 20 years	\$35.00 per Pay Period
≥ 20 years and < 25 years	\$50.00 per Pay Period
≥ 25 years	\$65.00 per Pay Period

**SECTION 50. UNIFORMS**

Proper and professional attire while on the job is important for all employees because it presents a visual image and sends a positive message about the employee and the institution. As employees interact with each other, students, and outside constituents, it's important that LSSU present a good image; one that will be remembered in a positive fashion. It's also important that support staff be easily identified as LSSU employees since they routinely enter, work in, and maintain the grounds and the facilities across campus. As such, all bargaining unit employees will be issued uniforms (clothing appropriate to their job function) as determined by their immediate supervisor.

Any additional badges, emblems, etc., will be provided by LSSU and the Employer will affix the badges, emblems, etc., at the Employer's expense.

Employees shall be responsible for the laundering, care, and maintenance of their uniforms.

Employees are required to wear their work uniform properly laundered and of good appearance during all working hours.

Uniforms to be provided by the University, by district are:

1. Secretarial, Clerical, and Special Skills

Three tops from an approved uniform list will be provided annually, by November 1 of each year to be worn at their discretion. These bargaining unit members may supplement their uniforms with professional attire.

2. Facility Attendants

Three shirts or sweatshirts, and three pairs of pants or shorts, will be provided annually by November 1 of each year. One pair of safety work shoes will be provided annually by the University that meet all safety requirements for this job, and must be worn each day to work.

New employees will receive their uniform as soon as possible after the date of hire. No employee within this district shall receive more than three shirts or sweatshirts, and three pair of pants or shorts in a calendar year.

3. Grounds, Maintenance and Trades

Five shirts or sweatshirts, and five pairs of pants will be provided annually by November 1 of each year. One pair of safety work boots will be provided annually by the University that meet all safety requirements for their job, and must be worn each day to work.

For new employees, three shirts or sweatshirts, and three pairs of pants will be issued as soon as possible after the date of hire. The remaining clothing will be furnished following satisfactory completion of the initial probationary period. No employee in these districts shall receive more than five shirts or sweatshirts, and five pairs of pants in a calendar year.

4. Food Service

Three shirts and three pairs of pants will be provided annually by November 1 of each year. One pair of safety work shoes will be provided annually by the University that meet all safety requirements for this job, and must be worn each day to work.

New employees will receive their uniform as soon as possible after the date of hire. No employee in this district shall receive more than three shirts and three pair of pants in a calendar year.

The laundering of aprons for bargaining unit members in the Food Service district shall be provided by the employer by methods and procedures to be determined by the Employer.

5. Central Heating Plant

Five shirts and five pairs of pants will be provided annually by November 1 of each year. One pair of safety work boots will be provided annually by the University that meet all safety requirements for this job, and must be worn each day to work.

For new employees, three shirts and three pairs of pants will be issued as soon as possible after the date of hire. The remaining clothing will be furnished following satisfactory completion of the initial probationary period. No employee in this district shall receive more than five shirts and five pairs of pants in a calendar year.

## 6. Public Safety

All new hires in the classification of Public Safety Officer shall be issued four uniforms (shirts and pants) as soon as practicable following the commencement of their employment. A fifth uniform will be furnished following satisfactory completion of the initial probationary period. After the initial five (5), the uniforms shall be replaced on an as needed basis by the University. One pair of safety work boots will be provided annually by the University that meet all the safety requirements for this job, and must be worn each day to work.

Other uniform apparel will be provided and replaced on an as-needed basis, determined by the University. Upon termination of employment, all furnished equipment and uniforms shall be immediately returned to the Employer and shall remain the property of the Employer.

All bargaining unit members shall wear their uniforms to work, unless otherwise noted within this section.

It is the University's intent that all bargaining unit members have adequate clothing and proper footwear as denoted within this Section, such that employees present a professional appearance while at work. If an immediate supervisor determines that clothing provided to an employee has become unwearable due to stains, wearing out, or tears while at work, the University shall purchase replacement(s) to comply with the requirements outlined above per district. Replaced articles of clothing will not be limited by language in items 1-6 above.

If clothing/uniforms provided to a bargaining unit member cause LSSU to report the items as taxable income, then LSSU will pay the bargaining unit member \$30 if they received five shirts and \$55 if they received five pair of pants. Payment will be made on the last period of the calendar year in which the taxable income was reported.

When a work uniform style or color is to be changed, affected bargaining unit employees will be consulted prior to the change in uniform style.

Uniforms/Clothing furnished by the Employer shall not be worn by employees when off duty.

When an employee is assigned to work for which the wearing of special equipment is required, the University shall provide it. Special equipment furnished by the University shall include special safety glasses, special gloves, and safety head covering when necessary.

## **SECTION 51. TUITION WAIVERS AND DISCOUNTS**

Tuition costs and enrollment fees shall be waived for all bargaining unit members taking courses carrying University credit at Lake Superior State University.

Dependents of bargaining unit members meeting the IRS definition of dependency shall be required to pay a percentage, according to the schedule below, of their tuition costs and enrollment fees for undergraduate courses carrying University credit at the University, and provided the dependents have registered for the course. Spouses of bargaining unit members, and children or stepchildren under the age of twenty-five (25) will be considered eligible regardless of whether the dependents meet the IRS definition of dependency.

- Bargaining unit members with less than three full years of employment: Eligible individuals per above will pay fifty percent (50%).
- Bargaining unit members with three or more full years of employment: Eligible individuals per above will pay forty-five percent (45%) in year one of this agreement, forty percent (40%) in year two, and thirty-five percent (35%) in subsequent years.

Applications for attendance and tuition waiver must be filed with the Human Resource office prior to the end of the add/drop period for the semester in which a waiver is being requested. The applicable tuition waiver will be applied to the fee statement prior to the application of other financial aid. Calculation of tuition adjustments will not include special course fees, but will include the enrollment fee.

To be eligible for the tuition award, dependents must meet “Satisfactory Academic Progress” (SAP) as defined by federal financial aid guidelines. A dependent who did not make SAP would not be eligible for further tuition award benefits until SAP has been achieved. See current Lake Superior State University catalog for an explanation of SAP.

## **SECTION 52. BOOKSTORE DISCOUNT**

Bargaining unit members will be given a fifteen (15) percent discount on non-sale items purchased at the University Bookstore for personal use.

## **SECTION 53. ADMISSION TO UNIVERSITY EVENTS**

Bargaining unit members shall be admitted without charge to University-sponsored events where the proceeds of such events accrue to the University. The free admission shall not extend to events where the proceeds accrue to a recognized student organization or events relating to fund-raising, social, or recognition activities of the University.

Dependents of bargaining unit members meeting the IRS definition of dependency shall be admitted to athletic events at one-half the regular ticket price. An unmarried child under the age of twenty-five (25) will be considered a dependent for purposes of this section.



A season hockey ticket shall be made available to all members of the bargaining unit. However, the free ticket and reserved tickets for a spouse and/or dependent children must be picked up Monday through Wednesday prior to the game weekend. Tickets for individual hockey games or series may be picked up at the Norris Center Monday through Wednesday prior to the game weekend. On game nights, based on availability, bargaining unit members who do not hold season tickets or who have not picked up a reserve ticket, shall for the general admission area, be admitted without charge and spouses and dependent children at one-half the regular ticket price.

Bargaining unit members shall present their University issued identification card for admission to University events. An identification card is non-transferable and may only be used by the person to whom it was issued.

#### **SECTION 54. WORK WEEK**

Forty hours shall constitute a normal workweek and eight hours a normal workday. This shall not be construed as a guarantee of hours of work. The normal workweek shall consist of five consecutive days of work followed by two consecutive days off, except for continuous seven-day operations. Schedules in all departments shall be posted two weeks in advance and shall not be changed arbitrarily, except because of matters beyond the control of the Employer, which shall include, among others, problems with scheduling or workload, absences of employees because of sickness, or other unforeseen circumstances.

University core hours, when offices or departments will be open to the public, will be from 8:00 a.m. to 5:00 p.m. from the Monday the week before the start of Fall semester to the Monday following the end of the Spring semester; and from 8:00 a.m. to 4:30 p.m. from the Monday following Spring semester to the Monday the week before the start of Fall semester classes. With the agreement of the Supervisor, bargaining unit employees shall have the option to have a one-hour or a half-hour unpaid lunch period, or take no lunch period, providing departmental responsibilities can be met.

#### **SECTION 55. REDUCTION IN SCHEDULE**

In an attempt to provide full weekly work schedules during the temporary or partial closedown of any operation, employees will be offered alternate work assignments if a reduction in hours of their regular assignment is necessary. This work will be offered at their regular rate of pay, or the rate of the alternate assignment, whichever is higher. Such reduction in scheduling shall not cause the work week to fall below an employee's normal number of scheduled hours. All hours worked by an employee outside their district will be deemed to have been worked in their district.

Alternate assignment schedules shall be posted two (2) weeks in advance. If an employee accepts an alternate assignment, such acceptance shall be considered the employee's work schedule for such two (2) week period. Alternate assignments shall be based on seniority by job classification, with the less senior employee first being subject to alternate assignment.

If an employee does not desire these alternate assignments, they may elect to take vacation or leave without pay to protect their employment and benefit status provided this is applied for two (2) weeks in advance, or upon notice by the Employer of alternate work assignment.

If an employee desires a voluntary reduction in scheduled work hours, they may request the reduced schedule in writing from their supervisor with one copy being sent to the Union President. Benefits will remain the same as delineated in other sections of this Agreement. It is understood that the University departments must have certain staffing to provide the level of service required for optimum operation. Therefore, all requests will be carefully evaluated and approval by the President will be necessary for each request, with copies to the Union President. An employee may request reinstatement to their original schedule at any time and it will be granted. However, requests for changes in schedules are limited to two per fiscal year.

The Employer may change the employee's schedule back to their original schedule if necessitated by the workload, with written notification to the employee and the Union President. A voluntary reduction in scheduled work hours shall not exceed six (6) consecutive months.

Effective July 1, 1995, the University shall have the right to change any twelve-month position which becomes vacant to a less than twelve-month appointment. An example would be, reducing a twelve-month position to an academic year position. However, any plans by the University to reduce positions shall be subsequent to a Special Conference.

Prior to the employment of a Temporary Employee to perform bargaining unit work during summer months, employees within a classification for which temporary work is needed, and who are in less than twelve-month positions, shall have the right of first refusal of work scheduled during a period when the employee is not actively employed (such as Summer), provided they have the ability to do the work. Such work will be paid at the rate of pay of the classification for the work being performed. The need for temporary work will be posted in advance of hiring a temporary employee.

Employees working in less than twelve-month positions who are laid off and who are scheduled to be returned for the Fall semester, shall have all insurance premiums paid by the University up to the negotiated cap, through August 31, with the exception of Long Term Disability.

## **SECTION 56. EMPLOYMENT OF STUDENTS**

It is recognized by the Union that as a matter of policy the Employer is committed to provide work opportunities for students who by definition are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. Specific duties customarily performed by a bargaining unit member shall not be performed by student employees to the extent that it results in the bargaining unit employee's layoff or removal from a classification. Neither shall an employee be required to take a vacation to provide employment for a student. Employment of students shall not deprive bargaining unit employees of overtime as provided for in this Agreement, except as required for special events and food trucks in the Food Service District, and for work associated with that performed by Student Auxiliary Officers, and Federal Work Study students in the Public Safety District. No bargaining unit employee will be displaced by a student worker.

## **SECTION 57. WORK OF SUPERVISION**

Supervisory employees shall not be utilized in hourly rated job classifications to prevent payment of overtime except: (1) in emergencies, (2) in the instruction or training of employees, (3) testing materials or production, (4) for incidental or casual duties of a short duration. Work of supervisors will not cause the reduction in normal work hours or the layoff of any bargaining unit member.

## **SECTION 58. WAGES**

### **A. Wage Rate Pay Scale**

During the term of this contract, employees within the bargaining unit shall receive wages and annual increases according to the following table and schedule:

Year 1: Upon Ratification:

- \$1,000 one-time bonus for all bargaining unit members employed at least six months prior to ratification.

Year 2: October 1, 2021:

- Increase salaries 3%.

Year 3: October 1, 2022:

- Increase salaries by \$0.35/hour.

Year 4: October 1, 2023:

- Increase salaries by 2.5%.

Year 5: October 1, 2024:

- Increase salaries by \$0.35/hour.

Salary schedule is below:

Level	2020-2021		2021-2022		2022-2023		2023-2024		2024-2025	
	Scale II	Scale I	Scale II	Scale I	Scale II	Scale I	Scale II	Scale I	Scale II	Scale I
4	14.16	15.45	14.58	15.91	14.93	16.26	15.31	16.67	15.66	17.02
5	14.42	15.78	14.85	16.25	15.20	16.60	15.58	17.02	15.93	17.37
6	14.70	16.12	15.14	16.60	15.49	16.95	15.88	17.38	16.23	17.73
7	14.95	16.46	15.40	16.95	15.75	17.30	16.14	17.74	16.49	18.09
8	15.20	16.79	15.66	17.29	16.01	17.64	16.41	18.08	16.76	18.43
9	15.48	17.12	15.94	17.63	16.29	17.98	16.70	18.43	17.05	18.78
10	15.76	17.43	16.23	17.95	16.58	18.30	17.00	18.76	17.35	19.11
11	16.13	17.89	16.61	18.43	16.96	18.78	17.39	19.25	17.74	19.60
12	16.66	18.59	17.16	19.15	17.51	19.50	17.95	19.99	18.30	20.34
13	17.05	19.08	17.56	19.65	17.91	20.00	18.36	20.50	18.71	20.85
14	17.93	20.18	18.47	20.79	18.82	21.14	19.29	21.66	19.64	22.01
15	18.23	20.48	18.78	21.09	19.13	21.44	19.61	21.98	19.96	22.33
16	18.53	20.78	19.09	21.40	19.44	21.75	19.92	22.30	20.27	22.65
17	18.83	21.08	19.39	21.71	19.74	22.06	20.24	22.61	20.59	22.96
18	19.13	21.38	19.70	22.02	20.05	22.37	20.56	22.93	20.91	23.28
19	19.43	21.68	20.01	22.33	20.36	22.68	20.87	23.25	21.22	23.60
20	19.73	21.98	20.32	22.64	20.67	22.99	21.19	23.56	21.54	23.91
21	20.03	22.28	20.63	22.95	20.98	23.30	21.51	23.88	21.86	24.23
22	20.33	22.58	20.94	23.26	21.29	23.61	21.82	24.20	22.17	24.55
23	20.63	22.88	21.25	23.57	21.60	23.92	22.14	24.51	22.49	24.86
24	20.93	23.18	21.56	23.88	21.91	24.23	22.46	24.83	22.81	25.18
25	21.23	23.48	21.87	24.18	22.22	24.53	22.77	25.15	23.12	25.50
26	21.53	23.78	22.18	24.49	22.53	24.84	23.09	25.46	23.44	25.81
27	21.83	24.08	22.48	24.80	22.83	25.15	23.41	25.78	23.76	26.13
28	22.13	24.38	22.79	25.11	23.14	25.46	23.72	26.10	24.07	26.45
29	22.43	24.68	23.10	25.42	23.45	25.77	24.04	26.41	24.39	26.76
30	22.73	24.98	23.41	25.73	23.76	26.08	24.36	26.73	24.71	27.08

**SECTION 59. STRIKES AND LOCKOUTS**

The LSSU/ESP/MEA/NEA, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, picketing, or any acts of similar nature which would otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

The Employer agrees it will conduct no lockout during the term of this Agreement.

**SECTION 60. SUPPLEMENTAL AGREEMENTS**

All supplemental agreements must be reduced to writing and shall be subject to the approval of the Employer and the Union (LSSU/ESP/MEA/NEA). They shall be approved or rejected within a period of thirty (30) days following the date they are filed.

**SECTION 61. VALIDITY**

This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect. Any provisions invalid shall be negotiated between the parties.

## **SECTION 62. TERMINATION OR MODIFICATION**

The Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2025.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. 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.
- C. Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the President of the LSSU/ESP/MEA/NEA and if to the Employer, addressed to the Office of Human Resources, Lake Superior State University, or to any such address as the Union or the Employer may make available to each other.

This Agreement shall become effective July 8, 2021 and shall expire on September 30, 2025.

**LAKE SUPERIOR STATE UNIVERSITY**

Signed: Wendy Beach Date: 7/9/21

Signed: [Signature] Date: 7/9/21

Signed: [Signature] Date: 7/9/21

**Education Support Professionals MEA/NEA:**

Signed: Angela Bures Date: 7/9/21

Signed: [Signature] Date: 9 July 21

Signed: [Signature] Union Director Date: 7-9-2021

## **APPENDIX A. LIST OF APPROVED DISCIPLINARY FORMS**

(Section 11)

Supervisor's Report - LSSU 242-482  
(used to document oral warning)

Written Warning - LSSU 243-482  
(written warning for violation of published University rules and regulations)

Written Warning with Disciplinary Layoff - LSSU 244-482  
(for repeated violation of published University rules and regulations)

Notification of Suspension Pending Investigation - LSSU 370-884  
(used to notify employee of removal from work site while investigation of misconduct is conducted)

Agreed between Union and Employer November, 1986

## **APPENDIX B. CLASSIFICATION AND GRADE SCHEDULE**

### **LEVEL IV**

FOOD SERVICE HELPER I

### **LEVEL V**

DISHROOM/STORAGE COORDINATOR  
FACILITY ATTENDANT I  
TYPIST/CLERK III

### **LEVEL VI**

COOK I  
DATA/ACCOUNT CLERK III  
FACILITY ATTENDANT II  
GALLEY COORDINATOR

### **LEVEL VII**

DATA ACCOUNT CLERK IV  
FOOD SERVICE II  
PURCHASING SERVICES CLERK  
SECRETARY II  
SPECIAL CLERK II  
FACILITY ATTENDANT III

### **LEVEL VIII**

ACADEMIC ASSISTANT  
ACCOUNTING CLERK III  
MEDICAL RECEPTIONIST/BILLER  
MOTOR POOL/STORES CLERK  
SPECIAL CLERK III  
SPORTS/UTILITY ATTENDANT

### **LEVEL IX**

EQUIPMENT OPERATOR/GROUNDSKEEPER

### **LEVEL X**

COOK II  
LIBRARY LEARNING COMMONS TECH  
STRUCTURAL MECHANIC



**LEVEL XI**

MAINTENANCE MECHANIC  
STEAM PLANT OPERATOR  
STRUCTURAL MECHANIC II  
VEHICLE/ EQUIPMENT MAINTENANCE MECHANIC/GROUNDSKEEPER

**LEVEL XII**

PUBLIC SAFETY OFFICER  
SPORTS UTILITIES MAINTENANCE MECHANIC  
MAINTENANCE MECHANIC II

**LEVEL XIII**

ELECTRICIAN  
HVAC/REFRIGERATION & CONTROLS SPECIALIST

**LEVEL XIV**

SENIOR PUBLIC SAFETY OFFICER

## APPENDIX C. EVALUATIONS

### Lake Superior State University Annual Performance Evaluation

This Appendix C shall be implemented on the Annual Performance Cycle starting June 30, 2021.

The Annual Performance Evaluation is comprised of three components: (1) Job Related Competencies, (2) Performance Values, and (3) Annual Goals. Annual Goals are more appropriate for some jobs than others. Therefore, the use of annual goals in the Annual Performance Evaluation will be determined by the supervisor with input from the employee.

Annual Performance Evaluations shall be completed by the employee's immediate supervisor in a transparent process with the employee. Annual Performance Evaluations are for the expressed purpose of giving the employee feedback to improve performance moving forward. All supervisors shall be trained on the evaluation process.

**Introduction** – Documented performance evaluations are communication tools to help ensure that supervisors and their direct reports have a shared understanding about expectations and requirements. The evaluation process also provides opportunities for regular interaction and in-person communication.

**Job Related Competencies** – (To be filled out by supervisors based on the job description.) Duties include job related knowledge, skills, and abilities to ensure the right person is in the right job. Defining and measuring competencies allows for the maintenance and development of workforce talent.

**Performance Values** – Performance values define workplace expectations. Employees are expected to complete tasks adequately, communicate well with a friendly attitude, work well with others, and respond positively to instruction and situational needs.

**Annual Goals** – Annual goals provide direction for both the employee and the supervisor, and should be consistent with the strategic plan. They also provide a strategic opportunity to make significant change.

**Writing Annual Goals** - Goals need to be achievable, specific, time-based, measurable and connected to the strategic plan. In other words, they have to be possible, and they need to describe exactly what you will do, when you will complete it, and how you will “measure” the successful completion of the goal. The supervisor and employee will mutually agree to the demonstration of meeting annual goals and place that agreement in the comments area of the Annual Goals section.

### Example Goals:

- Susan: I will complete the Food ServSafe certificate by July 2021.
- Steve: I will plant a beautification garden by the front gate by June 2021.
- Joe: I will develop and implement a maintenance program to follow manufacturing guidelines and specifications by May 2021.
- Jill: I will develop a plan to electronically streamline the load report from start to finish by June 2021.
- Sam: I will respond to non-critical work orders within 24 hours.
- Kate: I will generate one cost savings idea per month.

### **Annual Performance Cycle** - Follows the Fiscal Year – July 1 to June 30.

**Timing** –At the beginning of the Annual Performance Cycle, the supervisor will fill out the job competencies, and discuss them with the employee. At the end of the Annual Performance Cycle, the employee’s performance related to these job competencies will be evaluated.

At the beginning of the Annual Performance Cycle, the performance values will be reviewed by the supervisor and the employee. At the end of the Annual Performance Cycle, the performance values will be evaluated.

LSSU encourages all employees to develop annual goals in alignment with the Strategic Plan. It is recommended that ESP staff work with their supervisor to develop 2-4 goals. Goals could be related to acquiring new skills/certifications/licensing/etc. (Strategic Plan Goal 3.3.5: *Implement a comprehensive onboarding, mentoring, and professional development program for all employees to ensure that recruiting, hiring, and promotion processes are inclusive and follow research-based practices for avoiding bias.*) in an effort to benefit both the employee and LSSU. Since goals are aspirational, they are only used in a positive fashion as part of the evaluation process.

**Timeline** All evaluations shall follow the following timeline and process.

- Performance Evaluation Preparations should be completed by 06/30. Performance Evaluation Preparations include the supervisor and the employee reviewing the performance evaluation process, the rating criteria, the job description and competencies, the performance values, and the writing of annual goals if the supervisor is requesting annual goals.
- Supervisors with more than one employee in a classification shall use the same Job Related Competencies and Performance Values for all employees in that classification.
- If annual goals are used, the annual goals should be set in the Annual Performance Evaluation with the employee.
- Mid-year review: The supervisor should meet with the employee and discuss progress on annual goals (if any) and discuss the supervisor’s current rating of the employee’s performance to date on Job Related Competencies, Performance Values, and Annual Goals (if applicable). The focus should be on areas (if any) where the employee is currently partially meeting or not meeting expectations. This meeting should be completed by 01/31.

- **Final Performance Evaluation:** The supervisor should receive the Employee Self-Evaluation by 06/30. The supervisor should schedule and hold the end of the Annual Performance Cycle Meeting with the employee to review their Annual Performance Evaluation and Employee Self-Evaluation by 08/15.
- **Rebuttal:** If an employee believes the evaluation contains factual errors, or the inadvertent exclusion of necessary information related to the employee's evaluation, the employee may fill out a rebuttal form. Rebuttals must be precise, yet thoroughly explain what is believed to be factually incorrect or omitted in the evaluation. Supporting documentation should be included. An employee can request a follow-up meeting with their supervisor to present the rebuttal. Rebuttals should be completed by 09/01. Bargaining unit members may seek the assistance of the District Steward or the Chief Steward in writing the rebuttal.

If a supervisor fails to complete an Annual Performance Evaluation by 09/01, the University shall consider the employee to be rated as meets expectations.

**Ratings** - Ratings are done using a five point, narrative scale. This is one way to ensure consistency across raters. The ratings are based on 8 job competencies and 8 performance values totaling 16.

The supervisor may pick up to 2 job related competencies and performance values in a classification that an employee must achieve a meets expectations rating to earn an overall evaluation of meets. The supervisor shall discuss them with the employee at the Annual Performance Evaluation at the beginning of the Annual Performance Cycle and will circle the two on the Job Competencies and Performance Values section.

If an employee meets their goals then a supervisor may adjust their overall rating upwards according to the point system below. For example, if an employee has 35 points and achieves two of their goals with a meets rating then 4 points will be added to their overall rating giving them a total of 39 points and an Exceeds overall rating. If there are no annual goals, refer only to the job competencies and performance values.

<b>Far Exceeds (4)</b>	<b>Exceeds (3)</b>	<b>Meets (2)</b>	<b>Partially Meets (1)</b>	<b>Not Met (0)</b>
<p>Performance is consistent, of excellent quality, and stands out as truly exceptional. An employee would need to achieve 52-64 points to receive an overall rating of Far Exceeds.</p>	<p>Performance at a level above expectations. An employee would need to achieve 38-51 points to receive an overall rating of Exceeds.</p>	<p>Performance meets the requirements of the position. An employee would need to achieve 30-37 points and a minimum of meets for the predetermined job related competencies and performance values discussed with the supervisor to receive an overall rating of Meets.</p>	<p>Performance does not meet expectations. An employee would need to achieve 16-29 points to receive an overall rating of Partially Meets.  Recommend a Development Plan.</p>	<p>Performance must improve substantially. An employee would need to achieve 0-15 points to receive an overall rating of Not Met.  Requires a Performance Improvement Plan.</p>

**ANNUAL PERFORMANCE EVALUATION PROGRAM**

<b>Dept. Name:</b>		<b>Employee Name:</b>	
<b>Supervisor Name:</b>		<b>Employee A#:</b>	
<b>Supervisor Title:</b>		<b>Employee Title:</b>	

<b>JOB RELATED COMPETENCIES (Supervisor needs to complete from job description by 6/30.)</b>		<b>Rating</b>
<b>Circle which Job related competencies that require a meets rating (up to 2 total).</b>		<b>(4, 3, 2, 1, 0)</b>
1		
2		
3		
4		
5		
6		
7		
8		

Comments:

<b>PERFORMANCE VALUES</b>		<b>Rating</b> <b>(4, 3, 2, 1, 0)</b>
<b>Circle which performance values are required to have a meets rating (up to 2 total).</b>		
<b>1</b>	<b>Quality of Work:</b> Accuracy, Thorough, Detailed, Organized, Clean	
<b>2</b>	<b>Work Habits:</b> Follows Instructions, Utilizes Time and Materials Effectively, Task Completion, Proper Use and Care of University Equipment	
<b>3</b>	<b>Work Schedule &amp; Attendance:</b> Prompt, Punctual, Absent Only as Approved, Working full scheduled shift	
<b>4</b>	<b>Customer Focused Communication:</b> Responds to Customers Well, Helpful, Friendly, Communicates Effectively	
<b>5</b>	<b>Teamwork:</b> Carries Out Tasks/Responsibilities to the End, Cooperates with Other Employees	
<b>6</b>	<b>Policy &amp; Safety Compliance:</b> Follows University, District, and Safety Policies	
<b>7</b>	<b>Adaptability:</b> Adjusts Well to Change, Flexible When Necessary	
<b>8</b>	<b>Appropriate Work Place Behavior:</b> Respectful, Courteous, Uses Appropriate Language, Wears Proper Work Attire	
Comments:		

<b>ANNUAL GOALS (The Supervisor and the Employee write the goals during the Annual Performance Evaluation by 08/15. The Supervisor enters the rating and reviews it with the employee during the following year's Annual Performance Evaluation by 08/15.)</b>	<b>Rating (4, 3, 2, 1, 0)</b>
1	
2	
3	
4	
5	

Comments:



**OVERALL RATING AND SIGNATURE SHEET**

Supervisors can make general comments but are required to comment on ratings that are above or below Meets. Attach additional sheets and relevant evidence as needed.

Final Summation Narrative:

**OVERALL RATING**

<p><b>Far Exceeds (52-64)</b></p> <p>Performance is consistent, of excellent quality, and stands out as truly exceptional. An employee would need to achieve 52-64 points to receive an overall rating of Far Exceeds.</p>	<p><b>Exceeds (38-51)</b></p> <p>Performance at a level above expectations. An employee would need to achieve 38-51 points to receive an overall rating of Exceeds.</p>	<p><b>Meets (30-37)</b></p> <p>Performance meets the requirements of the position. An employee would need to achieve 30-37 points and a minimum of meets for the predetermined job related competencies and performance values discussed with the supervisor to receive an overall rating of Meets.</p>	<p><b>Partially Meets (16-29)</b></p> <p>Performance does not meet expectations. An employee would need to achieve 16-29 points to receive an overall rating of Partially Meets.</p> <p>Recommend a Development Plan.</p>	<p><b>Not Met (0-15)</b></p> <p>Performance must improve substantially. An employee would need to achieve 0-15 points to receive an overall rating of Not Met.</p> <p>Requires a Performance Improvement Plan.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Employee Signature:</b></p>				<p><b>Date:</b></p>
<p><b>Supervisor Signature:</b></p>				<p><b>Date:</b></p>

**REBUTTAL**

Rebuttal: If an employee believes the evaluation contains factual errors, or the inadvertent exclusion of necessary information related to the employee’s evaluation, the employee may fill out a rebuttal form. Rebuttals must be precise, yet thoroughly explain what is believed to be factually incorrect or omitted in the evaluation. Supporting documentation should be included. An employee can request a follow-up meeting with their supervisor to present the rebuttal. Rebuttals should be completed by 09/01. Bargaining unit members may seek the assistance of the District Steward or the Chief Steward in writing the rebuttal.

Rebuttal:

<b>Employee Signature:</b>		<b>Date:</b>	
<b>Supervisor Signature:</b>		<b>Date:</b>	

**APPENDIX D. ORAL PRESENTATION ESP UNION SUPPORT STATEMENT**

**Oral Presentation ESP Union Support Statement**

I \_\_\_\_\_, confirm the statement made by \_\_\_\_\_  
(Print Grievant Name) (Print District Stewart Name)

on my behalf regarding my grievance on \_\_\_\_\_ is correct. I understand that my  
(Date)

next opportunity to address this grievance is at step two of the grievance process.

\_\_\_\_\_  
(Grievant Signature)

\_\_\_\_\_  
(ESP Union Rep. Signature)