

Letter of Agreement

As a result of discussions between representatives of Lake Superior State University and the Educational Support Personnel MEA/NEA, the following agreement was reached for the purpose of changing from an eight (8) hour working day, five (5) workdays per week schedule to a twelve (12) hour working day, fourteen (14) continuous calendar day work week for employees of the Public Safety District.

1. Employees covered by this Agreement must be employed in the classification of Public Safety Officer.
2. For the purpose of implementing the above stated agreement, the contract between the parties effective May 16, 2021 through June 30, 2021 shall be modified insofar as it refers to eight (8) hour working days in order to reflect twelve (12) hour working days schedule. Specifically, the following Sections shall be modified to read, for the employees working on said twelve (12) hour working day schedule, the”

Definitions:

- 2.23 “Shift” Add; for the purposes of 12 hour shifts those shifts starting on or after 6:00 a.m. will be considered first shift. Those shifts starting on or after 6:00 p.m. will be considered third shift.

Section 8. Safety

Add: For purposes of employee and Campus Safety, Public Safety Officers shall not work more than sixteen (16) hours in a twenty four (24) period unless an extreme emergency has occurred.

Section 24. Overtime

Add: Employees will not be paid overtime rate unless said employees work in excess of twelve (12) hours in an employee’s scheduled work day or in excess of eighty (80) hours in the University’s established fourteen (14) consecutive day payroll period.

Section 27. Shift Differential

Add: For purpose of computing weekend differential for twelve (12) hour shifts the day the shift is started on is the day that the differential will be applied, i.e. shift starts at 6:00 p.m. on Sunday all twelve (12) hours receive third shift and weekend differential. If shift starts at 6:00 p.m. on Friday, only third shift differential will be applied.

Section 35. Holidays

Add: If there is a Holiday/declared Holiday in the pay period and the person works the day they receive the eight (8) hours of pay that all employees (according to Section 35) receive and the overtime comes in when their twelve (12)/ eighty (80) hours are reached, i.e. Employee works sixteen (16) hours on Christmas, the employee would earn twelve (12) hours overtime. Eight (8) for Holiday worked and four (4) for the other officer the employee covered for.

Section 36. Vacations

Add: An employee will be charged twelve (12) hours for each day they used vacation leave time, i.e. charged on an hourly basis for all hours which said employee would normally have worked. Example: whatever hours an employee is scheduled the employee would take equivalent hours off.

Section 37. Sick Leave

Add: An employee will be charged twelve (12) hours for each day they use sick leave time, i.e. charged on an hourly basis for all hours which said employee would normally have worked. Example: whatever hours an employee is scheduled the employee would take equivalent hours off.

Section 38. Funeral Leave

Add: A. If a death occurs among the members of the employee's immediate family or household, the employee shall be granted up to forty (40) hours of leave with pay. The immediate family is defined as spouse, son, daughter, sister, father, mother, stepparent, foster parent, stepchildren, foster children, grandparent, or grandchildren, of either the employee or spouse, or a person having lived in the employee's household for one (1) calendar year or more before death.

B. An employee will be charged twelve (12) hours from their accumulated Sick Leave for each day they use for funeral Leave Time, i.e. charged on an hourly basis for all hours which said employee normally would have worked.

Section 52. Work Week

Add: Employees shall have a regular work week of fourteen (14) consecutive days to coincide with the University's payroll period, consisting of at least eight (80) hours scheduled for such payroll period.

This agreement shall become effective the first full payroll period, of as soon as practicable following the signing of this Agreement between the parties, and remain in full force and effect through September 30, 2025, however, either party may terminate this agreement by giving a fifteen (15) calendar day advance notice to the other party in writing.

The determination as to whether this agreement will be terminated by the Union shall be based on a vote of the Public Safety personnel, with a simple majority ruling, and with final approval of the Union's Executive Committee.

For the University:

Wendy Beach
5/28/21 (Date)

~~_____~~
n/a (Date)

For the Union:

[Signature]
28 May, 21 (Date)

~~_____~~
n/a (Date)