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PREFACE

The Board of Trustees of Central Michigan University and Local 1568 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in this negotiated Agreement their commitment not to discriminate because of race, creed, sex, age, color, or national origin.

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AGREEMENT

This Agreement entered into this _____ day of _____, 1967 between the Board of Trustees of Central Michigan University (hereinafter referred to as the "EMPLOYER") and the American Federation of State, County, and Municipal employees (AFL-CIO), Local Union #1568, Council #7 (hereinafter referred to as the "UNION").

(1) PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

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

Accordingly, the officials representing the Employer and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

(2) RECOGNITION

The Employer acknowledges the expressed desire of its employees to be represented by the Union as indicated in the consent election held on May 12, 1966 and does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full time seniority employees of the Employer included in the bargaining unit described as follows:

Non-teaching employees at Central Michigan University and any temporary employees with a minimum of six months of service in the last twelve months, excluding supervisory, executive, administrative, stenographic, clerical, and student employees.

(3) RIGHTS OF THE EMPLOYER

The Employer reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the University's work force, and affairs, except

as expressly changed by the provision of this Agreement, including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, lay-off, etc. for the orderly and efficient operation of the University.

(4) AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

(5) UNION SECURITY

Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement, who were employed by the Employer on or before November 16, 1966 and who have continued employment since that date and were not members of the Union at the time it became effective, shall have free choice as to membership in the Union without adversely affecting their continued employment within the unit.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

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

(6) CHECK-OFF ON UNION DUES AND INITIATION FEES

(a) Payment by Check-Off

During the life of this Agreement, the Employer agrees in accordance with and to the extent of any applicable State or Federal laws to deduct initiation fees, if

uniformly required as a condition of acquiring membership in the Union, and monthly membership dues in an amount established by the local Union, proportionately each pay period, from the wages due all members of the Union who individually and voluntarily give the Employer written authorization to do so and shall forward such dues to the Michigan State Employees Union, 805 West Allegan Street, Lansing, Michigan 48915, on or before the seventh (7th) day after each pay period. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive one year periods thereafter, unless the employee gives written notice of termination to the Employer and the Union at least fifteen (15) days prior to any anniversary date of this Agreement, provided there is in effect an agreement between the Employer and the Union authorizing such deductions. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees and Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Michigan State Employees Union, 805 West Allegan Street, Lansing, Michigan 48915. The aforementioned authorization shall be in the following form:

CENTRAL MICHIGAN UNIVERSITY
Payroll Deduction Authorization

I, _____, hereby authorize the University to deduct from my earnings each bi-weekly payroll period the indicated amount and to remit this deduction to the needed agency.

Purpose of Deduction: _____ Effective date: ____/____/____

Amount of Deduction: _____

Deduction to be Remitted to: _____

Dated: ____/____/____ Signature _____ Soc. Sec. No. _____

(b) Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(c) Delivery of Executed Authorization of Check-Off Form

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are

made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the local Union Secretary by the Employer.

(d) When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.

(e) Refunds

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 or By-Laws, refunds to the employee will be made by Council #7.

(f) Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

(g) Disputes Concerning Check-Off

Any dispute between the Union and the Employer, which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board, whose decision shall be final and binding on the employee, the Union and the Employer. Until the matter is disposed of, no further deductions shall be made.

(h) Limit of Employer's Liability

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

(i) List of Members Paying Dues Directly

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly

to the Local Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

(j) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union and, if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

(7) REPRESENTATION DISTRICTS

(a) The number of representation districts in the unit shall be the agreed upon number. The Employer and the Union may redistrict the unit from time to time by agreement.

(b) It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

(c) Current representation districts are: Maintenance (includes Power Plant, Grounds, Mechanics, Carpenters, Plumbers, Electricians, Zone Men, Painters, General Maintenance Men, Warehousemen, Equipment Inventory Men); Merrill Food Commons; Robinson Food Commons and Central Food Stores (including Meat Shop and Bake Shop); Ronan Food Commons; Woldt Food Commons; North East Campus (includes Barnard, Ronan, Sloan, and Tate Residence Halls, Rowe Hall and Finch Building); North West Campus (includes Calkins, Larzelere, Robinson and Trout Residence Halls, and Wightman Hall); South West Campus (includes Beddow, Merrill, Sweeney, and Thorpe Residence Halls); South East Campus (includes Emmons, Herrig, Saxe, and Woldt Residence Halls); Central Campus (includes University Center, and Barnes Food Commons); North Central Campus (includes Barnes Residence Hall, Powers Music Bldg., Library, Off Campus Education Bldg., Grawn Hall, Central Hall, North Hall and Warriner Hall); and South Central Campus (includes Brooks Science Bldg., Anspach Hall, Pearce Hall, Economic Expansion and Security Offices).

(8) STEWARDS AND ALTERNATE STEWARDS

(a) In each district, employees in the district, shall be represented by the District or Alternate Steward who shall be a regular seniority employee and working in the district. During scheduled overtime periods for more than one employee in his district, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district he can perform, and shall be so notified and scheduled.

(b) The stewards, during their working hours, without loss of time or pay, may, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer upon having permission from his

supervisor to do so. The supervisor will 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 Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

(c) A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances, and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

(d) When a Steward's union duties require him to visit a work area of the Employer, he will first of all contact the supervisor of that area.

(e) The Union will furnish the Service Staff Personnel Office with the names of its authorized Representatives and members of its Grievance Committees 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, keep the Union advised as to its representatives.

(9) EMPLOYEE RELATIONS AND SAFETY COMMITTEES

Employee Relations and Safety Committees of not more than five (5) employees each and the Employer's representatives shall be established in the Food Service, Maintenance, and Housing areas respectively. The Union will furnish the Employer the names of the employees appointed to these committees. The committees shall meet at least once a month during regular working hours for a period of not to exceed two (2) hours. The purpose of these meetings will be to provide a direct two-way means of communication between the Employer and employees in each of the three major work areas within the Bargaining Unit. Topics for discussion at these meetings will include, but are not to be limited to, matters of safety, working conditions, schedules, procedures, and the prevention of formal grievances based on insufficient information or misunderstandings.

(10) SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meetings shall be between representatives of the Employer and at

least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(11) GRIEVANCE PROCEDURE

Any employee grievances or questions of interpretation arising under this agreement, or supplemental agreements thereto, shall be presented and processed as set forth below.

PRESENTING A GRIEVANCE

STEP ONE (1) IMMEDIATE SUPERVISOR (VERBAL)

If an employee feels he has a grievance he may discuss the grievance with his immediate supervisor or refer the grievance to the Steward of his district who may accompany, and represent, the Employee in a discussion of the matter with his Immediate Supervisor.

STEP TWO (2) DEPARTMENTAL SUPERVISOR (VERBAL)

If the matter is thereby not resolved, the Steward and employee may discuss the grievance with the Departmental Supervisor on his shift. In the absence of a Departmental Supervisor on his shift, the Steward may refer the grievance to the appropriate day shift Steward who may discuss the matter with the Departmental Supervisor.

STEP THREE (3) ADMINISTRATIVE HEAD OF UNIT OR DIVISION (WRITTEN)

(a) If the grievance is not resolved, the Steward may refer the grievance to the Chief Steward who may reduce the grievance to writing, clearly indicating the provision or provisions alleged to have been violated, and adequately setting forth the facts pertaining to the alleged violation, and present it to the Administrative Head of the Unit or Division. A meeting will be arranged between the Chief Steward, aggrieved employee, and the Administrative Head. The grievance must be presented in writing by the Chief Steward to the Administrative Head of a Unit or Division within thirty (30) calendar days after its occurrence in order to be a proper matter for the grievance procedure.

(b) The Administrative Head or his designated representative will then answer the grievance in writing within four (4) working days from the date of the meeting at which the grievance was discussed unless time limit is extended by mutual agreement.

(c) Any grievance not appealed in writing from an answer at the third (3rd) step of the grievance procedure to the fourth (4th) step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

STEP FOUR (4) SERVICE STAFF PERSONNEL OFFICE (WRITTEN)

(a) If the Administrative Head's answer is not satisfactory, the grievance may be referred to the Local President who may submit his appeal on an agenda to the Service Staff Personnel Office. A meeting between no more than three representatives of the Local Union and the representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Service Staff Personnel Office.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a request has been made.

(c) The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will grant permission and provide sufficient time to the Local President or his representative to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of the Local President or his representative leaving his 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 local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

(d) The Service Staff Personnel Office will answer the grievance in writing within six (6) working days from the date of the meeting at which the grievance was discussed in accordance with paragraph (a) above. The Union agrees that when the Service Staff Personnel Office deems it necessary to involve a higher level official of the Employer, and if requested, four (4) additional working days for time of answer will be granted.

(e) Any grievance not appealed in writing from an answer at the fourth (4th) step of the Grievance Procedure to the fifth (5th) step of the Grievance Procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

STEP FIVE (5) BOARD OF APPEAL (WRITTEN)

(a) If the Service Staff Personnel Office and the Union representative do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the Council Representative. The representative of the Council will review the matter and, if he wishes to carry the matter further, he

will, within fifteen (15) calendar days of the Employer's answer, refer the matter to the Appeal Board. This time limit may be extended by mutual agreement.

(b) If the Council refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Chief Steward and the written answers to the grievance and such other written records as there may be in connection with the matter, and forward the same to the Service Staff Personnel Office, together with a notice that his answer with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition. Such disposition is to be made within two calendar weeks of the submission to the Appeal Board. The time limit may be extended by mutual agreement.

(c) The Appeal Board shall consist of two representatives of the Employer and two representatives of the Council or International Union, and, when necessary, an Arbitrator. The Employer and the Union may each elect to have a third representative whose participation will be limited to observing the proceedings and to providing information, upon request, pertinent to the matter under consideration by the Board.

(d) In the event that they are unable to settle a matter, it shall be determined by decision of the Arbitrator selected by the parties or in the event they cannot agree upon an Arbitrator within five (5) working days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

(e) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he substitute his discretion for that of the Employer of the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(f) Finality of Decisions. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any Appeal Board.

WITHDRAWAL OF CASES

(a) A grievance may be withdrawn without prejudice during the first four (4) steps of the Grievance Procedure and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(b) After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

(12) COMPUTATION OF BACK WAGES

(a) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

(b) Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

(13) DISCHARGE OR DISCIPLINE

(a) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify, in writing, the Steward in the district of the discharge or discipline.

(b) A discharged or disciplined seniority employee, upon his request, will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Administrative Head of the unit or his designated representative will arrange for a meeting to be held with the discharged or disciplined employee and his Steward. Exception may be made to this provision, with immediate action taken by Employer to remove employee from premises, in cases involving drunkenness, violence, willful destruction of property, etc. The district steward will be notified of action taken in these cases.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Local President to the Director of Personnel within two (2) regular scheduled working days of the discharge or discipline. The Director of Personnel will review the discharge or discipline, and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than two (2) years previously.

(e) Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

(14) SENIORITY DEFINED

Seniority shall be (by department and classification) in accordance with the employee's last date of hire unless re-negotiated by division or occupational groups.

(15) SUPER-SENIORITY

Super-Seniority, for the purpose of layoff and recall priority only, will be granted to Local Union officers, stewards, and to members of the Local Negotiating Committee (while the Committee is actively engaged in negotiations) in the order listed above.

(16) SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, and Chief Steward of the Local Union, (if they are employees of the Employer), shall, in the event of a layoff, only be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

(17) SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform.

(18) SENIORITY OF NEGOTIATING COMMITTEE MEMBERS

Notwithstanding their position on the seniority list, members of the Local Union Negotiating Committee (while actively engaged in negotiations) shall, in the event of a layoff of any type, be continued at work as long as there is a job in their district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform. The committee shall be limited in size to seven (7) members.

(19) SENIORITY LISTS

(a) The seniority lists on the date of this agreement will show the names and classifications of all employees of the department entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

(b) The Employer will keep seniority lists up to date at all times, and whenever a steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will post corrected seniority lists every six (6) months in each department.

(c) Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the University shall forward to the Council two (2) copies of the seniority list of all Union members covered by this Agreement. The Council shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union

duties require them to have such information.

(20) PROMOTIONS

The Employer will make promotions within each department available on a seniority basis to its employees who possess the general physical qualifications as well as the special qualifications and training necessary.

(21) VACANCIES

(a) Job vacancies shall be posted for seven (7) calendar days in conspicuous places in all work units and filled within thirty (30) calendar days thereafter, provided qualified applicants are available. Employees who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration shall indicate their desire for consideration by submitting a written notice to the Service Staff Personnel Office which shall be dated and signed. Exceptions may be made, at the discretion of the Employer, which may reduce the posting period from seven (7) to three (3) days when vacancies occur for male equipment sanitizers.

(b) Vacancies shall be filled in the following order:

- (1) First consideration shall be given to employees in the department in the same classification series who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration. In the event there is more than one candidate for the vacancy, consideration shall be given the employee with the most seniority in the classification series.
- (2) In the event the vacancy cannot be filled under (b) (1), consideration shall next be given to other employees within the department in other classifications who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration. In the event there is more than one candidate for the vacancy, consideration shall be given the employee with the most seniority in the department.
- (3) In the event the vacancy cannot be filled under (b) (1) and (2), consideration shall next be given to other employees, including temporary employees, on the campus in any department who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration. In the event there is more than one candidate for the vacancy, consideration shall be given the employee with the most seniority at the University.
- (4) The Employer reserves the right to make exceptions to the provisions of this section, as well as any other restrictive sections of this Agreement when promoting and/or filling vacancies in the University Security Department. Such exceptions, if made, will not be legitimate grounds for grievance.

(c) The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his written request for promotion to the Employer on or before the end of the seventh (7th) calendar day from the time the job is posted.

(d) Employees shall begin accumulating seniority in the new classification from the first date of appointment thereto and shall, for the purposes of computing seniority lists in the event of a layoff, continue to accumulate seniority in his previous classifications.

(e) If it should become necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.

(f) The employee who is promoted shall be granted a four (4) week trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

(g) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Steward of the District. The matter may then become a proper subject for the grievance procedure.

(h) During the trial period, employees will receive the rate of the job they are performing.

(i) If an employee is temporarily (that is, on a day-to-day basis and for less than five (5) days) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of fifteen (15) cents per hour. If the temporary assignment in a higher classification is for eight (8) hours or more, the employee will receive the increase in pay for all hours worked.

(22) TRANSFERS

(a) Transfer of Employees: If an employee with seniority is transferred from one department to another department he will begin accumulating seniority in the new department and/or classification from the date of his transfer thereto.

(b) If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to his former position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

(c) Employees transferring under the above circumstances (TRANSFERS) (a) and (b) shall retain all rights accrued for the purpose of any benefits affected by

length of service provided for in this Agreement.

(d) If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

(e) The Employer agrees that in any permanent movement of work not covered in TRANSFERS (a), (b), and (d), he will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

(23) SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

(24) LAYOFF PROCEDURE

(a) When there is a decrease in force, the following procedure shall be followed: Temporary and probationary employees will be laid off on a departmental or occupational group basis, whichever is in effect, provided the seniority employees can do the available work.

(b) Seniority employees will be laid off according to seniority provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs unless he has previously performed the higher rated job and is able to do the work.

(c) In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the Appeal Board step of the grievance procedure.

(d) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(25) RECALL PROCEDURE

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.

(b) Seniority of an employee who is reemployed from a seniority list in the same unit or division that he was laid off from shall be restored his seniority

including that which he otherwise would have acquired during the period of his layoff .

(c) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Extension may be granted by the Employer in proper cases.

(26) TEMPORARY LAY-OFFS

Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the lay-off procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the management to adjust the working force according to the lay-off provision of the Agreement and the Employer will do so within five (5) working days thereafter. During such adjustment the Employer will endeavor to give consideration in retaining the senior employees wherever time and circumstances permit.

(27) WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

(a) The Employer will, so far as reasonably practicable in employing new people in any department, give work opportunity to employees with seniority of other departments who are at the time laid off and are not expected to be returned to work in their department.

(b) An employee with seniority who is laid off and given work in another department will accrue seniority effective as of the date of entry into this department.

(c) Employees who are recalled from a layoff may be required to successfully pass a physical examination before they return to work.

(28) LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the grievance procedure.

(c) He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability, recovers, has his pension discontinued, and is reemployed, his seniority including that which he otherwise would have acquired during the period of his disability shall be restored, provided, however, if the period of his disability retirement was for a period longer than the seniority he had on the date his pension for permanent total disability began, he shall, upon the discontinuance of his permanent total disability pension, be given

seniority equal to the amount of seniority he had on the date such pension began.

(d) He is absent from his job for five (5) consecutive working days without notifying the Employer. In proper cases, exception may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of such case is not satisfactory the matter may be referred to the grievance procedure, but the Employer will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.

(e) If he does not return to work when recalled from layoff. In proper cases, exceptions may be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as (e) above.

(g) If he is laid off during the term of this Agreement for a continuous period equal to the seniority he has acquired at the time of such layoff.

(29) PROBATIONARY EMPLOYEES

(a) New employees hired in a department shall be considered as probationary employees for the first ninety (90) days of their continuous employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the department or occupational group whichever is in effect and shall be credited with the full seniority for continuous service from the date of original hire which may include employment on both probationary and full-time temporary status. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Union activity.

(30) TEMPORARY EMPLOYEES

(a) There shall be no seniority or rights or recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any department covered by this agreement within this nine (9) months period, they will, after serving the ninety (90) day probationary period, be credited with full seniority for all continuous service from date of original hire which may include employment on both probationary and full-time temporary status. Temporary employees will serve the probationary period only if they are promoted to a position in a department

or trade in which they have not previously worked a minimum of ninety (90) days during their employment by the Employer.

(b) With the exception of the section (a) above, the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(31) CONTRACTING AND SUB-CONTRACTING

In no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as the result of outside contracting or sub-contracting in an operational unit of the Employer. In the event of a permanent close down of an operation, a special conference on the matter will be arranged by the Employer.

(32) WORK OF SUPERVISION

Supervisory employees shall not perform work on any hourly rated job classification if the result would be to displace an employee in the bargaining unit, but this will not prevent such work (1) in emergencies, when regular employees are not immediately available, (2) in the instruction or training of employees, (3) in testing materials and production, and (4) in the performance of necessary work when production difficulties are encountered.

(33) PERSONAL LEAVE

Leaves of absence up to three (3) months (without pay) may be granted in cases of exceptional need for those employees who have been employed on a regular basis and have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the Employer for additional three (3) months periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of the employee's work lasts for a period of sixty (60) days or more, the employee may be required to take another physical examination before returning to work.

(34) LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

(a) When a leave of absence (without pay) is granted due to illness or disability and requires the services of a physician, then the employee must procure and have available for the Personnel Office a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended by the Employer to a maximum of two (2) years.

(b) The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays

falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Payroll Department of the University Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period. All leaves of absence must be requested in writing and approved by the administrative head and cleared through the Personnel Office.

(35) EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the University Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

(36) MILITARY LEAVE

(a) Short Tours of Duty

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days leave of absence (without pay) when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation, he will receive full pay.

(b) Extended Service

Any employee, other than temporary employees, who leaves the University to serve in the armed forces of the United States who returns to the University within ninety (90) days after he has been discharged from the armed forces, may return to the same department in which he was employed before and will be credited with full and continuing seniority from date of hire.

An employee returning from the armed forces may be required to successfully pass a physical examination before he returns to work.

An employee returning within the ninety (90) days should notify the Director of Personnel of the date he plans to return for employment.

(37) LEAVE FOR UNION BUSINESS

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence (without pay) for periods not to exceed two (2) years or the term of office, whichever may be the shorter.

Upon their return, they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, it will be necessary for the employee to take a physical examination at the Health Center before returning to work.

(38) UNION EDUCATIONAL LEAVE

Leaves of absence (with pay) will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed five (5) employees and the number of working days will not exceed three (3) for each employee in any one (1) fiscal year beginning July 1, 1967.

(39) MATERNITY LEAVE

Employees will not be kept on the active payroll beyond the end of the fifth (5th) month of pregnancy. Any employee who has at least a minimum of one (1) year's seniority may request a maternity leave (without pay), up to a maximum of ten (10) months, by writing to her department supervisor. The department supervisor will send the Request for Leave of Absence, with proper signatures, to the Personnel Department at this time.

Application for reinstatement from such leave must be made before the leave expires. The assignment upon return from maternity leave will be dependent upon the jobs available and not restricted to the same unit or the same class level which was held by the employee previous to her maternity leave.

If it is not possible to assign work to the employee immediately upon a return from maternity leave, she will be granted an extended leave for a maximum of three (3) months, during which time the Personnel Department will make a concerted effort to find employment for her. If the employee is not returned to work during this three (3) months period, she will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee must take another physical examination at the Health Center before returning to work. The employee will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick time.

The employee must check with the Payroll Department of the University Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance during this period.

(40) JURY DUTY

An employee with seniority who serves on Jury Duty or as a subpoenaed witness, and is not the defendant, will be paid the difference between his pay for jury duty or witness fee and his regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at Court.

(41) MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a lay-off or leave of absence of any kind, and the employee is not satisfied with the determination of the designated physician of the Employer, he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the employee the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding on the parties. The expense of the third party shall be shared equally by the University and the employee.

(42) UNION BULLETIN BOARD

(a) The Employer will provide enclosed bulletin boards that may be locked (or a type mutually agreed upon) in each district which may be used 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
5. Posting of position vacancies

(b) The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

(43) SHIFT DIFFERENTIAL (Effective date, 7-1-67)

Employees who work on the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour and twenty (20) cents per hour respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

(44) SHIFT HOURS

The first shift is any shift that regularly starts on or after 5:00 a. m. but before 1:00 p. m. The second shift is any shift that regularly starts on or after 1:00 p. m. but before 9:00 p. m. The third shift is any shift that regularly starts on or after 9:00 p. m. but before 5:00 a. m. An employee (except Food Service employees starting work between 10:00 a. m. and 11:00 a. m.) whose regular daily working hours are scheduled in such a manner that he is working five (5) or more straight time hours on a shift other than the one on which he commences his day's work shall be paid shift differential for the day, based on the later shift.

(45) REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. 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.

(46) WASH UP TIME

Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

(47) CALL-IN PAY (Effective date, 11-27-66)

An employee reporting for emergency duty at the Employer's request for work which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

(48) TIME AND ONE-HALF (Effective date, 11-27-66)

(a) Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.

(b) 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.

(c) Time and one-half the regular straight time rate will be paid for all time worked on a legal holiday in addition to holiday pay. (See Holiday Provisions on page 23)

(d) For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a sick day for which he receives sick leave pay will be counted as a day worked.

(e) For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday for which he receives holiday pay will be counted as a day worked.

(f) For the purpose of computing overtime pay, the employee's straight time rate will be his average hourly rate (excluding premium pay for higher classification work and overtime) earned during the work week in which overtime payment is due him and will include shift differential whenever applicable.

(g) The allowance of overtime or premium pay (other than shift differential or

for higher classification work) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

(h) The Employer agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium. The Employer reserves the right to adjust work schedules, on a temporary basis, on four (4) occasions in the Food Service area.

(49) EQUALIZATION OF OVERTIME HOURS

(a) Overtime hours shall be divided as equally as possible (subject to seniority of Officers and Stewards) among employees with the same classification shift and operation in their District. An up-to-date list, showing overtime hours accumulated during the life of the Agreement, will be posted in a prominent place in each district before the 15th of each month.

(b) Whenever overtime is required, the person with the least number of overtime hours with the required classification, shift, and operation within their district will be called first and so on down the list in attempt to equalize the overtime hours. Employees in other classifications and from other shifts or operations may be called if there is a shortage of eligible employees. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

(c) For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of the employees working during that overtime period. (2 hour minimum)

(d) Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

(e) Excess overtime hours will be carried over each year and are subject to review at the end of each period.

(f) Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified.

(g)

During scheduled overtime periods for more than one employee in his district, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district he can perform and shall be so notified and scheduled.

(50) LEGAL HOLIDAYS

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Good Friday afternoon shall be paid holidays.

(a) Each employee not on leave-of-absence or layoff who is not scheduled to work on any such holidays shall be paid for eight (8) hours (four (4) hours only on Good-Friday afternoon) at his regular straight-time rate of pay, provided that:

(1) Such employee is and has been on the active payroll of the University at least ten (10) days immediately preceding the holiday involved.

(2) Such employee works or is excused from his scheduled work day immediately preceding and his scheduled work day immediately succeeding the holiday involved.

(b) An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

(c) Whenever one of these holidays falls on a Saturday or on a scheduled day off in the employee's work week and the employee does not work on this day and no other day is observed as a holiday by the Employer, the employee will receive an additional day, the time to be arranged with his supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

(d) If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal leave.

(e) Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

(51) ADDITIONAL HOLIDAYS

All regular employees will receive the first working day either before or after (to be designated by Employer) Thanksgiving Day, Christmas Day and New Year's Day as additional holidays.

Employees required to work on one or more of these additional holidays will be paid his regular straight-time rate for the day and he will receive an additional day off with pay during the week preceding or following the holiday or will be paid for an additional day in lieu of the holiday, the time to be arranged with his supervisor.

(52) VACATIONS

Employees will accumulate vacations with pay based on an employee's length of continuous employment as follows:

One (1) day per month or major fraction thereof for the first twelve (12) months.

One and one-fourth (1-1/4) days per month from the end of the twelfth (12th) month through the eighty-fourth (84th) month.

One and one-half (1-1/2) days per month beyond the eighty-fourth (84th) month.

(a) Bonus - On June 30, immediately following the eighty-fourth (84th) complete month of continuous service, and every subsequent June 30 thereafter, the employee will have two additional days of vacation credited to his vacation allowance. (Maximum vacation days per year, including the two (2) bonus days, are twenty (20) days for twelve (12) month employees and seventeen (17) for ten (10) month employees).

(b) The vacation allowance for any one year will be determined by months served between July 1 and June 30.

(c) Any employee with less than one year of service whose employment is terminated automatically waives his right to all accumulated vacation time. Employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that fiscal year.

(d) An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department, provided:

(1) All vacation allowances accrued to June 30 must be taken during the twelve months immediately following the vacation accrual period with the following exceptions:

(a) If it is to the mutual convenience of the University and the employee, any employee with more than one year's service may take part or all of the vacation time he has earned at any time during the year in which it accrues.

(b) If requested by employee and recommended by the supervisor, and with written approval of the Business Office, an employee with more than one year's service may be paid regular salary in lieu of vacation time in any fiscal year.

(e) If a holiday falls within an employee's vacation, he will be given an additional day of vacation, time to be arranged with supervisor.

(f) Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed. Employees working either full or part time on temporary jobs are not entitled to vacation benefits.

(53) RETIREMENT

All employees of the institution are covered under the Michigan Public School Employees Retirement Fund, which is correlated with the Federal Social Security program.

(a) Coverage - All employees of the University are required by law to be members of the Fund. This is not a matter of choice.

(b) Deductions - Contributions to the Fund are on a matching basis by employee and employer. Each employee contributes 3% of the first \$4,200 in wages received during a calendar year into the Fund and 5% of any wages received above that amount. These contributions are automatically deducted from an employee's gross pay.

(c) Qualifications - In order to qualify for retirement payments from the Michigan Public School Employees Retirement Fund, a school employee must satisfy certain age and service requirements.

Regular retirement age is 60.

The minimum service requirement is the equivalent of 10 years of full-time work under this system, of which the last two years must be complete consecutive years of service ending after age 50; or if he returns for the equivalent of two full-time years in the five years immediately preceding the effective date of his retirement allowance at age 60.

A person with 25 or more years of service may leave public school work regardless of age and be entitled to a retirement allowance at age 60.

A person with 30 or more years of service may, if he wished to do so, start drawing his allowance at any time after age 55 on a reduced basis. The reduction is 1/2% for each month he wishes to start drawing his allowance before reaching age 60. The amount at which he starts his allowance will remain the same throughout his lifetime.

Disability retirement is based on the same requirements as regular retirement and the allowance is computed the same, except that the person applying for a disability retirement allowance does not need to meet the age requirement. If such person has 10 or more years' service under this system and is totally and permanently disabled, he may apply for a disability allowance immediately.

Disability allowances must be applied for within 18 months of the time the person left school work, and preferably much sooner than that.

Total disability means the person cannot continue to perform his school work because of his disability. Permanent disability means that the disability must reasonably be expected to continue at least six months after the application is filed.

(d) Computation - How to Compute Your Annual Retirement Allowance.

1. Find your average salary for your best five consecutive years with no limit on salary.
2. Take 1% of the first \$4,200 of that average.
3. Take 1-1/2 % of the remainder, if any.
4. Add 2 and 3 above, and multiply the total by your total years and fractions of a year of service, with no limit on the number of years of service. In addition to your annual retirement allowance, you may be eligible for a Social Security allowance. This is entirely separate from the allowance from the retirement system and application must be made to the nearest Social Security office.

(e) Refunds - Persons who are eligible for a retirement allowance cannot receive a refund. Persons who leave public school work and do not expect to return to public school work in Michigan may apply for a refund.

There is no time limit on applying for refunds. So long as they are left on deposit they earn interest at 2-1/2 % per year. Refunds are paid on the basis of 75% of contributions before July 1, 1945.

(f) Mandatory Retirement - All staff members must retire from active duty on or before the close of the fiscal year during which they attain the age of 70.

(54) SICK LEAVE

I. Definitions

(a) Working day shall be interpreted to mean any day of the week providing such day is a scheduled working day for the employee. A work week, for the purposes of this policy, shall be interpreted to mean any five days of a regular week.

(b) Immediate family includes the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, and any person for whose financial or physical care he has been principally responsible.

II. Sick Leave Credit

(a) Full-time Ten and Twelve Month Employees

All employees are entitled to sick leave benefits on the basis of one-half (1/2) working day for each completed bi-weekly payroll period in which they are credited for five (5) or more days of work, up to a maximum of two hundred (200) days, provided that at no time shall the accumulation for any one calendar year exceed thirteen (13) days, or the total accumulation exceed two hundred (200) days. Sick leave credit in excess of the normal ten (10) days may be earned by ten month employees on the following basis: (1) one additional day for summer session of at

least two weeks; (2) two additional days for a summer session of at least six weeks.

(b) Part-time Employees

Employees (including temporary building and grounds employees with three (3) months or more of continuous service) who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

(c) Accumulation of Sick Leave While Off Duty Because of Illness

All employees will continue to accrue one-half day per bi-weekly payroll period sick leave credit as long as they are on the payroll even though they are absent from duty. Employees on leave of absence without pay will not receive any sick leave credit during such leave.

III. Use of Sick Leave Credit

(a) All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the University. Any utilization of sick leave allowance by an employee must have the approval of the appointing authority or designated supervisor.

(b) All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs his work or the institution provides a substitute. An employee will be considered absent if he fails to appear for his regularly scheduled duties for one-half day or more because of illness or injury, and his sick leave credit will be debited for the time he is absent from work.

(c) If an employee elects to use his sick leave while off duty because of a compensable accident or injury (one covered by Workman's Compensation) and receive his full salary, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his full-time salary and his compensation benefits for each pay period.

(d) Each employee, desiring consideration for sick leave benefits, may be required to file with the Business Office either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

(e) Whenever an employee has used up all of his sick leave credit, he will be removed from the payroll until he reports back to duty.

In computing terminal sick leave payments in items (f), (g), or (h) below, a fraction of a year will be pro-rated on a monthly basis with one-half (1/2) or more of any month being considered as an entire month.

(f) An employee who separates from University service for retirement purposes, who will be receiving pension payments from the University Retirement Program within six (6) months after his separation date, having been employed a minimum of ten years at Central Michigan University, and has reached the minimum age of sixty (60) or is willing to accept pro-rated payment on the basis of full benefits at age sixty (60) (if at age 55, (fifty-five) 55/60 of full possible amount, at age 56, (fifty-six) 56/60, etc.), shall be paid for either two-thirds of his unused sick leave, or a maximum of 120 days, whichever is the lesser as of the effective date of the separation. Such compensation is to be made at the employee's current rate of pay.

(g) An employee who separates from the school service because of permanent disability shall be paid for either two-thirds of his unused sick leave or a maximum of 120 days, whichever is the lesser. Such compensation will be made at the employee's current rate of pay.

(h) In case of the death of an employee (regardless of age or length of service at Central Michigan University), payment of either two-thirds of his unused sick leave, or a maximum of 120 days, whichever is the lesser, shall be made to the beneficiary or estate. Such compensation will be made at the employee's current rate of pay.

(i) In case of death in the employee's immediate family, the employee will be given approved absence, as required by the circumstances, not to exceed three (3) days. Should the circumstances require an absence beyond three (3) days, up to an additional five (5) days may be charged to sick leave.

(j) Sick leave may be utilized by an employee for attendance at the funeral of a close friend or relative.

(k) Sick leave may be utilized by an employee in the event of serious illness, injury, or hospitalization of a member of the employee's immediate family which necessitates the employee's absence from work. Sick leave used under this provision shall be limited to an accumulative total not to exceed six (6) days in any one contractual year.

(l) Sick leave may be utilized by an employee for appointments with doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

IV. Records and Reports

(a) The Business Office shall maintain a sick leave record on all employees.

The record shall be credited with earned sick leave credit each bi-weekly payroll period and debited periodically as sick leave benefits are used.

(b) Employees must notify immediate supervisor, at the earliest opportunity, when they will be off work because of illness. The immediate supervisor is charged with the responsibility of reporting to the Business Office of the University on each payroll report all absences in his Department which are chargeable against sick leave credit. This will be the original record from which the Business Office will secure the information for the permanent record. In addition, each Department or Division Head shall report verbally to the Business Office all absences in his Department for that day.

(55) HOSPITALIZATION AND SURGICAL INSURANCE

The Employer agrees to pay the full single subscriber premium for Blue Cross-Blue Shield Hospital Surgical Insurance (excluding Major Medical) during the 1967-68 fiscal year.

(56) LIFE INSURANCE

(a) T. I. A. A. Group Life Insurance is available to all employees, after three (3) years of continuous service, for which the employee pays one-half (1/2) the cost with the University paying the remainder.

(b) The amount of coverage and premium costs for the employee are indicated below:

<u>If Annual Salary is:</u>	<u>Coverage is:*</u>	<u>Cost Per Pay On A Bi-Weekly Basis</u>
Less than \$5,000	\$3,000	\$0.70
\$5,000 but less than \$10,000	\$6,000	\$1.39

*Life insurance is in this amount. If accidental death should occur, the amount doubles.

(c) For those employees who work only ten months, the summer premiums will be deducted from their final pay check in June of each year.

(57) FEE REFUND

Full time employees with a minimum of one year of service have the opportunity to take University credit courses and, under certain conditions, receive a refund of their regular fees payment. This refund applies only to the regular fees charged all students for enrollment for a specific number of semester hours. All special or other incidental fees, such as music fee, special course fee, parking, etc., are not refundable.

Conditions for refund are:

(a) Prepare and submit an Employee Request for Eligibility Certification and Fee Refund form #P-49.

(b) Courses must be taken during hours the Employee is not scheduled to be working for the Employer.

(c) Take not more than two (2) courses and not more than six (6) semester hours of credit be allowed in any single semester.

(d) Complete course and earn a grade of "C" or better.

(58) UNIFORMS

When an employee is assigned to work for which the wearing of a uniform, special clothing, or equipment is required (required by an outside agency having jurisdiction, or by University regulations), the University shall provide them.

(59) PARKING REGULATIONS

Employees (after registering their automobile, paying a fifty cent (\$.50) annual registration fee, and properly displaying the parking decal) may park in any campus parking lot open to Faculty, Staff, or Students. Parking in other lots posted for other specific uses is not permitted. Those driving more than one car must register each car. For further information, see the "Parking and Traffic Regulations" obtainable in the Business Office.

(60) LONGEVITY PAY

All regular full-time employees within the bargaining unit in the active service of the Employer as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment:

(a) Longevity pay shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full-time continuous service.

(b) After completion of seven (7) years of continuous full-time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

(c) To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

(d) Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1966.

(e) Effective October 1, 1966, pro-rated payments on a monthly basis with one-half (1/2) or more of a month being considered as an entire month, shall be made to those employees who retire under the University retirement plan prior to October 1, 1967, and to those who retire prior to October first of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death, longevity payments shall be made to the dependent. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement, separation, or death, and shall be made as soon as practicable thereafter.

(f) No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$6,000.

(g) Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
After 7 years and through 12 years	3% of annual wage
After 12 years and through 17 years	5% of annual wage
After 17 years and through 22 years	7% of annual wage
After 22 or more years	9% of annual wage

(61) ON-STEP ADJUSTMENTS (Retroactive to 7-1-67)

The Employer agrees to review all employee wages and make the necessary adjustments to place all employees who are not presently on a step of the salary schedule to the next higher step of the schedule in their classification.

(62) WAGE RATE PLAN

Employees included in the Bargaining Unit at Central Michigan University will receive wages as indicated below (effective 7-1-67):

Classification	Inc.	1	2	3	4	5
F-T		1.75				
F-1	200	3,700	3,900	4,100	4,300	4,500
		1.78	1.88	1.97	2.07	2.16
F-2	205	3,920	4,125	4,330	4,535	4,740
		1.88	1.98	2.08	2.18	2.28

Classification	Inc.	1	2	3	4	5
F-3	225	4,360 2.10	4,585 2.20	4,810 2.31	5,035 2.42	5,260 2.53
F-3J	260	4,820 2.32	5,080 2.44	5,340 2.57	5,600 2.69	5,860 2.82
M-0	200	3,700 1.78	3,900 1.88	4,100 1.97	4,300 2.07	4,500 2.16
M-1	225	4,360 2.10	4,585 2.20	4,810 2.31	5,035 2.42	5,260 2.53
M-2	265	4,830 2.32	5,095 2.45	5,360 2.58	5,625 2.70	5,890 2.83
M-3	275	5,320 2.56	5,595 2.69	5,870 2.82	6,145 2.95	6,420 3.09
M-3J	300	5,560 2.67	5,860 2.82	6,160 2.96	6,460 3.11	6,760 3.25

Temporary Buildings and Grounds

\$1.78 an hour

(63) STRIKES

The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott or any unlawful acts that interfere with the Employer's operations. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

(64) CONTINUED BENEFITS

Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement which were not changed by this Agreement will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

(65) 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.

(66) CONTRACT DOCUMENTS

The provisions herein contained, and the four supplemental letters pertaining to job classifications, constitute the entire Agreement between the parties.

(67) SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed.

(68) RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before _____ and the International Union and its local Union will recommend to the employees that it be ratified.

(69) TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p. m. June 30, 1968.

(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 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 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 the 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 Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council #7, and if to the Employer, addressed to Director of Personnel, or to any such address as the Union or the Employer may make available to each other.

(70) EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1967.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date signed _____

MICHIGAN STATE EMPLOYEES UNION
COUNCIL NO. 7, AFSCME, AFL-CIO

EMPLOYER

Council Rep.

Committee

This Agreement was signed on August 2, 1967
by:

For the University:

Dr. N. C. Bovee, Vice-President for Finance.

For the Union:

William Hayes, President

Charles Minner, Representative

All provisions are retroactive to July 1, 1967.

August 2, 1967

Local Union 1568
American Federation of State
County and Municipal Employees
Mt. Pleasant, Michigan

Attention: Staff Representative
Council #7 AFSCME, AFL-CIO

Dear Sir:

It is agreed that the Employer will authorize one (1) Journeyman M-3J position in each of the following trades or classifications for a total of eleven (11) positions:

Carpenter	Mechanic	Tinsmith
Electrician	Painter	Welder
Fireman	Plumber	Zoneman
Mason	Refrigeration	

The Union will be notified in the event additional Journeyman classifications are authorized.

All skilled employees meeting the criteria of card-carriers, license bearers, or who have six (6) or more years experience within the trade, with a minimum of one (1) years such experience with the Employer, shall be moved to the M-3 classification and promoted to the M-3J classification as openings occur according to seniority.

Promotions will be recognized by one full increment of wage increase above and beyond the annual increment within the limitations of the salary schedule.

Sincerely,

Acceptance by Union

August 2, 1967

Local Union 1568
American Federation of State
County and Municipal Employees
Mt. Pleasant, Michigan

Attention: Staff Representative
Council #7 AFSCME, AFL-CIO

Dear Sir:

It is agreed that the Employer will authorize one (1) Journeyman F-3J position for a cook in each of the five (5) major Kitchens and one (1) each in the Meat Shop and Bake Shop for a meat cutter and baker respectively.

The Union will be notified in the event additional Journeyman classifications are authorized.

All skilled employees in these classifications (Cook, Meat-Cutter, and Baker) who have five (5) or more years of experience within the trade, with a minimum of one (1) years such experience with the Employer shall be moved to the F-3 classification and promoted to the F-3J classification as openings occur according to seniority.

Promotions will be recognized by one full increment of wage increase above and beyond the annual increment within the limitations of the salary schedule.

Sincerely,

Acceptance by Union

August 2, 1967

Local Union 1568
American Federation of State
County and Municipal Employees
Mt. Pleasant, Michigan

Attention: Staff Representative
Council #7 AFSCME, AFL-CIO

Dear Sir:

It is agreed that the bargaining unit will be divided into three (3) departments for seniority purposes. These departments are the Maintenance Department, Food Service Department, and Custodial Department.

It is further agreed that each employee in the Maintenance Department will have a descriptive title added to his classification which best describes the type of work in which he is primarily engaged. These titles are:

Athletic Equipment Manager	Painter
Bus Driver	Plumber
Carpenter	Policeman
Electrician	Refrigeration
Fireman	Stockroom Attendant
Groundsman	Tinsmith
Lockerroom Attendant	Tool Crib Operator
Maintenance Utility Man	Warehouseman
Mason	Watchman
Mechanic	Welder
Motor Vehicle Operator	Zoneman

Unskilled or semi-skilled employees in the Maintenance Department will be designated as helpers in the various work areas.

Additional titles may be added to this list when needed and the Union will be notified of all such additions.

Sincerely,

Acceptance by Union

August 2, 1967

Local Union 1568
American Federation of State
County and Municipal Employees
Mt. Pleasant, Michigan

Attention: Staff Representative
Council #7 AFSCME, AFL-CIO

Dear Sir:

It is agreed in the implementation of the new salary schedule that employees will be placed on the same step that they currently occupy on the 1966-67 salary schedule with the exception of those on the sixth and seventh steps who will be placed on the fifth step of the 1967-68 salary schedule. Promotions will be recognized by one (1) full increment pay increase above and beyond any merit increment.

It is further agreed that all employees within the bargaining unit who have not been previously furnished uniforms will be issued two (2) uniforms with one (1) additional uniform issued to each employee annually thereafter. Employees will be required to wear uniforms and are responsible for their care and laundry.

It is further agreed that the employer will meet with Union representatives within sixty (60) days after the signing of this Agreement for the purpose of studying and developing an apprentice program in the skilled trades.

Sincerely,

Acceptance by Union
