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LABOR AND INDUSTRIAL  
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Michigan State University



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agreement between

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CENTRAL MICHIGAN UNIVERSITY

\_\_\_\_\_

and LOCAL UNION No. 1568

\_\_\_\_\_

Council No. 7, AFSCME, AFL-CIO

\_\_\_\_\_

July, 1969

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*Central Michigan University*

**AGREEMENT**

*Between*

**Central Michigan University**



*and*

**Local No. 1568, Council No. 7**

*of the*

**American Federation of State,  
County and Municipal Employees Union  
AFL - CIO**



**July, 1969**

## PREFACE

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

The University and Union recognize the moral principals 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, or for participation in or affiliation with any labor organization.

## **AGREEMENT**

This Agreement entered into this 17th day of July, 1969 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").

### **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 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.

## DEFINITIONS

- (a) Employees at the University are as follows:
- I. Regular Full-Time Employee—A regular full-time employee is one who is scheduled to work a minimum of forty (40) hours per week on a permanent basis.
  - II. Regular Part-Time Employee—A regular part-time employee is an employee working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis.
  - III. Relief Employee—Any employee who is called for the purpose of relieving bargaining unit members who are absent due to illness or leave of absence (with pay) or any employee who is called to assist bargaining unit members when there are short term abnormal work loads.
  - IV. Seasonal Employees—An employee who is employed in a position which is less than six (6) months duration, which position usually arises regularly, year after year, but always between March 1 and December 1 of each year.
  - V. Student Employees—It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. However, it is understood and agreed that student help will not be used to deprive regular employees on the University's payroll of their regularly scheduled work. Student employees normally working thirty (30) hours, or more per week, shall be considered Temporary Employees.

VI. Temporary Employees—An employee who works at a designated temporary job to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased work loads, or any other conditions that may create short term staffing problems. After four (4) months of employment, the job will be posted as a permanent job. When a designated job may last longer than four (4) months, the University and the Union may, by mutual agreement, extend the time the job may exist before it must be posted as a permanent job.

Notice of hiring of all new employees doing bargaining unit work shall be given the Union. When such an employee is hired for a designated temporary job, the Union will be immediately notified as to the employee's name and the job to be performed. In addition, the names of employees appointed to seasonal positions together with a designation that their position is seasonal will be provided to the Union.

- (b) Department—Each of the three (3) major areas into which the bargaining unit work falls is a department. There are three (3) departments: Maintenance, Auxiliary Enterprises, (Food Services, Motor Pool, and Student Centers) and Housing.
- (c) Seniority—Seniority shall be (by department and classification series) in accordance with the employee's last date of hire as a regular employee. Seniority shall accrue during approved leaves.

### **EMPLOYEES SUPPLEMENTING REGULAR WORK FORCE**

The Union understands that it is the intent of the University to use student help, relief employees, tempo-

rary employees, and seasonal employees to supplement the regular work force and not to replace it. Therefore, no employee in the bargaining unit will be displaced as a result of these employees performing work.

When student help, temporary and seasonal employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis, provided a bargaining unit employee is available and qualified to perform the work.

## **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 Employees of the Employer included in the bargaining unit described as follows:

Non-Teaching employees at Central Michigan University excluding supervisory, executive, administrative, stenographic, clerical, student employees, and equipment managers.

## **RIGHTS OF THE UNIVERSITY**

The University has the right to the general supervision of the Institution and the control and direction of all expenditures from the Institutions funds. The University, by this Agreement, reserves and retains, solely and exclusively, all rights to manage, direct and supervise the University's work force, and affairs and retains solely its management rights and functions

except as they are clearly and expressly limited or abridged by this Agreement.

Such rights are merely by way of illustration, but not limitation, with the understanding they are administered with compliance to the contract provisions: determination and supervision of policies and all operations, methods, processes, duties and responsibilities of employees, size and type of its working force, standards of performing work, assignments, and work to be done; hiring; scheduling; promotions or to demote, transfer, release, suspend, discipline, discharge or layoff employees; the control of University Property.

### **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.

### **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.

### **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.

## 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, Zonemen, Bus Drivers, 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 (including South East Grill); 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 University Center, and Barnes Food Commons); North Central Campus (includes Barnes Residence Hall, Powers Music Building, Old Library, Off Campus Education Building, Grawn Hall, Central Hall, North Hall and Warriner Hall); South Central Campus (includes Brooks Science Building, Anspach Hall, Pearce Hall, Charles Park Library and Security Offices), and Southwest Dormitory Complex (includes Carey Hall, Cobb Hall, Troutman Hall, Wheeler Hall), and Carey Food Commons.

## **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 shall be scheduled to work as long as there is work scheduled in his district that he can perform, and shall be so notified and scheduled.

(b) The Stewards or Alternate Stewards may, in accordance with the terms of this section, investigate and present grievances within their district to the Employer during their working hours, without loss of time or pay, provided they have obtained permission from their supervisor to do so. The supervisor will grant permission and provide sufficient time to the Stewards or Alternate Stewards to leave their work for these purposes subject to the necessary emergency exceptions. The privilege of the Stewards or Alternate 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 legitimate Union business and will not be abused; the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work for legitimate Union business 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 the district supervisors and/or 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 Union business, and that he will perform his regularly assigned work at all times

except when necessary to leave his work to handle such business as provided herein. Any alleged abuse by either party will be a 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 contact the supervisor of that area.

(e) The Union will furnish the 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.

### **EMPLOYEE RELATIONS AND SAFETY COMMITTEES**

Employee Relations and Safety Committees of not more than five (5) employees each and the Employer's representatives, including a designated representative of the Personnel Office, shall establish 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 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 not to be limited to, matters of safety, working conditions, schedules, procedures, and the prevention of formal grievances based on insufficient information or misunderstandings. Reasonable notice will be given of the time and place of the meetings.

## **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Local President of the Union and the Employer or its designated representative upon request of either party. Such meetings shall be between representatives of the Employer and a maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. 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 conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Agreements may be reduced to writing at the request of either party and shall serve as precedent for future similar issues.

## **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. Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When such a group grievance is brought only one employee from that group shall attend the meetings set forth in the grievance procedure as the aggrieved employee.

### **(A) 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 the 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 the 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) 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 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 Personnel Office.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding 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 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 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 fifteen (15) calendar 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 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 Per-

sonnel 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. 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) The decision of the Appeal Board shall be in writing. In the event the Board is unable to settle the matter, it shall be determined by arbitration.

### **ARBITRATION**

(a) The members of the Appeal Board shall, upon finding itself unable to settle a matter, attempt to select an Arbitrator. If either the Union or the University requests, the Appeal Board may adjourn for a period of up to two (2) days, exclusive of Saturday and Sunday, at which time it will reconvene and attempt to agree upon an Arbitrator. If the members of the Appeal Board cannot agree upon an Arbitrator, the party bringing the grievance shall request a list of seven (7) names of Arbitrators to be given to the Board by either the American Arbitration Association or by the Michigan Labor Board. If either party is dissatisfied with said list, it may within three (3) days after its receipt (exclusive of Saturdays and Sundays) reject the list and request a new list of seven (7) Arbitrators. Lists submitted by either the American Arbitration Association or by the Michigan Labor Board shall not contain the

names of Arbitrators who in the last ten (10) years have been members of, employed by, retained by or associated with the University or the Local Union, the Council, or the International Union.

(b) Within five (5) days (exclusive of Saturdays and Sundays) after the parties have received a list of seven (7) Arbitrators, which has not been rejected under this Agreement, the Appeal Board shall meet for the purpose of determining an Arbitrator. If the Appeal Board cannot mutually agree on one (1) Arbitrator submitted on the list, or otherwise, the Union shall strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until only one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The members of the Appeal Board shall then sign a paper stating the name of the Arbitrator selected and the party bringing the grievance shall forward this paper to the organization submitting the list of Arbitrators.

(c) The fees and approved expenses of an Arbitrator shall be paid by the parties equally.

(d) 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 University or the Union where such discretion has been retained by the University or the Union, nor shall he exercise any responsibility or function of the University or the Union.

(e) Finality of Decisions. There shall be no appeal from any Arbitrator's decision. Each such decision shall

be final and binding upon the Union and its members, the employee or employees involved, and the University. 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 arbitrator.

### **WITHDRAWAL OF CASES**

A grievance may be withdrawn without prejudice at any time 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.

### **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.

### **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. 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) regularly 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 at the fifth (5th) step.

(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.

## **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.

## **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.

## **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.

## **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.

## **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 shall post seniority lists twice yearly (June 1 and November 1) in each building.

(c) Within thirty (30) days after the ratification of this agreement and twice yearly (June 1 and November 1) 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.

## **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 ability to do the work.

## **VACANCIES**

(a) Job vacancies shall be posted by the University 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. Copies of postings shall be given to the Chief Steward. Information on job postings will include job title, hours, wages, location. Employees who possess the general physical qualifications for the job as well as the special

qualifications and ability to do the work for the job under consideration shall indicate their desire for consideration by submitting a written notice to the 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) The position shall be awarded to the senior employee in the department in the same classification series who possesses the general physical qualifications, as well as, the special qualifications and ability to do the work for the job under consideration.
- (2) In the event the vacancy cannot be filled under (b) (1), the position shall be awarded to the senior employee within the department in other classification series who possess the general physical qualifications, as well as, the special qualifications and ability to do the work for the job under consideration.
- (3) In the event the vacancy cannot be filled under (b) (1) and (2), the position shall be awarded to other senior employees on the campus in any department who possess the general physical qualifications, as well as the special qualifications and ability to do work for the job under consideration.
- (4) The Employer reserves the right to make exceptions to the provisions of this section when promoting and/or filling vacancies in the University Security Department. Such exceptions, if made, will not be legitimate grounds for grievance. If such exceptions

are made, the Employer agrees to provide the employee with a letter explaining the decision. If the employee is not satisfied, the question shall be considered a proper subject for a special conference.

(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 purpose of computing seniority lists in the event of a layoff, continue to accumulate seniority in his previous classification.

(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 work.
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.

## **WORK IN HIGHER CLASSIFICATION**

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 or the rate of the higher job classification, whichever is higher. If the temporary assignment in the higher classification is for three (3) hours or more, the employee will receive the increase in pay for all hours worked.

## **SENIORITY WHEN PROMOTED OR TRANSFERRED**

(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.

## **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.

## **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) Employees will be laid off according to seniority. 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.

## **RECALL PROCEDURE**

(a) When the working force is increased after a layoff, employees will be recalled according to seniority. 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.

### **SUMMER WORK FOR 10 MONTH EMPLOYEES**

If there are summer work positions available in ten (10) month employee's classification series, the University agrees that employees in that series will be offered the positions available according to seniority provided such employees are qualified and able to do the work available. If such positions are not filled as set forth in the previous sentence, the University agrees to make the positions available on a seniority basis to employees in the department where the position is located provided such employees are qualified and able to do the work available.

The likely duration of such positions shall be posted. Employees accepting such positions shall not be permitted to bump other employees with lesser seniority even though the position held by the greater seniority employee ends sooner. Also, employees who did not originally apply for or who did not qualify for such positions, shall not be permitted to bump employees with lesser seniority who hold such a position.

### **TEMPORARY LAYOFFS**

Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff 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 layoff 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.

### **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 recalled after a layoff which lasted four (4) months or more may be required to successfully pass a physical examination before they return to work.

### **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.

## **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 successfully completes 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 contin-

uous service from the date of original hire into the bargaining unit which may include employment on probationary 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.

(c) 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.

### **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.

### **WORK OF SUPERVISION**

Supervisory employees will not perform bargaining unit work except: (1) in emergencies (2) in the instruction or training of employees (3) testing materials and testing methods of operation (4) in the performance of necessary work when operational difficulties are encountered and qualified employees are not available. In no event will supervisory personnel be utilized for the purpose of preventing payment of overtime.

### **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) month periods, but the total leave time shall not exceed one (1) year. If a personal leave lasts for a period of four (4) months or more, the employee may be required to take another physical examination before returning to work. Seniority of employees shall be continued during personal leave.

### **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 will be for a maximum of two years. However, the duration of this leave may be extended by the Personnel Department.

(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.

## **EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

Employees who are reinstated in accordance with the Universal 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.

## **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.

### **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; however, the duration of these leaves may be extended by the Personnel Department.

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.

### **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. Twenty-five (25) working days per year shall be allocated to the bargaining unit for Union Educational Leave purposes. Four (4) employees only from each department shall take leave at any one time and any one employee in the bargaining unit shall take no more than five working days of this leave per year. The Union agrees to use this leave reasonably.

### **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.

Seniority shall continue to accumulate during maternity leave.

### **JURY DUTY**

An employee with seniority who serves on jury duty or as a subpoenaed witness, and is not a party to the action, 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.

### **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.

### **UNION BULLETIN BOARD**

(a) The Employer will provide enclosed bulletin boards that may be locked (or a type mutually agreed upon) in each building 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.

### **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.

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.

### **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.

## **WASH UP TIME**

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

## **CALL-IN PAY**

An employee required to report for work prior to and continuous with his normal shift and an employee required to report for work 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 provided the employee agrees to come in at the required time. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

## **TIME AND ONE-HALF**

(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) 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.

(d) For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a vacation day for which he receives vacation 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. The four occasions are: Christmas meal, Candlelight breakfast, Fall exam period and Spring exam period. The work schedules for these four (4) occasions shall be altered by no more than one-half ( $\frac{1}{2}$ ) hour.

## **SCHEDULING**

(a) In the event that permanent schedule changes, either hourly, daily or weekly, are contemplated, the University policy will be to arrange a meeting with union representatives of that particular area to discuss the proposed change, i.e., the reasons, duration, etc. The results of the meeting may be the subject of a special conference.

## **EQUALIZATION OF OVERTIME HOURS**

(a) Overtime hours shall be divided as equally as possible (subject to super-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 permanent employee 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 an 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) Excess overtime hours will be carried over each year and are subject to review at the end of each period.

(e) New employees and employees who have changed classification, will be charged with the highest number of overtime hours that exist in the new classification on the day they were hired or reclassified.

(f) During scheduled overtime periods for more than one employee in his district, the Steward or Alternate Steward, 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.

## 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 lay-off 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. Newly hired employees who have 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) Employees required to work on one or more of these Legal Holidays will be paid at two (2) times their straight time rate for that day, and will also be paid for an additional day at their straight-time rate in lieu of the holiday.

(e) 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.

(f) Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to holiday benefits pro rated on the basis of the proportion of the position to regular full time employment.

### **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 at their regular straight time rate for that day, and will receive an additional day off with pay within the pay period, at a time to be arranged by the supervisor. If such additional time off cannot be arranged, the employees will be paid for an additional day at their regular straight time rate, in lieu of the holiday.

### **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 two-thirds (1-2/3) days per month beyond the eighty-fourth (84th) month (maximum of twenty [20] days for 12 month employees, and seventeen [17] days for 10 month employees).

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

(b) 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.

(c) 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) 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, if it is to the mutual convenience of the University and the employee.

(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.

(c) Only employees with more than one (1) year's service may carry over five (5) days unused vacation.

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

(e) Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will

be entitled to vacation benefits pro rated on the basis of the proportion of the position to regular full time employment.

## **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) Pamphlets explaining the Fund shall be issued to all employees.

(c) 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 seventy (70).

## **SICK LEAVE**

### **I. Definitions**

(a) Working day shall be interpreted to mean any day of the week providing such day is scheduled working day for the employee. A work week, for the purposes of this policy, shall be interpreted to mean any five (5) 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, grandparents, and grandchildren, 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 ( $\frac{1}{2}$ ) working day for each com-

pleted 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 in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to sick leave benefits pro rated on the basis of the proportion of the position to regular full time employment.

(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 re-

ardless 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 Personnel Office either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated 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 ( $\frac{1}{2}$ ) 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) [if at age 55 (fifty-five) 55/60 of full possible amount, at age 56 (fifty-six) 56/60, etc.], shall be paid for two-thirds of his unused sick leave, 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 two-thirds of his unused sick leave. 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 two-thirds of his unused sick leave 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) A reasonable number of employees may attend the funeral of an employee or former employee. Any pallbearer at such a funeral will get paid for the time so served and all persons attending such a funeral shall return to work at the end of the funeral.

(l) 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. This limit of six (6) days may be increased upon approval of the Personnel Office.

(m) 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 Payroll 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 their 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 Payroll 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 Payroll Office will secure the information for the permanent record.

#### **HOSPITALIZATION AND SURGICAL INSURANCE**

The University agrees to pay the full single subscriber premium for Blue Cross-Blue Shield Hospital and Surgical Insurance (excluding Major Medical) during the 1969-70, 1970-71, and 1971-72 fiscal years.

During the period beginning July 1, 1971 and ending June 30, 1972, the University agrees to begin paying the premium for Blue Cross-Blue Shield Hospital and Surgical Insurance full family coverage with Major Medical for employees in the bargaining unit. In lieu of this premium payment, the University may make a sum available to each such employee which that employee

may direct applied to pay the premium for all or part of the Blue Cross-Blue Shield benefits or which that employee may direct applied to other benefits which may then be available through the University to employees in the bargaining unit. The sum, if made available, shall be equal to the difference between:

(1) The average premium cost for each employee in the bargaining unit for the Blue Cross-Blue Shield full family coverage with Major Medical.

Less,

(2) The average premium cost for each employee in the bargaining unit for the Blue Cross-Blue Shield single subscriber coverage (excluding Major Medical).

In any case, the program offered will be Blue Cross-Blue Shield M-75, (Plans B, C, D), or at least its equivalent, to the extent that such programs are offered to the University.

### **LIFE INSURANCE**

(a) T.I.A.A. Group Life Insurance is available to all employees after one (1) year of continuous service, provided at least 75% of the eligible employees in the bargaining unit participate; otherwise 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 ( $\frac{1}{2}$ ) the cost with the University paying the remainder.

(b) The plan provides each insured staff member with an amount of level term Life insurance equal to his basic annual salary. If this amount of insurance is not an even multiple of \$1,000, it is raised to the next higher \$1,000 multiple to a maximum of \$60,000. The plan also provides for a Principal Amount of Accidental Death and Dismemberment insurance equal to the amount of level term Life insurance to a maximum of \$60,000.

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

* Amount of Insurance	Cost Per Pay Period on Bi-Weekly Basis	
	20 Pays	26 Pays
\$ 3,000	\$ .90	\$ .70
4,000	1.20	.93
5,000	1.50	1.16
6,000	1.80	1.39
7,000	2.10	1.62
8,000	2.40	1.85
9,000	2.70	2.08
10,000	3.00	2.31

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

The employer, from time to time, negotiates with the Insurance Carrier and any increase in cost for such insurance will become a part of the premium.

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

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

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

## **UNIFORMS**

All employees in the bargaining unit will be issued (approximately upon execution of this Agreement) two (2) uniforms (equivalent to J. C. Penney Company, Inc. No. -----) with two (2) additional uniforms issued to each employee annually thereafter on, or about each July 1, during this Agreement. On, or before, June 30, 1970, the Union and the University shall meet to review the service experience of the above described uniform. If the service experience of the uniform is not satisfactory, an additional uniform shall be issued (total of three [3]) to those employees in classifications where the uniforms have not held up. Employees will be required to wear uniforms and are responsible for their care and laundry.

When an employee is assigned work for which the wearing of a uniform, special clothing or equipment is required, the University shall provide them. Special clothing or equipment furnished by the University shall include overalls, hair nets, special safety glasses, special gloves and safety head covering when necessary.

## **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 during the fiscal year July 1, 1969 to July 1, 1970. Parking in other lots posted for other specific uses is not permitted. In addition, parking for the balance of the life of this Agreement will be available in certain restricted lots upon payment of the fifty cent (\$.50) registration fee with a decal properly displayed. In any case, those driving more than one car must register each car. For further information, see the "Parking and Traffic Regulations" obtainable in the Business Office. When-

ever changes in present parking regulations are seriously contemplated by the University, a meeting will be arranged with the Union to present the changes affecting the bargaining unit and to receive the Union's comments on the changes.

### **COST OF LIVING**

It is agreed that the employer will commence paying a cost of living allowance effective July 1, 1970 and for the duration of the Employer's next two fiscal years which end June 30, 1972 in accordance with the following provisions:

(a) The cost of living allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (all cities) published by the Bureau of Labor Statistics, United States Department of Labor, (1957-1959 = 100) and hereinafter referred to as the BLS Consumer Price Index. Furthermore, the allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as it is at the present time.

(b) The cost of living allowance for the period beginning July 1, 1970 and ending June 30, 1971 shall be \$.01 per hour for each .5 point increase in the average of the BLS Consumer Price Index for January, February and March of 1970 over the average of the BLS Consumer Price Index for January, February and March of 1969; provided however, that in no event shall the cost of living allowance after such increase be more than \$.08 per hour for said period.

The cost of living allowance for the period beginning July 1, 1971 and ending June 30, 1972 shall be \$.01 per hour for each .5 increase in the average of the BLS Consumer Price Index for January, February and March of 1971 over the average of the BLS Consumer Price Index for January, February and March of 1970 pro-

vided, however, that in no event shall the cost of living allowance after such increase be more than an additional \$.09 per hour over the cost of living allowance for the prior fiscal year.

No adjustments retroactive or otherwise shall be made due to any revisions which may later be made in the published figures for the BLS Consumer Price Index for any of the months used in the calculation of the allowance.

**FOR EXAMPLE:**

If the average of the BLS Consumer Price Index for January, February and March of 1970 is 127.1650 and if the average of the BLS Consumer Price Index for January, February and March of 1969 is 124.6666, then 4¢ shall be added to each employee's (in the bargaining unit) hourly wage rate for the period beginning July 1, 1970 through June 30, 1971.

(c) The cost of living allowance provided for above shall be added to each employee's (in the bargaining unit) hourly wage rate, but it shall be distinct from the base wage and shall clearly represent an allowance for a change in the cost of living.

(d) The Union and the Employer jointly agree that any adjustment in earnings to become effective July 1, 1970 for the first determination of the cost of living adjustment as described above and to become effective July 1, 1971 for the second determination of the cost of living adjustment as described above, shall be given full consideration in future bargaining between the parties with regard to wage increase.

(e) The Union and the Employer agree on the principle that an allowance for the cost of living which is adjustable upward for increases in such living cost shall also be adjustable downward for decreases in this same cost.

Therefore, a reduction in the amount paid by the employer as an allowance for the cost of living shall be made on the same basis as the increases are computed (as described above) should there be a decrease in the cost of living in the average of the BLS Consumer's Price Index for January, February and March of 1971 as compared to the average of the BLS Consumer's Price Index for January, February and March of 1970. These reductions shall also apply to the base rate.

(f) The cost of living allowance shall not be taken into account in computing premium pay, holiday pay, vacation pay, call-in pay and sick leave.

### **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.

(e) Pro-rated payments on a monthly basis with one-half ( $\frac{1}{2}$ ) 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 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 for 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 \$6,500.

**(g) Longevity Pay Schedule**

<b>Continuous Service</b>	<b>Annual Longevity Pay</b>
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

**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.

### **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.

### **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.

### **CONTRACT DOCUMENTS**

The provisions herein contained and the three supplemental letters pertaining to journeymen positions, job classifications, and apprenticeship program constitute the entire Agreement between the parties.

### **SUPPLEMENTAL AGREEMENTS**

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

### **RATIFICATION**

The Local Union, including its officers and negotiating committee, and Council #7 agree to submit this agreement to the employees of the bargaining unit covered by this agreement for ratification by them on, or before, July 17, 1969 and the local Union, including its officers and negotiating committee, and the Council will

recommend to the employees that this agreement be ratified and will work for its passage.

### **TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1972.

(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.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS: -----

Date Signed July 17, 1969

FOR LOCAL 1568

ss/ARTHUR DAVID

FOR CENTRAL MICHIGAN UNIVERSITY

ss/WILLIAM B. BOYD

ss/J. A. EVANS

FOR COUNCIL 7

ss/ROBERT C. GROSVENOR

It is agreed between Central Michigan University and Local 1568 of AFSCME that the University will continue to authorize one (1) Journeyman 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 University will continue to notify the Union in the event additional Journeyman classifications are authorized and will arrange a meeting with the Union to discuss the need for additional Journeyman positions.

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) year such experience with the University, shall be promoted to the Journeyman classification in their trade as openings occur according to seniority.

It is further agreed that the University will continue to authorize one (1) Journeyman position for a cook in each of the five (5) major kitchens and one (1) such position in the Meat Shop and another such position in the Bake Shop for a meat cutter and a baker respectively.

The University will continue to notify the Union in the event additional Journeyman classifications are authorized.

All skilled employees who have five (5) or more years of experience within the trade with a minimum of one (1) year experience with the University shall be pro-

moted to the Journeyman classification in their trade as openings occur according to seniority.

This is one of the supplemental letters named in paragraph "Contract Documents" in the negotiated contract between the University and the Union which awaits adoption by the Board of Trustees and the Union Membership.

FOR THE UNION

FOR CENTRAL MICHIGAN UNIVERSITY

ss/ARTHUR DAVID

ss/WILLIAM B. BOYD

ss/ROBERT C. GROSVENOR

ss/J. A. EVANS

It is agreed that the Personnel Office of the University shall be the central office for reviewing job descriptions at the University. Members of the bargaining unit who feel their job may not be classified properly may request that the Personnel Office study their job to determine whether their job is properly classified.

If changes in the content of job descriptions or changes in the allocation of positions to pay level, or changes in job titles are contemplated by the University, a meeting will be arranged between a committee of not more than three (3) employees from the Local Union and representatives of the University for the purpose of informing the Union of these changes and receiving the Union's comments concerning these changes.

This is one of three supplemental letters named in paragraph "Contract Documents" in the negotiated contract between the University and the Union which awaits adoption by the Board of Trustees and the Union membership.

FOR THE UNION

FOR CENTRAL MICHIGAN UNIVERSITY

ss/ARTHUR DAVID

ss/WILLIAM B. BOYD

ss/ROBERT C. GROSVENOR

ss/J. A. EVANS

It is agreed between Central Michigan University and Local 1568, Council 7 of AFSCME that before the University implements an Apprenticeship Program, a meeting will be arranged between a committee of not more than three (3) employees from the Local Union and representatives of the University for the purpose of informing the Union of the Apprenticeship Program and receiving the Union's comments concerning the Apprenticeship Program.

This is one of the supplemental letters named in paragraph "Contract Documents" in the negotiated contract between the University and the Union which awaits adoption by the Board of Trustees and the Union membership.

FOR THE UNION

FOR CENTRAL MICHIGAN UNIVERSITY

ss/ARTHUR DAVID

ss/WILLIAM B. BOYD

ss/ROBERT C. GROSVENOR

ss/J. A. EVANS

**MAINTENANCE-FOOD SERVICES**  
**SALARY SCHEDULE (1969-70)**

Pay Level	Time Period	Ranges	
		Minimum	Maximum
MF-1	Annual (A)	4576.00	4950.00
	Bi-Weekly (B)	176.00	190.40
	Hourly (H)	2.20	2.38
MF-2	A	4784.00	5200.00
	B	184.00	200.00
	H	2.30	2.50
MF-3	A	5075.00	5554.00
	B	195.20	213.60
	H	2.44	2.67
MF-4	A	5366.00	5824.00
	B	206.40	224.00
	H	2.58	2.80
MF-5	A	5595.00	6094.00
	B	215.20	234.40
	H	2.69	2.93
MF-6	A	5803.00	6344.00
	B	223.20	244.00
	H	2.79	3.05
MF-7	A	6011.00	6573.00
	B	231.20	252.80
	H	2.89	3.16
MF-8	A	6386.00	6906.00
	B	245.60	265.60
	H	3.07	3.32
MF-9	A	6885.00	7467.00
	B	264.80	287.20
	H	3.31	3.59
MF-10	A	7592.00	8299.00
	B	292.00	319.20
	H	3.65	3.99

Probationary employees—A probationary employee will receive 3% below the rate at which the employee would otherwise begin in a pay level.

Employees are considered compensated at the hourly rate established for their position and may expect variances of up to 40¢ per year over or under the published annual wage, (hourly rate × 2080 hours)

The bi-weekly rate is based on 26 pay periods a year.

These rates are to be effective as of the beginning of the 1st pay period closest to July 1, 1969.

Each employee in the bargaining unit will receive the maximum ¢/hr. raise for the pay level to which his position is allocated, up to the maximum of the range for that pay level.

### MAINTENANCE-FOOD SERVICES SALARY SCHEDULE (1970-71)

Pay Level	Time Period	Ranges	
		Minimum	Maximum
MF-1	Annual (A)	4826.00	5034.00
	Bi-Weekly (B)	185.60	193.60
	Hourly (H)	2.32	2.42
MF-2	A	5054.00	5304.00
	B	194.40	204.00
	H	2.43	2.55
MF-3	A	5325.00	5616.00
	B	204.80	216.00
	H	2.56	2.70
MF-4	A	5616.00	5907.00
	B	216.00	227.20
	H	2.70	2.84
MF-5	A	5866.00	6178.00
	B	225.60	237.60
	H	2.82	2.97

MF-6	A	6094.00	6386.00
	B	234.40	245.60
	H	2.93	3.07
MF-7	A	6323.00	6594.00
	B	243.20	253.60
	H	3.04	3.17
MF-8	A	6677.00	6926.00
	B	256.80	266.40
	H	3.21	3.33
MF-9	A	7197.00	7509.00
	B	276.80	288.80
	H	3.46	3.61
MF-10	A	7987.00	8341.00
	B	307.20	320.80
	H	3.84	4.01

Probationary employees—A probationary employee will receive 3% below the rate at which the employee would otherwise begin in a pay level.

Employees are considered compensated at the hourly rate established for their position and may expect variances of up to 40¢ per year over or under the published annual wage, (hourly rate  $\times$  2080).

The bi-weekly rate is based on 26 pay periods a year.

These rates are to be effective as of the beginning of the 1st pay period closest to July 1, 1970.

Each employee in the bargaining unit will receive the maximum ¢/hr. raise for the pay level to which his position is allocated, up to the maximum of the range for that pay level.

**MAINTENANCE-FOOD SERVICES**  
**SALARY SCHEDULE (1971-72)**

<b>Pay Level</b>	<b>Time Period</b>	<b>Job Rate</b>
MF-1	Annual (A)	5096.00
	Bi-Weekly (B)	196.00
	Hourly (H)	2.45
MF-2	A	5304.00
	B	204.00
	H	2.55
MF-3	A	5616.00
	B	216.00
	H	2.70
MF-4	A	5928.00
	B	228.00
	H	2.85
MF-5	A	6261.00
	B	240.80
	H	3.01
MF-6	A	6448.00
	B	248.00
	H	3.10
MF-7	A	6760.00
	B	260.00
	H	3.25
MF-8	A	7176.00
	B	276.00
	H	3.45
MF-9	A	7862.00
	B	302.40
	H	3.78
MF-10	A	8778.00
	B	337.60
	H	4.22

Probationary employees—A probationary employee will receive 3% below the job rate established for the position.

Employees are considered compensated at the hourly rate established for their position and may expect variances of up to 40¢ per year over or under the published annual wage, (hourly rate × 2080).

The bi-weekly rate is based on 26 pay periods a year.

These rates are to be effective as of the beginning of the 1st pay period closest to July 1, 1971.

Each employee in the bargaining unit will receive the maximum ¢/hr. raise for the pay level to which his position is allocated, up to the maximum of the range for that pay level.

### ALLOCATION OF CLASSIFICATIONS TO PAY LEVELS

Classifications	Pay Levels
Air Conditioning & Refrig. Helper	MF-4
Air Conditioning & Refrig. Repairman	MF-7
Baker	MF-2
Bakeshop Helper	MF-1
Boiler Operator	MF-7
Building & Maintenance Handyman	MF-5
Bus Driver	MF-9
Caretaker (Groundsman)	MF-4
Carpenter	MF-7
Carpenter's Helper	MF-4
Cook	MF-2
Cook's Helper	MF-1
Custodian	MF-4
Electrician	MF-7
Electrician's Helper	MF-4
General Maintenance Man	MF-4
Grillroom Leader	MF-2

Housekeeper	MF-1
Inventory Taker	MF-7
Journeyman Air Cond. & Refrig. Repairman	MF-10
Journeyman Baker	MF-8
Journeyman Boiler Operator	MF-10
Journeyman Carpenter	MF-10
Journeyman Cook	MF-8
Journeyman Electrician	MF-10
Journeyman Mason	MF-10
Journeyman Meatcutter	MF-8
Journeyman Mechanic	MF-10
Journeyman Metal Worker	MF-10
Journeyman Painter	MF-10
Journeyman Plumber	MF-10
Journeyman Welder	MF-10
Journeyman Zoneman	MF-10
Locker Room Attendant	MF-7
Mailroom Assistant	MF-4
Mason	MF-7
Mason's Helper	MF-4
Meatcutter	MF-2
Meatshop Helper	MF-1
Mechanic	MF-7
Mechanic's Helper	MF-4
Metal Worker	MF-7
Motor Vehicle Operator	MF-7
Painter	MF-7
Painter's Helper	MF-4
Pastry Cook	MF-2
Plumber	MF-7
Plumber's Helper	MF-4
Policeman	MF-7
Salad Helper	MF-1
Salad Maker	MF-2
Senior Air Cond. & Refrig. Repairman	MF-9
Senior Baker	MF-5
Senior Boiler Operator	MF-9

Senior Building & Maintenance Handyman	MF-8
Senior Caretaker	MF-7
Senior Carpenter	MF-9
Senior Cook	MF-5
Senior Custodian	MF-7
Senior Electrician	MF-9
Senior Mason	MF-9
Senior Meatcutter	MF-5
Senior Mechanic	MF-9
Senior Metal Worker	MF-9
Senior Painter	MF-9
Senior Pastry Cook	MF-5
Senior Plumber	MF-9
Senior Policeman	MF-9
Senior Salad Maker	MF-5
Senior Tool Crib Operator	MF-9
Senior Utility Worker	MF-4
Senior Welder	MF-9
Senior Zoneman	MF-9
Stockroom Attendant	MF-7
Tool Crib Operator	MF-4
Utility Helper	MF-1
Utility Worker (Swingman)	MF-2
Warehouseman	MF-7
Watchman	MF-7
Welder	MF-7
Zoneman	MF-7
Zoneman's Helper	MF-4

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