

An
Agreement
Between

June 30, 1975



CENTRAL MICHIGAN
UNIVERSITY

Michigan State and University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

LOCAL UNION NO. 1568

COUNCIL NO. 7

AFSCME

AFL-CIO



*T. Stoner
Personnel & Staff Del.
Central Michigan U.
Mt. Pleasant, Mich.*

July, 1972

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Central Michigan Univ.

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, 1972

PREAMBLE

The Board of Trustees of Central Michigan University and Local 1568, Council 7 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 reaffirm in the following negotiated Agreement their commitment not to discriminate because of race, color, religion, sex, national origin, or age except to the extent that age or sex are, under law, allowable bona fide job qualifications, or for participation in or affiliation with any labor organization.

AGREEMENT

1-1 This agreement entered into this 21st day of August, 1972 is between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) herein called "UNIVERSITY" and Local Union #1568, Council #7 of the American Federation of State, County, and Municipal Employees (AFL-CIO) herein called "UNION".

PURPOSE AND INTENT

2-1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the People of the State of Michigan, the Employees, and the Union.

2-2 The parties recognize that the interests of the University and the job security of the employee depend upon the University's success in operating a state university in the most efficient manner to serve the needs of the People of the State of Michigan.

2-3 To these ends the University, the employees, and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2-4 Accordingly, the officials representing the University 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:
- 3-1 1. 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.
 - 3-2 2. 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.
 - 3-3 3. 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.
 - 3-4 4. Seasonal Employee — 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.
 - 3-5 5. Student Employee—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.
 - 3-6 6. Temporary Employee—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.

3-7 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.

3-8 B. Department—Each of the two (2) major areas in which the bargaining unit work falls is a department. There are two (2) departments: Physical Plant (includes housing) and Auxiliary Services (food services, motor pool, and University Centers). Should the University change the organization of its departments, the University shall consult with the Union regarding the seniority and any other matters affected by such changes.

3-9 C. Seniority shall be unit wide and is defined as uninterrupted employment with the University beginning with the latest date of hiring in the bargaining unit with the University and shall include authorized leaves of absence, approved vacations, sick or accident leave or transfers within the bargaining unit.

RECOGNITION

4-1 The University 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 with 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 University in the State of Michigan included in the bargaining unit described as follows:

4-2 Non-Teaching employees at Central Michigan University excluding supervisory, executive, administrative, professional, technical, stenographic, clerical, public safety, and student employees.

RIGHTS OF THE UNIVERSITY

5-1 The University has the right to the general supervision of the Institution and the control and direction of the expenditures from the Institution's 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.

5-2 Such rights are merely by way of illustration, but not limitation, with the understanding that 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

6-1 The University will not for the purpose of undermining the Union aid, promote, or finance any labor group or organization which purports to engage in collective bargaining nor make any agreement with any such group or organization.

UNION SECURITY

7-1 Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

7-2 A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

7-3 B. Employees covered by this Agreement, who were employed by the University 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.

7-4 C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the 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 the Agreement on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

7-5 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.

7-6 E. Employees shall be deemed to be mem-

bers 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.

7-7 F. The University 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, INITIATION FEES

Payment by Check-off

8-1 During the life of this Agreement, the University agrees in accordance with and to the extent of any applicable State or Federal laws to deduct the initiation fees, if uniformly required as a condition of acquiring membership in the Union, and monthly membership dues in an amount established by Local #1568, proportionately each pay period, from the wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the State Council 7, 501 South Capitol Avenue, Suite 335, Lansing, Michigan on or before the first (1st) day after each pay date. 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 University and the Union at least fifteen (15) days prior to the anniversary date of this Agreement, provided there is in effect an agreement between the University and the Union authorizing such deductions. The Union agrees to indemnify and save the University harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union initiation fees, 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 State Council 7 at the address set forth above.

The aforementioned authorization shall be on the following form:

CENTRAL MICHIGAN UNIVERSITY
Payroll Deduction Authorization

8-2 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:
Date:/../. Signature Soc. Sec. No.

Deductions

8-3 Deductions shall be made only in accordance with the provisions of the Authorization for Check-Off of Dues, together with the provisions of this Agreement. The University shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

Delivery of Executed Authorization of Check-Off Form

8-4 A properly executed copy of the 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 University before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues form 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 University.

When Deductions Begin

8-5 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 University 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 unencumbered by garnishment or lien to cover such payment.

Refunds

8-6 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.

Termination of Check-Off

8-7 An employee shall cease to be subject to Check-Off deductions beginning with the month in which the employee is no longer a member of the bargaining unit. The Local Union will be notified by the University of the names of such employees following the month in which the termination took place.

Disputes Concerning Check-Off

8-8 Any dispute between the Union and the University, 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 University. 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 University. Until the matter is disposed of, no further deductions shall be made.

Limit of University's Liability

8-9 The University 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.

List of Members Paying Dues Directly

8-10 The Local Union will furnish to the University, within fifteen (15) days after the effective date of the Agreement, the names of all members paying dues directly to the Local Union. Thereafter, the Union will furnish the University a monthly list of any changes.

Disputes Concerning Membership

8-11 Any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the University 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

9-1 The number of representation districts in the unit shall be the agreed upon number. The University and the Union may redistrict the unit from time to time by agreement.

9-2 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.

9-3 Current representation districts are: Maintenance (includes Power Plant, Grounds, Mechanics, Carpenters, Plumbers, Electricians, Building Mechanics, 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 War-riner 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

10-1 In each district, employees in the district shall be represented by the District or Alternate Steward who shall be a regular seniority employee working in the district. During scheduled over-time periods for more than one employee in a district, the Steward or Alternate Steward shall be scheduled to work so long as there is work scheduled in that district which the Steward or Alternate Steward is able to perform, and shall be notified and scheduled.

10-2 The Stewards or Alternate Stewards may, in accordance with the terms of this section, investigate and present grievances within their district to the University 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 exceptions for operational difficulties and emergencies. 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.

10-3 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 proper 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.

10-4 When a Steward's union duties require him to visit a work area of the University, he will first contact the supervisor of that area.

10-5 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 University may, at all times, be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will, in return, keep the Union advised as to its representatives. If the Union fails to notify the University of the names of any Stewards or Alternate Stewards, the University shall not be liable for giving the preferences or privileges due these Stewards or Alternate Stewards under the provisions of this Agreement.

EMPLOYEE RELATIONS AND SAFETY COMMITTEES

11-1 Employee Relations and Safety Committees of not more than six (6) employees each and the University's representatives, including a designated representative of the Personnel Office, shall be established in the Auxiliary Services and Physical Plant areas. The Union will furnish the University the names of the employees

appointed to these committees. The committees shall meet once every month during regular working hours for a period not to exceed two hours. The purpose of these meetings will be to provide a direct two-way means of communication between the University and employees in each of the two 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.

EMPLOYEE SAFETY REPORTS

12-1 All employees will report any safety problem observed to their immediate supervisor.

SPECIAL CONFERENCES

13-1 Special conferences for important matters will be arranged as soon as possible between the Local President of the Union and the University or its designated representative upon written request of either party. Such meetings shall be between representatives of the University and the maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. Arrangement for such special conferences will be made in advance and a written 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.

EMPLOYEE GRIEVANCE PROCEDURE

14-1 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.

Presenting a Grievance

Step One (1) Immediate Supervisor (Verbal)

14-2 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)

14-3 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)

14-4 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.

14-5 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.

14-6 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)

14-7 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 University 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.

14-8 The Union representative may meet at a place designated by the University on the University's property for at least one-half hour immediately preceding a meeting with the representatives of the University for which a request has been made.

14-9 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 University, 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.

14-10 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 University, and if requested, four (4) additional working days for time of answer will be granted.

14-11 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)

14-12 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, with-

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

14-13 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 Personnel Office, together with a notice that his answer with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition. Such disposition is to be made within two calendar weeks of the submission to the Appeal Board. The time limit may be extended by mutual agreement.

14-14 The Appeal Board shall consist of two representatives of the University, one representative of the Local Union, and one representative of the Council. The University 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.

14-15 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

15-1 The members of the Appeal Board shall, upon finding themselves unable to settle the 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 par-

ty 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 Employment Relations Commission. 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 Employment Relations Commission 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.

15-2 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 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 the paper to the organization submitting the list of Arbitrators.

15-3 The fees and approved expenses of an Arbitrator shall be paid by the parties equally.

15-4 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.

15-5 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 the Arbitrator.

WITHDRAWAL OF CASES

16-1 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

17-1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at employee's base rate.

17-2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all regular lost time and with full restoration of all rights and conditions of employment.

DISCHARGE OR DISCIPLINE

18-1 Notice of Discharge or Discipline. The

University agrees promptly upon the discharge or discipline of any employee to notify the employee in writing of any discharge or discipline together with an additional copy to the Steward in the district.

18-2 A discharged or disciplined employee who is not a probationary employee, upon his request, will be allowed to discuss his discharge or discipline with the Steward of the district in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the Steward before he is required to leave the property of the University. Upon the request of the disciplined employee or the District Steward, the Administrative Head of the unit or that person's 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 when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The District Steward will be notified of action taken in these cases.

18-3 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, or his designee, within five (5) regularly scheduled working days of the discharge or discipline. The Director of Personnel, or his designee, 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.

18-4 Use of Past Record. In imposing any discipline on a current charge, the University will

not take into account any prior infractions of which the University had knowledge that occurred more than three (3) years previously.

18-5 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all regular lost time and with full restoration of all other rights and conditions of employment.

SENIORITY MATTERS

Super Seniority

19-1 Super-Seniority, for the purpose of lay-off 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

19-2 The President, Vice President, Financial Secretary, Recording Secretary, and Chief Steward of the Local Union (if they are employees of the University) shall, in 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

19-3 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

19-4 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

19-5 The seniority lists on the date of this agreement will show department, classification, seniority date and last date of hire in the bargaining unit of all employees in the bargaining unit entitled to a ranking for seniority.

19-6 The University 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 the steward's inspection for the purpose of settling the question. The University shall post seniority lists twice yearly (June 1 and November 1) in each building.

19-7 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

20-1 The University shall make promotions within each department available to persons who possess the general physical qualifications as well as the special qualifications and training necessary. In making the promotion the employee with the most unit wide seniority who meets the above requirements will be given the promotion when the classification is assigned to pay level one through three, inclusive. When the classification is assigned to pay level four or above, qualifications shall be the determining factor, except that among those with equal qualifications unit wide seniority shall control.

VACANCIES

21-1 Job vacancies within the bargaining unit shall be posted by the University for five (5)

working days in conspicuous places by or near the bargaining unit time clocks and filled within thirty (30) calendar days thereafter, provided applicants possessing the general physical qualifications as well as the special qualifications and training necessary to do the work for the job under consideration are available. Copies of postings will be given to Chief Stewards. Information on job postings will include job title, hours, wages, and location of the position at the time of posting. Employees who possess the general physical qualifications for the job as well as the special qualifications and training necessary 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.

Vacancies shall be filled in the following order:

21-2 A. Positions shall be awarded to employees in the department in the same classification series as the position who possess the general qualifications, as well as the special qualifications and training necessary for the job under consideration when the vacant classification is assigned to pay level one through three inclusive. When the classification is assigned to pay level four or above, qualifications shall be the determining factor, except that among those with equal qualifications unit wide seniority shall control.

21-3 B. In the event the vacancy cannot be filled under A, the position shall be awarded to employees within the department in other classification series who possess the general physical qualifications, as well as the special qualifications and training for the job under consideration when the vacant classification is assigned to pay level one through three inclusive. When the vacant classification is assigned to pay level four or above, qualifications shall be the determining factor, ex-

cept that among those with equal qualifications unit wide seniority shall control.

21-4 C. In the event the vacancy cannot be filled under A and B, the position shall be awarded to other employees in the bargaining unit in any department who possess the general physical qualifications, as well as the special qualifications and training necessary for the job under consideration when the vacant classification is assigned to pay level one through three inclusive. When the vacant classification is assigned to pay level four or above, qualifications shall be the determining factor, except that among those with equal qualifications unit wide seniority shall control.

21-5 The University will not be obligated to consider a request for promotion from an employee who has not submitted his written request for promotion to the University on or before the end of the fifth (5th) working day from the time the job is posted.

21-6 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.

21-7 An employee formally accepting a promotion or transfer laterally or otherwise, shall follow the following procedure:

21-8 1. The employee will indicate acceptance or rejection of the promotion or transfer on the form provided by the employee's supervisor.

21-9 2. The employee will be expected to begin the duties of the new job at the time designated by the supervisor once the employee has signed the form accepting the position.

21-10 3. A lateral transfer will be charged to an employee's record once the form accepting the position has been signed regardless

of whether the employee begins duties in the new position.

21-11 4. A lateral transfer will not be charged to an employee's record where an employee accepts a lateral transfer and reverts back or is reverted back to the employee's former position within the 30 working day trial period.

21-12 An employee who is promoted or laterally transferred shall be granted a thirty (30) working days trial period to determine:

21-13 A. Ability to perform the work.

21-14 B. Desire to remain in the position.

21-15 During the thirty (30) working days trial period, the employee shall have the opportunity to revert back to the employee's former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the University with a copy to the Steward of the District. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the new position, the University is not required to honor an employee request for a transfer for one (1) year from the date the employee started in the job position. Exceptions may be given by the University.

21-16 There is no requirement to fill a vacancy created by a lateral transfer by another lateral transfer.

21-17 During the trial period, employees will receive the rate of the job they are performing.

21-18 A promotion is defined as a change in classification..

21-19 A transfer is defined as a lateral movement without a change in classification.

WORK IN HIGHER CLASSIFICATION

22-1 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 rate of pay

and the employee is capable of doing the job, the employee 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

23-1 Transfer of Employees: If a seniority employee is transferred to a bargaining unit position in another department, that employee's unit wide seniority will not be affected.

23-2 If an employee with seniority is transferred to a position as an employee of the University not included in the bargaining unit and is thereafter transferred again to his former position within the unit, he shall have accumulated unit wide seniority in his former position while working in the position to which he was transferred if the transfer to the former position takes place within one year of the transfer out of the bargaining unit. Such employees transferred back into the bargaining unit after one year take the date of the transfer as their unit wide seniority date.

23-3 Employees transferring under the circumstances described in the two above paragraphs shall retain all rights accrued for the purpose of any fringe benefits affected by length of service provided for in this Agreement.

23-4 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.

23-5 The University agrees that in any permanent movement of work not covered in the first, second and fourth paragraphs of this section will

be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

SHIFT PREFERENCE

24-1 Shift preference will be granted on the basis of unit wide 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 is able to do the work. The University is not required to honor an employee's request for a shift change for one (1) year from the date the employee has requested and received a shift change. Exceptions may be given by the University.

LAYOFF PROCEDURE

25-1 When there is a decrease in the work force within the bargaining unit, the following procedure shall be followed: Temporary and probationary employees will be laid off within the classification initially affected, in that order.

25-2 Seniority employees will be laid off according to their seniority within their classification, providing the greater seniority employees are able to perform the available work.

25-3 A removed employee shall be transferred, conditioned upon possessing the general qualifications as well as the special qualifications and training necessary to perform the work required in the following order of priority:

25-4 1. To a vacancy, if any, in the same classification in the employee's department.

25-5 2. To replace an employee with the least seniority in the employee's classification in the employee's department.

25-6 3. To a vacancy, if any, in another classification in the same pay grade in the employee's department.

25-7 4. To replace an employee with the least seniority in another classification in the employee's department, in the same pay grade.

25-8 5. To a vacancy, if any, in a classification in the employee's department assigned to the next lower pay level.

25-9 6. To replace an employee with the least seniority, in a classification in the employee's department assigned to the next lower pay grade.

25-10 7. To replace an employee with the least seniority in the employee's department in any lower pay grade.

25-11 8. For purposes of these paragraphs (25-3 thru 25-11) housekeepers and utility helpers shall be deemed to be in both the physical plant and auxiliary services departments.

25-12 The above procedure set fourth in paragraphs (25-3 thru 25-11) shall be applied for an employee who is replaced as a result of the application of the above procedures until the employee is transferred or laid off.

25-13 In the event that a temporary employee is employed in a department, an employee including a probationary employee, unless the probationary employee is terminated, who is to be removed due to a work force decrease, shall have the option of replacing the temporary employee conditioned upon ability to perform the work available. An employee exercising this option remains a regular or probationary employee, but receives the wage which was received by the temporary employee.

25-14 The above section 25-3 thru 25-11 shall apply in the case of job elimination.

25-15 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 University of the employees laid off on the same date the notices are issued to the employees.

RECALL PROCEDURE

26-1 When the working force is increased after a layoff, employees will be recalled according to unit wide seniority in their classifications. However, the University will not be required to promote an employee to a higher rated position at the time of recall unless the employee has previously performed the higher rated job and possesses at the time of recall the general qualifications as well as the special qualifications and training necessary for performance of the higher rated job.

26-2 Unit wide seniority of an employee who is re-employed from a seniority list in the bargaining unit from which he was laid off shall be restored to his unit wide seniority, including that which he otherwise would have acquired during the period of layoff unless 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 or two (2) years, which ever is greater.

26-3 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 to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Extensions may be granted by the University in proper cases.

26-4 Employees recalled after a layoff which lasted for four months or more may be required to successfully pass a physical examination at the University's expense before the return to work.

SUMMER WORK FOR 10 MONTH EMPLOYEES

27-1 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.

27-2 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

28-1 Due to vacation periods, and conditions beyond the University'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 (except during the vacation between the Fall and Winter semesters, which is longer), the Union can request the management to adjust the working force according to the layoff provision of the Agreement and the University will do so within five (5) working days thereafter. During such adjustment, the University will endeavor to give consideration in retaining the senior employees whenever time and circumstances permit.

WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

29-1 The University will, so far as reasonably practicable in employing new people in any department, give work opportunities to employees with seniority in other departments who are at the time laid off and are not expected to be returned to work in their department.

LOSS OF SENIORITY

30-1 An employee shall lose his seniority for the following reasons:

30-2 A. He quits.

30-3 B. He is discharged and the discharge is not reversed through the grievance procedure.

30-4 C. He retires or receives a pension under the pension or retirement plan of this Agreement. If he receives a pension for total disability, recovers, has his pension discontinued, and is reemployed, his seniority, including that which he otherwise would have acquired during the period of 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 or partial disability began, he shall, upon the discontinuance of his permanent total or partial disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.

30-5 D. He is absent from his job for five (5) consecutive working days without notifying the University. In proper cases exception may be made by the University. After such absence, the University 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 University will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.

30-6 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.

- 30-7** 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.
- 30-8** 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

31-1 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 and shall be credited with the full seniority for continuous service from the date of original hire into the bargaining unit which will include employment on probationary status. There shall be no seniority among probationary employees.

31-2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees, for reasons other than Union activity.

31-3 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 University.

BARGAINING UNIT PROTECTIONS

32-1 It is not the University's intention to have work regularly and customarily performed by employees in the bargaining unit performed on University-operated premises by sources outside the University during the term of this Agreement.

32-2 The Union understands that it is the intent of the University to use student help, relief employees, temporary employees, and seasonal employees to supplement the regular work force and not to displace it. Therefore, no employee in the bargaining unit will be displaced as a result of these employees performing work.

32-3 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 the bargaining unit employee is available, qualified and able to perform the work.

32-4 In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University-operated premises by a source outside the University, no employee in the bargaining unit shall be laid off or suffer a loss of base wages as a result of such a decision.

32-5 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.

LEAVES OF ABSENCE

LEAVES OF ABSENCE WITH PAY

Personal Leave Days

33-1 Three (3) personal leave days with pay are granted (in the manner described herein) to each employee in the bargaining unit. Employees may take personal leave for any purpose such as: attending to personal matters, attending religious

services, celebration of employee's birthday, voting, etc. Personal leave days herein granted are earned on the basis of one personal leave day for each four (4) months of employment during the University's fiscal year. Personal leave days may be taken before they are earned; however, unearned leave time shall be deducted from an employee's last pay check when an employee terminates employment or takes a leave of absence without pay.

33-2 Personal leave benefits for regular part-time employees in the bargaining unit will be pro-rated on the basis of the proportion of the position held by the employee to regular full-time employment.

33-3 Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if work loads do not permit the taking of personal leave at the particular time desired by the employee except permission must be granted for any funeral and sickness of any family member or relative. Personal leave days do not carry over from year to year and if not used on or before June 30, they are lost. Personal leave may be taken in units of an hour and any time taken in a unit less than an hour will be charged as an hour.

Funeral Leave

33-4 A bargaining unit member will be given approved leave, with pay, not to exceed three (3) days per occasion as required by the circumstances, for the death of a person in the immediate family of the employee as defined in paragraph 33-12.

33-5 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 at-

tending such a funeral shall return to work at the end of the funeral.

Union Educational Leave

33-6 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 (5) working days of this leave per year. The Union agrees to use this leave reasonably.

Court Required Service

33-7 An employee with seniority who serves on jury duty or serves 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, and the employee is expected to report for regular University duty when excused from attendance at court.

Military Leave (Short Tours)

33-8 All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if his military pay is less. The computation of this difference will be: Gross University pay for the authorized period of time less all military pay and allowances for that period.

33-9 Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay

rather than receiving the difference in pay as described above.

Sick Leave

Definitions:

33-10 Working day shall be interpreted to mean any day of the week providing such day is a scheduled working day for the employee.

33-11 Work week for the purpose of this policy, shall be interpreted to mean any five (5) days of a regular week.

33-12 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 persons for whose financial or physical care he has been principally responsible.

Sick Leave Credit

Full-Time 10 and 12 Month Employees

33-13 All employees are entitled to sick leave benefits on the basis of one half ($\frac{1}{2}$) working day for each completed bi-weekly payroll period in which they are credited with 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 (1) additional day for summer session of at least two (2) weeks; (2) two (2) additional days for a summer session of at least six (6) weeks.

Part-Time Employees

33-14 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.

Accumulation of Sick Leave While Off Duty Because of Illness

33-15 All employees will continue to accrue one-half ($\frac{1}{2}$) day per bi-weekly payroll period sick leave credit as long as they are on the active (distinguished from the inactive) 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.

Use of Sick Leave Credit

33-16 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 and are on duty at the University. Any utilization of sick leave allowance by the employee must have the approval of the appointing authority or designated supervisor.

33-17 All absences of employees due to illness, injury, or childbirth shall be debited against the employee's record regardless of whether or not the employee's department absorbs the employee's work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for the employee's regularly scheduled duties for one-half ($\frac{1}{2}$) day or more because of illness, injury, or childbirth and the employee's sick leave account will be debited for the time he is absent from work. Sick leave may be taken in units of no less than one (1) hour.

33-18 If an employee elects to use sick leave while off duty because of a compensable accident or injury (one covered by workmen's compensation) and receive the employee's 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 the employee's full-time

salary and the employee's compensation benefits for each pay period.

33-19 Each employee desiring consideration for sick leave benefits may be required to file with the Personnel Office either a statement by a physician or a sworn affidavit, that the claim of absence for any of the reasons for the sick leave is bona fide, prevented the employee from attending work or the employee was directed not to attend work by the physician as part of the physician's treatment of the sickness. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

33-20 Whenever an employee has used up all of the employee's sick leave credit the employee will be removed from the payroll until the employee reports back to duty. In computing terminal sick leave payments in items 33-21, 33-22 or 33-23 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.

33-21 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 the employee's separation date, who had been employed a minimum of ten (10) years at Central Michigan University, and who has reached the minimum age of sixty (60) (if at age fifty-five—55/60 of full possible amount; if at age fifty-six—56/60 etc.) shall be paid for two-thirds ($\frac{2}{3}$) of the employee's unused sick leave, as of the effective date of the separation. Such compensation is paid at the employee's current rate of pay.

33-22 An employee who separates from the school service because of permanent disability shall be paid for two-thirds ($\frac{2}{3}$) of the employee's unused sick leave. Such compensation shall be made at the employee's current rate of pay.

33-23 In case of the death of an employee (regardless of age or length of service at Central Michigan University), payment of two-thirds ($\frac{2}{3}$) of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay.

33-24 Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition with the 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.

33-25 Employees must notify their immediate supervisors at the earliest opportunity when they will be off work because of illness. Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.

33-26 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.

LEAVES OF ABSENCE WITHOUT PAY

Leave of Absence for Illness or Disability

34-1 When a leave of absence (without pay) is granted due to illness or disability and requires the services of a physician, 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, or other physician or center designated by the University, at the University's expense, for the required physical examination.

34-2 If an employee has been on a leave of absence for illness or disability lasting for a period of four (4) months or less the employee will have the right to return to the position the employee was assigned to when the leave was granted. If an employee has been on a leave of absence for illness or disability lasting for a period of four (4) months up to two (2) years, and a vacancy or temporary position does not exist for which the employee has seniority and qualifications, the Personnel Office will make a concerted effort to find employment for the employee.

34-3 Absences of this kind will be for a maximum of two (2) years; however, the duration of this leave may be extended by the Personnel Department.

Personal Leave of Absence Without Pay

34-4 Leaves of absence without pay up to three (3) months 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, child care for a newly born infant (including adopted infants), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the University 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 longer, the employee may be required to take another physical examination before returning to work. Seniority of employees shall be continued during leaves under this provision.

34-5 Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is

likely the employee will have to be absent because of the physical condition.

34-6 If it is not possible to assign work to an employee immediately upon return from a leave of absence without pay, the employee will be granted an extended leave to be worked out with the Personnel Department while a concerted effort is made to find employment for the employee.

Long Term Military Leave

34-7 An employee entering the Military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.

34-8 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety days after release from duty.

Educational Leave—Veterans

34-9 An employee with seniority who has returned to active employment from a military leave of absence shall be granted an educational leave of absence without pay for a period equal to his seniority but not to exceed four (4) years in order to attend a federally approved full-time educational program with benefits provided by federal law.

Leave for Union Business

34-10 Members of the Union elected to local positions or selected by the Union to do work which takes them from their employment with the University may, upon application, and 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 Office.

34-11 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 or from any center or physician designated by the University at the University's expense, before returning to work.

Leave of Absence Without Pay Qualifications

34-12 The employee who is on a leave of absence without pay will accrue seniority but 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 Personnel 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.

MEDICAL CONDITION FOLLOWING LEAVE

35-1 A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to the members' condition with respect to whether the member's condition might interfere with the performance of the member's duties.

MEDICAL DISPUTE

36-1 In the event of a dispute involving any employee's physical ability to perform that employee's assigned work upon his return to work at the University from a layoff or from any leave of absence and the employee is not satisfied with the determination of the designated physician of the University with respect to the employee's ability to perform that employee's work, 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 University 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 upon the parties. The expenses of the third party medical physician shall be shared equally by the University and the employee.

UNION BULLETIN BOARD

37-1 The University will continue to provide bulletin boards at each existing location and will provide a bulletin board in each new building where a time clock is located which may be used by the Union for posting of notices of the following types:

- 37-2** 1. Notices of Union recreational and social events.
- 37-3** 2. Notices of Union elections.
- 37-4** 3. Notices of results of Union elections.
- 37-5** 4. Notices of Union meetings.
- 37-6** 5. Posting of position vacancies.

37-7 The Union shall have the right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of materials 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

38-1 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. Any 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 the employee is working five (5) or more straight time hours on a shift other than the one on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift.

38-2 Employees who are scheduled to regularly 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

39-1 Employees may take a rest 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

40-1 Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

CALL-IN AND REPORT-IN PAY

41-1 An employee reporting for duty at the employer's request for work of which that employee had not been notified in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three hours pay at the rate of time and one-half.

41-2 An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the regular straight time rate.

TIME AND ONE-HALF

42-1 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.

42-2 Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

42-3 For the purposes of computing overtime pay for over forty (40) hours in an employee's work week for days when the employee does not work, a sick day for which he receives sick pay, a vacation day for which he receives vacation pay, or a holiday for which he receives holiday pay will be counted as a day worked.

42-4 For the purpose of computing overtime pay, the employee's straight time rate (excluding premium pay for higher classification work and overtime) will include shift differential whenever applicable.

42-5 The allowance of overtime or premium pay (other than shift differential or for higher clas-

sification 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.

42-6 The University 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 University 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 Winter exam period. The work schedules for these four (4) occasions shall be altered by no more than one-half ($\frac{1}{2}$) hour.

SCHEDULING

43-1 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

44-1 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.

44-2 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.

44-3 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).

44-4 Excess overtime hours will be carried over each year and are subject to review at the end of each period.

44-5 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.

44-6 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 the employee's District he can perform and shall be so notified and scheduled.

LEGAL HOLIDAYS

45-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Good Friday Afternoon shall be paid holidays.

45-2 Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours (four (4) hours only on Good Friday afternoon) at the employee's regular straight-time rate of pay, provided that:

45-3 A. Newly hired employees who have been on the active payroll of the University at least one (1) day immediately preceding the holiday involved.

45-4 B. Such employee works or is excused from his scheduled work day immediately preceding and his scheduled work day immediately succeeding the holiday involved.

45-5 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.

45-6 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 University, 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.

45-7 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.

45-8 If an employee terminates employment, the employee 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.

45-9 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

46-1 All regular employees will receive the first working day either before or after (to be designated by University) Thanksgiving Day, Christ-

mas Day and New Year's Day as additional holidays.

46-2 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

47-1 Employees in the Bargaining Unit will accumulate vacation with pay based on an employee's length of continuous service as follows:

47-2 One (1) day per month, approximately, figured at .0462 hours for each hour paid (excluding overtime hours) during the first year of employment. One and one-fourth ($1\frac{1}{4}$) days per month, approximately, figured at .0577 hours for each hour paid from the end of the first year through the seventh year.

One and two-thirds ($1\frac{2}{3}$) days per month, approximately, figured at .0769 hours for each hour paid from the end of the seventh year through the fifteenth year and also beyond the fifteenth year during the first year of this agreement.

47-3 Effective July 1, 1973, One and five-sixths ($1\frac{5}{6}$) days per month, approximately, figured at .0846 hours for each hour paid beyond the fifteenth year.

47-4 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.

47-5 An employee may take vacation at any time in the course of the year as long as it conforms with the requirements of the individual's department, provided all vacation allowances accrued to June 30 must be taken during the twelve (12) months immediately following the vacation accrual period with the following exceptions:

47-6 1. Any employee with more than one (1) year's service may take part or all of the vacation time the employee 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.

47-7 2. If requested by the employee and recommended by the supervisor and with the written approval of the Personnel Office, an employee with more than one (1) year's service may be paid regular salary in lieu of vacation time in any fiscal year.

47-8 3. Only employees with more than one (1) year's service may carry over five (5) days unused vacation.

47-9 If a holiday falls within an employee's vacation, the employee will be given an additional day of vacation, time to be arranged with his supervisor.

RETIREMENT

48-1 All employees of the institution are covered under the Michigan Public School Employees Retirement Fund which is correlated with the Federal Social Security Program.

48-2 (a) Coverage—All employees of the University are required by law to be members of the Fund. This is not a matter of choice.

48-3 (b) Pamphlets explaining the Fund shall be issued to all employees.

48-4 (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).

HOSPITALIZATION AND SURGICAL INSURANCE

49-1 The University agrees to pay up to the following sums per year in equal monthly installments for each month while a bargaining unit member is employed at the University in the years designated toward the cost of Blue Cross/Blue Shield Hospital and Surgical Insurance (including Major Medical) available at the University, including payment and cost of single-subscriber, two-person, family and full-family coverage:

	Year	Month	
	1972-73	\$756	\$63
	1973-74	\$804	\$67
	1974-75	\$840	\$70

49-2 Election for coverage by bargaining unit members of the above benefits shall be made according to the procedures of the University Faculty/Staff Benefits Office.

LIFE INSURANCE

50-1 TIAA Group Life Insurance is available to all bargaining unit employees after the employee has three (3) years of continuous service.

50-2 The plan provides each insured bargaining unit member with an amount of level term life insurance equal to the employee's 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.

50-3 The amount of coverage and premium costs which the employee must pay is indicated below:

Amount of Insurance	Deduction Twice a Month
\$ 3,000	\$.75
4,000	1.00
5,000	1.25
6,000	1.50
7,000	1.75
8,000	2.00
9,000	2.25
10,000	2.50

50-4 The insurance is in this amount. If accidental death should occur, the amount doubles.

50-5 The University, from time to time, negotiates with the insurance carrier and any increase in cost for such insurance will become part of the premium.

FEE REFUND

51-1 Full-time employees 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 fees or incidental fees such as music fee, special course fee, parking, etc. are not refundable.

Conditions for refund are:

51-2 A. Courses must be taken during hours the employee is not scheduled to be working for the University.

51-3 B. Employees may take no more than two (2) courses and not more than six (6) semester hours of credit during any single semester.

51-4 C. Employees must complete the course and earn a grade of "C" or better.

UNIFORMS

52-1 All employees in the bargaining unit will be issued (approximately upon execution of this Agreement) two (2) uniforms (equivalent to J. C. Penny 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, 19....., 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.

52-2 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

53-1 Employees (after registering their automobiles, paying the required registration fee established by the University, and properly displaying the parking decal) may park under the University regulations in the University parking system. Those driving more than one car must register each car. Employees agree to abide by the University parking and traffic ordinances.

COST OF LIVING

54-1 It is agreed that the University will commence paying a cost of living allowance effective July 1, 1973 and for the duration of the University's next two fiscal years which end June 30,

1975, in accordance with the following provisions:

54-2 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 (1967=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.

54-3 The cost of living allowance for the period beginning July 1, 1973 and ending June 30, 1974 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 1973 over the average of the BLS Consumer Price Index for January, February and March of 1972; provided, however, that in no event shall the cost of living allowance after such increase be more than \$.06 per hour for said period.

54-4 The cost of living allowance for the period beginning July 1, 1974 and ending June 30, 1975 shall be \$.01 per hour for each .5 increase in the average of the BLS Consumer Price Index for January, February and March of 1974 over the average of the BLS Consumer Price Index for January, February and March of 1973; provided, however, that in no event shall the cost of living allowance after such increase be more than an additional \$.06 per hour over the cost of living allowance for the prior fiscal year.

54-5 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:

54-6 If the average of the BLS Consumer Price Index for January, February and March of 1973 is 127.1650 and if the aver-

age of the BLS Consumer Price Index for January, February and March of 1972 is 124.666, then 4¢ shall be added to each employee's (in the bargaining unit) hourly wage rate for the period beginning July 1, 1973 through June 30, 1974.

54-7 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.

54-8 The Union and the University jointly agree that any adjustment in earnings to become effective July 1, 1973 for the first determination of the cost of living adjustment as described above and to become effective July 1, 1974 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.

54-9 The Union and the University jointly 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.

54-10 Therefore, a reduction in the amount paid by the University 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 Price Index for January, February and March as compared to the preceding average of the BLS Consumer Price Index for January, February and March. These reductions shall also apply to the base rate.

54-11 The cost of living allowance shall be taken into account in computing premium pay, holiday pay, vacation pay, call-in pay, sick leave, personal leave days and Union Educational Leave with pay.

LONGEVITY PAY

55-1 All regular full-time employees within the bargaining unit in the active service of the University as of October 1 of any year shall be entitled to receive longevity pay for the length of continuous service with the University according to the following rules and schedule of payment:

55-2 Longevity pay shall be computed as a percentage of the employee's regular annual base salary or wage. Base salary or wage shall be the salary or wage which an employee is being paid in 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 or premium payments. Longevity pay shall be based on full-time continuous service.

55-3 After completion of seven (7) years of continuous full-time service by October 1 of any full year and continuing in subsequent years of such service, each bargaining unit employee shall receive annual longevity payments as provided in the schedule.

55-4 To be eligible for longevity payments 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 (1) additional year of such service for each payment.

55-5 Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

55-6 Prorated 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 1 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 separa-

tion. In case of death, longevity payment shall be made to the spouse, and if there be no spouse, to dependents of the employee, and if there be no spouse or dependents of the employee, to the estate of the employee. Such prorated 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 1 to the date of retirement, separation or death, and shall be made as soon as practicable thereafter.

55-7 An employee who has been on leave of absence without pay during the year in which the employee is entitled to longevity pay shall have his longevity prorated based upon the following schedule (computations are made for the period of time between October 1 of one year and October 1 of the following year):

55-8 A. An employee who is on leave of absence(s) for a period of less than three calendar months is entitled to full longevity payment.

55-9 B. An employee who has been on leave of absence(s) without pay for a period of three months and up to six months shall receive 75% of the longevity payment.

55-10 C. An employee who has been on leave of absence(s) for a period of time of six months up to nine months shall receive 50% of the longevity payment.

55-11 D. An employee who has been on leave of absence(s) without pay for a period of nine months up to a year shall receive 25% of the longevity payment.

55-12 No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which exceeds \$6,500.

LONGEVITY PAY SCHEDULE

56-1

Continuous Service	Annual Longevity Pay
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

57-1 The Union, its officers, agents, members and employees covered by this Agreement agree that as 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 University'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. The penalties imposed for violation of this section shall not be subject to the grievance procedure under this Agreement; however, employees may appeal the question of fact as to whether they participated in a strike in the same manner as discharge or discipline is appealed under this Agreement.

RULES AND REGULATIONS

58-1 While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner. In addition, the arbitrary or capricious administration of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

VALIDITY

59-1 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

60-1 The provisions contained on pages numbered 1 through 43 and the three (3) supplemental letters pertaining to Representation Districts, Joint Apprenticeship Program, and Job Classifications constitute the entire agreement between the parties.

SUPPLEMENTAL AGREEMENTS

61-1 All supplemental agreements shall be subject to the approval of the local Union, the University and the Council. They shall be approved or rejected within a period of ten (10) days following the date they are filed.

RATIFICATION

62-1 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 August 14, 1972 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

63-1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1975.

63-2 If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, give written notice of termina-

tion. 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.

63-3 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.

63-4 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 University, to the Director of Personnel, or to any such address as the Union or the University may make available to each other.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS

This 21st day of August, 1972.

FOR LOCAL 1568

FOR CENTRAL MICHIGAN UNIVERSITY

ss/PHYLLIS MILLER,
President

ss/WILLIAM B. BOYD
President

ss/J. A. EVANS
Director/Personnel and Staff Relations

FOR COUNCIL #7

ss/JERRY R. TUBBS
Vice President/Business and Finance

ss/DAVID L. MITCHELL
Staff Representative

LETTER OF AGREEMENT

Mr. David Mitchell
Staff Representative
State Council 7
AFSCME

Re: Representation Districts

Dear Mr. Mitchell:

63 In connection with our negotiations, we have agreed with the Union that a special conference will be held for the purpose of reviewing the Representation Districts. If agreement on the Representation Districts is reached in time for inclusion in the new printed contract, the new districts will be printed. If we are not able to meet and agree on the Representation Districts, the language in the contract between the Union and the University dated July 17, 1969 shall appear in the new contract, but may be altered by mutual agreement between the Union and the University.

Very truly yours,

ss/JEFFREY A. EVANS
Director/Personnel and Staff Relations

LETTER OF AGREEMENT

Mr. David Mitchell
Staff Representative
State Council 7
AFSCME

Dear Mr. Mitchell:

The University has had an Apprenticeship Program since September, 1971. The University with the Union recognizes that the principal of training through such a program for becoming skilled employees is desirable. To further this principal, the University gives assurance that it will, during the entire term of this agreement maintain an Apprenticeship Program.

This letter is to affirm that the Union and the University have agreed to meet within thirty days from the date of signing the agreement currently under negotiation between the Union and the University to receive proposals from the Union concerning the Joint Apprenticeship Program and to discuss possible changes in the Joint Apprenticeship Program. A committee of four local union representatives as well as a council staff representative will meet with the University for these purposes.

Very truly yours,

JEFFREY A. EVANS

Director/Personnel and Staff Relations

LETTER OF AGREEMENT

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.

New classifications at the University which might have a community of interest with those in the bargaining unit will be discussed with the Union regarding whether they should be included in the bargaining unit.

This is one of three (3) 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.

**MAINTENANCE-FOOD SERVICES
SALARY SCHEDULE (1972-75)**

Pay Level	Time Period	1972-73	1973-74	1974-75
1	Hourly (H)	2.83	3.01	3.18
	Bi-Weekly (B)	226.40	240.80	254.40
	Annual (A)	5,886.40	6,260.80	6,614.40
2	H	2.97	3.15	3.32
	B	237.60	252.00	265.60
	A	6,177.60	6,552.00	6,905.60
3	H	3.26	3.44	3.61
	B	260.80	275.20	288.80
	A	6,780.80	7,155.20	7,508.80
4	H	3.42	3.60	3.77
	B	273.60	288.00	301.60
	A	7,113.60	7,488.00	7,841.60
5	H	3.66	3.84	4.01
	B	292.80	307.20	320.80
	A	7,612.80	7,987.20	8,340.80
6	H	3.86	4.04	4.21
	B	308.80	323.20	336.80
	A	8,028.80	8,403.20	8,756.80
7	H	4.21	4.39	4.56
	B	336.80	351.20	364.80
	A	8,756.80	9,131.20	9,484.80
8	H	4.66	4.84	5.01
	B	372.80	387.20	480.00
	A	9,692.80	10,067.20	10,420.80

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 x 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, of the designated fiscal year.

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

ALLOCATION OF CLASSIFICATIONS TO PAY LEVELS

Classification	Pay Level
Air Conditioning & Refrig. Rep.	5
Air Conditioning & Refrig. Rep. Helper	3
Auto & Equipment Mechanic	5
Auto & Equipment Mechanic Helper	3
Baker	2
Baker Helper	1
Boiler Operator	5
Bus Driver	7
Caretaker	3
Carpenter	5
Carpenter Helper	3
Cook	2
Cook Helper	1
Custodian	3
Electrician	5
Electrician Helper	3
General Maintenance Man	3
Grillroom Leader	2
Housekeeper	1
Inventory Taker	5
Journeyman Air Conditioning & Refrig. Rep.	8
Journeyman Auto & Equipment Mechanic	8
Journeyman Baker	6
Journeyman Boiler Operator	8
Journeyman Carpenter	8
Journeyman Cook	6
Journeyman Electrician	8
Journeyman Locksmith	8
Journeyman Maintenance Mechanic	8
Journeyman Mason	8
Journeyman Metal Worker	8
Journeyman Painter	8

Journeyman Plumber	8
Journeyman Welder	8
Lockeroom Attendant	3
Mailroom Assistant	5
Maintenance Mechanic	5
Maintenance Mechanic Helper	3
Mason	5
Mason Helper	3
Metal Worker	5
Metal Worker Helper	3
Motor Pool Attendant	3
Motor Vehicle Operator	5
Painter	5
Painter Helper	3
Pastry Cook	2
Plumber	5
Plumber Helper	3
Salad Helper	1
Senior Air Conditioning & Refrig. Rep.	7
Senior Auto & Equipment Mechanic	7
Senior Baker	4
Senior Boiler Operator	7
Senior Caretaker	5
Senior Carpenter	7
Senior Cook	4
Senior Custodian	5
Senior Electrician	7
Senior Maintenance Mechanic	7
Senior Mason	7
Senior Metal Worker	7
Senior Painter	7
Senior Pastry Cook	4
Senior Plumber	7
Senior Salad Maker	4
Stockroom Attendant	5
Tool Crib Operator	5
Utility Helper	1
Utility Worker (Swing)	2
Warehouseman	5

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