

*May 31,
1973*



agreement between

EASTERN MICHIGAN UNIVERSITY

and AFSCME, AFL-CIO council no. 7

LOCAL UNION 1666

OCTOBER, 1970

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Eastern Michigan University

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Eastern Michigan
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Ypsilanti, Mich.
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EASTERN MICHIGAN UNIVERSITY
and AFSCME, AFL-CIO council no. 7
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Agreement

This Agreement made and entered into this 1st day of October, 1970, by and between Eastern Michigan University, hereinafter referred to as the EMPLOYER, and Local Union 1666 affiliated with Council 7 of the American Federation of State, County and Municipal Employees Union (AFL-CIO), hereinafter referred to as the UNION.

PURPOSE AND INTENT

The Employer and Union recognizes their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, nationality or political belief, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the University and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

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

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives.

RECOGNITION

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and all other conditions of employment for all regular employees of the Employer included in the bargaining units described as follows:

All regular full and part time employees with "M" classifications excluding supervisors, police officers and student employees.

All regular full and part time employees with "F" classifications excluding supervisors and student employees.

TEMPORARY EMPLOYEES

Temporary Employees working a full forty (40) hour week shall not be permitted to work beyond ninety (90) consecutive working days unless that temporary employee is replacing a regular employee who is using accrued sick days or who is on an approved leave of absence.

AID TO OTHER UNIONS

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

UNION SECURITY

Subject to the letter of Agreement entered into between the Employer and the Union, which is set forth below and made a part thereof:

Section 1. All present employees covered by this Agreement and employees hired, re-hired, reinstated or transferred into the bargaining unit shall become members of the Union within one month (30 calendar days) after the effective date of this Agreement or their date of employment, whichever is later, and shall continue such membership in good standing, subject to the Local's By-Laws and/or the AFSCME International Constitution as a condition of continued employment for the duration of this Agreement.

Section 2. 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.

Section 3. Employees shall be deemed to be members of the Union within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 4. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

Letter of Agreement

EASTERN MICHIGAN UNIVERSITY

International Union

American Federation of State,
County and Municipal Employees
805 West Allegan Street
Lansing, Michigan

Dear Sir:

With respect to the section concerning Union Security in the present Agreement between the parties as indicated on page 6, it is agreed that all employees covered by the Collective Bargaining Agreement effective October 1, 1970, between Eastern Michigan University and the American Federation of State, County and Municipal Employees (AFL-CIO), Local 1666, Council 7, who may have a strong religious conviction which would preclude them from becoming a member of any labor organization, will not be caused to become a member of Local 1666, AFSCME, as a condition of employment.

Any employee of any bargaining unit represented by Local 1666, AFSCME, who does not meet the requirements of the Agreement as listed in the section concerning Union Security must fill out a form provided by the University which sets forth the employee's religious convictions and states his religious faith. A copy of the form will be sent to the Local President. In the event of a dispute over this matter, it will be treated in accordance with the provisions of the section concerning the grievance procedure starting at the Third Step.

Sincerely,

Gary D. Hawks
Director of Personnel

Acceptance of Union
Floyd Kersey, President

UNION DUES AND INITIATION FEES

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Payroll Deduction Authorization Form, or may pay the same directly to the Union.

(a) Check Off Form

During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a service fee equal to the amount of Union dues, from the pay of each employee who executes or has executed the Authorization Form.

Employees may have their initiation fees and monthly membership dues, or service fee, deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union. Employees on Check-Off may have the Check-Off cancelled as provided in the Agreement and pay dues directly to the Union; however, they must remain members of the Union for the duration of the Agreement.

(b) Deductions

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

(c) Delivery of Executed Authorization of Check-Off form.

A properly executed copy of such Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are

in effect. Any Authorization Form which is incomplete or in error will be returned to the Council No. 7 Secretary-Treasurer by the Employer.

(d) When Deductions Begin

Check-Off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the Second (2nd) pay following the week it is submitted, and weekly thereafter.

(e) Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by Council No. 7.

(f) Remittance of Dues to Secretary-Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council No. 7 as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer of Council No. 7, monthly, with a list of those for whom the Union has submitted signed Authorization Forms, but for whom no deductions have been made. Copies of each report to the Secretary-Treasurer of Council No. 7 shall be sent at the same time to the Local Union.

(g) Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the second (2nd) week following the week in which he is no longer a member of the bargaining unit. The Council No. 7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(h) Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization Form, shall be reviewed with the

employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board whose decision shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

(i) Limit of Employer's Liability

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

(j) List of Members Paying Dues Directly

The Local Union will furnish the Employer within fifteen (15) days after the effective date of this Agreement the names of all members covered by this Agreement that are paying dues directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(k) Disputes Concerning Membership

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

(l) It shall be the duty of the Employer to notify the Union within ten (10) days of any hired, rehired, reinstated or transferred employee into the bargaining unit. This notification will include the name, address, date of hire, classification and title of the new employee. The University will also notify the Union of employees who terminated from the bargaining unit.

REPRESENTATION

A. The Union and the Employer shall jointly determine the number of representation districts in the bargaining unit. The Employer and the

Union shall redistrict the unit from time to time by agreement.

B. It is mutually recognized that the establishment of districts for the purpose of employee representation will be based upon geographic location of employees, departmental organization, size of the work force, and shift. Any disputes over this article shall be a proper matter for the Grievance Procedure, commencing at the third (3rd) step.

The following are the current representation districts:

"M" CLASSIFICATION UNIT

1. McKenny Maintenance
2. Carpenters
3. Plumbers
4. Painters
5. Electricians
6. Stores & Inventory
7. Ford Hall
8. Library & Quirk
9. Hover, Rackham & Sherzer
10. Pease & Alexander
11. Sill Hall
12. Strong
13. Starkweather, Boone & Welch
14. Pierce Hall & Roosevelt
15. Bowen, Warner & Health Center
16. Transportation & Garage
17. Heating Plant
18. Grounds
19. Jones & Goddard
20. King & Goodison
21. Brown & Munson
22. Dorm Complex 1
23. Dorm Complex 2
24. Dorm Complex 3
25. Pray-Harrold Classroom Bldg.
26. Jefferson Science Building

"F" CLASSIFICATION UNIT

1. McKenny Union
2. Brown-Munson

3. Jones-Goddard
4. King-Goodison
5. Dining Commons 1
6. Dining Commons 2
7. Dining Commons 3

Each unit will be represented by a Chief Steward or Alternate Chief Steward. Each Representative district will be represented by a Steward or Alternate Steward.

STEWARDS AND ALTERNATE STEWARDS

(a) In each district, employees shall be represented by one steward who shall be a seniority employee working in the district. When overtime is scheduled for three or more employees in a district, a steward or alternate steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district which he can perform.

(b) Upon request of any employee in his district, the steward, during his working hours without loss of time or pay, may in his own district, in accordance with the terms of this section, investigate a grievance. If he believes the grievance has merit, he shall present the grievance to the district supervisor at Step One of the grievance procedure. He may be accompanied by the aggrieved employee if he or the employee so desires. If the grievance is processed to Step Two, he shall participate at the step in accordance with the grievance procedure. The supervisor will grant permission, within a reasonable period of time, and provide sufficient time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

(c) The Chief Steward or his alternate may investigate a grievance which is not settled satisfactorily at Step One before meeting with the employer's Step 2 representative. The Chief Steward may, within a reasonable period of time, leave his work during working hours without loss of pay for the purpose of investigating and presenting a grievance at Step Two of the grievance procedure and participating in any subsequent processing of the grievance. Time away from his work will be devoted to the prompt handling of legitimate grievances and he will perform his regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein.

(d) The Local President or his authorized representative in his absence shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the employer, upon having received permission from his supervisor to do so. The supervisor will grant permission, within a reasonable period of time, and provide sufficient time to the Local President to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Local President 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 will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein.

(e) The Union will furnish the Personnel Office of the Employer with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its Personnel Office keep the Union advised as to its representatives.

PRESENTING A GRIEVANCE

1. Any employee or groups of employees hav-

ing a grievance in connection with his or their employment shall present it to the employer as follows, provided that no grievance shall be considered unless it is presented in writing by the steward, within ten (10) working days of the time the employee or the Union has obtained knowledge of its occurrence:

(a) An employee, after he informs his supervisor and does not get a satisfactory answer, may refer it to the steward of his district. There shall be no further discussion of the grievance after the employee requests his steward. The supervisor shall call the district steward as promptly as possible. After the steward is called, he shall be permitted to discuss the grievance in private with the employee for a reasonable period of time. If the steward believes the grievance has merit, he shall proceed in the following manner.

STEP 1. After investigating the grievance, the steward shall discuss the grievance with the employee's immediate supervisor on his shift. The employee may be present if he wishes. In the absence of a supervisor on his shift, the steward may refer the grievance to the appropriate day shift steward who may discuss the matter with his supervisor. If they are unable to resolve the grievance, the district steward shall reduce the grievance to writing on forms provided by the employer, signed by the aggrieved employee and the district steward, and present it to the supervisor who shall give a written answer containing reasons for denial within two working days of receipt of the written grievance. If the supervisor's written answer is not satisfactory, the grievance may be referred by the district steward to the chief steward who shall if he wishes to carry the grievance further, within five working days state in writing the objection to the supervisor's answer and present it to the person designated by the employer as Step 2 representative. If the chief steward does not present the written objection to the supervisor's answer to the Step 2 representative within five working days after receipt of the supervisor's written answer, the answer shall be considered final.

STEP 2. If a grievance is presented by the chief steward to the Step 2 employer representative, a meeting shall be held within five working days to discuss the grievance, with the chief steward, the district steward and the aggrieved employee. Within five working days after such meeting the Step 2 employer representative shall give a written answer to the grievance.

If the Step 2 answer is not satisfactory, the grievance may be referred to the Local President or his representative in his absence who shall, within five working days, state in writing the objection to the Step 2 answer and present it to the Step 3 representative designated by the employer. If the Local President or his representative does not present the grievance to the Step 3 representative within five working days after receipt of the Step 2 answer, the answer shall be considered final.

STEP 3. If a grievance is presented by the Local President or his representative to the Step 3 employer representative, a meeting shall be held between no more than three representatives of the Local Union together with the grievant and if desired by the Union a representative of the Council or International, and the Step 3 representative(s) designated by the employer to discuss the grievance. Such meeting shall be within five working days of receipt of the written Step 3 request unless both parties agree to extend the time. Within five working days after such meeting the Step 3 representative shall give his written answer.

2. If the written answer of the Step 3 representative of the University does not dispose of the grievance and the Union believes the matter should be carried further, it may, within fifteen (15) working days, either (a) refer the matter to the Appeal Board; or (b) bypass the Appeal Board and refer the case to arbitration in accordance with the rules of the American Arbitration Association.

3. If the matter is referred by the Union to the Appeal Board, the grievance, the answers

thereto and such other written records as there may be in connection with the matter, shall be considered by the Appeal Board at a meeting to be held within ten (10) working days of the submission by the Union, or such further time as is mutually agreed upon. The Appeal Board shall consist of two representatives of the Employer and two representatives of the Union, at least one of whom shall be a representative of the Council or International Union. If a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

4. If the matter has been referred to the Appeal Board and the Appeal Board is unable to dispose of the grievance, the Union may, within ten (10) working days after the meeting of the Appeal Board, refer the case to arbitration in accordance with the rules of the American Arbitration Association. If the case is not referred to Arbitration the Step 3 answer shall be final.

5. 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 this agreement. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this agreement, nor shall he substitute his discretion for that of the employer or the Union where such discretion has been retained by the employer or the Union, nor shall he exercise any responsibility or function of the employer or the Union.

6. In the event of arbitration, the fees and approved expenses of the arbitrator will be paid by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved and the employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to a court or labor board from a decision of any arbitrator.

7. If the employer's representative fails to answer a grievance in writing within the time provided in this grievance procedure or any mutually agreed extensions of such time, the grievance will be considered settled in favor of the grievant.

REPRIMAND, SUSPENSION OR DISCHARGE:

(a) NOTICE OF REPRIMAND, SUSPENSION OR DISCHARGE

It is agreed that reprimands, suspensions and discharges when deemed necessary by management will take place as soon after the alleged offense as possible. The Employer agrees promptly upon a written reprimand, suspension or discharge of any employee to notify in writing, the steward of the district. (Such notices shall contain the reasons for the reprimand, suspension or discharge.)

(b) A suspended or discharged employee will be allowed to discuss his suspension or discharge with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, a representative of the Employer will meet with the suspended or discharged employee and his Steward before he leaves the property.

(c) Should an employee who receives a written reprimand, or is suspended or discharged, consider the suspension or discharge to be improper, a request for a grievance meeting, commencing at the third (3rd) step, to discuss the University's action, shall be presented in writing through the Local President, or his designated representative to the Director of Personnel within three (3) working days of the University's action.

(d) On imposing any discipline on a current charge, the Employer will not take into account prior minor infractions of which the Employer had knowledge, and had reduced to writing with a copy to the employee, that occurred more than one (1) year previously; nor prior major infractions such as fighting, drinking while on duty or

any type of immoral act, that had been reduced to writing (with a copy to the employee) that had occurred more than three (3) years previously.

SENIORITY

Seniority Defined:

Seniority shall be on a unit and occupational wide basis in accordance with the employee's last date of hire. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name.

Within twenty (20) calendar days after the date of the execution of this agreement, the Employer will post a unit-wide seniority list on the appropriate bulletin boards. The Employer will also furnish the Local Union and the Chief Stewards with copies of such lists. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards, and copies to the Local Union and Chief Stewards at six (6) month intervals following the initial posting.

The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name. Where employees have the same name and the same hiring date, the older (age) employee's name shall have precedence on the seniority list.

PROBATIONARY EMPLOYEES

(a) New employees shall be considered as probationary employees for the first ninety (90) calendar days of employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall have seniority within his occupation from his date of

hire. There shall be no seniority among probationary employees.

(b) 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; but a probationary employee may be discharged or disciplined for any reason deemed proper by the Employer without recourse to the grievance procedure.

LAYOFFS

(a) When there is a decrease in the work force, the following procedure shall be followed: Temporary employees, then probationary employees will be laid off on a unit wide basis provided the seniority employees can do the available work.

(b) Seniority employees will be laid off according to seniority in their occupations provided the greater seniority employees are able to perform the available work.

(c) In proper cases exceptions may be made by mutual agreement.

(d) Employees to be laid off for an indefinite period of time (not including regular scheduled close - downs based upon the University calendar) will have at least seven (7) calendar days notice of layoff. The Local Union Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

WORK OPPORTUNITIES FOR LAID OFF EMPLOYEES

Seniority employees laid off from either the "M" unit or the "F" unit for an indefinite period of time (not including regularly scheduled close-downs based upon the University calendar such as Christmas, Easter and summer vacations), will be given preference over new hires for jobs in the other unit provided they are able to perform the work required.

During the first four weeks of employment in the other unit the employee shall be considered a probationary employee in such unit; thereafter he shall have seniority from his original date of hire.

An employee who commences work in the other unit under this provision shall retain seniority in the unit from which he is laid off in accordance with the provisions of this agreement until such time as he shall be recalled to his original seniority unit. If such recall occurs before he has completed the probationary period he shall return to his original unit. If such recall occurs after he has completed the probationary period he shall have the option of accepting the recall and returning to his original unit or remaining in the unit where he is then working. Upon making such election as to unit he shall lose all seniority in the other unit.

RECALL PROCEDURE

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

(b) Any employee who is re-employed from a seniority list in the same unit or division that he was laid off from shall be restored his seniority including that which he otherwise would have acquired during the period of his layoff.

(c) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall he shall be considered a quit. Extension may be granted by the Employer in proper cases.

TRANSFERS

(a) Transfer of Employees

If an employee with seniority is transferred

from one seniority occupational group to another seniority occupational group, other than under the provisions of work opportunities for laid-off employees, he will, after four weeks, be given seniority in the new unit equivalent to that which he had accrued in the unit from which he is transferred at which time all of his seniority in his former unit shall be cancelled.

(b) If any employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. This shall also be applied to employees who were transferred to a position under the Employer not included in the unit prior to certification of the Union.

(c) For the purpose of determination of any benefits affected by length of service provided for in this Agreement, employees shall have seniority from last date of hire.

(d) If and when a department which has been operated at one location is divided so as to work at or out of two or more locations for a period of more than seven (7) days employees whose jobs are affected will be given the choice of department location on the basis of occupational seniority.

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

VACANCIES

(a) The Employer will make promotions within each unit available on a seniority basis to its employees who are able to perform the job under consideration.

(b) The employer will consider written requests from employees to transfer from one occu-

pational unit to the other provided that there are no bidders from the unit where the vacancy exists prior to considering applicants from outside the University. However, the University will reserve the right to allow or disallow transfers between occupational units. If the University permits the employee to go from one occupational unit to another, section (F) will apply. If the University disallows the transfer, it shall notify the employee in writing stating the reasons for denial.

(c) Job vacancies will be posted on Mondays for a period of five (5) working days in a conspicuous place in the working areas of the unit. The job postings will consist of the job classification, title, location, and rate of pay. The Employer may temporarily fill in the job vacancy during such posting.

(d) The Employer will not be obligated to consider a request for promotion or vacancy in writing from an employee who has not submitted his request for promotion or a vacancy in writing to the Employer on or before the fifth working day the job is posted.

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

(f) The successful bidder shall be transferred to the posted job within two (2) weeks after the completion of the posting provided a replacement is available. At any time during the first four (4) weeks after promotion, the employee may revert back to his former classification either because (a) he does not have the ability to perform the job or (b) he does not want the job. If the employee is unsatisfactory in the new occupation, he shall be transferred back to his former occupation and reasons shall be submitted to the employee in writing by the Employer with a copy to the Steward of the District. The matter may then become a proper subject for the grievance procedure.

(g) During the period he is performing the work an employee will receive the rate of the job he is performing.

TEMPORARY TRANSFER

If an employee is temporarily (i.e., on a day-to-day basis and for less than three working days) assigned to another job, he shall continue to receive the rate of pay of his regular classification. After three working days in the temporary job assignment, the employee will receive the rate of the job or his regular rate, whichever is higher.

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

(a) He quits.

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

(c) He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and is re-employed, his seniority including that which he otherwise would have acquired during the period of his disability shall be restored.

(d) He is absent from his job for three consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated.

(e) If he does not return to work within five (5) working days when recalled from layoff. In proper cases, exceptions shall be made; provided, however, an employee who cannot return to work at the time of recall from layoff shall promptly notify the Employer.

(f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.

(g) Any dispute concerning this section will be subject to the grievance procedure.

SHIFT PREFERENCE

Shift preference will be granted on a basis of seniority within the occupation as openings occur. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work and his replacement is available. Transfers may be postponed for one additional period not exceeding two weeks when required for training of new employees.

SENIORITY OF STEWARDS

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

The Right of the Employer to transfer or re-assign an employee within the provisions of this agreement will not be affected by the fact that the employee is a Steward.

SENIORITY OF OFFICERS

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

The Right of the Employer to transfer or re-assign an employee within the provisions of this

agreement will not be affected by the fact that the employee is a Chief Steward or any other officer of the Union.

PERSONAL LEAVE

Leaves of absence up to three (3) months (without pay) may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for valid personal reasons but not for the purpose of obtaining employment elsewhere. Leaves of absences for like causes may be extended by the employer for additional periods not exceeding three (3) months, but the total leave time shall not exceed one (1) year. Seniority shall accumulate during such leaves.

SICK LEAVE

Section 1. All employees are entitled to sick leave benefits on the basis of one working day for each completed month of service or major fraction thereof, up to a maximum of 200 days, provided that at no time shall the accumulation for any one calendar year exceed twelve (12) days, or the total accumulation exceed two hundred (200). Sick leave credit in excess of the normal ten (10) days may be earned by ten-month employees on the following basis:

1. one additional day for summer session of at least two weeks;

2. two additional days for a summer session of at least six (6) weeks. The provision of a "major fraction of a month" is waived for the purpose and this credit may be earned for months already credited during the ten-month academic year.

Section 2. Part-time employees holding regular part-time jobs are entitled to sick leave benefits in proportion to the time worked. Employees working either full or part-time on temporary jobs are not entitled to sick leave benefits.

Section 3. Working day, for purposes of this section, shall be interpreted to mean any day of

the week, provided such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five days of a regular week.

Section 4. Employees shall be eligible for sick leave in accordance with the provisions of this Article after completion of their probationary period.

Section 5. All employees will continue to accrue one day per month sick leave credit as long as they are on the payroll even though they are absent from duty because of illness or injury. Employees on leave of absence without pay will not receive any sick leave credit during sick leave.

Section 6. When an employee who has been separated from one of the Universities returns, his previous unused sick leave allowance shall be placed to his credit.

Section 7. All 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 receive remuneration.

Section 8. All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs the work or the institution provides a substitute. An employee will be considered absent if he fails to appear for his regularly scheduled duties for one-half day, because of illness or injury, and his sick leave credit will be debited for one-half day. This applied to the illness or injury of individual employees only. Absences chargeable to sick leave for any other reason will be considered on the basis of merit by the administration.

Section 9. If an employee elects to use his sick leave while off duty because of a compensable accident or injury (one covered by Workmen's Compensation) and receive his full salary, the monetary value of the accrued sick leave will be

computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his full-time salary and his compensation benefits for each pay period.

Section 10. Each employee, upon returning to work after any absence which is chargeable to sick leave benefits, may be required to file with the Personnel Office either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

Section 11. Whenever an employee has used up all of his sick leave credit, he will be removed from the payroll until he reports back to duty. An employee unable to work because of sickness or injury will be placed on leave of absence under the Personal Leave Provision after exhausting all rights to paid sick leave. The employer may require a statement from the employer's doctor if such leave extends for more than five (5) days.

Section 12. An employee who separates from school service for retirement purposes in accordance with the provisions of the Michigan School Employees Retirement Fund shall be paid for 50% of his unused sick leave as of the effective date of the separation. Such payments are to be made at the employee's current rate of pay.

Section 13. In case of the death of an employee, payment of 50% of the unused sick leave shall be made to the beneficiary or estate. Such payments will be made at his regular rate of pay.

Section 14. Sick leave utilized by an employee for illness or injury of a member of the immediate family shall be based on the merit of the case and limited by the following provisions:

1. Such use will be limited to two (2) days for any particular incident of illness or injury and to a maximum of six (6) days in any fiscal year.

2. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law and father-in-law.

Requests for the above shall be routed through normal administrative channels and be decided by the Director of Personnel.

Section 15. The sick leave record shall be credited with earned sick leave credit yearly and debited periodically as sick leave benefits are used.

The head of each department or division is charged with the responsibility of reporting to the Personnel Payroll Office of the University on each payroll report all absences in his department which are chargeable against sick leave credit. This will be an original record from which the Payroll Office will secure the information for the permanent record. In addition, each department or division head shall report verbally to the appropriate office, absences in his department for that day.

MATERNITY LEAVE

Employees will not be kept on the active payroll beyond the end of the fifth (5th) month of pregnancy. Any employee who has at least one (1) year seniority will be granted upon request, a maternity leave, with seniority accumulating, without pay, up to a maximum of seven (7) months, by writing to her department supervisor. The department supervisor will send the regular Request for Leave of Absence forms, with proper signatures, to the Personnel Department at this time.

If it is not possible to assign work to the employee immediately upon return from maternity leave, she will be granted an extended leave for a maximum of three (3) months, during which time the Personnel Department will make a concerted effort to find employment for her. If the employee is not returned to work during the three (3) months period she will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee will

not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

LEAVE FOR UNION BUSINESS:

Members of the Union elected to Local Union Office, or selected by the Union to do full-time Union work shall at the written request of the Union given not less than ten (10) working days in advance, receive a leave of absence without pay and without accumulation of seniority for a period not to exceed two (2) years or the term of office, whichever may be shorter. Such leave shall be renewed on request of the Union. On conclusion of the leave, the employee shall return to the bargaining unit in the same classification with the seniority held at the time of commencement of the leave.

UNION EDUCATIONAL LEAVE

Leave of absence (without loss of straight-time pay) will be granted upon five (5) days written notice to those educational institutes conducted by the Union. The number will not exceed two (2) employees and the number of working days will not exceed four (4) for each employee in any one (1) calendar year.

MILITARY LEAVE – SHORT TOURS OF DUTY

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

MILITARY LEAVE – EXTENDED SERVICE

Upon application, a military leave of absence (without pay) will be granted to employees on the

seniority list. This applies to employees who are inducted through membership in the National Guard or reserve component into the Armed Forces of the United States. Seniority shall accumulate during such leave.

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full-time under applicable federal laws then in effect. Seniority shall not accumulate during such leaves.

HOURS OF WORK

REGULAR HOURS

The regular hours of work each day shall be consecutive, except for interruptions for lunch and rest periods.

WORK WEEK

The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operation.

WORK DAY

Eight (8) consecutive hours of work within the 24-hour period beginning not earlier than 5 a.m. shall normally constitute the regular work day except for employees scheduled to work less than eight (8) hours per day.

WORK SCHEDULE

Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed except after discussion with the Union at least three (3) days prior to the effective date of the proposed change. Any employee who complains of personal discrimination shall have recourse through the grievance procedure.

CONTINUOUS OPERATIONS

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24-hours a day, or six (6) or seven (7) days a week.

REST PERIODS

The work schedules of all employees shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period of employees other than bus drivers shall be scheduled at the middle of each one-half shift whenever this is feasible. The rest periods of bus drivers shall be taken as trip schedule permits. Employees who for any reason are scheduled to work for more than one hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work such overtime. In addition, they shall be granted a fifteen (15) minute rest period after two (2) hours of overtime if they are scheduled to continue work thereafter.

If an employee is scheduled to work sixteen (16) consecutive hours, he shall receive an unpaid fifteen (15) minute lunch period after eight (8) hours in addition to the paid fifteen (15) minute rest period at that time, and shall receive usual rest periods and meal periods during the second eight (8) hours.

MEAL PERIODS

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The lunch period shall be without pay except in the case of employees performing 24-hour operations who will eat lunch during working hours.

CLEAN-UP TIME

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Employees working overtime will receive a ten (10) minute clean-up period at the end of the overtime work in lieu of regular clean-up time.

CALL-IN PAY

An Employee reporting for emergency duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay or three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work without being notified not to report will be given a minimum of three (3) hours work, or at the option of the Employer, will receive three (3) hours pay at his regular straight time rate plus shift premium if applicable, unless work is not available because of power failure, Act of God or other cause beyond the control of the Employer.

TIME AND ONE-HALF

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.

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.

Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

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

In no case shall premium pay be paid twice for the same hours worked.

SHIFT DIFFERENTIAL

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

SHIFT HOURS

The first shift is any shift that regularly starts on or after 5:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts on or after 2:00 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.

RIGHTS OF THE EMPLOYER

All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces;
2. the right to determine the work to be done by employees in the unit;
3. the right to change or introduce new or improved operations, methods, means or facilities;
4. the right to hire, schedule, promote, demote, transfer, release and lay off employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

STRIKES AND LOCKOUTS

It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slowdown, and on the part of the Employer no lockout.

In the case of any strike, slowdown, or other suspension of work not authorized by the Union, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided, that the Union complies fully with the following:

1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.

2. Immediately upon receipt of such notice the responsible Union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:

(a) Their action is in violation of the Agreement, subjecting them to discharge or discipline.

(b) The Union will not oppose their discharge or discipline.

(c) The Union has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.

(d) The Union instructs the men to immediately return to their respective jobs, submitted any grievances they may have to the grievance procedure provided for in the Agreement.

UNION BULLETIN BOARDS

The employer will continue to provide enclosed bulletin boards, which may be locked, in the districts where they are now installed. These

bulletin boards may be used by the Union for posting notices of the following types:

- (1) Notices of Union recreational and social events.
- (2) Notices of Union elections
- (3) Notices of results of Union elections
- (4) Notices of Union meetings, conferences, conventions, institutes, etc.
- (5) Final Grievance decisions

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

COST OF LIVING ALLOWANCE

It is agreed that the Employer will commence paying a cost-of-living allowance effective July 1, 1971 and for the duration of the Employer's fiscal year which ends June 30, 1972. The Employer will pay an additional cost-of-living allowance effective July 1, 1972 and for the duration of the Employer's fiscal year which ends June 30, 1973. The cost-of-living allowance will be computed in accordance with the following provisions:

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

(b) The cost-of-living allowance payable in the year commencing July 1, 1971, shall be \$.01 for each 0.5 point increase in the average of the BLS Consumer Price Index for January, February and March, 1971 over the average of the BLS Consumer Price Index for January, February and March, 1970. The additional cost-of-living allowance payable in the year commencing July 1, 1972 shall be \$.01 for each 0.5 point increase in the average of the BLS Consumer Price Index for January, February and March, 1972 over the average of the BLS Consumer Price Index for January, February and March, 1971. In no event shall the cost-of-living allowance for the year commencing July 1, 1971 be more than 10c per hour. In no event shall the cost-of-living allowance for the period commencing July 1, 1972 be more than 12c in addition to the amount of the cost-of-living allowance payable for the preceding year. The allowance granted July 1, 1971 shall remain in effect for the period commencing July 1, 1972 irrespective of any other increases. 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.

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

(d) The Union and the Employer jointly agree that any adjustment in earnings made in accordance with this clause shall be given full consideration in future bargaining between the parties with regard to wage increase.

(e) The cost-of-living allowance shall be taken into account in computing premium pay, holiday pay, vacation pay, call-in pay and sick leave.

APPRENTICESHIP PROGRAM

The University agrees to work with the local Union to establish an apprenticeship program for

skilled trades occupations. It is the University's and Union's desire to have this program developed and implemented within this contract year.

NEW JOBS

New jobs in the bargaining unit may be created by the management of Eastern Michigan University who shall establish the classification and rate which shall be in line with the rates established in this agreement for similar work. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to discuss the wage rate proposed for the particular job. In the event the Union does not agree to the proposed rate, it shall within fifteen (15) working days file a grievance and process it through the grievance procedure, commencing, at Step 3. The job and rate will be placed in effect and any adjustment will be retroactive to the time the job commenced.

WORK OF SUPERVISORS AND FOREMEN

Supervisors and Foremen shall not perform work of any job classification of the Bargaining Unit. It is, however, understood that under emergency conditions when regular employees are not immediately available, supervisors and foremen may perform bargaining unit work.

Also it is understood when it is necessary to test, demonstrate, or instruct employees in the use of new materials, or new methods of operation, or when operational difficulties are encountered, supervisors and foremen may perform bargaining unit work.

WORK OPPORTUNITIES FOR FOOD SERVICE EMPLOYEES

(1) During school vacation periods which are not a part of the regular work schedule of Food Service Employees, the Employer will assign work in the Food Service Department on the basis of seniority provided the senior employee is able to perform the work required. The employee shall continue to receive his established rate of pay.

(2) When it is necessary to schedule employees for work on a regular shift in the Food Service Department outside of the employee's regular work days (because of illness, absenteeism and similar causes), regular and substitute employees will be scheduled when available prior to calling in student help. The Employer will continue to use student help on a part-time basis.

(3) Food Service Employees not scheduled to work in the Food Service Department during school vacation periods will be given available opportunities to work temporarily in custodial and housekeeping jobs consistent with the present policy of the Employer with respect to use of student workers. Food Service Employees assigned to such work who have not previously performed such work will receive the hire-in rate of the job to which they are assigned. Employees who performed such work for not less than twenty (20) working days within a twelve (12) months period will receive the rate of the job.

EQUALIZATION OF OVERTIME

Overtime hours shall be divided as equally as possible among employees in the same classifications in their District. An up-to-date list showing overtime hours will be posted in a prominent place in each District before the 15th of each month. On the first list after the effective date of this agreement all employees shall start from zero overtime hours.

Whenever scheduled overtime is required, the person with the least number of overtime hours in that classification 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 may be called if there is a shortage of employees in the classifications needed. 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. It is understood that the University need not call in an employee for overtime under this provision rather than continue the shift of an employee already at work.

For purposes of this equalization provision overtime does not include hours worked when an employee is called in for emergency duty not scheduled in advance and not continuous with the employee's regular work period.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period.

If an employee is not called for overtime work in accord with the clause he shall be given the next scheduled overtime available.

Excess overtime hours will be carried over each year and is subject to review at the end of each period.

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

POLICY CHANGES

In the event the Employer shall propose to change any existing policy, affecting employees in the Unit, not covered by this Agreement, which is evidenced by a written memorandum, the Employer will first notify the Union and will discuss the matter before any change is made. Disputes under this section will be subject to the grievance procedure.

JURY DUTY

An employee with seniority who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court.

MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on

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

STUDENT WORKERS

Student workers shall not be considered employees for purposes of this agreement.

VACATION

Section 1: Vacations with pay are based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

- (a) One day per month, for the first twelve (12) months of continuous service.
- (b) One and one-fourth days per month for the thirteenth (13th) month through the ninety-sixth (96) months of continuous service.
- (c) One and one-half days per month for continuous service for the 97th month and for any month of continuous service thereafter.
- (d) Any employee who has 180 months of continuous service as of June 30, 1968, shall receive in addition to his accumulated vacation an additional two days of vacation with pay.

Section 2: For purpose of this Article, a month of continuous service is deemed to be any month in which an employee works or is deemed

to have worked more than 50% of his regularly scheduled work days.

Section 3: If an employee is terminated prior to completing his 12 months of continuous service, he shall automatically forfeit all accrued rights to a vacation with pay. Such an employee however, may be permitted to use his accrued credits prior to completion of 12 months of continuous service. In such cases, he shall sign a form provided by the Employer stating that if his employment shall be terminated prior to the completion of 12 months of continuous service, he shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his final pay check. If an employee is terminated after having completed 12 months of continuous service, he shall be entitled to receive all vacation rights accrued to the date of his termination.

Section 4: The vacation pay of an employee (including regular part-time employees) will be based on the number of hours he regularly works and will be computed on the basis of the rate of pay he is earning, excluding any shift premiums, at the time he takes his vacation.

Section 5: Vacation pay will be paid to the employee at the time he takes his vacation and on the regular pay day.

Section 6: All vacation shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. When there is a conflict between employees over the choice of dates for vacations, the employee with greatest seniority shall be given preference. Unless approved in writing by the personnel office, vacations must be taken on consecutive weeks and a vacation should not be taken for less than a week at a time. The vacation period shall commence on July 1 of each year and end on the following June 30 of each year. Vacation leaves cannot be accumulated. Any vacation rights accrued as of June 30 of each year must be taken during the immediately following vacation period and any employee who fails to take his vacation within that period shall

forfeit all rights to such vacation time with the following exceptions:

1. If an employee is unable to take his vacation during the appropriate vacation period because the Employer's work needs prevent it, he may be allowed to work and be paid his accrued vacation pay in lieu of taking time off for vacation.
2. If it is to the mutual convenience of the Employer and the employee, any employee with more than 12 months of continuous service may take part or all of the vacation time he has earned at any time during the year in which it is accruing.

Section 7: Vacation schedules shall be set up by the employer so as to permit the continued operation of all of the Employer's facilities and functions without interference.

Section 8: An employee who is on vacation and is scheduled to return to work immediately following vacation, who becomes ill or is injured for a period of five days or more, shall be eligible for sick leave benefits if the employee qualifies under Sick Leave instead of continuing on vacation leave, provided he notifies the Personnel Office not later than the first work day after the end of the vacation period. The provisions of paragraph 10 of Sick Leave shall be applicable.

HOLIDAYS

Section 1. All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday may fall, at the regular rate of pay, exclusive of shift differential: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the first working day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day, the day before or after New Year's, and one-half day on Good Friday. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday.

Section 2. Any of the above holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall on a Saturday shall be celebrated on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least disruptive of services. In such cases, the day worked shall not be considered the holiday for those working.

Section 3. To be eligible for holiday pay, an employee must work the last scheduled work day before the next scheduled work day after the day of the observance of the holiday, unless he has an excused absence, or is on vacation leave; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for that holiday.

Section 4. Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

Section 5. Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.

LONGEVITY PAY

Section 1. All employees covered by this Agreement who are on the Employer's active payroll as of July 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

Section 2. Longevity pay shall be based on an employee's continuous service with the Employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.

Section 3. For purposes of this section, continuous service means service calculated from the employee's last hiring date in accordance with the following provisions:

- (a) Continuous service shall be broken by
 - (1) Quit
 - (2) Discharge
 - (3) Termination due to a reduction of employees or other reason

(b) Ten month employees shall not suffer a break in continuous service by reason of their employment only during the Employer's academic year provided they return to work upon commencement of the immediately following academic year.

Section 4. Employees absent from work due to lay-off, physical disability, or authorized sick leave or leave of absence for a period of more than three (3) months shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to the employer's active payroll.

Section 5. Following completion of six years of continuous service by July 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

Section 6. 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 for original eligibility plus a minimum of one additional year of such service for each payment.

Section 7. Payments to employees who become eligible on July 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1968.

Section 8. Longevity pay shall be based on the following schedule:

<u>CONTINUOUS SERVICE</u>	<u>ANNUAL LONG- EVITY PAY</u>
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

INSURANCE

Group Life Insurance and Accidental Death and Dismemberment

Section 1. The Employer shall provide all employees who, during their probationary period, enroll for the Group Insurance Plan Life Insurance in the amount of \$3,000 and Accidental Death and Dismemberment Insurance Coverage in an equal amount at no cost to the employee for a period of one year from the date of completion of his probationary period.

Section 2. After the first year of coverage provided at no cost to the employee, the Employer shall contribute to the monthly cost of maintaining the coverage under the Group Insurance Plan at the rate of ten cents (\$.10) per month per thousand dollars of coverage. The employee shall contribute the remaining amount of the monthly cost of such insurance coverage. The employee's contribution shall be deducted from the employee's pay.

Section 3. Group insurance coverage after the first year of coverage shall be in accordance with Schedule on page 47 of this Agreement.

Section 4. An employee who does not enroll for Group Insurance Coverage during his proba-

tionary period, shall not be eligible to receive a year's free coverage but will have to contribute to the cost of providing such coverage in accordance with the provisions of Section 2.

Section 5. An employee's coverage begins after he enrolls in the Group Plan and has successfully completed his probationary period. Such coverage continues until the employee discontinues his contributions, terminates his employment, or the Group Insurance Policy terminates. The employer will continue its contribution for insurance coverage for a period of three months for a seniority employee absent because of injury or illness.

Section 6. When an employee terminates his employment, he is covered for a grace period of thirty-one (31) days following the last date for which he paid his contribution. During this 31-day period, the employee may convert his Group Life Insurance, without medical examination, to an individual policy. The employee may select any type of individual policy then customarily being issued by the insurer, except term insurance or a policy containing disability benefits. The premiums will be the same as the employee would ordinarily pay if he applied for an individual policy at that time.

Section 7. When an employee reaches age 65 and continues working, his insurance continues at a decreasing rate of coverage as can be provided at the normal cost per \$1,000 of insurance. When an individual retires, his coverage is automatically reduced to \$1,000.00 and such coverage shall be maintained at no cost to the employee.

**GROUP LIFE INSURANCE
PRUDENTIAL LIFE INSURANCE COMPANY OF AMERICA**

COVERAGE AT EACH LEVEL

Salary Level Classification	Less than 65	Less than 66	Less than 67	Less than 68	Less than 69	Lowest Level of Coverage at Retirement
\$ 0 to \$4,499	\$3,000	\$1,500	\$1,200	\$1,000	\$1,000	\$1,000
4,500 to 5,999	4,000	2,000	1,600	1,200	1,000	1,000
6,000 to 7,499	6,000	3,000	2,400	1,800	1,200	1,000
7,500 to 8,999	8,000	4,000	3,200	2,400	1,600	1,000
9,000 to 10,499	10,000	5,000	4,000	3,000	2,000	1,000
10,500 to 12,000	12,000	6,000	4,800	3,600	2,400	1,200

Note: When an individual retires, his coverage automatically reduces to \$1,000.

HOSPITALIZATION — MEDICAL COVERAGE

The employer agrees to pay the full family coverage for Blue Cross-Blue Shield MVF-I with master medical for all regular employees. The employer will pay this premium for the month following each month that the regular employee is on the payroll for more than half of the month, and for the first three months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. Thereafter, the employee will be responsible for his or her premium for the month following any month that he is on the payroll for half a month or less. Any riders requested by the employee will be paid for in full by the employee.

RETIREMENT BENEFITS

During the term of this Agreement, the Employer shall continue to provide Retirement Benefits under the Michigan Public School Employees Retirement Fund and in accordance with the provisions and statutes creating said Retirement Fund.

FUNERAL LEAVE

Section 1. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days.

Section 2. The phrase "immediate family" for purposes of this section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, and mother-in-law.

Section 3. An employee who wishes to attend a funeral for anyone outside of his immediate family will be excused from work without loss of pay for one-half day, with the permission of his work supervisor.

Section 4. In either case, time taken beyond

the specified amount will be charged against the employee's vacation or sick leave.

TUITION REFUND PROGRAM

During the term of this Agreement, the Employer shall continue the existing Tuition Refund Program for all employees who have completed one continuous year of service.

UNIFORMS

The Employer shall furnish each employee with three work uniforms which the employee has the responsibility of laundering and repairing. Any additional uniforms required shall be furnished by the employee.

Each employee is required to wear his work uniform, properly laundered, during all working hours and may be disciplined for failure to do so.

TRIMESTER SYSTEM

It is agreed that if the University implements the trimester system during the life of this agreement, it will discuss the part that affects bargaining unit employees with the Union.

SUB-CONTRACTING

Regular employees having seniority as of the effective date of this Agreement will not be laid-off as a result of use by the Employer of an outside contractor to perform the work of the employees.

SAVING CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall immediately enter

into collective bargaining for purpose of negotiating a mutually satisfactory replacement for such provision.

DURATION AND AMENDMENT

Section 1. This Agreement shall become effective as of October 1, 1970, and shall continue in full force and effect to and including May 31, 1973 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to terminate this Agreement or change or modify any of its terms or provisions.

Section 2. If either party desires to terminate this Agreement, it shall, not less than sixty (60) days prior to the termination date of this Agreement, or not less than sixty (60) days prior to any subsequent Anniversary Date, give written notice of termination to the other party.

Section 3. If either party desires to change or modify this Agreement, it must notify the other party to this Agreement in writing setting forth the nature of the amendments desired not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent Anniversary Date hereof. Should either party to this agreement serve such notice upon the other party, the Employer and the Union shall commence consideration of the proposed changes or modifications forty-five (45) days prior to the expiration of the Agreement or as soon thereafter as the parties are able to meet. In the event that negotiations extend beyond the said expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on thirty (30) days written notice to the other but not before the effective termination date of this Agreement.

In Witness Whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this first day of October, 1970.

Floyd Kinsy

President, Local 1666

Thomas P. Mundy

Vice President, Local 1666

Joe H. King

Council 7 Representative

Lincoln C. Pugh

Treasurer, Eastern Michigan University

Sam D. Hawks

Executive Director, University Relations

Appendix A

SCHEDULE OF WAGE RATES

Effective August 1, 1970, the following rates shall be the rates in effect for each classification as noted by year.

MAINTENANCE

	Effective August 1, 1970	Effective July 1, 1971	Effective July 1, 1972
M-0	\$2.42	\$2.64	\$2.89
M-1	2.99	3.14	3.29
M-2	3.20	3.36	3.51
M-3	3.42	3.60	3.75
M-4	3.69	3.88	4.03
M-4T	4.48	5.03	5.43
M-5	4.12	4.34	4.49
M-5T	4.88	5.44	5.84
M-6	4.98	5.44	5.84
M-7	5.29	5.78	5.93

FOOD SERVICE

	Effective August 1, 1970	Effective July 1, 1971	Effective July 1, 1972
F-0	\$2.42	\$2.54	\$2.64
F-1	2.66	2.79	2.89
F-2	2.99	3.14	3.24
F-3	3.19	3.35	3.45

The hiring rate in each classification may not be more than ten cents below the rate for the classification, provided each employee shall receive the rate of the classification after completion of the probationary period.

Each employee shall receive the cost of living allowance as under the section "Cost of Living Allowance" in addition to the rate for his classification.

APPENDIX B

CLASSIFICATION EVALUATION COMMITTEE

The Union and the University agree that a committee shall be established consisting of two skilled trades employees in the bargaining unit and two representatives of the University to discuss the relationship of the M-4 Tradesmen classification to the M-5 Master Tradesmen classification to determine if there is in fact a difference in job requirements and skill, and attempt to resolve any differences. This discussion is not for the purpose of discussing any individual's ability or skills, but rather the difference in requirements to fill the jobs.

The committee shall meet no later than November 15, 1970, at a time agreeable to both parties. Discussions shall continue during the term of the collective bargaining agreement or until an unanimous agreement shall be reached. Any such unanimous agreement shall be binding on both parties. Committee meetings shall be held during regular working hours at such times and places as may be mutually agreed. If either party feels the meetings are not progressing as they should, such party may have another person attend the future meetings.

SUPPLEMENTAL AGREEMENT

This supplemental agreement between Eastern Michigan University and
Local Union #1666

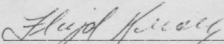
WITNESSETH

The parties agree that the agreement made the first day of October, 1970,
which is now in effect shall continue in effect to and including May 31, 1974
without change except as follows:

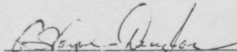
Article entitled Cost-of-Living-Allowance shall be deleted, without prejudice.

Appendix A shall be as attached hereto:

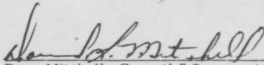
This agreement shall be effective from and after June 18, 1973, provided it
shall be ratified by the Local Union membership not later than June 18, 1973,
and by the Board of Regents of Eastern Michigan University not later than
June 20, 1973.



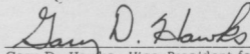
Floyd Kersey, President, Local 1666



A. Wayne Douglas, Director of Personnel



Dave Mitchell, Council 7 Representative



Gary D. Hawks, Vice-President for
University Relations

SCHEDULE OF WAGE RATES

Effective June 18, 1973, the following rates shall be in effect for each classification as noted below.

Maintenance:	M-0	\$3.25
	M-1	3.65
	M-2	3.87
	M-3	4.11
	M-4	4.39
	M-4T	5.99
	M-5	4.85
	M-5T	6.20
	M-6	6.20
	M-7	6.29
Food Service:	F-0	2.99
	F-1	3.24
	F-2	3.59
	F-3	3.80

The hiring rate in each classification may not be more than ten cents below the rate of the classification, providing each employee shall receive the rate of the classification after completion of the probationary period.