

*630-68*

agreement between  
MICHIGAN STATE UNIVERSITY  
and LOCAL UNION No. 1585  
Council No. 7, AFSCME, AFL-CIO  
JULY 1, 1967



LABOR AND INDUSTRIAL  
RELATION LIBRARY  
Michigan State University

What kind of Relationship between <sup>How do you</sup> firm?

Communicator

Performance <sup>union of employees</sup>  
<sup>employer of union</sup>  
E of E  
U of U

Grievances

Changes each would like to see  
why? why not?

Goals <sup>what do you see as U's goals</sup>  
<sup>what as E's goals</sup>

Critical Changes

What was your part in neg. agreement

Records - of Neg - of Griev

ace it. - working sep -  
or mutually

## Preface

The Board of Trustees of Michigan State University and Local 1585 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

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

# Contents

Agreement .....	5
Purpose and Intent .....	5
Recognition .....	6
Rights of the Employer .....	6
Aid to Other Unions .....	6
Union Security .....	6
Union Dues and Initiation Fees .....	7
Representation .....	11
Stewards and Alternate Stewards .....	11
Special Conferences .....	13
Grievance Procedure .....	13
Presenting a Grievance .....	14
Membership of the Appeal Board .....	16
Time of Appeals .....	17
Withdrawal of Cases .....	17
Computation of Back Wages .....	18
Discharge or Discipline .....	18
Seniority Defined .....	19
Seniority .....	19
Seniority Lists .....	20
Loss of Seniority .....	20
Shift Preference .....	21
Seniority of Stewards .....	22
Seniority of Officers .....	22
Supplemental Agreements .....	22
Temporary Layoffs .....	22
Layoffs .....	23
Recall Procedure .....	23
Work Opportunity for Laid-Off Employees .....	24
Transfers .....	24
Promotions .....	25
Absences .....	27
Personal Leave .....	27
Leave of Absence for Illness or Disability .....	28

Educational Leave of Absence for Veterans .....	28
Military Leave .....	29
✓ Leave for Union Business .....	29
✓ Union Educational Leave .....	30
Maternity Leave .....	30
✓ Medical Dispute .....	31
✓ Union Bulletin Board .....	31
✓ Limit on Use of Bulletin Boards .....	32
Working Hours .....	32
Holiday Provisions .....	34
Vacations .....	35
Student Labor .....	36
Merit Increases .....	36
Red Circle Rates .....	37
Supervision Working .....	37
Assignment of Dormitories & Food Services, & Physical Plant Employees .....	38
Assignment of College of Agriculture Employees .....	38
Time and One-Half in Laundry .....	40
Time and One-Half in Seven-Day Operations & Other Specific Areas of Work .....	40
Time and One-Half in College of Veterinary Medicine .....	41
✓ Union Security Addendum .....	41
Contract Documents .....	43
Ratification .....	43
Termination and Modification .....	43
Effective Date .....	44
Appendices	
I Bargaining Units .....	45
✓ A. Sick Leave and Funeral Leave .....	46
B. Longevity Pay .....	50
C. Hospitalization-Medical Coverage .....	52
D. Equalization of Overtime Hours .....	52
✓ E. Safety Committee .....	53
F. Jury Duty .....	54
G. Retirement Benefits .....	54
✓ H. Rate Increase Plan .....	56

~~\_\_\_\_\_~~ deducted from 68 agreement  
(they are not in the 1968).

## Agreement

This Agreement entered into this First day of July, 1967, between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Local Union No. 1585, Council No. 7, International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

### PURPOSE AND INTENT

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

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

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

Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective 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.

## **RECOGNITION**

### **Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the public acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described in Appendix I.

## **RIGHTS OF THE EMPLOYER**

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the University.

## **AID TO OTHER UNIONS**

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

## **UNION SECURITY\***

### **Requirements of Union Membership**

To the extent that the laws of the State of Michigan permit it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members

\*Subject to Union Security Addendum section on page 41 of this Agreement

of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

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

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

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

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

## UNION DUES AND INITIATION FEES

### (a) Payment by Check-Off or Direct to Union.

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by



signing the "Authorization for Check-Off of Dues" form, or may pay the same directly to the Union.

**Check-Off Form:** During the life of this Agreement and in accordance with the terms of the form of "Authorization of Check-Off of Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

#### **Form (Check-Off)**

Notice to All Employees of the Bargaining Unit: *The Agreement between the Employer and the Union and this Local Union requires all employees of the bargaining unit to become members of the Union to the extent of tendering an initiation fee and monthly membership dues, as set forth in the Agreement.*

*Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement must become members within ten (10) days after the thirtieth (30th) day following the beginning of employment in the bargaining unit. All employees are required to remain a member of the Union for the duration of the Agreement.*

*Employees may have their initiation fee and monthly membership dues deducted from their earnings by signing this "Authorization for Check-Off of Dues" 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 for Check-Off of Dues", together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

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

A properly executed copy of such "Authorization for Check-Off of Dues" form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under "Authorization for Check-Off of Dues" forms which have been properly executed and are in effect. Any "Authorization for Check-Off of Dues" form which is incomplete or in error will be returned to the Council # 7 Secretary-Treasurer by the Employer.

(d) When Deductions Begin

Check-off deductions under all properly executed "Authorization for Check-Off of Dues" forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

(e) Delivery of Additional Check-Off Forms

The Union will provide to the Employer any additional "Authorization for Check-Off" forms under which the Union membership dues are to be deducted.

(f) 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 con-

formity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Council # 7.

(g) *Remittance of Dues to Secretary-Treasurer*

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council # 7 as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer of Council # 7, monthly, with a list of those for whom the Union has submitted signed "Authorization for Check-Off of Dues" forms, but for whom no deductions have been made.

(h) *Termination of Check-Off*

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Council # 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.

(i) *Disputes Concerning Check-Off*

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

(j) *Limit of Employer's Liability*

The Employer shall not be liable to the Union by reason of the requirements of this Agreement

for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

(k) *List of Members Paying Dues Directly*

The ~~Local~~ Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the Council # 7. Thereafter the Union will furnish the Employer a monthly list of any changes.

(l) *Disputes Concerning Membership*

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

## **REPRESENTATION**

### **Number of Representation Districts**

The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by agreement.

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.

## **STEWARDS AND ALTERNATE STEWARDS**

(a) In each district, employees in the district shall be represented by one ~~District~~ Steward who shall be a regular employee and working in the district. During scheduled overtime periods for

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

(b) The District Stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District 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 District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

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

(d) The Union will furnish the administrative

head of the unit 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 administrative heads of the units keep the Union advised as to its representatives.

## **SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special 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 such Special Conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

## **GRIEVANCE PROCEDURE**

### **Time of Answers**

The Employer will answer in writing any grievance presented to it in writing by the Union unless the time is extended by mutual agreement:

- (a) By the administrative head of a unit or division within five (5) working days from the date of the meeting at which the grievance was discussed.
- (b) By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.

(c) The grievance must be presented in writing by the Chief Steward to the administrative head of a unit or division within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

## PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

I. (a) If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he must discuss it with his immediate Supervisor, or with his District Steward who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the District Supervisor.

(b) If the matter is thereby not resolved, the District Steward may discuss the grievance with the District Supervisor on his shift. In the absence of a District Supervisor on his shift, the District Steward may refer the grievance to the appropriate day shift District Steward who may discuss the matter with the District Supervisor.

(c) If the grievance is not resolved the District Steward may refer the grievance to the Chief Steward who may reduce the grievance to writing and present it to the administrative head of the unit or division. A meeting will be arranged between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the grievance. The administrative head or his designated representative will then answer the grievance in writing.

II. (a) If the administrative head's answer is not satisfactory, the grievance may be referred to the Local President who may submit his appeal on an agenda to the Employer's designated representative. A meeting between no more than three representa-

tives of the Local Union and the representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer, or his designated representative.

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

(c) The Local President or his representative shall be allowed time off his job without loss of 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 normally 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.

III. (a) Board of Appeal. If the representatives of the Employer and the Union representatives 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 and/or the International Union will review the matter, and if



they wish to carry the matter further, they will within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

(b) If the Council and/or the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the 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 Employer's designated representative 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 to be made within two weeks of the submission to the Appeal Board.

#### MEMBERSHIP OF THE APPEAL BOARD

(a) The Appeal Board shall consist of two representatives of the Employer and two representatives of the Council and/or International Union, and, when necessary, an Arbitrator.

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

(c) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer 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.

## **TIME OF APPEALS**

(a) Any grievance not appealed from an answer at the first step of the grievance procedure to the second 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.

(b) A grievance may be withdrawn without prejudice, 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.

## **WITHDRAWAL OF CASES**

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

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

## COMPUTATION OF BACK WAGES

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

## DISCHARGE OR DISCIPLINE

### (a) *Notice of Discharge or Discipline*

The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward in the district of the discharge or discipline.

(b) A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the administrative head of the unit, or his designated representative, will arrange for a hearing to be held with the discharged or disciplined employee and his Steward.

### (c) *Appeal of Discharge or Discipline*

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

### (d) *Use of Past Record*

In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than three (3) years previously.

## **SENIORITY DEFINED**

Seniority shall be on a unit-wide basis in accordance with the employees' last date of hire unless negotiated locally by occupational groups.

## **SENIORITY**

### **Probationary Employees**

(a) New employees hired in a unit shall be considered as probationary employees for the first six (6) months of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit or occupational group whichever is in effect and shall rank for seniority from the six (6) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

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

### **Temporary Employees**

(a) There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any unit covered by this Agreement within this nine (9) months period, he will be entered on the seniority list as of the latest date of hire.

(b) With the exception of the section (a) above, the Union shall represent temporary employees for

the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

## **SENIORITY LISTS**

(a) Seniority shall not be affected by the race, color, creed, sex, marital status, or dependents of the employee as long as he is able to perform the available work.

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

(c) The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every six (6) months.

(d) Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the University shall give to the Council the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the University. The Council shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union duties require them to have such information.

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

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

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

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

## **SHIFT PREFERENCE**

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

## **SENIORITY OF STEWARDS**

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

## **SENIORITY OF OFFICERS**

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

## **SUPPLEMENTAL AGREEMENTS**

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

## **TEMPORARY LAYOFFS**

Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days the Union can request the Management to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter. During such adjustment the Employer will endeavor to

give consideration in retaining the senior employees wherever time and circumstances permit.

## **LAYOFFS**

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

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

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

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

## **RECALL PROCEDURE**

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

(b) Seniority of an employee who is reemployed from a seniority list in the same unit or division



that he was laid off from shall be restored to its status as of the date he left the service of the Employer.

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

(d) Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

## **WORK OPPORTUNITY FOR LAID OFF EMPLOYEES**

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

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

(c) He shall retain seniority in his former unit until his accrued seniority in his new unit equals the seniority he had in his former unit, at which time all of his seniority in his former unit shall be cancelled.

## **TRANSFERS**

(a) Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit he will 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 an employee is transferred to a position under the Employer not included in a unit and is thereafter transferred again to a position within the same 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 a unit prior to certification of the Union.

(c) Employees transferring under the above circumstances [*TRANSFERS* (a) and (b)] shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

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

(e) The Employer agrees that in any movement of work not covered above 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.

## **PROMOTIONS**

(a) The Employer will make promotions within each unit available on a seniority basis to its employees who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

(b) Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the unit.

(c) Such notice shall remain posted for seven (7) calendar days before the job is filled and the Employer will, whenever possible, fill such job from present employees, giving first consideration to qualifications for the job and seniority. Temporary transfers may be used, if necessary, during the posting period.

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

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

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

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

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

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

(i) An employee who bids on an open job that is posted under this section designated as Promotions, and is subsequently selected and placed on such open job, shall remain assigned to it for three (3) months following the four (4) week trial period before becoming eligible to bid on another posted open job within the same unit in an occupational group other than the one in which the employee is currently working.

(j) If an employee is temporarily (i.e., on a day-to-day basis and for less than five (5) days) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of ten cents per hour, or the starting rate, whichever is greater, but in no event shall he be paid more than the maximum rate of the job to which he is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours.

## **ABSENCES**

An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements were made, an employee who, for any reason, fails to report for work is expected to make a sincere effort to immediately notify his Supervisor of his reason for being absent. Should the absence continue, the employee is expected to communicate to his Supervisor at least every three (3) working days the reason for its continuation within practical limits.

## **PERSONAL LEAVE**

Leaves of absences 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 such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absences for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of

the employee's work lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.

### **LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY**

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

(b) The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Staff Benefits Division of the University Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

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

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

## **MILITARY LEAVE**

### **Extended Service**

Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and nonrecurrent period.

## **MILITARY LEAVE**

### **Short Tours of Duty**

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, 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.

## **LEAVE FOR UNION BUSINESS**

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

Upon their return they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be

necessary for the employee to take a physical examination at the Health Center before returning to work.

## **UNION EDUCATIONAL LEAVE**

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed five (5) employees and the number of working days will not exceed four (4) for each employee in any one (1) calendar year.

## **MATERNITY LEAVE**

Employees will not be kept on the active payroll beyond the end of the fifth (5th) month of pregnancy. Any employee who has at least a minimum of two (2) years seniority may request a maternity leave 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.

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

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

in the unit she worked at the time her leave of absence was granted. The employee must take another physical examination at the Health Center before returning to work. The employee will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

The employee must check with the Staff Benefits Division of the University Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period.

### **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 layoff or leave of absence of any kind and the employee is not satisfied with the determination of the Director of the University Health Center 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 Union, the Director of the Health Center and the employee's doctor shall agree upon a third medical 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.

### **UNION BULLETIN BOARD**

The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events
2. Notices of Union elections
3. Notices of results of Union elections
4. Notices of Union meetings.



## LIMIT ON USE OF BULLETIN BOARDS

The Union shall have the exclusive right to the use of the 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.

## WORKING HOURS

### (a) *Shift Differential*

Employees who work on the second or third shift shall receive, in addition to their regular pay, eight (8) cents per hour and fifteen (15) 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.

### (b) *Shift Hours*

The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

### (c) *Rest Periods*

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

(d) *Wash-Up Time*

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

(e) *Call-in Pay*

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

(f) *Time-and-One-Half\**

The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are now contained in this Agreement.

(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.

(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.

(3) 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.

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

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

---

\*Subject to supplemental agreement as additional units are recognized.

## HOLIDAY PROVISIONS

The paid holidays are designated as: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and a half-day preceding Christmas Day and New Year's Day when either such day falls on Tuesday, Wednesday, Thursday or Friday. In addition, part time off with pay shall be allowed to those employees who wish to attend services on Good Friday from 1:00 to 3:00 p.m., provided they can be released from their work during this period and have the approval of their Supervisor.

Whenever one of these holidays falls on a Saturday and the employee does not work on this day, or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, 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.

If an employee is absent on the working day immediately preceding or immediately following the holiday, he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

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

Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

## VACATIONS

Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

<i>Length of Service</i>	<i>Vacation Allowances Per Year</i>
6 months to 1 year	5 working days
1 year to 5 years	11 working days
5 years to 15 years	15 working days
15 or more years	21 working days

An employee's vacation pay will be based on his regular, normal work week.

If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his Supervisor.

An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

A regular full-time employee in the Dormitories and Food Services who works only during the school year (normally from September through June) is allowed eleven (11) days vacation for each school year worked. After sixty (60) months of service on a regular full-time basis, an employee is entitled to fifteen (15) days vacation each year, and after one hundred eighty (180) months is entitled to twenty-one (21) days vacation each year. Years of service must be consecutive and an employee will be given credit only for time actually worked in meeting the requirements of the progressive vacation plan.

An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department. It is never permissible to postpone a vacation from

one year to another; however, an employee may forego his first week's vacation at the end of his probationary period so that he may have two weeks' vacation at the end of one year's service. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his schedule if it is approved by his Supervisor. An employee should consult with his Supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled.

If an employee stops working for the University after his probationary period, he will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice of vacation time.

## **STUDENT LABOR**

It is the policy of the University to provide jobs for students to the end that impecunious youngsters may secure an education. Nevertheless, such student labor will not be shifted from one project to another to preclude regular full-time employees from performing work for which they may be compensated at time and one-half.

## **MERIT INCREASES**

The University will consider merit increases within a fiscal year to employees covered by the Agree-

ment provided funds are available, and provided the employee merits an increase. When answering any grievances filed protesting the Employer's failure to grant an employee a merit increase, the answer will set forth in clear and accurate detail the facts taken into consideration in denying the merit increase. Grievances concerning merit increases will not be appealed to the Appeal Board step of the grievance procedure.

### **RED CIRCLE RATES**

(a) All regular full time employees currently receiving "Red Circle Rates", i.e., rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement.

(b) The above provision (a) will not be applicable to other employees in the same classifications, to new employees in the same classifications, or to employees who may replace employees currently receiving "Red Circle Rates."

### **SUPERVISION WORKING**

(a) It is the policy of the University that foremen and supervisory employees shall not perform work in any job classification of a bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.

(b) Additionally, it understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and

no dispute over the policy stated above shall be occasioned by such demonstration.

### **ASSIGNMENT OF DORMITORIES AND FOOD SERVICES, AND PHYSICAL PLANT EMPLOYEES**

(a) Employees in the Dormitories and Food Services may be assigned to other tasks between terms and during summer months without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

(b) Employees in the Physical Plant may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

(c) It is understood that the above provisions (a) and (b) regarding Dormitories and Food Services employees, and Physical Plant employees, do not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

### **ASSIGNMENT OF COLLEGE OF AGRICULTURE EMPLOYEES**

Time and one-half the regular straight time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period or two (2) calendar weeks in the College of Agriculture.

(a) Employees in the College of Agriculture may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

cation. It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

(b) The University will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the University's current policy with respect to the employment and assignment of students in the College of Agriculture will be continued.

(c) The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture will be continued and foremen and supervisory employees in the College of Agriculture may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

(d) Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

(e) The University's current policy with respect to the employment and assignment of personnel to



the cooperative training program in the Creamery in the College of Agriculture will be continued.

### **TIME AND ONE-HALF IN LAUNDRY**

Section I of the Time and One-Half provisions of the present Agreement does not apply to the Laundry.

### **TIME AND ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK**

The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

(a) Time and one-half the regular straight time rate will be paid to those employees who are employed primarily in connection with the offering of food or beverages for human consumption, either on the premises, or by such services as catering, banquet, box lunch, or curb or counter service, to the public, and to employees, and who are assigned to seven-day operations and work over eight (8) hours in any work day or over eighty (80) hours in any pay period or two (2) calendar weeks. This provision applies to the following work groups within the Dormitories and Food Services: Residence Halls, Kellogg Center, Union Building, Ice Arena Grill, Crossroads Cafeteria, and Alumni Chapel. It is further agreed that other Dormitories and Food Services' employees who work over eight (8) hours in any work day or over forty (40) hours in any work week will be paid time and one-half their regular straight time rate.

(b) Time and one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the following classifications and

work groups within the Physical Plant: Automotive Services, Janitor-Operator, Janitor-Serviceman, Personnel of Utility System, and Swing Shift Maintenance Shop Trouble Trucks.

(c) Time and one-half the regular straight time rate will be paid to all employees classified in the bargaining unit in the Department of Intercollegiate Athletics who work over forty (40) hours in a work week.

(d) Time and one-half the regular straight time rate will be paid to employees classified in the bargaining unit of Olin Health Center for the hours worked over eight (8) in any work day, and in excess of eighty (80) hours in any pay period or two (2) calendar weeks.

## **TIME AND ONE-HALF IN COLLEGE OF VETERINARY MEDICINE**

Time and one-half the regular straight time rate will be paid to employees assigned to the animal care operations in the College of Veterinary Medicine who work over eight (8) hours in any work day or over forty (40) hours in any work week.

## **UNION SECURITY ADDENDUM**

With respect to the section concerning Union Security of the present Agreement between the parties as indicated in sub-sections (b) and (c) on page 6, it is agreed that certain employees who may have strong personal convictions which would preclude them from becoming a member of any labor organization, will not be caused to become a member of Local Union 1585, AFSCME, as a condition of employment. It is further agreed that the University or any of its Staff will not in any way try to influence a present or future employee in a decision on this matter.

Any employee of any bargaining unit represented by Local 1585, AFSCME, who does not meet the

requirements of the section concerning Union Security of the Agreement must fill out a form provided by the University which sets forth the employee's personal convictions. A copy of this form to be sent to the Secretary-Treasurer of Council # 7, AFSCME. 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.

# Contract Documents

The provisions herein contained and the appendices hereunto attached constitute the entire Agreement between the parties.

## RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them on or before August 6, 1967, and the International Union and its Local Union will recommend to the employees that it be ratified.

## TERMINATION AND MODIFICATION

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

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a 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 the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on

ten (10) day's written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

### EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1967

IN WITNESS WHEREOF THE  
PARTIES HAVE SET THEIR HANDS:

Date signed August 7, 1967

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

EMPLOYER

\_\_\_\_\_  
International Union

*Jack Eiler*  
\_\_\_\_\_  
Council Representative

*William D. Scott*  
\_\_\_\_\_  
Committee

*Jack Burton*  
\_\_\_\_\_

*L. H. Glander*  
\_\_\_\_\_

# Appendix I

(a) The bargaining units referred to in the Recognition section, Employees Covered provision, of this Agreement includes all of the employees in the following units, excluding executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

*Division of Campus Planning and Maintenance*

*Division of Physical Plant*

*Division of General University Services*

*Division of Dormitory and Food Services*

*College of Veterinary Medicine*

*College of Agriculture*

*Olin Health Center*

*Department of Intercollegiate Athletics*

(b) The bargaining units referred to in the Recognition section, Employees Covered provision, of this Agreement includes only the employees in the following units within the classification specified under each unit.

*Department of Public Safety*

Safety Equipment Serviceman

*College of Engineering*

Electronics Technician II

Multilith-Multigraph Operator II

Supervisor Shop Services

Mechanical Technician

# Appendix A

## SICK LEAVE AND FUNERAL LEAVE

(a) Every continuing full-time employee shall accumulate and be credited with thirteen (13) work-days of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred twenty (120) working days.

(b) Sick leave shall be available for use by employees for the following purpose:

(1) Acute personal illness or incapacity over which the employee has no reasonable control.

(2) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

(3) Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

(c) All employees shall accumulate sick leave from the date they are hired.

(d) A seniority employee who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7) days not covered by the Workmen's Compensation Act, provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following

the first seven (7) days, such seniority employee shall be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

(e) Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

(f) Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

(g) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the University, have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

(h) An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

(i) An employee who transfers from one unit to another shall transfer with him any unused sick leave.

(j) Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

(k) Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician



concerning his disability. He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so that he can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor at least every three (3) days.

(l) All payments for sick leave shall be made at the employee's current rate of pay.

(m) An employee under the retirement plan who separates from the Employer for retirement purposes in accordance with the provisions of the University retirement plan shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

(n) An employee not under the retirement plan who has at least five (5) years, but less than ten (10) years, of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee not under the retirement plan who has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

(o) In case of the death of a regular full-time employee on active duty status, his unused sick leave and death benefit combined shall be paid to his dependent by continuing installments in accordance with the formula shown below:

<i>Term of Employment</i>	<i>Maximum Sickness and Death Benefit</i>
5 but less than 6 years	7 months wages
6 but less than 7 years	8 months wages
7 but less than 8 years	9 months wages
8 but less than 9 years	10 months wages
9 but less than 10 years	11 months wages
10 years or more	12 months wages

## FUNERAL LEAVE

(a) 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.

(b) *Definition of Immediate Family:* The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother and half sister.

One day, the day of the funeral, is allowed in the case of death of an uncle, aunt, nephew or niece.

(c) Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

# **Appendix B**

## **LONGEVITY PAY**

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

### **Section A**

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

### **Section B**

Following completion of six (6) years of continuous full-time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

### **Section C**

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

### **Section D**

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

## Section E

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

## Section F

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

## Section G

### Longevity Pay Schedule

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

## Appendix C

### HOSPITALIZATION-MEDICAL COVERAGE

The Employer agrees to pay the full amount of the single subscriber rate toward the total monthly premium cost of hospitalization-medical coverage for each regular full-time employee with seniority, regardless of the plan (The American Plan or Blue Cross-Blue Shield) in which the employee is enrolled, and regardless of the option the employee has exercised within that plan. The employee can select any plan that he is eligible for that is now being offered to the employees by the American Community Mutual Insurance Company or Michigan Blue Cross and Blue Shield. Regular full-time probationary employees may enroll for this insurance within sixty (60) days of their employment date. Probationary employees will pay the full amount of the premium for the hospitalization-medical coverage they have selected during their six months' probationary period until they have acquired seniority then the Employer will contribute toward the monthly premium cost of their coverage in the same manner as provided above.

## Appendix D

### EQUALIZATION OF OVERTIME HOURS

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.

Whenever 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 classification 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.

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. (2 hour minimum).

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

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 on the day he was reclassified.

## **Appendix E**

### **SAFETY COMMITTEE**

A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels

that an investigation should be made concerning a particular safety practice or rule, then one Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

## **Appendix F**

### **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.

## **Appendix G**

### **RETIREMENT BENEFITS**

The Board of Trustees of Michigan State University in 1937 established a non-contributory retirement plan. This plan has been modified and improved on a number of occasions. It provides basic retirement security for employees covered by this Agreement. The principal features are:

(a) All regular full-time employees who are hired prior to 53 years of age and satisfactorily complete their six months probationary period are eligible to participate in the University's non-contributory retirement plan. An employee's retirement benefits will be computed from the six months prior to the date he completes his probationary period. Under

this retirement plan an employee must have at least fifteen (15) years of continuous service to be eligible for benefits at 65 years of age or over.

(b) An employee's retirement is optional on the first day of July following attainment of age 65 and is mandatory on the first day of July following attainment of age 68.

(c) A qualifying employee with at least fifteen (15) years of continuous service may request retirement on the first day of July following attainment of age 62, and retirement benefits will be paid to him beginning on the first day of July following attainment of age 65. In this case an employee will receive credit for all of the years of his continuous employment in computing retirement benefits.

(d) An employee with 25 years of service under this retirement plan may retire under one of the following options:

(1) He may elect a pension starting on July 1 following completion of 25 years' service based on his years of service but with a penalty of one year for each year he lacks of attaining age 65, or

(2) If he is 62 years of age he may retire with a pension that starts on July 1 following attainment of age 65 without penalty.

(e) An employee who retires prior to 65 years of age must make advance arrangements with the payroll division of the University Business Office for the payment of group life insurance and hospitalization insurance premiums, if any. After the first day of July following attainment of age 65 the University will assume the responsibility for premium payments for group life insurance for those participating, and no further contribution by the employee is required. After that date premiums for hospitalization insurance, if any, will be deducted from the employee's pension check.



(f) Any employee excluded from this retirement plan because of age at the time of employment must sign a waiver. However, such employee will be entitled to all other benefits and privileges accorded the rest of the employees except group life insurance.

(g) Complete details concerning the provisions of the University's non-contributory retirement plan are outlined in a brochure entitled "Retirement, Disability and Life Insurance Plan" which may be obtained from the Personnel Center or the University Business Office.

## Appendix H

### **Rate Increase Plan For Those Employees Included In The Bargaining Units Referred To In Appendix I, Effective July 1, 1967.**

The employees in the following grades will receive increases as indicated below and the minimum and maximum rates of the grades will be increased the same amount. Employees in the skilled trades classifications in the Physical Plant in Grade XX will receive an extra six (6) cents per hour above the amount of the general increase and will be advanced to Grade XXI.

<i>Grade</i>	<i>Current Rate Range</i>	<i>Amount of Increase</i>	<i>New Rate Range</i>
I	\$1.63 - 1.78	\$.10 per hour	\$1.73 - 1.88
II	1.72 - 1.86	.10 per hour	1.82 - 1.96
III	1.74 - 1.94	.11 per hour	1.85 - 2.05
IV	1.76 - 2.06	.11 per hour	1.87 - 2.17
V	1.81 - 2.14	.11 per hour	1.92 - 2.25
VI	1.92 - 2.22	.12 per hour	2.04 - 2.34
VII	1.94 - 2.24	.12 per hour	2.06 - 2.36
VIII	1.98 - 2.35	.13 per hour	2.11 - 2.48
IX	2.00 - 2.38	.13 per hour	2.13 - 2.51
X	2.09 - 2.50	.13 per hour	2.22 - 2.63
XI	2.14 - 2.61	.14 per hour	2.28 - 2.75
XII	2.21 - 2.72	.14 per hour	2.35 - 2.86
XIII	2.26 - 2.77	.14 per hour	2.40 - 2.91
XIV	2.31 - 2.83	.15 per hour	2.46 - 2.98
XV	2.43 - 2.97	.16 per hour	2.59 - 3.13
XVI	2.53 - 3.08	.16 per hour	2.69 - 3.24
XVII	2.59 - 3.17	.17 per hour	2.76 - 3.34
XVIII	2.66 - 3.28	.18 per hour	2.84 - 3.46
XIX	2.90 - 3.43	.19 per hour	3.09 - 3.62
XX	3.07 - 3.58	.20 per hour	3.27 - 3.78
XXI	3.08 - 3.64	.20 per hour	3.28 - 3.84
XXII	3.19 - 3.76	.21 per hour	3.40 - 3.97
XXIII	3.24 - 3.83	.21 per hour	3.45 - 4.04
XXIV	3.30 - 3.90	.21 per hour	3.51 - 4.11
XXV	3.40 - 3.94	.22 per hour	3.62 - 4.16

~~JAN 30 1930~~

~~JAN 27 1969~~ *Trumbo*  
*Wagner*