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agreement between
MICHIGAN STATE UNIVERSITY
and LOCAL UNION No. 1585
affiliated with Council No. 7, AFSCME,
AFL-CIO July 1, 1972



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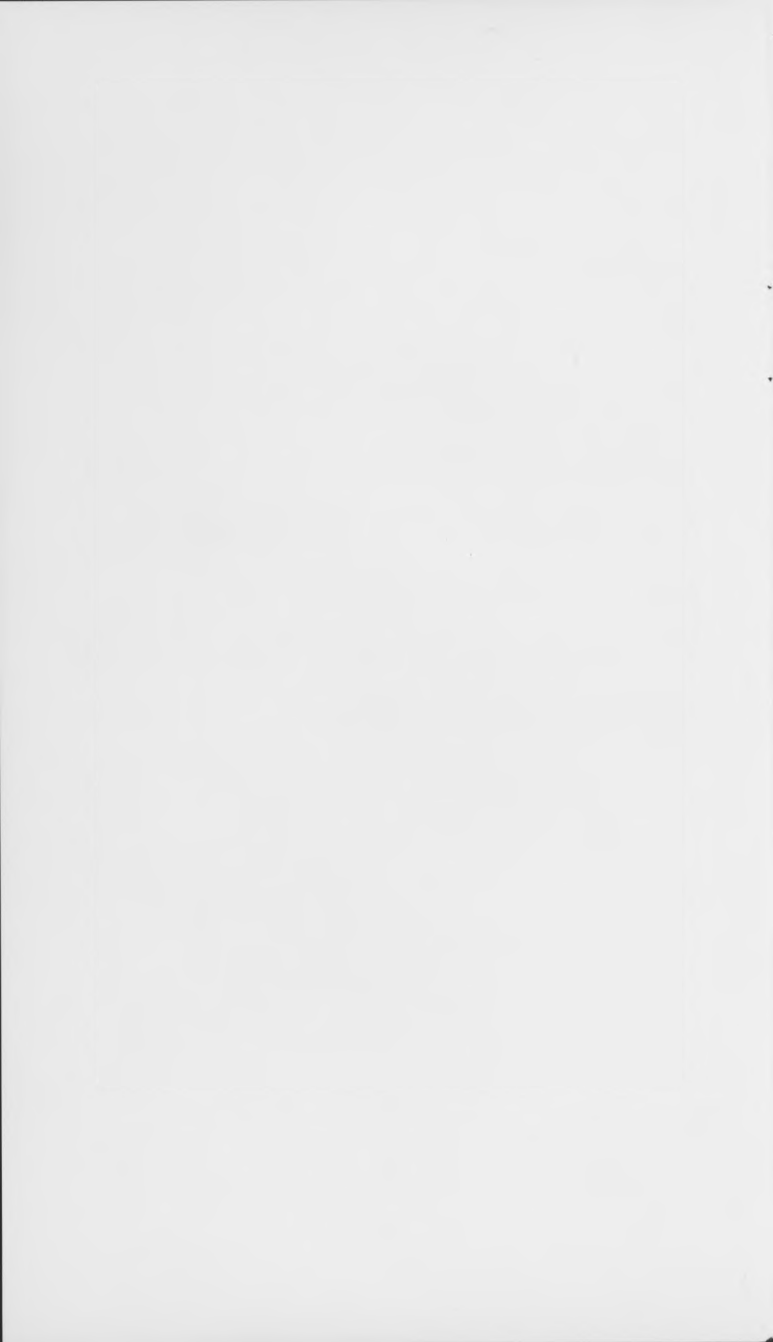
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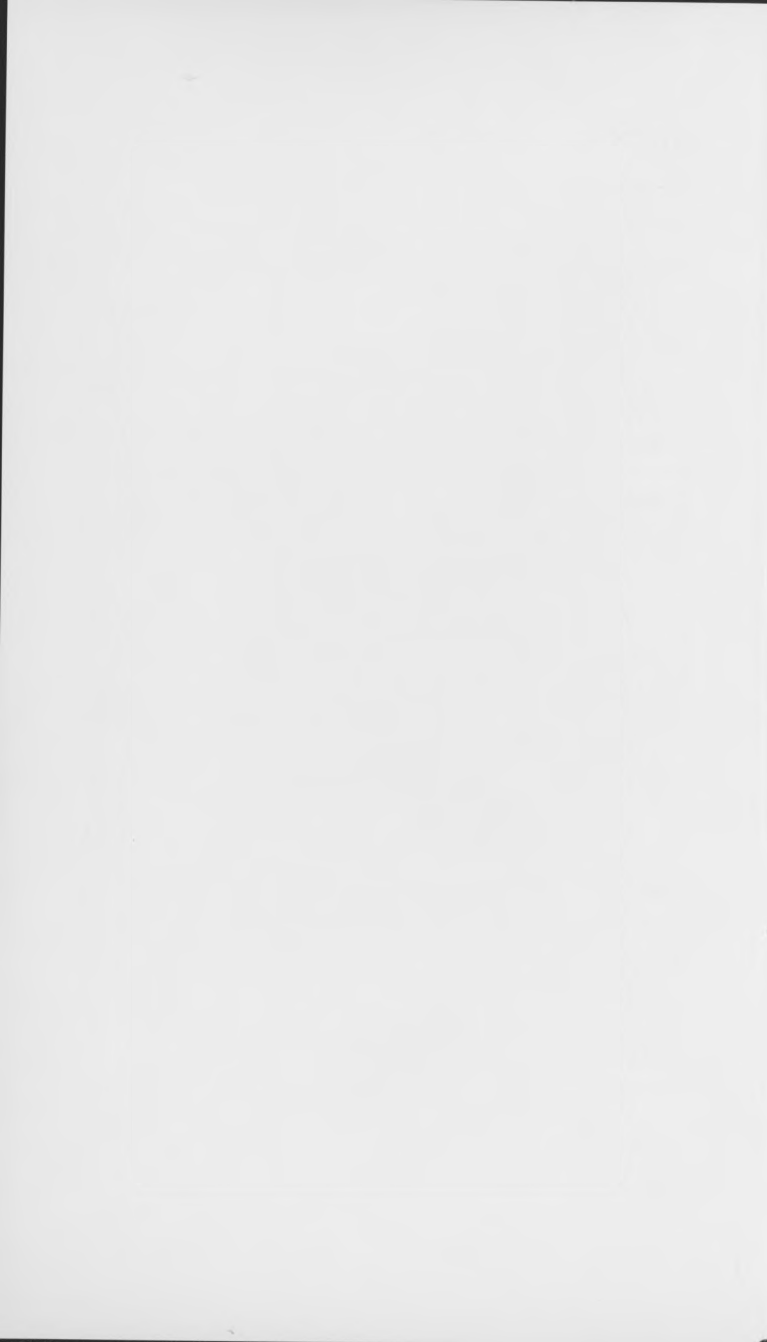


PREFACE

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 moral and legal 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, age or national origin.

Whenever the word "Agreement" is used in this document it shall be considered synonymous with the word "Contract."



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AGREEMENT

This Agreement entered into this first day of July, 1972, between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Local Union No. 1585, affiliated with Council No. 7, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

1.0 PURPOSE AND INTENT

Section 1.1 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.

Section 1.2 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

2.0 RECOGNITION

Section 2.1 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 the Bargaining Units Clause of this Agreement.

3.0 RIGHTS OF THE EMPLOYER

Section 3.1 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, and layoff, for the orderly and efficient operation of the University.

4.0 AID TO OTHER UNIONS

Section 4.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

5.0 UNION SECURITY

Section 5.1 Requirements of Union Membership

To the extent allowed by the laws of the State of Michigan, it is agreed that:

5.1 (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required

as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

5.1 (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 first (1st) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

5.1 (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 first (1st) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

5.1 (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the bargaining units that are represented by the Union, shall be deemed to meet the conditions of this section.

5.1 (e) Employees of the bargaining units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

5.1 (f) The Employer shall be notified in writing, by the Union, of any employees in the bargaining units that are represented by the Union who are sixty (60) days in arrears in payment of membership dues, or the sum equivalent.

5.1 (g) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

6.0 UNION DUES, INITIATION FEES AND SERVICE CHARGES

Section 6.1 Payment by Check-Off or Direct to Union

The Employer will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues, or service charges, by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for check-off of union dues or service charges and make such payments directly to the Union; but if they are members of the Union, they must remain members for the duration of the Agreement.

Section 6.2 Employer Responsibility for Deductions

The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

Section 6.3 Delivery of Executed Authorization for Check-Off

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and monthly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to Local 1585 by the Employer.

Section 6.4 When Deductions Begin

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

Section 6.5 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 Local 1585.

Section 6.6 Remittance of Deductions 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 forms authorizing check-off, but for whom no deductions have been made.

Section 6.7 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 a 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.

Section 6.8 Disputes Concerning Check-Off

Any disputes 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, 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 and its 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.

Section 6.9 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.

Section 6.10 List of Members Paying Dues or Service Charges Directly

The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Council No. 7. Thereafter the Union will furnish the Employer a monthly list of any changes.

Section 6.11 Disputes Concerning Membership

Any dispute arising as to an employee's member-

ship 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.

Section 6.12 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

7.0 REPRESENTATION

Section 7.1 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.

Section 7.2 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

8.0 STEWARDS AND ALTERNATE STEWARDS

Section 8.1 In each district, employees in the district shall be represented by one District Steward, or during his absence an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. During scheduled overtime periods for more than

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

Section 8.2 The District Stewards, during their working hours, without loss of time or pay, shall, 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 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. Between 6:00 p.m. and 7:00 a.m. two (2) District Stewards or two (2) Alternate Stewards and two (2) executive board members may be excused with pay to attend one (1) regularly scheduled steward or executive board meeting not to exceed two (2) hours per month. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section 8.3 A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards. 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.

Section 8.4 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.

9.0 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 Council No. 7.

10.0 GRIEVANCE PROCEDURE

Section 10.1 General Conditions

The following time limits shall apply to Step I

through Step IV of the grievance procedure unless extended by mutual agreement.

10.1 (a) The grievance must be presented in writing by the District Steward to the District Supervisor of a unit or division within fifteen (15) working days after its alleged occurrence in order to be proper matter for the grievance procedure.

10.1 (b) Time of Meetings: A meeting to discuss the grievance will be scheduled between the Union and the District Supervisor, the Administrative Head of a unit, division or college or the Employer's representative within five (5) working days of receipt of the written grievance or appeal.

10.1 (c) Time of Answers: A written answer will be given to the Union by the District Supervisor, the Administrative Head or the Employer's representative within five (5) working days from the date of the meeting at which the grievance was discussed.

10.1 (d) Time of Appeal: Any grievance not appealed from an answer at any step of the grievance procedure to the next 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.

10.1 (e) Non-Conformance: If the Employer fails to schedule a meeting or to reply in writing within the prescribed time limits or if the written answer is unacceptable to the Union, the grievance may be appealed to the next higher step of the grievance procedure within five (5) working days after the expiration of the applicable time limit.

11.0 PRESENTING A GRIEVANCE

Section 11.1 Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Section 11.2 Step 1

11.2 (a) If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he may 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. The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer or the Union request that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion he will be required to do so.

11.2 (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.

Section 11.3 Step II

11.3 (a) If the grievance is not resolved the District Steward may reduce the grievance to writing and present it to the District Supervisor on his shift. The grievance shall be dated and signed by the aggrieved employee and his District Steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the District Steward and the District Supervisor to discuss the

grievance. The District Supervisor will then answer the grievance in writing.

Section 11.4 Step III

11.4 (a) If the grievance is not resolved the District Steward may refer the grievance to the Chief Steward who may present it to the Administrative Head of the unit or division indicating the reasons why the written answer of the District Supervisor was unsatisfactory. The grievance shall not be considered submitted until the Administrative Head, or his designated representative, receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. 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.

Section 11.5 Step IV

11.5 (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 indicating the reasons why the written answer of the Administrative Head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Employer, or his designated representative.

11.5 (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 represent-

atives of the Employer for which a written request has been made.

11.5 (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.

Section 11.6 Step V

11.6 (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 President of the local Union. The President of the local Union will review the matter, and if he wishes to carry the matter further, he will, within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

11.6 (b) If the President of the local 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 Appeal Board shall be convened for the purpose of reviewing and reaching a final settlement of the grievance, and shall render its disposition on the matter within two (2) weeks following the initial meeting of the Appeal Board.

11.6 (c) The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

11.6 (d) The Appeal Board shall be convened within five (5) working days of the date the appeal is received by the Employer's designated representative. The Appeal Board shall render its disposition on the matter within two (2) weeks of the date of its initial meeting.

Section 11.7 Step VI

11.7 (a) In the event the members of the Appeal Board are unable to agree upon a final settlement of the grievance, settlement may be determined by decision of the Arbitrator selected by the parties. 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.

11.7 (b) 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 dis-

cretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

11.7 (c) Finality of Decisions: 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 any Court or Labor Board from a decision of the Arbitrator.

12.0 WITHDRAWAL OF CASES

Section 12.1 After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

Section 12.2 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.

13.0 COMPUTATION OF BACK WAGES

Section 13.1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

14.0 DISCHARGE OR DISCIPLINE

Section 14.1 Notice of Discharge or Discipline

The Employer agrees, upon the discharge or discipline of any employee, to notify promptly in writing the Steward in the district of the discharge or discipline and a copy shall be mailed to the local President.

Section 14.2 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.

Section 14.3 Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the local President to the Director of Labor Relations within three (3) regularly scheduled working days of the discharge or discipline. The Director of Labor Relations 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 Appeal Board step of the grievance procedure.

Section 14.4 Use of Past Record

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

15.0 SENIORITY DEFINED

Section 15.1 Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire unless negotiated locally by occupational groups.

Section 15.2 "Length of continuous service" means uninterrupted employment, but includes lay-offs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority" Article 18.0 of this Agreement.

16.0 SENIORITY

Section 16.1 Probationary Employees

16.1 (a) New employees hired in a unit shall be considered as probationary employees for the first three (3) 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 three (3) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

16.1 (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.

Section 16.2 Temporary Employees

16.2 (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.

16.2 (b) With the exception of the section 16.2 (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.

17.0 SENIORITY LISTS

Section 17.1 Seniority shall not be affected by the race, color, creed, sex, marital status, age or dependents of the employee as long as he is able to perform the available work.

Section 17.2 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.

Section 17.3 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.

Section 17.4 Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Employer 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 Employer. 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.

18.0 LOSS OF SENIORITY

Section 18.1 An employee shall lose his status as an employee and his seniority if:

- (1) He resigns or quits.
- (2) He is discharged or terminated (unless reversed through the grievance or arbitration procedures).
- (3) He retires.
- (4) He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the Personnel Office. An employee who changes address must notify the Employer of the change.
- (5) He has been on layoff for a period of time equal to his unit seniority at the time of his layoff or two (2) years, whichever is lesser.
- (6) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

Section 18.2 A grievance involving compliance with this section shall begin at Step IV of the grievance procedure, and may be processed through the grievance and arbitration procedures only by an employee who has lost his status as an employee and his seniority, provided it is submitted in writ-

ing at Step IV of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to his grievance.

19.0 SHIFT PREFERENCE

Section 19.1 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.

20.0 SENIORITY OF STEWARDS

Section 20.1 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.

21.0 SENIORITY OF OFFICERS

Section 21.1 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.

22.0 SUPPLEMENTAL AGREEMENTS

Section 22.1 All supplemental agreements shall be subject to the approval of the Employer and Local 1585.

23.0 TEMPORARY LAYOFFS

Section 23.1 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.

24.0 LAYOFFS

Section 24.1 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.

Section 24.2 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.

Section 24.3 In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for the Labor Relations step (Step IV) of the grievance procedure.

Section 24.4 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local Union Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

25.0 RECALL PROCEDURE

Section 25.1 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 the time of recall unless he has previously performed the higher-rated job and is able to do the work.

Section 25.2 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.

Section 25.3 Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall he shall be considered a quit.

Section 25.4 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.

26.0 WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

Section 26.1 The Employer will, so far as reasonably practicable in employing new people in any unit, give work opportunity campus-wide 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.

Section 26.2 An employee with seniority who is laid off and given work in another unit will accrue seniority effective as of the date of entry into this unit.

Section 26.3 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.

27.0 TRANSFERS

Section 27.1 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.

Section 27.2 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 not be applied to employees who were transferred to a position under the Employer not included in a unit after July 1, 1971.

Section 27.3 Employees transferring under the above circumstances, TRANSFERS 27.1 and 27.2, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 27.4 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.

Section 27.5 The Employer agrees that in any movement of work not covered above in TRANS-

FERS 27.1, 27.2, and 27.4, he will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

28.0 PROMOTIONS

Section 28.1 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.

Section 28.2 Job vacancies above Grade Level II will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the unit with a copy mailed to the Union Office on the first day of posting. Jobs shall be filled within ninety (90) days of the posting or reposted.

Section 28.3 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.

Section 28.4 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.

Section 28.5 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.

Section 28.6 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.

Section 28.7 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.

Section 28.8 During the trial period, employees will receive the rate of the job they are performing.

Section 28.9 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.

Section 28.10 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.

29.0 ABSENCES

Section 29.1 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 are made, an employee, who, for any reason, fails to report for work must make a sincere effort to immediately notify his Supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his supervisor. In proper cases exceptions will be made.

30.0 PERSONAL LEAVE

Section 30.1 Leaves of absences without pay up to three (3) months may be granted upon request of the employee 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, child care, 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.

31.0 LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

Section 31.1 When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, then the employee must procure and have available for the Olin Health Center a physician's transcript relative to the case before the employee reports to the Olin Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years.

Section 31.2 The employee who is on personal leave, 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 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.

32.0 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section 32.1 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.

33.0 MILITARY LEAVE

Section 33.1 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. In order to be eligible to return to active employment, an employee returning

from military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

Section 33.2 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. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) days' leave of absence during a fiscal year. 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.

34.0 LEAVE FOR UNION BUSINESS

Section 34.1 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 leave of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

Section 34.2 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) days notify the Employer in writing of the termination date. The member shall within the same ten (10) day period advise the Employer in writing of his intent to return to the University and shall return to work within thirty (30) days of the termination date or forfeit all rights of employment with the Employer.

Section 34.3 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.

35.0 UNION EDUCATION LEAVE

Section 35.1 Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend education classes conducted by the Union. The number will not exceed fifteen (15) employees and the number of working days will not exceed twenty-five (25) working days in any one (1) calendar year. The Union agrees to give the Employer as much advance notice as possible concerning such leaves of absence.

36.0 GENERAL CONDITIONS

Section 36.1 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement.

Section 36.2 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and extensions.

Section 36.3 The employees must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the administrative head of the unit and cleared through the Personnel Office.

Section 36.4 Return to Active Employment

36.4 (a) The Employer at its option and without cost to the employee, may require that a physi-

cian or physicians of its choosing examine the employee before returning him to active employment.

36.4 (b) An employee returning from a leave of absence will be placed in his former classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

37.0 MEDICAL DISPUTE

Section 37.1 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 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 Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

38.0 UNION BULLETIN BOARD

Section 38.1 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
- (5) Notices of job openings covered by this contract

39.0 LIMIT ON USE OF BULLETIN BOARDS

Section 39.1 The Union shall have the exclusive right to the use of its assigned 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 Office of Labor Relations 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.

40.0 WORKING HOURS

Section 40.1 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.

Section 40.2 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.

Section 40.3 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.

Section 40.4 Wash-Up Time

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

Section 40.5 Call-In Pay

An employee reporting for emergency duty at the Employer's request for work which he had not been notified of 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.

Section 40.6 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.

Section 40.7 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.

*Subject to supplemental agreement as additional units are recognized.

Section 40.8 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

41.0 HOLIDAY PROVISIONS

Section 41.1 The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, December 22, 1972, December 29, 1972, December 24, 1973 and December 31, 1973.

Section 41.2 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, except for the day before or after Christmas and the day before or after New Year's which shall be considered separately each year.

Section 41.3 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.

Section 41.4 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.

Section 41.5 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.

42.0 PERSONAL LEAVE DAY

Section 42.1 Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time continuous employee on the employment rolls as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This shall include time off to attend religious services of the employee's own choice, such as Good Friday, and time off to vote. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

Section 42.2 The personal leave days or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

Section 42.3 The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

Section 42.4 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

Section 42.5 The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

43.0 VACATIONS

Section 43.1 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 Allowance</i>
Completion of 6 months	6 working days
7th month through 60th month	6 working days each 6 months
61st month through 120th month	8½ working days each 6 months
121st month maximum accrual	11 working days each 6 months

Section 43.2 An employee's vacation pay will be based on his regular, normal workweek.

Section 43.3 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.

Section 43.4 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.

Section 43.5 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 twelve (12) days vacation for each school year worked. After sixty (60) months of service on a regular full-time basis an employee is entitled to seventeen (17) days

vacation each year and after one hundred twenty (120) months is entitled to twenty-two (22) 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.

Section 43.6 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 six months continuous full-time employment period so that he may have two week's 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. In the event of illness in the immediate family, an employee may use accrued vacation time subject to other provisions of this article.

Section 43.7 If an employee stops working for the Employer after his six months continuous full-time employment 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.

Section 43.8 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.

Section 43.9 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.

44.0 STUDENT LABOR

Section 44.1 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.

45.0 MERIT INCREASES

Section 45.1 The Employer will consider merit increases within a fiscal year to employees covered by the Agreement 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 beyond the Appeal Board step of the grievance procedure.

46.0 RED CIRCLE RATES

Section 46.1 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.

Section 46.2 The above provision (46.1) will not be applicable to other employees in the same classifications, or to employees who may replace employees currently receiving "Red Circle Rates."

47.0 BAKER (BRODY)

Section 47.1 There is hereby created a new position, designated Baker (Brody), at grade classification XIV.

Section 47.2 An employee who enters said position from other University employment shall enter at their existing wage rate. An employee who enters said position from outside the University shall enter at minimum of grade level XIV.

Section 47.3 Said employee shall be granted a ninety (90) day trial period to determine:

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

Section 47.4 During the three-month 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.

Section 47.5 If said employee voluntarily entered said position, then upon completion of a successful said trial period, he shall forthwith be paid the maximum rate for grade XIV.

Section 47.6 If said employee was assigned or caused to be transferred to said position from a higher pay rate than grade XIV maximum, said employee's payrate shall be red circled and his classification shall be retained for whatever future benefits he may derive therefrom.

48.0 SUPERVISION WORKING

Section 48.1 It is the policy of the Employer 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.

Section 48.2 Additionally, it is 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.

49.0 ASSIGNMENT OF DORMITORIES AND FOOD SERVICES AND PHYSICAL PLANT EMPLOYEES

Section 49.1 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 classifications.

Section 49.2 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.

Section 49.3 It is understood that the above provisions (49.1) and (49.2) regarding Dormitories and Food Services employees, and Physical Plant employees, do not guarantee twelve months' em-

ployment each year to any employee but are 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.

50.0 ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

Section 50.1 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 of two (2) calendar weeks in the College of Agriculture and Natural Resources.

Section 50.2 Employees in the College of Agriculture and Natural Resources 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. 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.

Section 50.3 The Employer 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 part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.

Section 50.4 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 and Natural Resources will be continued and foremen and supervisory employees in the College of Agriculture and Natural Resources 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.

Section 50.5 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources 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.

Section 50.6 The Employer's current policy with respect to the employment and assignment of personnel to the cooperative training program in the Creamery of the College of Agriculture and Natural Resources will be continued.

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

Section 51.1 The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

Section 51.2 Time-and-one-half the regular straight time rate will be paid to employees as-

signed 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, Custodian O, and Custodian S.

Section 51.3 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.

Section 51.4 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 of two (2) calendar weeks.

52.0 TIME-AND-ONE-HALF IN COLLEGE OF VETERINARY MEDICINE

Section 52.1 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.

53.0 BARGAINING UNITS

Section 53.1 The bargaining units referred to in the Recognition section, Employees Covered provision, of this Agreement include all of the employees in the following units, excluding executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

Division of Campus Park and Planning
Division of Physical Plant

Division of General University Services
Division of Dormitories and Food Services
College of Veterinary Medicine
College of Agriculture and Natural Resources
Olin Health Center
Department of Intercollegiate Athletics
College of Natural Science

Section 53.2 The bargaining units referred to in the Recognition Section, Employees Covered provision, of this Agreement include only the employees in the following units within the classification specified under each unit.

Department of Public Safety
Safety Equipment Maintainer

College of Engineering
Multilith-Multigraph Operator II

54.0 SICK LEAVE

Section 54.1 Every continuous full-time employee shall accumulate and be credited with thirteen (13) workdays 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.

Section 54.2 Sick leave shall be available for use by employees for the following purposes:

- (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.
- (4) Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job.

Section 54.3 All employees shall accumulate sick leave from the date they are hired.

Section 54.4 A regular full-time employee with six (6) months of continuous service 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 provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

Section 54.5 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

Section 54.6 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

Section 54.7 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 Employer, 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.

Section 54.8 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.

Section 54.9 An employee who transfers from one unit to another shall transfer with him any unused sick leave.

Section 54.10 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.

Section 54.11 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 in accordance with the Absence clause of the Agreement (Article 29.0).

Section 54.12 All payment for sick leave shall be made at the employee's current rates of pay.

Section 54.13 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.

Section 54.14 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.

Section 54.15 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 Benefits</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

Section 54.16 For the purpose of this clause, the dependent is considered as the spouse or unmarried children of the employee who are living at home and who are totally dependent upon the employee at the time of his death.

55.0 FUNERAL LEAVE

Section 55.1 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 55.2 Definition of Immediate Family: The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

Section 55.3 One day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew or niece.

Section 55.4 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.

56.0 LONGEVITY PAY

Section 56.1 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 56.2 Longevity pay shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the 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 56.3 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 56.4 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 56.5 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 56.6 Effective October 1, 1966, prorated 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 56.7 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 56.8 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

57.0 HOSPITALIZATION-MEDICAL COVERAGE

Section 57.1 Regular, full-time, probationary employees may enroll for hospitalization-medical coverage within sixty (60) days of their employment date or thereafter during the annual signup period. The employee may enroll only in basic Comprehensive Hospitalization, semi-private, with MVF-1 with ML rider and Master Medical Option IV and First Aid Emergency (FAE) rider that is now being offered to the employees by the Michigan Blue Cross and Blue Shield. Employees will pay the full amount of the premium for hospitalization-medical coverage they have selected during their first six months of continuous, regular,

full-time employment, then the Employer will contribute toward the monthly premium cost of their coverage as provided below.

Section 57.2 Beginning November 1, 1972, for a regular, full-time employee who has single subscriber coverage, the Employer shall pay the full amount of the single subscriber rate toward the total monthly premium cost of said hospitalization-medical coverage.

Section 57.3 Beginning November 1, 1972, for a regular, full-time employee who has two party or more than two party coverage, the Employer shall pay ninety (90%) percent and the employee shall pay ten (10%) percent of the total monthly premium cost of said hospitalization-medical coverage.

58.0 EQUALIZATION OF OVERTIME HOURS

Section 58.1 Overtime hours shall be divided as equally as practicable 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.

Section 58.2 Whenever overtime is required, the person with the least number of overtime hours in that classification within their district will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. 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.

Section 58.3 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).

Section 58.4 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.

Section 58.5 Excess overtime hours will be carried over each year and are subject to review at the end of each period.

Section 58.6 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.

Section 58.7 When an employee terminates his term as Steward, his overtime hours shall be disregarded and he shall assume the highest number of hours in his classification in his district, unless he is currently charged with less than the maximum hours.

59.0 SAFETY COMMITTEE

Section 59.1 A Safety Committee of not more than ten (10) employees and the Employer's representative 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.

60.0 JURY DUTY

Section 60.1 An employee with six (6) months continuous, regular, full-time employment 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.

61.0 WAGE RATE INCREASE PLAN

Section 61.1 Effective July 1, 1972, the minimums and maximums of grades II through grade XXIII and the Special Grade at Kellogg Center will be increased five (5) percent respectively rounded to the nearest whole cent and each employee will receive five (5) percent respectively rounded to the nearest whole cent based on their hourly wage rate.

Section 61.2 Effective January 1, 1973, the minimums and maximums of grade II through grade XXIII and the Special Grade at Kellogg Center will be increased one (1) percent respectively rounded to the nearest whole cent and each employee will receive one (1) percent respectively rounded to the nearest whole cent based on their hourly wage rate.

Section 61.3 Retroactivity of pay rates specified in Section 61.1 above shall be applicable only to those employees who are on the payroll as of the date of ratification of this contract.

62.0 AGREEMENT COPIES

Section 62.1 At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and Union and shall be distributed among Employer, Union and printer.

Section 62.2 Employer at Employer's expense shall provide Union with 1,500 "small-book" copies of the contract including current changes within ninety (90) days of ratification and final proof reading by Union.

63.0 RETIREMENT BENEFITS

The Board of Trustees of Michigan State University on June 16, 1972 established a TIAA-CREF Retirement Annuity Plan to replace the University Non-Contributory Retirement Plan (UNCRP) to provide basic retirement security for employees covered by this agreement. The principal features are:

Section 63.1 Effective January 1, 1973, the UNCRP in its present form will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent full-time 1585 employees.

Section 63.2 Contribution amounts and eligibility requirements of the TIAA-CREF program effective January 1, 1973, will be as follows:

- (1) The program will be *offered* to all permanent full-time employees with at least 3 years of service.
- (2) The program will be *required*, as a condition of employment, for those who have attained age 35 and 3 years of service.
- (3) Those employees who are 55 years of age or over on January 1, 1973, may elect to

remain subject to the improved UNCRP formula [see Section 63.3 (1) below].

- (4) The contribution levels for the employee and the University will operate on the following schedule:

On 1/1/73 — 3% employee/ 6% MSU

On 7/1/75 — 4% employee/ 8% MSU

On 7/1/77 — 5% employee/10% MSU

Section 63.3 While the UNCRP will in effect no longer exist, an individual employee will receive *no less* than what an *improved* UNCRP formula would have given him upon retirement.

- (1) The UNCRP formula will be improved to: 2% for each year of service multiplied by the top highest 3 year average earnings, with a \$3,600 ceiling.
- (2) This formula [Section 63.3(1) above] will be applied for each employee at his retirement and will become the *minimum* that the employee will receive.
- (3) The employee and the University contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.
- (4) The employee will receive the larger of the improved formula [Section 63.3 (1) above] or a TIAA-CREF annuity [Section 63.3 (3) above] upon retirement and will receive payment direct from TIAA-CREF.
- (5) For those employees age 55 or over who do not elect to participate, their retirement will be figured solely on the improved formula [Section 63.3 (1) above].
- (6) Employees who “retire” (terminate) without meeting the minimum provisions for vesting

under the old UNCRP plan (i.e., 62 years of age with 15 years of service *or* 25 years of service and subject to normal actuarial reductions, if any) will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

Section 63.4 Long-Term Disability Plan

On or about January 1, 1973, a University-paid Long-Term Disability Plan will be implemented and granted to all permanent full-time employees with at least 3 years of continuous service. This plan will completely replace the 15-year disability provision in the old UNCRP.

Section 63.5 It is further understood:

- (1) That the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through June 30, 1978.
- (2) That employees who would normally be required to participate in TIAA-CREF on January 1, 1973, may delay participation until July 1, 1973, if they wish.

Section 63.6 An employee who retires prior to 65 years of age must make advance arrangements with the Staff Benefits Division for the payment of the premiums for any insurance in which they are eligible to continue to participate.

Section 63.7 Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan are outlined in a brochure which may be obtained from the Office of Personnel or the Staff Benefits Division.

64.0 CLASSIFICATION AND JOB DESCRIPTIONS

Section 64.1 Employer shall commence by Jan-

uary 1, 1974, and reasonably complete by May 1, 1974 a review and proposed revision of all job descriptions and classifications so that they reflect current and reasonably anticipated job work requirements. In said review and proposed revision the Union shall have reasonable opportunity during said study to review said proposed descriptions and classifications and to make suggestions and proposals concerning them. Said proposed descriptions and classifications shall then become part of the bargaining process prior to implementation.

Section 64.2 This provision shall not foreclose bargaining of proposals of either party concerning job descriptions and classifications during the 1973 negotiations.

65.0 CONTRACT DOCUMENTS

Section 65.1 The provisions herein contained constitute the entire Agreement between the parties.

66.0 RATIFICATION

Section 66.1 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 October 29, 1972, and Council No. 7 and the local Union will recommend to the employees that it be ratified.

67.0 TERMINATION AND MODIFICATION

Section 67.1 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m. June 30, 1973, and from year to year thereafter unless notice of termination or modification is given as provided in sections 67.2, 67.3, and 67.4 below.

Section 67.2 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.

Section 67.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination but not before the effective termination date of 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.

Section 67.4 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council No. 7 and if to the Employer, addressed to Director of Labor Relations, or to any such address as the Union or the Employer may make available to each other.

68.0 EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1972.

IN WITNESS WHEREOF THE PARTIES
HAVE SET THEIR HANDS:

Date Signed November 14, 1972

MICHIGAN STATE UNIVERSITY
LOCAL UNION NO. 1585
AFFILIATED WITH MICHIGAN
COUNCIL NO. 7
AFSCME, AFL-CIO

EMPLOYER

<u>Arthur Kieselbach</u>	<u></u>
<u>Laurence R. Smith</u>	<u>William J. Meff</u>
<u>Richard Kennedy</u>	<u>Keith Goly</u>

APPENDIX I

Classification and Grade Schedule Local 1585 AFSCME

<i>Classification</i>	<i>Grade</i>
Agriculture Supervisor	XIX
Agriculture Technician	XVIII
Animal Caretaker I	IX
Animal Caretaker II	XIV
Animal Caretaker-Repair (VM)	XV
Animal Caretaker, Head (VM)	XVII
Baker I	IV
Baker II	XI
Baker III	XVI
Baker IV	XVIII
Baker (Brody)	XIV
Basket Room Attendant	II
Beef Cattle Fitter	XVI
Bindery Worker I	III
Bindery Worker II	V
Bindery Worker III	IX
Bookstore Clerk II	II
Bookstore Clerk III	III
Bowling Alley Mechanic	XV
Building Sanitation Worker II	VI
Building Sanitation Worker III	VIII
Building Security Worker I	IX
Building Security Worker II	XII
Building Service Leader	III
Building Service Supervisor (KC)	XV
Building Service Worker	II
Bus Driver	XII
Cafeteria Supervisor (KC)	VII
Cheesemaker	XVI
Chemical Laboratory Coordinator	XVIII
Cook I	IV
Cook II	XI
Cook III	XVI
Cook IV	XVIII

<i>Classification</i>	<i>Grade</i>
Custodian I	II
Custodian III	VIII
Custodian IV	X
Custodian O	XIV
Custodian S	XIV
Custodian Head C	XII
Custodian Head A	XV
Cyclotron Maintenance Clerk	XV
Cyclotron Maintenance Clerk, Senior	XVI
Cyclotron Mechanical Technician	XV
Cyclotron Mechanical Technician, Senior	XVII
Cyclotron Scientific Assistant	XV
Dairy Technician	XVIII
Drapery Maker II	V
Drapery Maker III	X
Equipment Maintenance	XIX
Equipment Maintenance (Laundry)	XIX
Equipment Maintenance (Married Housing)	XIX
Equipment Room Assistant Manager	XIV
Equipment Room Manager	XIX
Experimental Animal Caretaker — Mechanic (VM)	XV
Food Processing Center Coordinator	V
Food Processing Center Helper	IV
Food Service Mechanic	XXII
Food Service Worker I	*Special
Food Service Worker III	II
Food Service Worker IV	V
Food Stores Stockroom Supervisor	XVI
Food Stores Storeroom Supervisor	XVIII
Furniture Assembly and Swing Clerk	XIV
Gardener I	X
Gardener II	XV
Gardener, Senior (Grounds)	XVI
General Helper II	II
General Stores Handler	XIII
General Stores Handler (Salvage Yard)	XIII
Germ Free Laboratory Aide	VI

*Food Service Worker I and referred to as waitress at the Kellogg Center.

<i>Classification</i>	<i>Grade</i>
Germ Free Laboratory Assistant	XIV
Greenhouse Technician	XIV
Groundskeeper I	X
Groundskeeper II	XVI
Grounds Mechanic I	XV
Grounds Mechanic II	XIX
Grounds Utility Worker I	XV
Grounds Utility Worker II	XVI
Group Leader	XVI
Group Leader (D&F)	XV
Group Leader, Grounds & Site Const.	XX
Group Leader (Stores)	XVI
Growth Chamber Technician	XVIII
Gym Store Assistant Manager	X
Gym Store Manager	XIV
Herder	XVI
Herder, Assistant	VI
Ice Arena Maintenance Mechanic	XVII
Intramural Supply Assistant, Supv.	XIII
Kitchen Sanitation Technician II	VI
Kitchen Sanitation Technician III	VIII
Labor I	IX
Labor II	XII
Labor I (Ag)	IX
Labor II (Ag)	XII
Laboratory Aide	VI
Laboratory Aide, Senior	VIII
Laboratory Aide, Principal	IX
Laboratory Assistant	II
Laboratory Assistant, Senior	III
Laboratory Assistant, Principal	IV
Laboratory Attendant, Head	XIV
Laboratory Helper	II
Laboratory Technician	XII
Laundry Control Checker	IV
Laundry Worker I	VI
Laundry Worker II	XI
Lodal and Huge Haul Operator	XVI

<i>Classification</i>	<i>Grade</i>
Mail Clerk-Carrier	XIV
Mail Clerk-Carrier Group Leader	XVI
Maintenance I	XII
Maintenance II	XVI
Maintenance III	XIX
Maintenance — Animal Caretaker (VM)	XVII
Maintenance — Beef Cattle, Supv.	XIX
Maintenance — Swine, Supv.	XIX
Maintenance Clerk	XV
Maintenance Repair Mechanic	XVIII
Maintenance Technician	XXIII
Meat Cutter	XV
Meat Cutter, Advanced	XVII
Meat Room Assistant, Supv.	XVIII
Multilith-Multigraph Operator I	XII
Multilith-Multigraph Operator II	XV
Natural Science Lab Coordinator	XVIII
Physiology Technician	XV
Produce Manager	XXI
Receiving & Shipping Clerk	XIII
Receiving & Shipping Clerk (Stores)	XV
Refrigeration Engineer	XXI
Research Aide	X
Research Animal Technician, Junior	XV
Research Animal Technician, Senior	XVIII
Safety Equipment Maintainer	XIX
Safety Equipment Maintainer — Fire Extinguishers	XIX
Safety Equipment Maintainer — General	XIX
Safety Equipment Maintainer— Parking Meters	XIX
Safety Equipment Maintainer — Radiation	XIX
Salvage Yard Maintainer	XV
Salvage Yard Supervisor	XXII
Service Leader (D&F)	III
Service Worker (CH)	X
Set Up Worker	XVI
Snackshop Supervisor	VII
Special Equipment Operator I	XVI
Special Equipment Operator II	XIX

<i>Classification</i>	<i>Grade</i>
Special Order Clerk	XVI
Special Poultry Technician	XVIII
Stock Handler (D&F)	XII
Stock Handler (FPC)	XII
Stock Handler (Food Stores)	XII
Stock Handler (Married Housing)	XII
Stockman — Scientific Supplies	XV
Stockroom Attendant	XV
Stockroom Coordinator (Physical Plant)	XVIII
Stockroom Supervisor (Kellogg Center)	XVI
Stockroom Supervisor-Technician	XVIII
Stores Clerk (Office Supplies)	XV
Stores Clerk (Scientific Supplies)	XV
Telephone Operator (Physical Plant)	X
Tractor and Truck Driver	XII
Trainee, Intermediate	II
Trainee, Senior	VI
Tree Trimmer	XVIII
Tree Trimmer Apprentice	XII
Truck Driver	XII
Typewriter Service Repair Specialist	XIX
Unskilled Labor	III

APPENDIX II

Wage Rate Schedule Effective July 1, 1972 and January 1, 1973, for Those Employees Included in the Bargaining Units Clause of This Agreement

<i>Grade</i>	<i>Current Rate Range</i>	<i>Effective 7-1-72 New Rate Range</i>	<i>Effective 1-1-73 New Rate Range</i>
II	\$2.63-\$2.77	\$2.76-\$2.91	\$2.79-\$2.94
III	\$2.66-\$2.86	\$2.79-\$3.00	\$2.82-\$3.03
IV	\$2.68-\$2.98	\$2.81-\$3.13	\$2.84-\$3.16
V	\$2.73-\$3.06	\$2.87-\$3.21	\$2.90-\$3.24
VI	\$2.86-\$3.16	\$3.00-\$3.32	\$3.03-\$3.35
VII	\$2.88-\$3.18	\$3.02-\$3.34	\$3.05-\$3.37
VIII	\$2.94-\$3.31	\$3.09-\$3.48	\$3.12-\$3.51
IX	\$2.96-\$3.34	\$3.11-\$3.51	\$3.14-\$3.55
X	\$3.06-\$3.47	\$3.21-\$3.64	\$3.24-\$3.68
XI	\$3.12-\$3.59	\$3.28-\$3.77	\$3.31-\$3.81
XII	\$3.20-\$3.71	\$3.36-\$3.90	\$3.39-\$3.94
XIII	\$3.25-\$3.76	\$3.41-\$3.95	\$3.44-\$3.99
XIV	\$3.31-\$3.83	\$3.48-\$4.02	\$3.51-\$4.06
XV	\$3.45-\$3.99	\$3.62-\$4.19	\$3.66-\$4.23
XVI	\$3.56-\$4.11	\$3.74-\$4.32	\$3.78-\$4.36
XVII	\$3.63-\$4.21	\$3.81-\$4.42	\$3.85-\$4.46
XVIII	\$3.72-\$4.34	\$3.91-\$4.56	\$3.95-\$4.61
XIX	\$3.98-\$4.51	\$4.18-\$4.74	\$4.22-\$4.79
XX	\$4.17-\$4.68	\$4.38-\$4.91	\$4.42-\$4.96
XXI	\$4.18-\$4.74	\$4.39-\$4.98	\$4.43-\$5.03
XXII	\$4.38-\$4.95	\$4.60-\$5.20	\$4.65-\$5.25
XXIII	\$4.43-\$5.02	\$4.65-\$5.27	\$4.70-\$5.32
*Special	\$1.89-\$2.05	\$1.98-\$2.15	\$2.00-\$2.17

*Food Service Worker I and referred to as waitress at the Kellogg Center.

SUPPLEMENTAL LETTERS OF AGREEMENT

MICHIGAN STATE UNIVERSITY EAST LANSING · MICHIGAN 48823

OFFICE OF LABOR RELATIONS

November 14, 1972

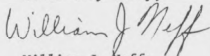
Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that Automotive Services, Physical Plant Division, will continue their long standing policy relating to split runs on the Campus Bus System. Included in this policy are the following:

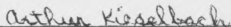
1. Split runs will be minimized as much as possible.
2. All new employees shall read the job description and be aware they may have to operate a split run.
3. The Bus Drivers may suggest alternate solutions to eliminate any or all split runs. These solutions will be considered and adopted if they:
 - (a) Do not increase operating costs.
 - (b) Do not eliminate needed service.

Yours very truly,



William J. Neff
Director of Labor Relations

Acceptance of Union


Arthur Kieselbach

OFFICE OF LABOR RELATIONS

November 14, 1972

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that the Division of Dormitories and Food Services will meet from time to time with the Local 1585 Bargaining Committee to discuss the possible consolidation of Cooks and Bakers positions in Residence Halls and the Union Building.

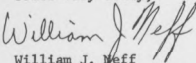
Meetings will take place at mutually agreed upon times and locations. Discussions may include but not be limited to the following:

1. Necessity of cross-training of existing Cooks and Bakers.
2. Revised job descriptions and grade levels for existing Cooks and Bakers.
3. New sources for baked goods and other foodstuffs.
4. Provisions for keeping existing Cooks and Bakers fully employed.

Representatives of management will be as follows:

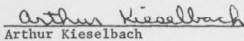
1. Mr. George E. Fritz, Personnel and Training Administrator
2. Mr. T. L. Smith, Assistant Manager - Food Services
3. Mr. Don Hambleton, Food Production Supervisor, Brody Hall

Yours very truly,



William J. Meff
Director of Labor Relations

Acceptance of Union



Arthur Kieselbach

OFFICE OF LABOR RELATIONS

November 14, 1972

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

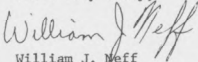
Dear Mr. Kieselbach:

The Union agrees that the posting requirements are waived as to the seven incumbents presently working in Brody Bakeshop so that they may continue occupying the seven newly created jobs thereat. It is recognized that said incumbents began their trial periods on September 15, 1972. Any further positions or openings shall be posted and filled according to the contract.

The new classifications of Food Processing Center Helper and Food Processing Center Coordinator shall be grades IV and V respectively, effective September 11, 1972. Employees who occupied said positions since said date shall receive retroactive differential pay, therefore, since said date at grade level maximum and shall continue at grade maximum.

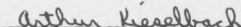
The agreement reached between Michigan State University and Local Union 1585 affiliated with Council No. 7, AFSCME, AFL-CIO dated November 14, 1972, shall be conditioned upon no alteration thereof by the Federal Wage Board or other wage - price agency. If any such alteration be imposed, then those subjects of bargaining which arose on or after May 1, 1972, may be reopened by either party.

Yours very truly,



William J. Neff
Director of Labor Relations

Acceptance of Union



Arthur Kieselbach



211-2500-122—LL