
an agreement between

**MICHIGAN TECHNOLOGICAL
UNIVERSITY**

and

**AFSCME, COUNCIL 7
LOCAL UNION 1166**

September 7, 1967

6/30/68

Preface

Michigan Technological University and Local 1166 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices.

Michigan Technological University

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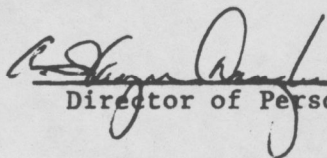
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Special Agreement on Sick Leave
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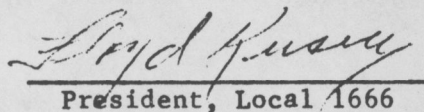
February 16, 1972

It has become apparent to the University that a typographical error was made in the University's contract proposal when it was agreed to move part of the Personal Sick Leave article of the 1968 contract (page 26) "An employee unable to work because of sickness or injury will be placed on leave of absence.....after exhausting all rights to paid sick leave. The Employer may require a statement from the employee's doctor if such leave extends for more than five (5) days", to section 11 of the Sick Leave article, page 27 of the 1970 contract.

Therefore, in the interest of both parties, the Union and the University have agreed that the University may require a statement from the employee's doctor if such a leave, as described in Section 11, extends for more than five days.



Director of Personnel



President, Local 1666

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AGREEMENT

This Agreement is made and entered into this 7th day of September, 1967, between Michigan Technological University (hereinafter referred to as the "Employer") and Local No. 1166 and Council No. 7, of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

SECTION I

Recognition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Public Act 379 of 1965, the Employer does hereby recognize the Union as the sole and exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer included in the bargaining unit described in the State of Michigan Labor Mediation Board Labor Relations Division certification of October 20, 1965, Case No. R65-1-96.

SECTION II

Definition of Employees

The terms "employee" and "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for temporary and part time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part time, limited in duration (not more than one year), and is established for (1) a specific project, (2) the purpose of relieving regular staff members who are absent due to illness, leave of absence, or vacation, or (3) augmenting the regular staff to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, increased work loads, or any other conditions that may create short-term staffing shortages.

The term "part time employee" shall mean an employee, either regular or temporary, who is normally scheduled to work not more than thirty-two (32) hours per week.

The term "regular employee" shall mean an employee who fills an established position (including seasonal positions) and who is not a temporary replacement, the position being scheduled by the Employer to continue indefinitely.

The term "seasonal employee" shall mean an employee who is engaged to work less than a full year on an annually recurring basis.

SECTION III

Management Rights

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (2) the right to change or introduce new or improved operations, methods, means or facilities; (3) the right to hire, schedule, promote, demote, transfer, release and lay off employees; and the right to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

SECTION IV

Aid to Unions

As it relates to "aid to Unions" the parties subscribe to Michigan Public Act 379 of the public acts of 1965.

It is agreed that neither the Union or the Employer will intimidate or coerce any employees in regard to Union membership or activity, and further that there shall be no solicitation of non-bargaining unit employees for Union membership or dues on Employer's time.

SECTION V

Union Security

To the extent that the laws of the State of Michigan permit:

An employee shall, as a condition of continued employment, either join the Union, continue membership in the Union, or pay to the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum per pay period which is equal to the per pay period deduction for union dues required for union membership.

An employee who shall tender the periodic amount uniformly required by this section shall be deemed to meet the conditions of this section.

Employees shall be deemed to be in compliance with this Agreement, within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues or the equivalent service charge.

The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or the equivalent service charge.

SECTION VI

Check-Off of Union Dues

The Employer will honor voluntary dues or service charge deduction authorizations submitted in writing by an employee to the Employer on a form provided for this purpose by the Union or the Employer. Such deduction will be made as follows, provided it has been submitted ten (10) calendar days prior to the end of the pay period.

The Employer agrees to deduct each pay period the union dues levied in accordance with the constitution and bylaws of the Union or to deduct a service charge equal to such dues. The total amount of dues deduction shall be sent to Michigan State Employees Union, Council 7, AFSCME, AFL-CIO, as soon as practicable after the deductions are made together with a list of names of the employees for whom the deductions are made.

The Union will provide the Employer any additional authorization for check-off of dues forms under which Union membership dues are to be deducted.

The local Union President will be notified by the Employer of the names of employees terminating check-off following the end of each biweekly pay period in which the termination took place.

The employee may cancel his authorization at any time by written notification to the Employer on a form provided by the Employer for this purpose. Deductions shall terminate for the pay period in which the authorization for withholding of dues form is received, provided such authorization is received ten (10) days prior to the end of the pay period. Any voluntary dues or service charge deduction authorization form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

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 and Bylaws, refunds to the employee will be made by the Local Union.

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 the employee.

SECTION VII

Representation, Stewards and Alternates

(a) The number and composition of steward representation districts shall be as mutually agreed by the Employer and the Union. The Employer and the Union may redistrict the bargaining unit from time to time by mutual agreement.

(b) In each representation district, employees in the district shall be represented by one Steward and one Alternate Steward who shall be regular employees working in the district.

(c) The Union will furnish the Director of Employee Relations 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 the Employee Relations Office, keep the Union advised as to its representatives.

SECTION VIII

Grievance Procedure

The steps in the grievance procedure are as follows:

FIRST:

An employee should promptly, and in no event later than ten (10) calendar days after occurrence, tell his then immediate supervisor he has a grievance concerning his employment. The supervisor shall then set a place and time within the next twenty-four (24) hours, not counting Saturdays, Sundays, or holidays, either during working hours without loss of time or pay, or at the end of the shift,* for an oral presentation of the grievance. If the aggrieved employee wishes, he may have his steward assist him in the oral presentation.

SECOND:

If the aggrieved employee does not receive a satisfactory answer within forty-eight (48) hours, not counting Saturdays, Sundays or holidays, after his oral presentation, the grievance may be submitted in written form to his department head, or his designated representative, for written decision, provided the submission is made within the five (5) calendar day period following an unsatisfactory answer, or no answer.

Upon receipt of the written grievance, and if oral presentation is mutually agreeable, the department head, or his designated representative, shall set a place and time within five (5) calendar days, either during working hours without loss of time or pay, or at the end of the shift,* for an

*Any alleged abuse of scheduling of grievance "at the end of the shift" shall be a proper subject for a special conference.

oral presentation of the grievance. If the aggrieved employee wishes, he may have his steward assist him in the oral presentation. Whether or not his steward assists in the presentation or oral presentation of the grievance, the steward shall receive a copy of the written decision.

THIRD:

If the aggrieved employee does not receive a satisfactory answer within seven (7) calendar days after the written grievance is received at Step Two or the oral presentation, whichever time is later, the written grievance may be submitted to a Review Committee appointed by the Employer, provided the submission is made within the five (5) calendar day period following an unsatisfactory answer, or no answer.

Upon receipt of the written grievance, and if oral presentation is mutually agreeable, the Review Committee and the Union shall set a mutually agreeable place and time within seven (7) calendar days, either during working hours without loss of time or pay; or at the end of the shift,* for the oral presentation of the grievance. If the aggrieved employee wishes, he may have the Chief Steward and not more than two (2) non-employees assist him in the oral presentation. Whether or not the Chief Steward assists in the

*Any alleged abuse of scheduling of grievance "at the end of the shift" shall be a proper subject for a special conference.

preparation or oral presentation of the grievance, the Chief Steward shall receive a copy of the written decision.

If the aggrieved employee requests the assistance of the Chief Steward, and if further facts are needed for an orderly oral presentation of the written grievance, arrangements shall be made to give the Chief Steward time off work to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work.

Whenever time off work is granted to an aggrieved employee, or his Steward, as provided for in this grievance procedure, it shall be without loss of pay.

If a time limit is not observed by the aggrieved employee, the grievance shall be considered settled, except that at any step of the grievance procedure, the aggrieved employee and the Employer's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing.

The immediate supervisor, the department head, or the Review Committee may, if deemed advisable, have additional personnel present for the aggrieved employee's oral presentation.

It shall be deemed to satisfy the statutory requirement of Section 11 of Act 379 of the Public Acts of 1965 that the Union be given the "opportunity to be present at such adjustment" if the steward receives a copy of any written decision.

SECTION IX

Arbitration

If after the third step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement and is otherwise within the jurisdictional authority of the arbitrator set forth below, the Union may, within forty-five (45) days after receipt of the written answer from the Review Committee, by written notice to the Review Committee, request arbitration. If no such notice is given within the forty-five (45) day period, the grievance shall be deemed settled and not subject to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. Union shall strike the first name; the Employer shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him consistent with the provisions of this Agreement.

In making his decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the arbitrator.

SECTION X

Discipline and Discharge

Maintenance of discipline is a responsibility of management, but in carrying out that responsibility the Employer shall take disciplinary action only for just cause.

"Just cause" shall mean a breach of discipline.

"Breach of discipline" shall mean any act which interferes with the orderly and efficient administration of the Employer's business, including (1) any violation of the Agreement, and (2) any vio-

lation of the Employer's published rules or regulations, provided, however, that any new rule or regulation shall not be contrary to the terms of this Agreement.

The Employer will not impose discipline on an employee for trivial or inconsequential errors or mistakes on his employment application.

"Published" in this section shall mean that each employee shall be given a copy of rules applicable to him.

In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously.

Any complaint that the alleged breach of discipline was not, in fact, committed may be treated as a grievance if the complaint:

- (a) concerns disciplinary action involving demotion, layoff, or discharge;
- (b) is presented in writing within ten (10) days after receipt of the Employer's notification of the disciplinary action; and
- (c) is presented directly in the Third Step of the Grievance Procedure.

The Employer shall give the employee, with a copy to the Union, written notice of any disciplinary action involving demotion, layoff, or discharge within five (5) days after such action.

An employee ordered to leave his work for disciplinary reasons shall, before leaving the University premises, have the right to consult his Steward at a place and for a reasonable length of time provided by the Foreman.

SECTION XI

Special Conferences

Conferences between the Union and the Employer for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure, may be arranged and held at a mutually convenient place and time. Arrangements for such special conferences shall be made in advance between the Local President and/or Chief Steward and the Director of Employee Relations or his designated representative, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

SECTION XII

Seniority

For the purposes of this Agreement the following definitions apply:

"Length of Service"—means the period of uninterrupted employment with the Employer, commencing with the latest date of hiring of the "employee" by the University.

"Uninterrupted employment" — means continuous employment, but includes (a) periods of absence authorized by and consistent with this Agreement, and (b) periods of absence due to a transfer to a position of the Employer not included within the collective bargaining unit, and (c) periods of absence due to layoffs (voluntary or involuntary).

SECTION XIII

Seniority Lists

(a) The seniority list on the date of this Agreement will show the names and job titles of all employees of the bargaining unit entitled to seniority.

(b) The Employer shall prepare and maintain a seniority list which shall show the names, length of service, and job titles of all bargaining unit employees, including probationary employees even though they do not have seniority. The Employer will provide the Local Union President with six up-to-date copies at least every ninety (90) days.

(c) Four months after the ratification of this Agreement and annually thereafter during the term of this Agreement, the Employer shall give to the Council the addresses of all union members covered by the Agreement as such addresses 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.

(d) Seniority shall not be affected by the race, sex, age, marital status or dependents of the employee.

SECTION XIV

Loss of Seniority

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

1. He quits;
2. He retires;
3. He is discharged and the discharge is not reversed through the grievance procedure;
4. He does not indicate a willingness within seven (7) calendar days to return to work from layoff within ten (10) calendar days after being notified by the Employer, except when the failure to return is due to circumstances beyond the control of the employee;
5. He fails to return to work from layoff within ten (10) calendar days after being notified of recall, except when the failure to return is due to circumstances beyond the control of the employee;
6. He has been on layoff for a period of time equal to his seniority at the time of his layoff or one (1) year, whichever is greater;
7. He is absent from work for five (5) consecutive working days without notifying the Employer, except when the failure to notify is due to circumstances beyond the control of the employee; or

8. He fails to return from sick leave or a leave of absence within five (5) working days after termination of his leave, except when failure to return is due to circumstances beyond the control of the employee.

SECTION XV

Shift Preference

The Employer will, upon written request, make shift assignments on the basis of seniority within the classification as openings occur, providing the employee can meet job requirements and his replacement is available. Controversies regarding the application of this clause shall not be subject to the grievance procedure.

SECTION XVI

Seniority of Officers and Stewards

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 at work at all times when one or more divisions or fractions thereof are at work, provided they have the ability to do the work available.

Stewards shall in the event of a layoff of any type in their district be credited with two (2) years

additional seniority, providing they have the ability to do the work available.

SECTION XVII

Layoff Procedure

When employees are laid off because of a lack of work, the following procedure will apply:

1. Employees with the least seniority in their seniority unit shall be removed first, provided that those remaining at work have the ability to do the work which is available. If the employee removed and to be laid off has the ability to do the work of an employee with less seniority in another seniority unit, he shall replace him with the following exceptions:
 - a. Seasonal employees, when laid off from their regular position, shall be offered available work within their respective work units at their regular rate of pay. If no work is available in their work unit, work, if available, will be offered in other operations on campus provided they have the ability to do the work.
 - b. Because of vacation periods and conditions beyond the Employer's control, adjustments of the seasonal work force (layoff of seasonal employees) may be made without application of the regular layoff procedure. During such adjustment, probationary, temporary and part-time employees in the affected work unit shall be removed prior to

any involuntary layoff of the seasonal work force. If such adjustment continues for more than ninety (90) days, the Employer will then follow the regular layoff procedure.

- c. Employees (including seasonal employees) to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Employer will notify the Union of such layoff on the same date notices are issued to the employees.

SECTION XVIII

Recall Procedure

When employees are recalled from layoff because of an increase in work in their seniority unit, the employees with the greatest seniority shall be recalled in order of length of service (seniority), provided they have the ability to do the work which is available. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.

For the purpose of layoff and recall procedures, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question.

The liability of the Employer for failure to apply correctly any provisions of this section shall commence not earlier than ten (10) days prior to the date of presenting the written grievance alleging such violation in the second step of the Grievance Procedure.

SECTION XIX

Probationary Employees

An employee is a probationary employee for his first 120 calendar days of work. The 120 calendar day probationary period shall be accumulated within not more than one year. Upon completion of the probationary period, the employee shall be credited with 120 days length of service and it shall be so entered on the seniority list.

The Union shall represent probationary employees for the purposes of this Agreement, except there shall be no seniority of or among probationary employees and their retentions as employees shall be strictly within the discretion of the Employer.

SECTION XX

Promotions

Promotions within the bargaining unit shall be made on the basis of seniority, provided the employee with the most seniority has the ability to do the work.

For the purposes of promotions, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question. For purposes of this section, evidence or information provided by the applicant will be placed in the Employer's records and evaluated by the Employer in his consideration of the applicant.

Job vacancies will be posted for a period of seven (7) calendar days in conspicuous places in the work areas of the unit. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who has the ability to do the work shall be granted a two (2) week trial period to determine:

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

During the two (2) week trial period, the employee shall have the opportunity to revert to his former classification. If during the two (2) week trial period the employee is unsatisfactory in the new classification, he shall revert to his former classification and notice and reasons shall be submitted to the Union in writing by the Employer, with a copy to the employee.

During the trial period, employees will receive the rate of the classification to which they have been promoted.

The Employer will notify the Union's president and chief steward in writing of the person selected for any job vacancy in the bargaining unit.

In the event the applicant with the most seniority is not selected for the vacancy, reasons for denial shall be given in writing to such employee with a copy to the steward of the district.

SECTION XXI

Contracting and Subcontracting

A special conference, as provided for in Section XI (Special Conferences), will be held at a mutually convenient time, if requested by the Union to discuss specific questions raised by the Union in connection with the contracting and subcontracting of work regularly and customarily performed by bargaining unit employees to sources outside the unit, to develop a background of experience for future guidance.

In the event that contracting or subcontracting of work, regularly and customarily performed by bargaining unit employees, results in the displacement of regular unit employees, the Employer will endeavor to place the displaced employees in jobs that may be available in other operations on campus, provided that the employee has the ability to do the work.

If employees are to be laid off as a result of contracting or subcontracting, the Layoff Procedure of Section XVII—1 (c) will be followed, i.e., employees (including seasonal employees) to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of lay-off. The Employer will notify the Union of such layoffs on the same date notices are issued to the employees.

SECTION XXII

Leaves of Absence

(A) PERSONAL LEAVE

Leaves of absence up to three (3) calendar months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere or for self employment. 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.

(B) EDUCATIONAL LEAVE FOR VETERANS

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

(C) MILITARY TRAINING LEAVE

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed up to fifteen

(15) days' leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

(D) JURY DUTY

An employee with seniority who loses time from work during his regular schedule of hours because of jury duty, will be paid the difference between his pay for jury duty and his regular pay, if his jury pay is less. An employee temporarily excused from attendance at court shall report for work during the excused period.

(E) LEAVE FOR UNION BUSINESS

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

(F) MATERNITY LEAVE

A woman employee with at least two (2) years seniority who becomes pregnant shall, upon request, be allowed a leave of absence not to exceed a period of seven (7) months.

The Employer may require a physician's statement concerning the expected date of delivery and whether it would be injurious to the woman's health to work. Providing, that in the judgment

of a physician designated by the Employer, she can safely and adequately perform her work during pregnancy, she may remain at work through the seventh (7th) month of pregnancy, but in no event shall she remain at work beyond the seventh (7th) month of pregnancy.

(G) APPLICATION FOR LEAVE OF ABSENCE

Applications for leaves of absence must be approved by the employee's Department Head before being sent to the Employee Relations Office for consideration.

(H) RETURN FROM A LEAVE OF ABSENCE

An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed so as to make it unreasonable to do so. In such event he shall be placed at the top of the layoff list.

Applications for reinstatement from a leave of absence must be made to the Employee Relations office before the leave expires.

SECTION XXIII

Extended Military Leave

Upon application to the Employee Relations office, a military leave of absence (without pay),

for a normal tour of duty, will be granted to employees who have acquired seniority. This applies to employees who are inducted through Selective Service, voluntarily enlist, or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

An employee returning to work from an extended military leave of absence shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from extended military leave must be made within thirty (30) calendar days after his release; otherwise he shall not be eligible for return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from extended military leave shall be limited by applicable laws and regulations.

SECTION XXIV

Union Bulletin Boards

(A) The Employer will provide enclosed locked bulletin boards in each district which may be used exclusively 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.

(B) The bulletin boards shall not be used by the Union for posting or distributing pamphlets of political matters. Any use not listed in paragraph A above shall be subject to approval by the Employer.

SECTION XXV

Working Hours

A. SHIFT DIFFERENTIAL

Employees who commence work during the second or third shift shall receive, in addition to their regular pay, eight (8) cents per hour and fifteen (15) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

B. SHIFT HOURS

The first shift is any shift that regularly starts on or after 5:00 a. m. but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p. m. The third shift is any shift that regularly starts on or after 8:00 p. m. but before 5:00 a. m.

C. REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded and followed by an extended work period;

thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

D. CALL-IN PAY

An employee reporting for emergency duty at the Employer's request, for work of which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours' pay 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.

E. WORK IN HIGHER CLASSIFICATION

If an employee is temporarily assigned (for one day or more) to a classification with a higher maximum rate, he shall receive an increase of ten cents (10c) per hour or the minimum rate for the higher classification, whichever is greater; except as provided for in paragraph 1 (a), Section XVII, Layoff Procedure.

F. TIME AND ONE-HALF

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

G. OVERTIME PYRAMIDING

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

H. WASH-UP TIME

Employees will be given such time as is necessary and reasonable, as required by the nature of their job, prior to end of shift to wash up and change uniforms, if used.

SECTION XXVI

Equalization of Overtime Hours

Overtime hours shall be divided as equally as possible among employees in the same classification in their district. An up-to-date list showing overtime hours will be posted every ninety (90) days in a prominent place in each district.

When overtime is required, the person with the least number of overtime hours in that classification within his district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification, provided they have the ability to do the work.

For the purpose of this clause, time not worked because the employee does not choose to work, will be charged against the employee's overtime equalization record, such charge to be two (2) hours or the average number of overtime hours of the employees working during that callout or overtime period.

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

Employees who change classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they are reclassified.

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

SECTION XXVII

Holidays

The following paid legal holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, three (3) paid declared holidays will be granted: the day preceding Christmas Day, the day preceding New Year's Day, the afternoon of Good Friday, and one-half (1/2) day for K-Day. If the tradition of K-Day is dropped during the time this Agreement is in effect, employees will be paid for a one-half (1/2) day declared holiday on a different date, which

will assure employees of receiving nine (9) paid holidays during the fiscal year.

To be eligible for holiday pay, the employee must have working status during the normally scheduled work week in which the holiday falls. Holidays during vacation or sick leave shall not be counted as a part of vacation or of sick leave time.

An employee required to work on a holiday shall be paid for the holiday in the same way as employees not required to work, plus pay at the rate of time and one-half for hours worked on the holiday.

If an employee is laid off for the period between the end of the fall term and the beginning of winter term because of lack of work, he will receive holiday pay for Christmas Day and New Year's Day.

If an employee is laid off for the period between the end of the spring term and the beginning of fall term because of lack of work, he will receive holiday pay for Independence Day.

SECTION XXVIII

Vacation

The existing vacation program in effect as of the effective date of this Agreement shall remain in full force and effect for the life of this Agreement.

1. ELIGIBILITY FOR VACATION

Vacation time begins to accumulate with the date of employment, but does not become

available to the employee until he has completed six calendar months of employment.

2. VACATION ACCRUAL

Vacation time shall accumulate as follows:

—during first year of employment, one day per month.

—during second through seventh year of employment, $1\frac{1}{4}$ days per month.

—during eighth and subsequent years of employment $1\frac{1}{2}$ days per month.

Paid employment of not less than five (5) working days (or 40 hours) in a biweekly pay period shall count as a whole biweekly period in computing vacation time. Vacation time shall accrue to the employee on a biweekly basis. Unused vacation time shall not be accumulated beyond twenty-seven (27) days.

3. SCHEDULING OF VACATIONS

Vacation time off shall be taken at the convenience of the department, office, or division in which the employee works. It shall, however, be the Employer's responsibility to insure the employee an opportunity for full vacation time off within the allowable period during which vacations may be taken, and the Employer will make a sincere effort to accommodate the vacation plans of the employee. Ten (10) of these days must be consecutive if requested by the employee.

In case of conflict between employees as to scheduling of vacations, such conflict shall be resolved in favor of the employee with the greatest seniority.

4. PAY IN LIEU OF VACATION

Pay in lieu of vacation is not allowable except as terminal pay on leaving University employment.

5. ADVANCE VACATION TIME

When earned vacation time is exhausted, any further absence shall be treated as time off without pay unless such absence is properly charged to sick leave.

6. PAYMENT TO BENEFICIARY

In case of the death of an employee, payment of unused vacation time shall be made to his beneficiary. Such payment shall be made at his last rate of pay.

SECTION XXIX

Sick Leave

A. Employees shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year. Such sick leave shall accrue to the employee on a biweekly basis. Maximum accrual is one hundred (100) working days. Employees may use credited sick leave after they have completed their first month of service. Paid employment of not less than five (5) working days (or forty hours) in a biweekly pay period shall count as a whole biweekly period in computing sick leave credit.

B. 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 by reason of quarantine by a public health officer 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 appointments and dental appointments for extractions or treatment to the extent of time required to complete such appointments.
4. Absences required by the illness or injury to members of the immediate family who, in this instance, shall include the following:

Spouse	Parents-in-law
Children	Brothers
Parents or	Sisters
Foster Parents	
Other Direct Dependents	

5. For funeral leave. (Section XXX)
6. A physician's statement or a sworn affidavit may be required to sustain a claim of absence because of illness.

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

D. An employee who suffers injury compensable under the Workmen's Compensation Act shall be

paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave, prorated. If sick leave is exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted.

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

F. Employees who are laid off shall have credited to them any unused sick leave previously earned, effective under the terms of this section at the time they are recalled. This provision shall not apply to rehires.

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

H. An employee who transfers from one district to another shall transfer with him any unused sick leave.

I. Employees on leave of absence or layoff shall not accumulate sick leave during such period.

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

K. An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the retirement act, shall be paid for one hundred per cent (100%) of his unused sick leave up to a maximum of one hundred (100) days. To qualify for such payment, the employee must be entitled to retirement benefits under the Michigan Public School Employees Retirement Plan at the time of his separation from the Employer.

L. An employee who retires on or after age 65, or retires due to a total and permanent disability, shall be paid for one hundred per cent (100%) of his unused sick leave up to a maximum of one hundred (100) days. The criteria used to determine total and permanent disability shall be that used by the Michigan State Public School Employees Retirement System.

M. In case of the death of any employee, payment of one hundred per cent (100%) of his unused sick leave up to a maximum of one hundred (100) days shall be made to his beneficiary. Such payment shall be made at his last rate of pay.

SECTION XXX

Funeral Leave

A. If a death occurs among members of an employee's immediate family or household, the employee shall be granted up to three (3) days

leave with pay chargeable to accumulated sick leave.

DEFINITION OF IMMEDIATE FAMILY OR HOUSEHOLD:

The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, or the father or mother or foster parent of either employee or spouse. Additional leave may be granted in special cases, subject to the approval of the Employer, such additional leave to be chargeable to sick leave or to be without pay.

B. If a death occurs among the relatives of an employee, the employee shall be granted one day's leave with pay chargeable to sick leave in order to attend funeral services and ceremonies.

C. In the event the employee's accumulated sick leave has been exhausted, the funeral leave of paragraph A and B will be treated as not chargeable to accumulated sick leave and shall be without loss of time or pay.

D. Permission may 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, subject to appropriate arrangements with their supervisors as to work schedules and not to exceed four (4) hours.

SECTION XXXI

Hospitalization Medical Coverage

The Employer agrees to contribute four dollars and nineteen cents (\$4.19) per pay period to hospitalization medical coverage for the employee and his family, under the group plan for the University, but in the case where the employee alone is covered, the Employer will contribute only the single subscriber rate up to a maximum of four dollars and nineteen cents (\$4.19) per pay period.

SECTION XXXII

Pensions

The Pension system shall be that of the Michigan Public School Employees Retirement System administered by the Retirement Board.

SECTION XXXIII

Uniforms

The Employer will supply uniforms in those cases where the employee is required to wear such uniforms as a condition of employment. Currently, this would include food service employees, bus drivers and watchmen. For food service employees two uniforms will be provided during the first year and one additional set each subsequent year. Two uniforms will be issued to bus drivers and watchmen, and one additional uniform each

subsequent year providing a uniform of the preceding year is not of acceptable appearance. In addition, jackets, aprons and caps will be provided where appropriate in the food service areas. Employees shall be responsible for the laundry, care and maintenance of their uniforms.

SECTION XXXIV

Safety Committee

A safety committee of not more than ten (10) employees and the Employer's Representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month, during regular working hours for a period not to exceed two (2) hours, for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice or rule, then one union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

SECTION XXXV

Strikes and Lockouts

Because the grievance and arbitration procedure herein provides for an orderly settlement of

disputes concerning the application of the terms of this Agreement, Local No. 1166, and Council No. 7 of the American Federation of State, County and Municipal Employees, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit downs, slowdowns, stoppages of work, picketing, or any acts of any similar nature which would interfere with the orderly operation of the University, that it will not otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

The Employer agrees it will conduct no lockout during the term of this agreement.

SECTION XXXVI

Wages

Wage rates shall be in accordance with the schedule included as Appendix A.

SECTION XXXVII

Longevity Pay

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

SECTION 1

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

SECTION 2

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

SECTION 3

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 4

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, 1967.

SECTION 5

Effective October 1, 1967, pro-rated payments shall be made to those employees who retire under

the University retirement plan prior to October 1, 1968, 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 day of retirement, separation or death, and shall be made as soon as practicable thereafter.

SECTION 6

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 7

Longevity Pay Schedule

CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
7 or more and less than 11 years	2% of annual wage
11 or more and less than 15 years	3% of annual wage
15 or more and less than 19 years	4% of annual wage
19 or more and less than 23 years	5% of annual wage

23 or more and less	
than 26 years	6% of annual wage
26 or more years	8% of annual wage

SECTION XXXVIII

Termination or Modification

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

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

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

either party on ten (10) 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.

(c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Secretary-Treasurer of Local 1166, with a copy to Secretary-Treasurer of Council 7, AFSCME, AFL-CIO, and if to the Employer, addressed to Director of Employee Relations, Michigan Technological University, or to any such address as the Union or the Employer may make available to each other.

SECTION XXXIX

Effective Date

This Agreement shall become effective September 7, 1967.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: September 7, 1967.

EMPLOYER

/s/ Edward J. Koepel
Director, Employee Relations
Michigan Technological University

/s/ W. T. Eilola
Budget Officer
Michigan Technological University

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

/s/ Charles Minner
Staff Representative
Council 7, AFSCME, AFL-CIO

/s/ Douglas G. Hiltunen
President, Local 1166

/s/ Ray Saarinen
Chief Steward, Local 1166

APPENDIX A

	RATE A	RATE B
Food Service Helper I	1.60	1.71
Food Service Helper II	1.72	1.94
Food Service Helper III	1.95	2.20
Food Service Utility I	1.72	1.92
Food Service Utility II	1.95	2.20
Cook, Baker, and Butcher I	1.85	2.10
Cook, Baker, and Butcher II	2.15	2.45
Cook, Baker, and Butcher III	2.50	2.88
Housekeeper I	1.60	1.71
Housekeeper II	1.72	1.92
Janitor	1.88	2.28
Building Attendant	2.40	2.58
Ski Lift Operator, Ski Area Attendant	1.88	2.26
Trades Helpers (Carpenter, Painter, Plumber, Fireman, Mechanic, Machinist, Steam Fitter), Stores Clerk	2.08	2.46
Carpenter I, Painter I, Plumber I, Fireman, Steam Fitter, Storekeeper I, Maintenance Mechanic I	2.48	2.88
Carpenter II, Painter II, Plumber II, Steam Plant Fireman, Maintenance Mechanic II	2.89	3.17

Lab. Technician I	2.26	2.51
Lab. Technician II	2.68	3.08
Equipment Operator I	1.98	2.31
Equipment Operator II	2.50	2.78
Bus Driver	2.50	2.78
Electrician Trades Helper	2.18	2.51
Electrician I	2.58	2.97
Electrician II	2.98	3.31
Groundsman	1.88	2.28
Maintenance Machinist	2.89	3.17
Machinist	3.08	3.48
Lab Machinist	3.28	3.58
Stock Clerk	1.88	2.26
Watchman	2.28	2.69

NEW HIRES—RATE A

Promotion to higher class—rate A or 10c per hour, whichever is greater, provided that the employee shall not receive a rate greater than rate B for his new classification.

In the absence of a new collective bargaining agreement altering the provisions of this agreement, employees will progress toward the B rate in increments of 10c per hour or one third of the difference between rate A and rate B, whichever is greater, at intervals of twelve months in classification.

September 7, 1967

Michigan State Employees Union
Council 7, AFSCME
805 West Allegan Street
Lansing, Michigan 48915

Dear Sir:

DEFINITION OF EMPLOYEES

The University agrees that for the term of the September 7, 1967, agreement between Michigan Technological University and Local No. 1166 and Council 7 of the American Federation of State, County and Municipal Employees, AFL-CIO, that foremen and temporary part-time employees shall not perform overtime work in any job classification of the bargaining unit for which regular unit employees are available, except in the case of an emergency, operational difficulty, testing of materials, instruction, training, or demonstration, or when regular unit employees refuse overtime or do not have the ability to do the work.

WORK OF FOREMEN

Further, though it is not intended that foremen do not work at all, it is agreed that foremen will not regularly and routinely perform on a day to day basis duties that are normally performed by the regular employees of the bargaining unit except in case of an emergency, operational diffi-

culty, testing of materials, instruction, training, or demonstration, or when regular unit employees do not have the ability to do the work.

Very truly yours,
Edward J. Koepel
Director, Employee Relations

ACCEPTANCE OF UNION:

/s/ Douglas G. Hiltunen
Local 1166

/s/ Charles Minner
Council 7