

Sept. 15th, 1974

an agreement between

**MICHIGAN TECHNOLOGICAL
UNIVERSITY**

and

**AFSCME, COUNCIL 7
LOCAL UNION 1166**



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AFSCME, COUNCIL 7
LOCAL UNION 1166

October 15, 1972 through September 15, 1974

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AGREEMENT

This Agreement is made and entered into this 15th day of October 1972, 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 neither add to nor subtract from the meaning, but are for reference only.

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

PURPOSE AND INTENT OF THIS AGREEMENT

The purpose of the University and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations for the mutual interest of the employer and employees of the Union.

The University and the Union recognize the University is committed to a policy of affording equal opportunity to all its employees and applicants for employment without regard to race, religion, color, national origin, age, or sex, except where sex is a bona fide occupational exclusion.

Officials respectively representing the University and the Union, will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet to appraise their administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal and to improve understanding between their respective representatives and among employees. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement.

SECTION 1

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 all other conditions of employment for 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 2

DEFINITION OF EMPLOYEES

The terms "employee" and "employees" as used in this Agreement (except where the Agreement 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 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 Employer 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 scheduled to work not more than thirty-two (32) hours per calendar week.

The term "regular employee" shall mean an employee who fills an established position and who is not a temporary replacement.

SECTION 3

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, means and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the rights to change or introduce new or improved operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees; (5) and the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

SECTION 4

AID TO UNIONS

The Employer will not aid, promote or finance any labor group or labor 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.

It is agreed that neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee of the Employer, whether represented by the Union or not, with respect to his work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership, and further that there shall be no solicitation of non-bargaining unit employees for Union membership or dues on Employer's time.

The Employer shall not discriminate against, restrain or coerce any employee with respect to or because of his membership or lawful Union activity, or shall the Employer initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization.

SECTION 5

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 month which is equal to the monthly 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 6

CHECKOFF OF UNION DUES

During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this section, 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 thirty (30) calendar days prior to the end of the month.

The Employer agrees to deduct each month the Union dues levied in accordance with the constitution and by-laws of the Union as certified by the financial officer of Council 7, or to deduct a service charge equal to such dues. The total amount of dues and/or service charge deductions shall be sent to Secretary-Treasurer, Council 7, AFSCME, AFL-CIO, 501 S. Capitol Ave., Lansing, Michigan, 48933, 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 checkoff 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 checkoff following the end of each month 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 month in which the authorization for withholding of dues form is received, provided such authorization is received twenty-one (21) days prior to the end of the month. Any voluntary dues or service charge deduction authorization form which is incomplete or in error will be returned to the Secretary-Treasurer, Council 7, AFSCME, AFL-CIO, 501 S. Capitol Ave., Lansing, Michigan, 48933, 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 by-laws, 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. In addition, 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 section and/or Section 5, Union Security, or reliance on any list, notice, certification or authorization furnished under this section and/or Section 5, Union Security.

SECTION 7

REPRESENTATION OF STEWARDS

- 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 who shall be a regular employee working in the district.
- C. The stewards, during their working hours, without loss of time or pay, in their own district and in accordance with the terms of this section, may, if an aggrieved employee requests the assistance of a steward for an orderly grievance hearing for a written second step grievance, be permitted to leave their work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and stewards will perform their assigned work at all times, except when given permission to leave their work to handle grievances as provided herein. In the absence of the steward, the chief steward may function as the steward. In the absence of both the steward and chief steward the Union President may function as the steward. Any alleged abuse by either party will be a proper subject for a special conference.
- D. The chief steward, during his working hours, without loss of time or pay and in accordance with the terms of this section, may, if an aggrieved employee requests the assistance of the chief steward for an orderly grievance hearing for a written third-step grievance, be permitted to leave his work station to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The supervisor shall grant permission and provide sufficient time to the chief steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the chief steward 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 chief steward will perform his assigned work at all times, except when given permission 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.

- E. A steward or chief steward, upon entering the area of a supervisor other than his own, will notify that supervisor of his presence and the reason for being in that area.
- F. The Union will furnish the Director of Employee Relations with the names of its authorized representatives (officers, chief steward, and stewards) 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 immediate supervisors and department heads or their respective designated representatives for the purpose of processing grievances.
- G. Employees and stewards required by the Employer to remain after their working hours to meet with representatives of the Employer to adjudicate grievances or disputes will be paid for such time.

SECTION 8

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, during working hours without loss of time or pay, 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, he may submit the grievance in written form to his departmental 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. If the aggrieved employee wishes, he may have his steward assist him in the written presentation.

Upon receipt of the written grievance, the department head, or his designated representative, shall set a place and time within five (5) calendar days, during working hours without loss of time or pay, for a grievance hearing. If the aggrieved employee wishes, he may have his steward assist him at the grievance hearing. Whether or not his steward assists at the grievance hearing, 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 second-step grievance hearing, whichever time is later, the written grievance may be submitted to a three-person 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 a grievance hearing is mutually agreeable, the Review Committee and the Union shall set a mutually agreeable time and place within seven (7) calendar days, during working hours without loss of time or pay, for the third-step grievance discussion with the intent of both parties to resolve the issue. If the aggrieved employee wishes, he may have the chief steward and not more than two (2) employees or non-employees assist him at the grievance hearing and the two (2) employees shall suffer no loss of time or pay. Whether or not the chief steward assists in the preparation or oral presentation of the grievance, the chief steward shall receive a copy of the written decision.

If a grievance which is arbitrable under Section 9 cannot be settled within ten (10) calendar days after the date of the third-step presentation to the Review Committee, it may be referred to arbitration.

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.

If a time limit is not observed by the Employer after receipt of the written grievance at the second step, the grievance shall be considered settled in favor of the aggrieved employee, 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 II 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 9

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 twenty-two (22) 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 twenty-two (22) 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. The 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 10

DISCHARGE AND DISCIPLINE

The Employer shall not discharge employees or take other disciplinary action without just cause.

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

An employee ordered to leave his work for disciplinary reasons, shall, before leaving the Employer's premises, have the right to consult his steward at a place and a reasonable length of time provided by the Employer. Exception may be made to this provision, with immediate action taken by the Employer to remove an employee from the premises in cases involving drunkenness, violence, willful destruction of property, etc.

The Employer shall give the employee, with copies to the Union President and chief steward, written notice of any disciplinary action involving demotion, layoff, or discharge within two days after such action.

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, and discharge;
- (b) is presented in writing within two 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.

Failure to submit a written grievance by the employee within the two-day period constitutes a waiver of all claims concerning such disciplinary demotion, layoff or discharge.

SECTION 11

SPECIAL CONFERENCES

Special conferences between the Union and the Employer for the purpose of considering matters of mutual interest may be arranged and held at a mutually convenient place and time. Arrangements for such 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 conference 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 conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

SECTION 12

SENIORITY

Seniority as referred to in this Agreement means plant-wide seniority except as it applies to promotions as provided for in Section 21, Promotions.

An employee's "seniority date" shall mean the date on which an employee last began work as a "regular employee," even though on probationary status.

Seniority will continue to accumulate during (a) periods of absence authorized by and consistent with this Agreement, (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).

The Employer shall prepare and maintain a seniority list which shall show the names, seniority date, 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, and likewise post in each department a list showing the seniority of departmental employees.

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.

SECTION 13

LOSS OF SENIORITY

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

- A. He quits;
- B. He retires;
- C. He is discharged and the discharge is not reversed through the grievance procedure.
- D. He does not indicate a willingness within seven (7) calendar days to return to work from layoff within ten (10) days after being notified by the Employer;
- E. 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;
- F. 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;
- G. He is absent from work for five (5) consecutive working days without notifying the Employer, except when the failure to return is due to circumstances beyond the control of the employee; or
- H. He fails to return from sick leave or a leave of absence within five (5) working days after termination of his leave, except when the failure to return is due to circumstances beyond the control of the employee.

SECTION 14

SHIFT PREFERENCE

The Employer will, upon written request to the Employee Relations Office, make shift assignments on the basis of seniority within the classification as job vacancies occur, providing the employee can meet job requirements and his replacement is available.

SECTION 15

SUPER SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the president, vice-president, financial 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.

SECTION 16

SENIORITY OF STEWARDS

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 17

SENIORITY OF NEGOTIATING COMMITTEE MEMBERS

Notwithstanding their position on the seniority list, members of the local Union negotiating committee (while actively engaged in negotiations) shall, in the event of a layoff only, be continued at work as long as there is a job in their district for which they have the ability to do the work and shall be recalled to work in the event of a layoff for the first job opening in their district for which they have the ability to do the work. The committee shall be limited in size to four (4) members and shall consist of the president, chief steward and two (2) other regular employees from the bargaining unit.

SECTION 18

LAYOFF AND RECALL

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

Employees with the least seniority in their Seniority Group shall be removed first, provided that those remaining at work have the ability to do the work which is available, and provided that during such layoff, probationary, temporary and part-time employees in the Seniority Group shall be removed prior to any involuntary layoff of regular employees. 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 Group, he shall replace that employee with the following exceptions:

1. The Employer shall not be required to promote an employee at time of layoffs unless the employee has previously performed the higher rated job and has the ability to do the work.
2. Food service employees, when laid off from their regular position, shall be offered available work within their respective Seniority Group at their regular rate of pay. If no work is available in their Seniority Group, work, if available, will be offered in other operations on campus provided they have the ability to do the work.

3. Because of vacation periods and conditions beyond the Employer's control, adjustments of the food service work force (layoff of food service employees) may be made without application of the regular layoff procedure, providing the employee with the most seniority, in the Seniority Group, who has the ability to do the work available will be given preference. If such adjustment continues for more than ninety (90) days, the Employer will then follow the regular layoff procedure.
4. 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.
5. The Employer will continue to pay the employer's contribution toward the premiums of the Group Medical Insurance and the Group Life Insurance for food service employees who are laid off for the summer.

Employees who are laid off for an indefinite period of time may continue to participate in the Group Medical Insurance and Group Life Insurance program for a period of up to nine (9) months. During this period the employee is required to pay the full premium for the insurance plans.

- B. When employees are recalled from layoff because of an increase in work, the employees with the greatest seniority shall be recalled in order of seniority, provided they have the ability to do the work which is available. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and has the ability to do the work. 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 procedure, "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 19

PROBATIONARY EMPLOYEES

An employee is a probationary employee for his first ninety (90) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with ninety(90) 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 20

NOTICE OF JOB VACANCY

Notice of job vacancies will be posted for a period of seven (7) calendar days in conspicuous places in the work areas of the Employer. Employees interested shall apply within the seven (7) calendar day posting period.

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.

The Employer will discuss with the Union's president, within fourteen (14) calendar days after an employee vacates a bargaining unit position, the Employer's plans regarding the vacated position.

SECTION 21

PROMOTIONS

Promotions shall prevail over lateral transfers.

A. Promotions and lateral transfers shall be made on the following basis:

1. First consideration shall be given to employees in the classification series in the same Seniority Group who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given to the employee with the most seniority in the classification series.
2. In the event the promotion or lateral transfer is not made under 1, consideration shall next be given to other employees within the Seniority Group in other classifications who have the ability to do

the work for the job under consideration. In the event there is more than one applicant for the promotion or lateral transfer, consideration shall be given the employee with the most seniority in the Seniority Group.

3. In the event the promotion or lateral transfer is not made under 1 or 2, consideration shall next be given to other employees in the bargaining unit who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the promotion or lateral transfer, consideration shall be given the employee with the most seniority in the bargaining unit.
4. If no interest is shown from within the bargaining unit, or if applicants do not have the ability to do the work, the manner in which the job will be filled will be at the sole discretion of the Employer.

B. For the purposes of promotions or lateral transfers, "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. Where ability is equal, seniority shall prevail. 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. For purposes of this Agreement, promotion is a transfer to a higher rated job intended to be permanent and lateral transfer shall be defined as a transfer to another job classification or same job classification in another department at equal or lower rate of pay.

C. An employee qualified for promotion or lateral transfer under the terms of subsection A above, and who has the ability to do the work shall be granted a two-week trial period to determine:

1. his desire to remain on the job,
2. his ability to perform the job.

During the two-week trial period, the employee shall have the opportunity to revert to his former classification. If during the two-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.

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

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

- F. For the purpose of lateral transfer only, a period of twelve (12) months must have elapsed since the employee last changed his job.

SECTION 22

CONTRACTING AND SUBCONTRACTING

During the term of this Agreement the Employer will not contract out work which is being exclusively performed by the bargaining unit at the time of the signing of this Agreement, so long as the Employer has the proper equipment and sufficient skilled personnel to perform such work economically and timely. In the event the Employer finds it necessary to contract out such work it will, except in case of emergency, give the local Union written notice and will meet with the Union Bargaining Committee to advise as to the reasons for such contracting out at least ten (10) working days prior to the time the work is contracted out. The foregoing shall not apply to new construction and major alterations and repairs.

No full time employee in the bargaining unit at the time of the signing of this Agreement will be terminated from employment in the event his or her job is eliminated due to contracting out of work.

SECTION 23

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 shall 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 24

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 25

UNIFORMS

All New Hires within the bargaining unit will be issued two (2) uniforms upon completion of their probationary period.

All other employees within the bargaining unit, who have been furnished uniforms, will be issued one uniform each subsequent year providing a uniform of a preceding year is not of acceptable condition or appearance. If reported immediately, the Employer will replace Employer-provided uniforms that become damaged or unacceptable in appearance because of performance of regular duties. Any additional uniforms required shall be furnished by the employee. Badges, emblems, etc. will be provided by the University and the employee will sew them on or affix in an otherwise prescribed manner to all uniforms to be worn on the job.

Employees shall be responsible for the laundry, care and maintenance of their uniforms.

Each employee is required to wear his work uniform, properly laundered and of good appearance during all working hours.

SECTION 26

OVERTIME

A. Overtime Premium

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 workday.
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.

B. Pyramiding

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

C. Equalization

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. In this connection the University need not call in an employee to work rather than extend the shift of an employee already at work, or in cases of emergency, the Employer may call the most available employee. 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 three (3) hours or the average number of overtime hours of the employees working during that call out 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 27

SHIFT DIFFERENTIAL

Employees who commence work during 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.

For the purpose of determining the periods for which shift differential will apply, the first shift is any shift that starts on or after 5:00 a.m. but before 12:00 noon. The second shift is any shift that starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that starts on or after 8:00 p.m. but before 5:00 a.m.

SECTION 28

REPORT-IN PAY

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 29

CALL BACK PAY

An employee reporting for duty at the Employer's request for work which is outside of and not continuous with the employee's scheduled work period, shall be guaranteed three (3) hours' pay at the rate of time and one-half.

SECTION 30

WORK IN HIGHER CLASSIFICATION

If an employee is temporarily assigned (for four [4] hours, one-half [1/2] day or more) to a classification with a higher maximum rate, the employee shall receive an increase of ten cents (10¢) per hour or the minimum rate for the higher classification, whichever is greater, for the entire shift; except as provided for in paragraph 2, Section 18, Layoff and Recall.

SECTION 31

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.

SECTION 32

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 33

HOLIDAYS

- A. The following legal holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, four (4) paid declared holidays will be granted: the day after Thanksgiving Day, 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 ten (10) paid holidays during the fiscal year. When a holiday falls on a Sunday, it may, at the discretion of the Employer, be observed on the following Monday, and when a holiday falls on a Saturday, it may, at the discretion of the Employer, be observed on the preceding Friday.
- B. Each full-time employee, other than an employee on layoff (except as otherwise herein provided) or on any leave of absence, shall receive eight (8) hours' pay at his hourly rate for the holiday, and four (4) hours' pay for the one-half (1/2) holiday, provided the employee meets the following eligibility requirement:

The employee works the day prior to and the day following the holiday, unless failure to work on either or both such days is excused because if (1) personal sickness or injury as provided in Section 35, (2) approved vacation, or (3) other

extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

- C. In addition to the holiday pay as provided in paragraph B above, an employee who works on the holiday will be paid for the time worked at one and one-half times his hourly rate. To the extent that time worked is paid pursuant to this section, it shall not be considered time worked under Section 26, Subsections A and B.
- D. Holidays during vacation or sick leave shall not be counted as a part of vacation or of sick leave time.
- E. Food service employees in Seniority Group A, who are on a temporary layoff, will receive holiday pay for all holidays during the temporary layoff.

SECTION 34

VACATIONS

A. 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 (6) calendar months of employment. Therefore, no employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before he has completed six (6) calendar months of employment.

B. 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 1/4 days per month,
- During eighth and subsequent years of employment, 1 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-eight (28) days.

C. Pay in lieu of Vacation Time

An employee will receive pay in lieu of paid vacation time (i. e., without taking actual time off from work) only after completion of six (6) calendar months of employment and then only under the following circumstances:

1. Retirement; or
2. Resignation; or
3. Death, in which case the beneficiary will be paid.

D. Pay for Accrued Vacation Time

1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken times the number of hours of accrued paid vacation time scheduled and used (not to exceed eight [8] hours in a day or forty [40] hours in a week) and shall be paid to the employee on his regular pay day.
2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in paragraph C occurs, times the number of hours of accrued vacation time up to a maximum of 224 hours.

E. 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, provided, however, that the Employer may elect to close down any or all of its operations and schedule vacations during the closedown period. 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.

F. Vacation in lieu of Sick Leave

At the request of an employee, an absence covered by Section 35, Sick Leave, may be charged against accrued vacation time after all payments under Section 35, Sick Leave, have been exhausted.

G. Holidays during Vacation

If a day observed by the Employer as a holiday as provided in Section 33, Holidays, occurs during an employee's vacation, he shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

SECTION 35

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 and thirteen (113) working days, or nine hundred and four (904) hours. 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 [40] 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 treatments 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 Foster Parents | Sisters |
| Other Direct Dependents | |
 5. For funeral leave (Section 36)
 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 at the employee's request be paid from 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 during a declared national emergency, shall, upon reemployment by the University, have credited any unused sick leave previously earned; provided that such reemployment 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. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken times the number of hours of accrued sick leave used (not to exceed eight [8] hours in a day or forty [40] hours in a week) and shall be paid to the employee on his regular pay day.
- K. At the conclusion of an employee's sick leave the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.
- L. Pay in lieu of Sick Leave

An employee will receive pay in lieu of paid sick leave time (i. e., without actually taking time off from work) only after completion of one calendar month of employment and then only under the following circumstances and as provided below:

1. 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 percent (100%) of his unused sick leave up to a maximum of eight hundred (800) hours. 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.
2. An employee who retires on or after age 65, or retires due to a total and permanent disability, shall be paid for one hundred

percent (100%) of his unused sick leave up to a maximum of eight hundred (800) hours. The criteria used to determine total and permanent disability shall be that used by the Michigan Public School Employees' Retirement System.

3. In case of death of any employee, payment of one hundred percent (100%) of his unused sick leave up to a maximum of eight hundred (800) hours shall be made to his beneficiary. Pay in lieu of sick leave time shall be at the employee's hourly rate, at the time the event set forth in paragraph L occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours.

SECTION 36

FUNERAL LEAVE

- A. If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) 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 37

LEAVES OF ABSENCE

A. MEDICAL

A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave payments under Section 35, Sick Leave, and vacation payments under Section 34, Vacations, may be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer.

The leave of absence may be for the period of continuing disability, but not to exceed three months, unless extended by the Employer. In no case, however, shall a leave and extensions exceed one year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

B. PERSONAL

A non-probationary employee may be granted, at the discretion of the Employer, a leave of absence without pay for a period not to exceed six months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one year.

C. 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 four (4) years in order to attend school full time under applicable federal laws in effect on the date of this Agreement. The leave of absence shall be granted for a continuous period of time equal to the length of the seniority of the employee or the four-year maximum.

D. MILITARY TRAINING LEAVE

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

E. JURY DUTY AND WITNESS SERVICE

An employee who loses time from work during his normal schedule of

work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Employee Relations Office a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period.

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

G. MATERNITY LEAVE

A woman employee who becomes pregnant shall, upon written request, be allowed a leave of absence not to exceed a period of twelve (12) months.

The Employer shall require a physician's statement as to the expected date of delivery and whether it would be injurious to the woman's health to work during pregnancy. Providing that in the judgment of the Employer's physician, or a physician designated by the Employer, she can safely and adequately perform her work during pregnancy, she may remain at work until such time as it is determined she no longer meets these conditions. The Employer may require a periodic physician's statement concerning the condition of the woman and the advisability of continuing to work.

H. 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.

I. RETURN FROM A LEAVE OF ABSENCE

Applications for reinstatement from a leave of absence must be made to the Employee Relations Office before the leave expires. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

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 as to make it unreasonable to do so. In such event he shall be placed at the top of the layoff list.

J. GENERAL CONDITIONS

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

Subject to, and consistent with, the Group Life Insurance Plan and the Group Hospitalization Medical Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Employer.

During a leave of absence, both the Employer's and the employee's contributions to the Michigan Public School Employees' Retirement System are discontinued and benefits do not accrue, are not forfeited, nor can they be withdrawn.

Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for the first sixty days of a personal leave of absence and shall be retained thereafter.

Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

SECTION 38

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 to 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 39

MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job or his fitness to return to work at the University and the employee is not satisfied with the determination of the physician or physicians designated by the Employer, he may submit a report from a physician of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Employer through its designated physician and the employee's physician shall agree upon a third physician 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 third party shall be shared equally by the Employer and the employee.

SECTION 40

PENSIONS

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

SECTION 41

HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to contribute twenty-four dollars and fifty cents (\$24.50) per month to hospitalization medical coverage for the employee and his family, under the group plan for the Employer, but in the case where the employee alone is covered, the Employer will contribute only the single subscriber rate up to a maximum of twenty-four dollars and fifty cents (\$24.50) per month.

Effective September 16, 1973 the Employer agrees to contribute thirty dollars (\$30.00) per month to hospitalization medical coverage for the employee and his family, under the group plan for the Employer, but in the case where the employee alone is covered, the Employer will contribute only the single subscriber rate up to a maximum of thirty dollars (\$30.00) per month.

SECTION 42

GROUP LIFE INSURANCE

The Group Life Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, consistent with the terms of the Plan, shall not be changed during the term of this Agreement:

| <u>Class No.</u> | <u>Class Definitions</u> | <u>Life Insurance</u> |
|------------------|---|-----------------------|
| | All active full-time employees earning less than: | |
| 1 | \$3600 per year | \$ 3,000* |
| 2 | \$3600 but less than \$6000 | \$ 6,000* |
| 3 | \$6000 but less than \$7200 | \$ 8,000* |
| 4 | \$7200 and over | \$10,000* |

*These amounts reduced by 75% when an employee attains 65 years of age.

DEPENDENT BENEFITS

| Class No. | Spouse | <u>Life Insurance</u> | | | |
|-----------|--------|-------------------------------|-------------------------------|-------------------------------|---------------------------------|
| | | Children 2 wk. to 6 mo. | Children 6 mo. to 2 yr. | Children 2 yr. to 3 yr. | Children 3 yr. to 23 yrs. |
| All | \$1000 | \$100 | \$200 | \$400 | \$500 |

MONTHLY PREMIUMS

Not more than \$1.06 per \$1000 of protected person insurance plus an additional \$0.83 if the employee elects dependent coverage.

The Employer will pay 50% and the employee will pay 50% of the monthly premiums, excluding dependent coverage.

RETIRED EMPLOYEE PREMIUM

Monthly premium of \$1.06 per \$1000 of protected person insurance. No Employer contribution - entire premium paid by retired employee.

In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the Group Life Insurance Plan shall be subject to the Grievance and Arbitration Procedure of this Agreement, except for questions concerning compliance with the specific provisions of this Article and whether or not an employee has coverage in accordance with the terms of the Plan.

REVISIONS AS OF SEPTEMBER 16, 1973

Effective September 16, 1973, the Employer will provide three thousand dollars (\$3000.00) of basic life insurance coverage to employees who are not enrolled in the Group Life Insurance Plan as of that date at no cost to the employee.

Effective September 16, 1973, the Employer agrees to provide three thousand dollars (\$3000.00) of basic life insurance coverage to employees who are enrolled in the Group Life Insurance Plan as of that date at no cost to the employee, the monthly premium for the remainder of basic life insurance coverage will be shared equally by the Employer and the employee.

The employee will continue to pay the monthly premiums for dependent life insurance coverage.

SECTION 43

STRIKES AND LOCKOUTS

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, slow-downs, 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 44

SUPPLEMENTAL AGREEMENTS

All supplemental agreements must be reduced to writing and shall be subject to the approval of the Employer and the Union (Local 1166, and Council 7). They shall be approved or rejected within a period of thirty (30) days following the date they are filed.

SECTION 45

WAGES

A. Effective September 16, 1972, all employees shall receive an increase

of \$0.17 per hour. The schedule of wage rates that will prevail from September 16, 1972 through September 15, 1974 is given in Appendix B.

SECTION 46

LONGEVITY PAY

All regular employees covered by this Agreement 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:

- A. Longevity pay shall be based on an employee's seniority date with the Employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual earnings for the preceding calendar year as stated in the employee's W-2 form.
- B. 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.
- C. To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.
- D. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1969.
- E. Effective October 1, 1969, prorated payments shall be made to those employees who retire under the Employer's retirement plan prior to October 1, 1970, 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 beneficiary. Such prorated 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.
- F. No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$6,000.

G.

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 47

VALIDITY

If, during the life of this Agreement, any of the provisions contained therein are held invalid by Federal or State laws or directives, it is agreed that such provisions shall thereupon be inoperative and the University and Union will meet for the purpose of negotiating interim changes made necessary by applicable directives. Such interim changes will remain in effect pending a final determination as to their validity. Any cancellation or modification of provisions so required shall not invalidate any other provisions of this Agreement. This action in no way precludes either party from seeking redress through proper channels.

SECTION 48

TERMINATION OR MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., September 15, 1974.

- 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 49

EFFECTIVE DATE

This Agreement shall become effective October 15, 1972.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: October 19, 1972

EMPLOYER

John R. Gooch

John R. Gooch
Director, Employee Relations
Michigan Technological University

William T. Eilola

William T. Eilola
Budget Director
Michigan Technological University

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

Douglas G. Hiltunen

Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

George W. Hiltunen

George W. Hiltunen
President, Local 1166

James T. Campioni

James T. Campioni
Chief Steward, Local 1166

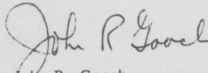
October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

Gentlemen:

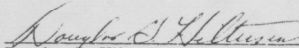
This will confirm our intent to phase out the Lab Machinist classification. The classification will be phased out by not replacing the incumbent employees (J. Gagnon and D. Kalliainen) should they leave the classification, and of course we will not promote or transfer any employees to the Lab Machinist classification nor will we hire any new employee as Lab Machinist.

Very truly yours,



John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION:


George W. Hiltunen
President, Local 1166
Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

October 15, 1972

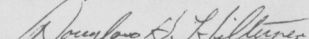
Mr. John R. Gooch
Director, Employee Relations
Michigan Technological University
Houghton, Michigan 49931

Dear Mr. Gooch:

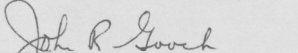
The Union subscribes to the principle of overtime equalization as outlined in Section 26, subsection C, Equalization, but nevertheless is aware of the unusual character of research and academic departments and recognizes the problems that may result from rigid application of subsection C. The Union suggests that in cases of research or academic departments, the Employer need not rigidly apply subsection C but rather shall equalize overtime as equitably as practicable. Any abuse of this arrangement will be proper subject for a special conference. If such problems as occur with respect to this arrangement cannot be resolved via a special conference, this letter will be subject to cancellation by written notice from the Union.

Very truly yours,


George W. Hiltunen
President, Local 1166


Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

ACCEPTANCE BY EMPLOYER


John R. Gooch
Director, Employee Relations
Michigan Technological University

October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

Gentlemen:

In accordance with, and for the term of the current Agreement between the Employer and the Union, we are writing this letter to indicate our understanding of district representation for purposes of the grievance procedure.

There may be a steward and alternate for each of the following districts:

1. Wadsworth Hall
2. Coed Hall
3. Memorial Union Building
4. Douglass Houghton Hall
5. Institute of Mineral Research and all trades in academic departments
6. Campus Buildings
7. Service Building, Grounds and Equipment Operators
8. All trades, firemen, etc. in non-academic departments

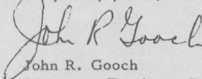
Such steward shall be a regular employee working in the district he represents.

The Union shall furnish the Employer a list of the stewards. Any change in the list should be reported promptly as the Employer will not recognize any employee as a steward unless his name has been submitted by the secretary of the Union.

Oct. 15, 1972

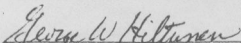
This understanding may from time to time be changed by mutual agreement evidenced in writing.

Very truly yours,

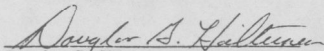


John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen
President, Local 1166



Douglas C. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

Gentlemen:

The Employer agrees for the term of the current Agreement between the Employer and the Union that when employees in the classification of Equipment Operator are temporarily rescheduled to come out early for purposes of snow removal, such Equipment Operators shall be given the option of completing that day's assignment or working to the end of their scheduled shift. Equipment Operators and Groundsmen will be scheduled to work Monday through Friday.

In addition, the Employer agrees to continue its policy of allowing volunteer firemen to leave their scheduled straight time work to respond to fire alarms sounded by their respective fire departments without suffering any loss in time or pay, subject of course to emergency exceptions or cases where undue operational difficulties may result from the employee's absence from work. Such employees will be expected to return to work following the completion of their fire-fighting duties. In order that the Employer may properly administer this policy, it will be necessary for volunteer firemen wishing to be covered by this policy to have their respective fire chiefs verify their position as volunteer firemen on forms provided by the Employer. Such forms may be obtained at the Employee Relations Office. The Employer will not apply this policy to employees unless they have completed forms on file in the Employee Relations Office prior to leaving work for the aforementioned purpose. Employees should understand that abuse of this policy will lead to disciplinary action.

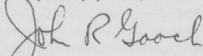
The Employer also agrees that leaves of absence with pay will be granted (upon receiving one-week written notice) to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number of employees to which such leave will be granted will not exceed three (3) employees, and the number of working days will not exceed five (5) for each employee during the term of the Agreement.

The Employer agrees that bargaining unit employees shall be eligible (subject to course prerequisites and requirements) to participate in the tuition refund program for non-exempt employees. Such program provides for a

Oct. 15, 1972

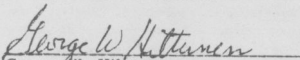
tuition-only refund to employees who successfully complete (grades A, B, C, or D) a Michigan Technological University course for credit (non-credit courses or credit courses taken on a non-credit basis do not qualify), subject to a limit of three (3) credit hours of courses per term. It is understood that such courses shall be taken outside of an employee's working hours and that taking such courses shall not prejudice or alter the Employer's prerogatives to schedule the employee for straight or overtime work (this shall not be construed as making overtime mandatory). Upon successful completion of a qualifying course, the employee may make application for tuition refund through his supervisor to the Director of Employee Relations on forms provided by the Employer.

Very truly yours,

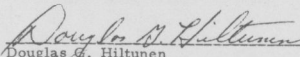


John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen
President, Local 1166



Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

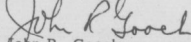
October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

Gentlemen:

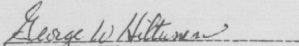
Although the parties may meet from time to time in special conferences, committee meetings, etc., such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations or to in any way modify, add to, or detract from the provisions of the current Agreement between the Employer and the Union, nor shall actions taken pursuant to such meetings alter the rights of either party under the provisions of the Agreement.

Very truly yours,

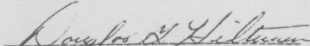


John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen
President, Local 1166



Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

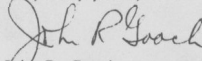
Gentlemen:

The Employer agrees for the term of the current Agreement between the Employer and the Union that employees who are requested to participate in a military funeral of a Viet Nam casualty shall be granted time off up to eight (8) hours chargeable to the employee's accumulated sick leave, or vacation as the employee so chooses.

To be eligible, the employee must provide his supervisor, at least forty-eight (48) hours in advance, a written request from the Commander in charge of the service of the veteran's organization, stating that said employee will be either a pallbearer, honor guard, or firing squad.

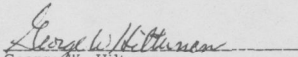
Employee should understand that abuse of this policy will lead to disciplinary action.

Very truly yours,

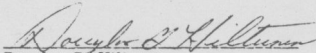


John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen
President, Local 1166



Douglas G. Hiltunen
Staff Representative
Council 7, AFSCME, AFL-CIO

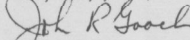
October 15, 1972

Michigan State Employees' Union
Council 7, AFSCME
501 S. Capitol Ave., Suite 335
Lansing, Michigan 48933

Gentlemen:

The Employer agrees for the term of the current Agreement between the Employer and the Union 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. 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 difficulty, testing of materials, instruction, training, or demonstration, or when regular unit employees do not have the ability to do the work.

Very truly yours,

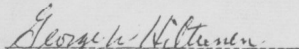


John R. Gooch

Director, Employee Relations

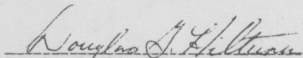
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen

President, Local 1166



Douglas C. Hiltunen

Staff Representative

Council 7, AFSCME, AFL-CIO

October 15, 1972

Mr. George W. Hiltunen
President, Local 1166
Michigan Technological University
Houghton, Michigan

Dear Mr. Hiltunen:

Please find below the contract language covering sick leave and long-term disability insurance that will become effective September 16, 1973 at 12:00 a.m. On that same date, Section 35 shall be null and void.

SECTION 35A

SICK LEAVE

A. Eligibility for Sick Leave

Sick leave begins to accumulate with employment but does not become available to the employee until completion of two weeks of employment.

B. Accrual of Sick Leave

Sick leave shall accrue biweekly at the rate of one-half (0.5) day for each two (2) weeks of employment; except that,

1. Maximum sick leave accrual is one hundred thirty-two (132) days.
2. For full-time employees, 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.
3. Regular employees hired on or after September 16, 1973 shall be credited with ten (10) days of sick leave upon employment.

C. Conversion of Sick Leave

Employees hired prior to September 16, 1973 shall be credited with a sick leave balance in accordance with the following:

$$NSL = (X) \frac{SL}{Y}$$

NSL = New sick leave balance

X = 80 hours + (4.0 hours x number of pay periods employed)

SL = Sick leave balance as of September 15, 1973

Y = Maximum sick leave balance an employee could have under the current Sick Leave Plan

The maximum sick leave balance credited may not exceed 1056 hours.

D. Availability of Sick Leave

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.
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, injury, or death of members of the immediate family who, in this instance, shall include the following:

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

provided that such absences shall be limited to twenty (20) days in any twelve (12) month period of continuous employment.

5. Absence of reasonable length of time to serve as a pallbearer or to attend a funeral may be charged against sick leave.

E. Documentation

A physician's statement or a sworn affidavit may be required to sustain a claim of absence because of illness or injury.

F. Compensable Injury

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

G. Advance Sick Leave

Sick leave shall not be allowed in advance of being earned. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits. When an illness or injury disability has used up the total sick leave and vacation credit, the employee shall be removed from the payroll until such time as work is resumed.

H. Sick Leave Credit for Recalls

Employees returning from an approved leave or who are laid off and then recalled within one year or a period of time equal to their length of employment at the time of layoff, whichever is greater, shall have credited to them any unused sick leave previously earned. This provision shall not apply to rehires.

I. Sick Leave Credit for Veterans

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, shall, upon reemployment by the University, be credited with any unused sick leave previously earned; provided that such reemployment takes place within 90 days after discharge or release from active duty in the Armed Forces.

J. Non-Accrual

Employees on leaves of absence without pay or on layoff shall not accrue sick leave during such period.

K. Payments

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

L. Medical Examination

At the conclusion of an employee's sick leave the University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

M. Retirement

An employee eligible for retirement who separates from the University at age 50 or over for retirement purposes in accordance with the provisions of the retirement act shall be paid by the following schedule:

1. Employees who are age 60, or over, as of December 31, 1972, will receive seventy-six (76) percent of their sick leave balance at the time of their retirement.
2. Employees who are age 55, but less than 60, as of December 31, 1972, will receive fifty-seven (57) percent of their sick leave balance at the time of their retirement.
3. Employees who are age 50, but less than 55, as of December 31, 1972, will receive thirty-eight (38) percent of their sick leave balance at the time of their retirement.
4. Employees who are age 45, but less than 50, as of December 31, 1972, will receive nineteen (19) percent of their sick leave balance at the time of their retirement.
5. Employees under age 45 as of December 31, 1972 will not receive a payment at retirement.
6. Employees hired on or after November 1, 1972 will not receive a payment at retirement.

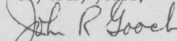
N. Group Long-Term Disability Insurance

The Group Long-Term Disability Insurance Plan shall be as provided by the University. The University shall select the Insurance Carrier

Oct. 15, 1972

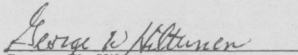
and the plan may be amended, but not eliminated. The Employer will pay the monthly premium of the Group Long-Term Disability Insurance.

Very truly yours,

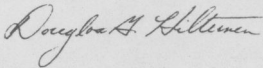


John R. Gooch
Director, Employee Relations
Michigan Technological University

ACCEPTANCE OF UNION



George W. Hiltunen
President, Local 1166
AFSCME



APPENDIX A

SENIORITY GROUPS WITH CLASSIFICATION SERIES AND PAY GRADES
LOCAL 1166 AFSCME

SENIORITY GROUP A

| Classification Series | | Pay Grade |
|-----------------------|-------------------------|----------------|
| | Food Service Helper I | 1 |
| | Food Service Helper II | 2 |
| | Food Service Helper III | 4 |
| " | " | |
| | Food Service Utility I | 2 |
| | Food Service Utility II | 4 |
| " | " | |
| | Cook I | 3 |
| | Cook II | 7 ¹ |
| | Cook III | 12 |
| " | " | |
| | Baker I | 3 |
| | Baker II | 7 |
| | Baker III | 12 |
| " | " | |
| | Butcher I | 3 |
| | Butcher II | 7 |
| | Butcher III | 12 |

SENIORITY GROUP B

| | | |
|-----------------------|--------------------|---|
| Classification Series | Housekeeper I | 1 |
| | Housekeeper II | 2 |
| " | " | |
| | Janitor | 5 |
| | Building Attendant | 9 |

SENIORITY GROUP C

| | | |
|-----------------------|---------------------|----|
| Classification Series | Ski Lift Operator | 8 |
| | Ski Area Attendant | 8 |
| | Ski Area Mechanic I | 10 |

SENIORITY GROUP D

| | | |
|-----------------------|-------------------------|----|
| Classification Series | Carpenter Trades Helper | 7 |
| | Carpenter I | 12 |
| | Carpenter II | 15 |
| " | " | |
| | Painter Trades Helper | 7 |
| | Painter I | 12 |
| | Painter II | 15 |

SENIORITY GROUP D (continued)

| Classification Series | | Pay Grade |
|-----------------------|-----------------------------------|-----------|
| | Plumber Trades Helper | 7 |
| | Plumber I | 12 |
| | Plumber II | 16 |
| " | " | |
| | Mechanic Trades Helper | 7 |
| | Maintenance Mechanic I | 12 |
| | Maintenance Mechanic II | 15 |
| " | " | |
| | Central Heating Plant Mechanic II | 15 |
| " | " | |
| | Electrician Trades Helper | 8 |
| | Electrician I | 13 |
| | Electrician II | 16 |

SENIORITY GROUP E

| | | |
|-----------------------|----------------------------|----|
| Classification Series | Fireman Trades Helper | 7 |
| | Fireman | 12 |
| | Steam Plant Fireman | 15 |
| " | " | |
| | Steam Fitter Trades Helper | 7 |
| | Steam Fitter I | 12 |
| | Steam Fitter II | 15 |

SENIORITY GROUP F

| | | |
|-----------------------|--------------|----|
| Classification Series | Stores Clerk | 7 |
| | Storekeeper | 12 |

SENIORITY GROUP G

| | | |
|-----------------------|-------------------|----|
| Classification Series | Lab Technician I | 8 |
| | Lab Technician II | 14 |

SENIORITY GROUP H

| | | |
|-----------------------|-----------------------|----|
| Classification Series | Equipment Operator I | 6 |
| | Equipment Operator II | 12 |
| | Bus Driver | 12 |
| " | " | |
| | Groundsman | 5 |
| | Watchman | 10 |

SENIORITY GROUP I

| | | |
|-----------------------|-------------------------|----|
| Classification Series | Machinist Trades Helper | 7 |
| | Maintenance Machinist | 15 |
| | Machinist | 17 |
| | Lab Machinist | 18 |

APPENDIX B

| Pay Grade | Effective Sept. 16, 1972 | Effective Sept. 16, 1973 |
|-----------|-----------------------------|-----------------------------|
| 1 | 2.64 | 2.82 |
| 2 | 2.87 | 3.05 |
| 3 | 3.03 | 3.21 |
| 4 | 3.13 | 3.31 |
| 5 | 3.21 | 3.39 |
| 6 | 3.24 | 3.42 |
| 7 | 3.39 | 3.57 |
| 8 | 3.44 | 3.62 |
| 9 | 3.51 | 3.69 |
| 10 | 3.62 | 3.80 |
| 11 | 3.71 | 3.89 |
| 12 | 3.81 | 3.99 |
| 13 | 3.90 | 4.08 |
| 14 | 4.01 | 4.19 |
| 15 | 4.10 | 4.28 |
| 16 | 4.24 | 4.42 |
| 17 | 4.41 | 4.59 |
| 18 | 4.51 | 4.69 |

APPLICATION OF SCHEDULE

NEW HIRES -- Employees while on probationary status as defined in Section 19, Probationary Employees, shall receive \$0.10 per hour less than the Hourly Rate for the Pay Grade. Upon successful completion of the 90-day probationary period, the employee will receive the scheduled rate for the job.

PROMOTIONS--Employee shall receive scheduled rate for job on effective date of promotion.