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Library

Michigan, University of

AGREEMENT

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

with

Local 1583
of the
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University**

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- 1 The Regents of the University of Michigan (hereinafter called the "University") and Local 1583 (hereinafter called "Union"), affiliated with Council 7 of the American Federation of State, County and Municipal Employees, AFL-CIO, agree as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

Section A. Description of Unit

- 2 Pursuant to and in conformity with the Certification issued by the Michigan Labor Mediation Board on May 3, 1968, in Case No. R67 I-308 the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit:

All service maintenance employees at all facilities of the University of Michigan, excluding temporary employees, student employees, professional employees, teaching faculty, research staff, clerical employees, security officers, traffic enforcement officers, barbers, technical employees, supervisors, administrative staff and all employees in Unit A and Unit B found to be appropriate in Michigan Labor Mediation Board Case Number R65 H-25 and R65 H-28, decided September 27, 1967.

Section B. Definitions

- 3 1. The terms "employee" and "employees" as used in this agreement (except where the agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.
- 4 2. The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration.
- 5 3. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 6 4. The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.

ARTICLE II

MANAGEMENT RIGHTS

- 7 All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the University. 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 property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) 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.

ARTICLE III

NO-INTERFERENCE AND NO-LOCKOUT GUARANTEE

Section A. No-Interference

- 8 The Union and its officials will not, directly or indirectly, take part in any action against or any interference with the operations of the University during the term of this agreement.

Section B. No-Lockout

- 9 The University shall not conduct a lockout of its employees during the term of this agreement.

ARTICLE IV

NON-DISCRIMINATION

Section A.

- 10 The University and the Union agree that there will be no discrimination in the application of this agreement because of race, creed, color, national origin, age or sex.
- 11 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

Section B.

- 12 The University, in accordance with Michigan Public Act 379 of 1965, and as it may be amended from time to time, will not aid, promote, or finance any labor organization for the purpose of undermining the Union.

ARTICLE V

UNION SECURITY

Section A.

- 13 During the life of this agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) Thirty (30) calendar days after the execution date of this agreement, or (2) Thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter, shall tender to the union, as a condition of continued employment, either uniformly required union dues, or in the alternative, an amount equivalent to uniformly required union dues as a service charge.

Section B.

- 14 No employee shall be terminated under Section A. of this article unless

- 15 1. The union first has notified the employee by letter, explaining that he is delinquent in not tendering either uniformly required union dues or an amount equivalent to uniformly required union dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge are tendered within thirty (30) calendar days he will be reported to the University for termination as provided in this Article, and

- 16 2. The union has furnished the University with written proof that the procedure of Section B. 1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that he has not complied with the request. The union must specify further, when requesting the University to terminate the employee, the following by written notice:

- 17 "The union certifies that _____ has failed to tender either uniformly required union dues or service charge required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the University shall terminate the employee."

Section C.

- 18 The union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE VI

DUES OR SERVICE CHARGE CHECKOFF

19 During the life of this agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

VOLUNTARY AUTHORIZATION FOR DEDUCTION

OF UNION DUES OR SERVICE CHARGE

Local 1583, AFSCME

Name _____ Social Security No. _____
(type or print)

Department _____

20 I authorize the University to deduct from wages earned or to be earned by me monthly Union Dues or Service Charge (check one) as certified to the University by the Secretary of the Union, and to remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

21 This authorization and direction shall remain in effect during the period of this agreement, and unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of the collective agreement between the University and the Union which is in force at the time of delivery of this authorization, such authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the University and the Union unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of each applicable collective agreement between the University and the Union. This authorization and direction shall be automatically revoked upon my termination of employment with the University.

(Signature of Employee)

(Address of Employee)

Date of Signing

Date of Delivery to University

22 The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF SECRETARY OF UNION

23 I certify that the membership dues or service charge for employees in the bargaining unit is \$ _____ per _____.

Date _____

Signature _____
Secretary of Union

Date of Delivery to University _____

24 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization For Deduction of Union Dues or Service Charge" and (2) the amount of the monthly membership dues or service charge certified by the Secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

25 An employee may revoke his "Voluntary Authorization For Deduction of Union Dues or Service Charge" only as provided by the terms of his voluntary authorization.

26 All sums deducted by the University shall be remitted to the Secretary of the Union at an address given to the University by the Union, once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The University will also notify the Union of the name of each employee who revokes his "Voluntary Authorization For Deduction of Union Dues or Service Charge".

27 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE VII

BULLETIN BOARDS

- 28 The University shall provide the Union with exclusive space on a sufficient number of University bulletin boards in areas where the Union has employees it represents for the purpose of posting Union notices. Such notices may be posted by the steward in his district and, although not limited to the following notices, they shall be of that type:
- 29 a. Recreational and social events of the Union;
 30 b. Union meetings;
 31 c. Union elections, appointments;
 32 d. Results of Union elections.
- 33 In the event a dispute arises concerning the appropriateness of material posted, the president of the Union will be advised by the University Personnel Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE VIII

WORK SCHEDULES

Section A.

- 34 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes.

Section B.

- 35 There shall be a rest period which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

ARTICLE IX

CLASSIFICATIONS AND WAGES

Section A. Wage Schedule

- 36 Wages shall be paid in accordance with the wage schedule as set forth in Appendix A.
- 37 The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect

and as assigned during the term of this agreement unless the job content of a classification is substantially changed.

Section B. New or Changed Classifications

- 38 In the event a new classification is established or an existing classification is changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications.

Section C. Procedure for Assignment of a New or Changed Classification to a Pay Grade in the Wage Schedule

- 39 The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Section B.:
- 40 1. The University shall provide the union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- 41 2. Upon receipt of the University's description, the President of the union, or his designated representative, and not more than two (2) others from Council 7 and the International Union, with representatives of the University shall be afforded an opportunity to meet to discuss the new or changed classification and the assignment to a pay grade.
- 42 3. If there is disagreement with the assignment to a pay grade, a grievance concerning compliance with Section B. of this Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step Three of the Grievance Procedure within seven (7) calendar days after the union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the Arbitration Procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether assignment to a pay grade has been made in accordance with Section B. of this Article.

ARTICLE X

OVERTIME

Section A. Overtime Premium

- 43 An overtime premium computed at one and one-half the employee's hourly rate and shift premium, if applicable, will be paid for the time worked (1) in excess of eight (8) hours in a calendar day or (2) in excess of forty (40) hours in a calendar week for which an overtime premium has not previously been earned.

Section B. Pyramiding

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

Section C. Scheduling

- 45 In general overtime work shall be voluntary, provided, however, when at least twenty-four (24) hours' advance notice of an overtime assignment is given, or when it is not practicable to give advance notice, an employee will be expected to work.

Section D. Distribution

- 46 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same classification who are within the same unit of distribution and who are qualified to perform the overtime assignment. In this connection the University need not call in an employee to work rather than extend the shift of an employee already at work.
- 47 New employees, employees returning from a leave of absence or layoff, and employees transferred into a new unit of distribution or into another classification in the same unit of distribution will be charged with the highest number of overtime hours then worked by any employee in the same classification in the unit of distribution.
- 48 Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any unequitable distribution will be rectified in the future scheduling of overtime. An overtime record shall be maintained for each unit of distribution and posted as soon as practicable after any overtime is worked.

Section E. Definitions

- 49 For the purposes of this Article and the computation of overtime premium the following definitions shall apply:
- 50 1. "Calendar Day" means the twenty-four (24) consecutive hour period beginning at midnight.
- 51 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- 52 3. "Time Worked" means paid time whether or not actual work is performed, except it shall not include paid time for a holiday which falls on an employee's scheduled day off unless he works that day.
- 53 4. "Unit of Distribution" means either a department or a building or other separate geographic location even though employees are working in the same department.

ARTICLE XI

SHIFT PREMIUM

- 54 A shift premium of ten cents (10¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 12 noon and before 8:00 p.m. Starting times within this period of time shall be known as the afternoon shift.
- 55 A shift premium of fifteen cents (15¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. Starting times within this period of time shall be known as the evening shift.
- 56 An employee who works beyond his scheduled hours shall continue to receive the shift premium, if any, determined by his scheduled starting time, except if he works an additional full eight (8) hour shift, he shall be paid the shift premium for that shift, or the shift premium for his first eight (8) hours, whichever premium is greater.

ARTICLE XII

CALL BACK PAY

- 57 An employee who returns to work because of a call made after he has left the University premises upon completion of his assigned schedule of work, shall receive the overtime premium as set forth in Section A. of Article X for the time worked, or a minimum of two (2) hours pay at his hourly rate, and shift premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift. To the extent an employee is paid the overtime premium pursuant to this Article, he shall not be paid an overtime premium under Section A. of Article X for the same time worked.

ARTICLE XIII

RATES OF PAY ON TRANSFER

- 58 1. When an employee is promoted, he shall be paid the hourly rate next higher to his own within the pay grade for the classification to which he was promoted.
- 59 2. When an employee is transferred from one classification to another classification in the same pay grade, his hourly rate shall remain the same.
- 60 3. When an employee is transferred to a classification in a lower pay grade, his hourly rate shall be maintained or shall be set at the top step of the pay grade, whichever hourly rate is the lower.
- 61 4. When an employee is transferred on a temporary basis to a classification in a higher pay grade for a continuous full eight hour shift

or more, he shall be paid the hourly rate next higher to his own within the pay grade for that classification during the period of his transfer.

- 62 5. When an employee is transferred on a temporary basis to a classification in a lower pay grade, his hourly rate shall be maintained.

ARTICLE XIV

SENIORITY DEFINITION AND LOSS OF SENIORITY

Section A. Definition

- 63 For the purposes of this agreement the following definitions shall apply:

- 64 1. Seniority means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this agreement.
- 65 2. Seniority Group means that grouping of employees assigned to work in a geographic area, facility, department or combination of departments as set forth in Appendix E.

Section B. Loss of Seniority

- 66 An employee shall lose his seniority and no longer be an employee if:

- 67 1. He resigns or quits;
- 68 2. He is discharged or terminated (unless reversed through the Grievance or Arbitration Procedure);
- 69 3. He retires;
- 70 4. He does not return to work from layoff within seven (7) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the University Personnel Office, except when the failure to notify and work is due to circumstances beyond the control of the employee;
- 71 5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is greater; or
- 72 6. He is absent from work for three (3) consecutive working days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the University shall send written notification to the employee at his last known

address that he has lost his seniority, and his employment has been terminated.

- 73 A grievance involving compliance with this Section shall begin at Step Three of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an employee who has lost his status as an employee and his seniority, provided it is submitted in writing at Step Three of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to his grievance.

ARTICLE XV

SENIORITY AND ADDRESS LIST

Section A. Seniority List

- 74 The University shall prepare and maintain a seniority list which shall show the names, classification title, department number and seniority date of all employees. The Union (Local 1583) shall be given two copies and Council 7 one copy of the list within thirty (30) calendar days after the date of this agreement, and thereafter a current list every six months.
- 75 A departmental seniority list, including the same information, shall be maintained by each department. This list shall be available for inspection by the employee or his steward.
- 76 These lists shall be deemed correct as to an employee's seniority date unless the employee, or the steward for the employee, notifies the University to the contrary in writing after a list is given to the Union.

Section B. Address Lists

- 77 Within thirty (30) days after the date of this agreement, and every six months thereafter, the University shall give to the Union (Local 1583) two copies and Council 7 one copy of a list of employees together with their most current addresses as they appear on the records of the University. The Union (Local 1583) and Council 7 shall retain such information in confidence and disclose it only to those officials of the union whose union duties require them to have such information.

ARTICLE XVI

PROBATIONARY EMPLOYEES

- 78 An employee is a "probationary employee" for his first three (3) months of employment. Periods of absence from work shall not be counted towards completion of the probationary period.

- 79 No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures.
- 80 A probationary employee shall have no seniority, except as otherwise provided in this agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

ARTICLE XVII

LAYOFF AND RECALL PROCEDURES

Section A. Layoff Procedure

- 81 When an employee is to be laid off, the following layoff procedure shall apply on a geographic area basis only, with Ann Arbor campuses, Willow Run, Dearborn Campus and each other location considered a separate geographic area:
- 82 1. Layoffs shall be by and from each seniority group;
 - 83 2. Probationary employees in an affected classification in the seniority group shall be removed first;
 - 84 3. Then the employee with the least seniority in an affected classification in the seniority group shall be removed, provided that the employees remaining in the classification have the ability to perform the work available;
 - 85 4. In the event that temporary employees are employed in an affected seniority group an employee who is to be removed shall have the option of displacing a temporary employee, conditioned upon his ability to perform the work.
 - 86 5. Such removed employee shall be transferred within his seniority group conditioned upon his ability to perform the work either (a) to a vacancy in another classification in his same pay grade or a lower pay grade, or (b) to displace an employee with less seniority in another classification in his same pay grade or a lower pay grade.
 - 87 6. The procedure set forth in 3 and 4 above shall be repeated for a displaced employee until the appropriate employee is removed from the seniority group.
 - 88 7. An employee with seniority who is removed from the seniority group as a result of the application of the above procedures, shall be transferred to another seniority group conditioned upon his ability to perform the work, either (a) to a vacancy in a classification in his same pay grade or a lower pay grade, or (b) to displace an employee with less seniority in a classification in his same pay grade or a lower pay grade;

- 89 8. The procedures set forth above shall be repeated for each displaced employee until the appropriate employee is laid off.

Section B. Recall Procedure

- 90 An employee with seniority who has been laid off or transferred as a result of a reduction of the working force shall be recalled to work in the reverse order in which he was laid off or transferred, conditioned upon his ability to perform the work available.

Section C.

- 91 For the purposes of this Article, stewards, alternate stewards, chief stewards, and the executive officers of the Union shall have seniority preference over all the employees they represent, conditioned upon their ability to perform the work.

Section D. Temporary Layoffs

- 92 In the event employees with seniority are laid off because of a temporary discontinuance of operations, or any portion thereof, caused by the academic calendar or conditions not immediately correctable by the University, temporary adjustments in the work force can be made without application of the layoff and recall procedures. If such temporary adjustments continue for more than seven (7) calendar days, the Union can request the University to apply the layoff procedure and the University will do so within seven (7) calendar days.

ARTICLE XVIII

PROMOTIONS AND OTHER TRANSFERS

Section A. Definitions

- 93 1. Promotion

A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.

- 94 2. Regular Opening

A "regular job opening" is an opening which is expected to continue indefinitely and shall not include any opening which is limited in duration except it shall include an opening resulting from an absent employee which is to be filled and which is expected to continue for more than three (3) months.

- 95 3. "In-Series" is the term applied when a classification is one of the classifications grouped together as set forth in Appendix C.

- 96 4. "Out-of-Series" is the term applied when a classification is not in-series.
- 97 5. From time to time and after discussing the matter with the Union, the "In-Series" and "Out-of-Series" assignment of classifications may be changed by mutual agreement.

Section B. Position and Shift Changes Within a Seniority Group

- 98 1. When an employee within his own classification and seniority group wishes to change from one position to another position or from one shift to another shift, he shall fill out a "Request for Transfer" form supplied by the University identifying the position and shift and file it with the Personnel Office.
- 99 2. Prior to making a promotion within a seniority group, the requests for transfers which have been on file for at least thirty (30) calendar days at the time a regular job opening occurs shall be considered by the University for that regular job opening.
- 100 3. Among the employees considered, employees will be offered the position in accordance with seniority and in such a manner as will not adversely affect the operation of the University.

Section C. Promotions Within a Seniority Group

- 101 1. In-Series - In making an in-series promotion within a seniority group, the employee with the most seniority who has the qualifications will be given the promotion when the classification is assigned to pay grade 1 through 6. When the classification is assigned to pay grade 7 and above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control.
- 102 2. Out-of-Series - Prior to making an out-of-series promotion within a seniority group, including promotions to an in-series classification assigned to the lowest pay grade, the regular job opening will be posted throughout the seniority group for five (5) calendar days, except when an employee with the most seniority in a classification assigned to the next lower pay grade in the seniority group is promoted. Thereafter in making a promotion, the employee with the most seniority among the bidders in the seniority group who has the qualifications will be given the promotion when the classification is assigned to pay grade 1 through 6. When the classification is assigned to pay grade 7 and above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control.

Section D. Promotions and Other Transfers Between Seniority Groups

- 103 When the procedures of Section C. have been completed and in the event an employee has not been selected for promotion in accordance with those provisions, employees using the following procedure will be considered for promotion and other transfers:

- 104 1. When an employee wishes to be promoted or transferred to a classification outside of his seniority group, he shall fill out a "Request for Transfer" form supplied by the University identifying the seniority group, classification, pay grade and shift he wishes, and file it with the Personnel Office.
- 105 2. Requests for transfer which have been on file for at least thirty (30) calendar days at the time the procedures of Section C. have been completed shall be considered by the University for that regular job opening in the following order of preference:
- 106 First: Applicants from the same classification;
- 107 Second: Applicants from a classification in the next lower pay grade in the same series;
- 108 Third: Applicants from another classification assigned the same or higher pay grade;
- 109 Fourth: Applicants from a classification in the next lower pay grade in another series or out-of-series.
- 110 3. Among the employees considered in the above order of preference, the employee with the most seniority who has the qualifications will be given the promotion or transfer when the classification is assigned to pay grade 1 through 6. When the classification is assigned to pay grade 7 and above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control; provided, however, that in the case of transfers, the transfer will not adversely affect the operation of the University.

Section E. General Provisions

- 111 When any employee is transferred on a temporary basis for any reason, that transfer shall not exceed fifteen (15) work days.
- 112 When a regular job opening is posted in accordance with Section C. 2., the posting will note the classification, the pay grade, the department and the starting time and will not be filled by promotion until the posting period has been completed. A copy of the posting will be sent to the Union.
- 113 During any period in which employees are being considered for promotion and during any posting period, the regular job opening may be filled by anyone on a temporary basis.
- 114 An employee who is transferred pursuant to his request or who is promoted will be given a reasonable period, but not to exceed one (1) month, to demonstrate in actual performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he shall be returned to the classification from which he was

promoted or transferred and given a written notice of the reason. A copy of this notice will be given to the employee's steward, and a copy will be sent to the Union.

- 115 If the employee requests within the one (1) month period following a promotion, he shall be returned to a regular job opening in the classification from which he was promoted, but in any event, he shall be returned within the one (1) month period following his request.
- 116 An employee who has been transferred pursuant to his request or who has been promoted and not returned to his former classification, need not be considered by the University for a subsequent transfer or promotion during the six (6) month period following his transfer or promotion.
- 117 If an employee has filed more than one "Request for Transfer," only the most recent of his requests will be considered by the University in making transfers or promotions.
- 118 An employee who is among those considered for promotion or transfer in accordance with the provisions of this Article and who has more seniority than the employee selected for promotion or transfer will be notified of this fact in writing, together with the name and seniority date of the employee promoted or transferred. A copy of this notification will be sent to the Union.

ARTICLE XIX

SICKNESS OR INJURY DISABILITY INCOME

Section A. Eligibility

- 119 An employee shall be eligible to receive disability income in accordance with the provisions of this Article when he is unable to work because of a disability resulting from personal sickness or injury and providing he meets the requirements of Section E., except no disability income shall be payable for any disability which results or occurs as follows:
- 120 1. Intentionally self-inflicted;
 - 121 2. Participating in any criminal act;
 - 122 3. Participating in a riot or civil commotion;
 - 123 4. Working for an employer other than the University;
 - 124 5. Following a termination date that was determined prior to occurrence of the disability.
- 125 Neither shall any disability income be payable (1) during a vacation, except when hospitalized or equivalent confinement or (2) during a layoff, leave of absence, or disciplinary layoff.

Section B. Hours of Disability Income Payable

- 126 The number of hours of disability income payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed the maximum number of hours accrued as provided in Section C.
- 127 All hours of disability income accrued and all hours of disability absence, whether or not paid, shall be recorded and, to the extent necessary to implement this Article, available on an individual basis to an employee and the Union.

Section C. Accrual

- 128 1. Except as provided in 2. and 3. of this Section, full-time employees accrue hours of disability income at the rate of eight (8) hours per calendar month.
- 129 2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, he shall accrue hours of disability income depending upon the day of the calendar month on which the event occurs as follows:

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
130 one through ten	8	none
131 eleven through twenty	4	4
132 twenty-one through end	none	8

- 133 3. Except as provided in 2. above an employee shall not accrue any hours of disability income during any leave of absence or during any calendar month in which he is absent without pay for fifteen (15) or more work days. During any calendar month in which he is absent without pay for less than fifteen (15), but more than seven (7) work days, he shall accrue four (4) hours of disability income.
- 134 4. Part-time employees normally scheduled to work twenty (20) or more hours per calendar week accrue hours of disability income on a basis which is directly proportionate to that accrued to full-time employees. Those normally scheduled to work less than twenty (20) hours per calendar week shall not accrue hours of disability income.
- 135 5. Hours of disability income accrue and are recorded at the end of each calendar month of employment.
- 136 6. No employee may accrue hours of disability income in excess of eight hundred (800) hours or if a part-time employee in excess of the appropriate proportionate number of hours.
- 137 7. No employee shall be eligible for disability income time before it accrues.

Section D. Determination of Disability Income

- 138 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day nor forty (40) in a calendar week, of time lost from work because of the disability times the employee's hourly rate at the time the disability occurs, plus shift premium, if applicable; provided, however, in any week in which an employee receives a loss of time Workmen's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the disability income that would otherwise be payable.

Section E. Notice and Proof of Disability

- 139 No disability income shall be payable to an employee unless his department head is notified of the nature of the disability and the probable duration thereof as soon as possible, but in no event later than the beginning of his shift, except when the failure to notify is due to circumstances beyond the control of the employee.
- 140 In all cases on returning to work an employee claiming or having received disability income must certify on a form provided by the University the following:
- 141 1. The nature of the disability which prevented him from working, including time, dates and circumstances, and whether or not under the care of a physician;
 - 142 2. The amount of time lost from work in hours because of the disability;
 - 143 3. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.
- 144 In the event that facts and circumstances indicate that the employee may not be eligible for disability income as claimed, evidence of disability, such as a physician's statement of disability on a form provided by the University, may be required.
- 145 Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding disability income.

ARTICLE XX

HOLIDAYS

Section A.

- 146 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed

on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday:

- 147 1. New Year's Day
- 148 2. Memorial Day
- 149 3. Independence Day
- 150 4. Labor Day
- 151 5. Thanksgiving Day
- 152 6. Day after Thanksgiving Day
- 153 7. Christmas Day
- 154 8. Day designated during December 22 through January 4 period which may be designated on an individual basis.
- 155 9. Effective January 1, 1969, an employee will observe his own birthday as a holiday. If his birthday falls on another holiday, he shall observe his birthday holiday on another day mutually agreeable to the employee and his supervisor.

Section B.

- 156 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed.

Section C.

- 157 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his hourly rate plus shift premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:

- 158 He works his last scheduled work day prior to and his first scheduled work day following the holiday, unless his failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article XIX, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

Section D.

- 159 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C. shall receive pay for the holiday determined by multiplying his hourly rate plus shift premium, if applicable, times his normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the holiday.

Section E.

- 160 In addition to the holiday pay as provided in Section C. or D., an employee who works on the holiday will be paid for the time worked at one and one-half times his hourly rate and shift premium, if

applicable. To the extent that an employee is paid pursuant to this Section, he shall not be paid an overtime premium under Section A. of Article X for the same time worked.

Section F.

161 An employee who fails to work on a holiday on which he is scheduled to work shall not receive holiday pay as provided in Section C. or D. unless his failure to work is excused because of (1) personal sickness or injury as provided in Article XIX, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

ARTICLE XXI

VACATIONS

Section A. Accrual

162 1. Except as provided in 2. and 3. of this Section, full-time employees accrue paid vacation time as follows:

	<u>Seniority</u>	<u>Rate of Accrual Per Calendar Month</u>
163	First five years	eight hours
164	From five through eight years	twelve hours
165	Over eight years	sixteen hours

166 An increase in the rate of accrual shall be effective with the first calendar month following completion of the required years of seniority.

167 2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, he shall accrue paid vacation time on a percentage basis of the rate of accrual in 1. above depending upon the day of the calendar month on which the event occurs as follows:

	<u>Start of employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
168	one through ten	100%
169	eleven through twenty	50%
170	twenty-one through end	none

171 3. Except as provided in 2. above an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which he is absent without pay for fifteen or more work days. During any calendar month in which he is absent without pay for less than fifteen, but more than seven work days, he shall accrue 50% of his accrual as provided in 1.

- 172 4. Part-time employees normally scheduled to work twenty (20) or more hours per calendar week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than twenty (20) hours per calendar week shall not accrue paid vacation time.
- 173 5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.
- 174 6. No employee may accrue paid vacation time in excess of twenty-four (24) times his rate of accrual per calendar month.

Section B. Eligibility

- 175 No employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before completion of the probationary period.

Section C. Pay In Lieu Of Vacation Time

- 176 An employee will receive pay in lieu of paid vacation time (i.e. without taking actual time off from work) only after completion of his probationary period and then only under the following circumstances:
- 177 1. Retirement; or
- 178 2. Start of a leave of absence; or
- 179 3. Resignation, provided, however, two (2) calendar weeks advance notice in writing has been given to the University of the termination date and he works to and including that date; or
- 180 4. Death, in which case a survivor will be paid.

Section D. Pay For Accrued Vacation Time

- 181 1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken, plus shift premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used and shall be paid to the employee on his regular pay day.
- 182 2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Section C. occurs, plus shift premium, if applicable, times the number of hours of accrued vacation time.

Section E. Scheduling of Paid Vacation Time

- 183 Paid vacation time shall be requested in advance by employees in accordance with procedures established by the University, except that when extraordinary circumstances beyond the control of an employee cannot be corrected in time to meet his employment obligation, paid vacation time may be granted for the absence.
- 184 Paid vacation time shall be scheduled to meet the work requirements of the University, with due consideration, however, given to an employee's wishes as to time and duration, provided, however, the University may elect to close down any or all of its operations and

schedule vacations during the close down period.

- 185 At the request of an employee, an absence covered by Article XIX may be charged against accrued vacation time after all payments under Article XIX have been exhausted.
- 186 If a day observed by the University as a holiday as provided in Article XX 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.

ARTICLE XXII

FUNERAL LEAVE PAY

- 187 In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister (or the spouse of any of them), of either the employee or his spouse, or of any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay (maximum of eight (8) hours a day at his hourly rate plus shift premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral and make necessary funeral arrangements, but in no event shall it exceed three (3) work days.

ARTICLE XXIII

JURY AND WITNESS SERVICE

- 188 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 plus shift premium, if applicable. 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 University a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. The employee will report for available work when released from jury duty or witness service.

ARTICLE XXIV

ANNUAL MILITARY DUTY

- 189 An employee who is a member of the armed forces reserve or national guard and who loses time from work during his normal schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15)

work days in any one calendar year. Such an employee will be paid for the time lost at his hourly rate plus shift premium, if applicable. Armed forces reserve or national guard base pay shall be offset against such pay. Except as otherwise provided in this agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay he was eligible to receive. If an employee receives vacation pay during a period of training or service, he shall not be eligible for the pay provided by this Article for that period of time for which he received vacation pay.

ARTICLE XXV

LEAVES OF ABSENCE

Section A. Medical

- 190 An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article XIX and vacation payments under Article XXI shall be granted a leave of absence without pay upon request in writing and upon furnishing evidence of disability satisfactory to the University. Such request and evidence may be furnished by the union or any other interested party.
- 191 The leave of absence shall be for the period of continuing disability, but not to exceed twelve (12) months, unless extended by the University. In no case, however, shall a leave and extensions exceed two years. To continue the leave of absence an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

Section B. Disability

- 192 Subject to, and consistent with, the University Disability Plan as provided for in Article XXIX, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

Section C. Personal

- 193 An employee with seniority may be granted a leave of absence without pay by the University 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.

Section D. Military

- 194 An employee entering the Military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed

forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in paragraph 203.

Section E. Union

- 195 An employee with seniority who is elected or appointed to office or selected for regular employment with the Union (Local 1583), Council 7, or the International Union, upon written request of the president of the union, shall be granted a leave of absence without pay for not more than one year. Upon written request of the president of the union the leave will be extended for additional periods, but in no case shall a leave and extensions exceed two years.

Section F. Union - Excused Absence

- 196 An employee with seniority who is elected or selected by the union, upon the written request of the president of the union, shall be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions, provided, however, and except for executive officers of the Union, chief stewards, and stewards, not more than one employee from a department will be granted an excused absence at any one time. For the purposes of this Section, Sections I. and J. of this Article shall not apply, but the excused absence shall be considered time worked except as otherwise provided in this agreement.

Section G. Maternity

- 197 A pregnant employee who has nine (9) months seniority shall be granted a leave of absence without pay for not more than four (4) months following the date of delivery and the time required for placement in accordance with the following procedure:
- 198 1. When an employee is aware of pregnancy she shall report it promptly to her supervisor. In the event that an employee has not reported a pregnancy, her supervisor may refer her to a physician of the University's or her own choosing for diagnosis.
- 199 2. When pregnant, an eligible employee shall be placed on a leave of absence if (a) she requests it, (b) either her physician or a physician of the University's choosing recommends it, or (c) attendance or performance becomes unsatisfactory because of pregnancy.
- 200 3. In every case, the employee will be required to provide a statement from her physician setting forth (a) the expected date of delivery, (b) whether she may continue to perform her work assignments, and (c) if so, for what period of time.

Section H. Educational - Veterans

- 201 An employee with seniority who has returned to active employment from a military leave of absence shall be granted an educational leave of absence without pay for a period equal to his seniority but not to exceed two (2) years in order to attend a federally approved full-time educational program with benefits provided by federal law.

Section I. Return to Active Employment

- 202 The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him to active employment.
- 203 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety days after release from duty.
- 204 In addition, and in order to be eligible to return to active employment, an employee returning from a medical or maternity leave of absence must provide, at least fourteen (14) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work.
- 205 At the conclusion of a leave of absence which is for a fixed period of time, an employee will be placed in his former classification, or one of comparable status and hourly rate of pay, unless the University's or the employee's circumstances have changed. In such a case the employee will be placed in a classification for which he has the ability to perform the work.
- 206 In cases where a leave is not for a fixed period of time or when the employee returns prior to the expiration of any leave, or extension, the return to active employment shall be within the thirty (30) calendar day period after notice is given to the University.

Section J. General Conditions

- 207 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this agreement.
- 208 Subject to, and consistent with, the Group Health Insurance 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 University, except as provided by the University Disability Plan.
- 209 Subject to, and consistent with, the Group Life Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

- 210 During a leave of absence, both the University's and the employee's contributions to the Employee's Retirement Plan are discontinued and benefits do not accrue, are not forfeited, nor can they be withdrawn, except as provided by the University Disability Plan.
- 211 Unless otherwise specifically provided for by this agreement, seniority shall accumulate during a leave of absence, and extensions.

ARTICLE XXVI

GROUP LIFE INSURANCE

- 212 During the term of this agreement and consistent with the terms of the Group Life Insurance Plan, the following will be provided and maintained:

	<u>Hourly Rate</u>	<u>Amount of Insurance if Less Than Age 65 for Full Time Employees</u>	<u>Monthly Employee Contribution</u>		
			<u>Up to But Not Including Age 40</u>	<u>Ages 40 to 49 Inclusive</u>	<u>Ages 50 and Over</u>
213	Less than \$2.16	\$ 8,000	\$1.60	\$2.40	\$3.20
214	\$2.16 but less than \$2.64	10,000	2.00	3.00	4.00
215	\$2.64 but less than \$3.61	14,000	2.80	4.20	5.60
216	\$3.61 but less than \$4.57	18,000	3.60	5.40	7.20
217	\$4.57 but less than \$5.53	22,000	4.40	6.60	8.80

- 218 From age 65 to 70, a full-time employee's amount of insurance reduces gradually to \$2,000.00 in accordance with the Insurance Plan.

ARTICLE XXVII

HEALTH INSURANCE

- 219 During the term of this agreement no less than the Michigan Blue Cross-Blue Shield schedule of hospital and medical benefits in effect at the execution date of this agreement will be provided and maintained.
- 220 The University will contribute up to \$14.00 per month for the Group Health Insurance coverage available to and selected by each employee.

This contribution will be effective for the month of November, 1968 provided this agreement is executed prior to November 18, 1968, otherwise it will be effective beginning with the month which follows the month of execution.

ARTICLE XXVIII

TRAVEL ACCIDENT INSURANCE

- 221 During the term of this agreement and consistent with the terms of the Travel Accident Insurance Plan, the following, without cost to an employee, will be provided and maintained:
- 222 1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.
- 223 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- 224 3. One-half the principal sum for loss of any one member.
- 225 4. Disability benefits.

ARTICLE XXIX

DISABILITY PLAN

- 226 During the term of this agreement and consistent with the terms of the Disability Plan, the following, without cost to an employee, will be provided and maintained:
- 227 1. An eligible full-time employee shall receive a disability income which shall be 50% of his monthly base income (hourly rate times 2080 divided by twelve (12)) or \$400.00 per month, whichever amount is less.
- 228 2. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in 1. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 75% of the employee's monthly base income.
- 229 3. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University, if and when applicable as provided in the Disability Plan.

ARTICLE XXX

RETIREMENT PLAN

- 230 During the term of this agreement and consistent with the terms of the Retirement Plan, the following will be provided and maintained:
- 231 1. The University will contribute an amount equal to ten (10) per cent of an employee's earnings each month and the employee will contribute an amount equal to five (5) per cent of his earnings each month, or
- 232 2. At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five (5) per cent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, 1. above shall apply.

ARTICLE XXXI

LONGEVITY PAY

Section A. Eligibility

- 233 An employee will be eligible for annual longevity pay in accordance with Section B. of this Article if (1) he received pay as an employee for 1040 hours in the calendar year preceding the year of payment and (2) except as provided in Section D. he is still an employee on June 30, 1970 or thereafter on October 31 of any subsequent year.

Section B. Schedule of Payments

- 234 Longevity pay shall be based on seniority as of June 30, 1970 and as of October 31 of any subsequent year and shall be computed as a percentage of Form W-2 gross earnings, but not to exceed the first \$6,000, for the calendar year preceding the year of payment in accordance with the following schedule;

	<u>Seniority</u>	<u>Percentage of Form W-2 Gross Earnings, not to Exceed \$6000.00</u>
235	6 or more, but less than 10 years	2%
236	10 or more, but less than 14 years	3%
237	14 or more, but less than 18 years	4%
238	18 or more, but less than 22 years	5%
239	22 or more, but less than 26 years	6%
240	26 or more years	8%

Section C. Payment Date

- 241 The first longevity pay to an eligible employee shall be paid no later than July 31, 1970. In subsequent years the longevity pay shall be paid no later than November 30.

Section D. Retirement or Death

- 242 If an employee retires or dies prior to June 30, 1970, but in calendar year 1970, or October 31 of any subsequent year, he or a survivor shall nevertheless be entitled to the longevity pay based on his seniority at the time of retirement or death.
- 243 After June 30, 1970, such longevity pay shall be prorated on the basis of completed calendar months of service from the preceding eligibility date (June 30 or October 31) to the date of retirement or death.

ARTICLE XXXII

SAFETY

Section A.

- 244 The University shall continue to provide for the safety of employees during the hours of their employment. In this regard the University will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Safety will be an appropriate subject for special conferences as provided in Article XXXVI.

Section B.

- 245 An employee who is injured during his hours of employment shall report the injury to his immediate supervisor as soon as practicable. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at his hourly rate of pay, plus shift premium, if applicable, for the time lost from work, provided he returns to work and finishes out his shift following treatment, unless on doctor's orders he is told not to return to work, in which case his pay shall cease on completion of treatment. In no event, however, shall he be paid for time beyond the quitting time of his scheduled shift or for any overtime hours.

ARTICLE XXXIII

DISCIPLINE

Section A.

- 246 The University shall not discharge or take other disciplinary action without just cause.

Section B.

- 247 In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than three (3) years previously.

Section C.

- 248 When an employee is ordered to leave his work for disciplinary reasons, his steward shall be notified by the University and, without loss of time or pay, be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the University premises; provided, however, that if the immediate removal of the employee from University premises is necessary, such opportunity to consult need not be afforded. In such a case the University within the shift shall notify the Union of the incident.

Section D.

- 249 The University shall give the Union written notification of any disciplinary action taken which involves a disciplinary layoff or discharge within twenty-four (24) hours after the action is taken. If the Union so requests, after receiving notification, a conference between not more than two representatives of the Union without loss of time or pay and not more than two (2) representatives of the University shall be held within the next twenty-four (24) hour period to discuss the incident and disciplinary action.

Section E.

- 250 A grievance which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact existed, or that the disciplinary action was taken arbitrarily and was clearly excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 3 within seventy-two (72) hours after receipt by the Union of the University's written notification of the disciplinary action. Failure to submit a written grievance by the Union on behalf of the employee within the seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

Section F.

- 251 If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's authority shall be limited to the fact question of whether there was just cause and as follows:
- 252 1. If the arbitrator finds there was just cause, he may modify the disciplinary action taken only if it:
- (a) was taken arbitrarily or
 - (b) was excessive; otherwise he must affirm it.
- 253 2. If he finds there was no just cause, he shall nullify the disciplinary action taken.

ARTICLE XXXIV

GRIEVANCE PROCEDURE

Section A. Union Representation

- 254 1. Employees shall be represented by the Union in the grievance procedure as follows:
- 255 a. One steward and one alternate steward for each shift, geographic area, facility or department (hereinafter called District) set forth in Appendix D. Each steward and alternate steward shall be an employee with seniority working within the district he represents.
- 256 The alternate steward shall only represent an aggrieved employee when the steward is absent from work.
- 257 b. One chief steward for each combination of steward districts set forth in Appendix D. Each chief steward shall be an employee with seniority working within the combination of steward districts he represents.
- 258 c. The president of the Union or his designated representative who shall be employees with seniority.
- 259 d. The University and the Union shall on the request of either party meet to redistrict by mutual agreement, including an increase or decrease in the number of stewards. In the event the parties cannot agree, the question of adequate representation shall be decided by an arbitrator based on the presentation of the facts and arguments of the parties.

Section B. University Representation

- 260 The University will be represented in the grievance procedure as follows:
- 261 1. The immediate supervisor of the aggrieved employee;
- 262 2. The department head, or equivalent level of supervisor, (or his designated representative) of the aggrieved employee;
- 263 3. The University Review Committee.

Section C.

- 264 The Union shall furnish the University Review Committee with a list of the stewards, alternate stewards, chief stewards and executive officers. Any changes in the list shall be reported promptly to the University Review Committee in writing.
- 265 The University shall furnish the Union with a list of its department heads, or equivalent level of supervisor, and the members of its Review

Committee. Any changes in the list shall be reported promptly to the Union in writing.

Section D. Definition of Grievance

- 266 A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

Section E. Group Grievances

- 267 In the event that employees have a group grievance, it shall be sufficient if one employee or a steward submits the grievance on behalf of all named and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the agreement alleged to be violated are the same as they relate to each and every employee in the group.

Section F. Procedure

- 268 The following grievance procedure shall be the means for resolving grievances:

Step One - Oral

- 269 An aggrieved employee promptly should notify his immediate supervisor that he has a grievance. If the aggrieved employee wishes, he may refrain from discussing it with his immediate supervisor at that time and may have his steward represent him in an oral presentation which shall be scheduled within the shift or the employee's next shift during working hours or at the end of either shift if mutually convenient. Before the joint oral presentation of the grievance, the steward, at his request, shall have the opportunity to discuss the grievance with the employee and with other employees in his district, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the immediate supervisor.

Step Two - Written

- 270 If the aggrieved employee does not receive a satisfactory oral answer, or if he does not receive any answer, at Step One within one (1) mutual working day following the day of the oral presentation, he may reduce his grievance to writing and submit it to his department head (or equivalent level of supervisor), or his designated representative, for written answer, provided he submits it within the fifteen (15) calendar day period following the day on which he had knowledge of the facts giving rise to his grievance.
- 271 If the aggrieved employee wishes assistance in reducing his grievance to writing, he shall request his immediate supervisor to call his steward. In such a case the steward shall be called during that shift and arrangements made for a place and time either during the shift, or at the end of the shift if mutually convenient, to reduce the grievance to writing.

- 272 The grievance shall be dated and signed by the aggrieved employee and shall set forth the name of the steward, the facts, including dates, and provisions of the agreement that are alleged to have been violated and the remedy desired.
- 273 The grievance shall not be considered submitted until his department head (or equivalent level of supervisor), or his designated representative, receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee and the steward.
- 274 Upon receipt of the written grievance, his department head (or equivalent level of supervisor), or his designated representative, shall set a place and time during working hours, or at the end of the shift if mutually convenient, within the next three (3) working day period for a hearing of the grievance with the aggrieved employee and his chief steward who shall represent him in the hearing.
- 275 The department head (or equivalent level of supervisor), or his designated representative, shall make arrangements for the chief steward to be present for the hearing. Before the hearing of the grievance, the chief steward, at his request, shall have the opportunity to discuss the grievance with the employee and with other employees in his area of representation, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the department head (or equivalent level of supervisor), or his designated representative.

Step Three

- 276 If the aggrieved employee does not receive a satisfactory written answer, or if he does not receive a written answer, within the five (5) working day period following the day his written grievance was submitted to his department head (or equivalent level of supervisor), or his designated representative, or following the hearing, whichever time is later, the Union may submit the written grievance to the University Review Committee for written answer, provided the Union submits it within the ten (10) calendar day period following the day of receipt of an unsatisfactory answer at Step Two.
- 277 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours if mutually convenient, within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the Union president, or his designated representative, and at the Union's option the employee's chief steward and a Council 7 representative.
- 278 In such a case the University Review Committee shall make arrangements for the Union president, or his designated representative and the employee's chief steward to be present for the oral presentation. Before the hearing of the grievance, the Union president, or his designated representative, at his request, shall have the opportunity to discuss the grievance with the employee and with other employees, one at a time,

in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the University Review Committee.

Section G. Investigation by International and Council Representatives

- 279 Upon request to the University Review Committee, a representative of the International and a representative of Council 7 who will represent an employee in the grievance or arbitration procedures, may visit the University for the purpose of preparing the case for presentation.
- 280 During such a visit the representatives may view any area relevant to the grievance with the Union president or his designated representative. A representative of the University, at its option, may accompany the parties. In addition, the representatives and the Union president, or his designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the University and for a reasonable period of time.
- 281 During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the University.

Section H. Pay, Time Limits and Adjustment

- 282 An employee who loses time from his work during his normal working hours in the manner provided for in this Article shall do so without loss of time or pay.
- 283 A steward, alternate steward, chief steward, or the president of the Union or his designated representative will be granted a necessary and reasonable amount of time off during normal working hours without loss of time or pay for the purpose of handling grievances in the manner provided for in this Article.
- 284 Such union representatives and other employees shall receive permission from their immediate supervisor to leave their work, but must report back to their immediate supervisor when their part in the grievance handling has been completed.
- 285 If the aggrieved employee does not submit his grievance to Step Two or Step Three of the grievance procedure within the prescribed time limit, his grievance shall be considered settled on the basis of the University's answer at Step One or Step Two, as the case may be, except the University Review Committee may extend the time limit for submission to Step Three, providing the extension is requested by the aggrieved employee or the Union before the time limit ends.
- 286 The Union shall receive a copy of all written answers.

Section J. Liability

- 287 Except as otherwise specifically provided or limited, the University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

- 288 1. The period prior to thirty (30) calendar days prior to the time the grievance is submitted to his immediate supervisor as provided in Step One of the Grievance Procedure or is submitted as required at another step of the Grievance Procedure.
- 289 2. The period between the first date the arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the union.

ARTICLE XXXV

ARBITRATION

Section A. Submission to Arbitration

- 290 A grievance as defined in this agreement which remains unsettled after Step Three of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union giving written notice to the University Review Committee within the thirty (30) calendar day period following the date the written answer from the University Review Committee was delivered to the Union. Such notice shall identify the grievance and the issue and state the provisions of the agreement involved. If no such notice is given within the thirty (30) calendar day period, the grievance shall be considered settled on the basis of the Step Three answer.

Section B. Selection of Arbitrators

- 291 Following the written notice to the University Review Committee, the University and the Union shall meet to select an arbitrator. If an arbitrator is not selected within the seven (7) calendar day period following receipt of the written notice, either the University or the Union, or both, within the next seven (7) calendar days only, unless extended by mutual agreement, may request the American Arbitration Association to select an arbitrator under its rules. The arbitrator may not be in the employment of the University.

Section C. Terms and Conditions of Arbitration

- 292 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
- 293 1. The University and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.
- 294 2. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this agreement.

- 295 3. Except as otherwise provided and limited by this agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he may have received during his period of suspension from employment with the University.
- 296 4. An employee who loses time from his work during his normal working hours when testifying during an arbitration hearing shall do so without loss of time or pay.
- 297 5. The arbitrator's decision when made in accordance with his jurisdiction and authority established by this agreement shall be final and binding upon the University, the Union and the employee or employees involved.
- 298 6. The arbitration hearing, except as otherwise provided in this agreement or as agreed to between the University and the Union, shall be governed by the Labor arbitration rules of the American Arbitration Association.
- 299 7. The fees and expenses of the arbitrator, including the expense of a transcript which may be requested by either the University or the Union and furnished to the arbitrator, shall be shared equally by the University and the Union.

ARTICLE XXXVI

SPECIAL CONFERENCES

- 300 At the request of either the Union or the University, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his designated representative, and a designated representative of the University Personnel Office. Representatives of the Union, not to exceed four (4), shall not suffer loss of time or pay when absent from their normal schedule of work for the purpose of attending a conference. Conferences may be attended by representatives of Council 7 and the International. Benefit plan review and proper classification assignment will be appropriate subjects for conferences. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the University or the Union under the terms of the agreement.

ARTICLE XXXVII

MISCELLANEOUS

Section A.

- 301 It is not the University's intention to have work regularly and customarily performed by employees in the bargaining unit performed on University owned premises by sources outside the University during the term of this agreement.
- 302 In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University owned premises by a source outside the University, no employee in the bargaining unit shall suffer a loss of wages as a result of such a decision.

Section B.

- 303 It is the intent of the University to use student and temporary employees to supplement the regular work force and not replace it. Therefore no employee in the bargaining unit will be displaced as a result of student employees or temporary employees performing any work.
- 304 When a student employee or temporary employee has not been scheduled for work, he shall not be called to do the work which otherwise would have been performed by an employee in the bargaining unit on an over-time basis by extending his shift.

Section C.

- 305 A supervisor may perform work in the bargaining unit depending upon the nature, organization, and practical requirements of the operation for which he is responsible. Such work will only supplement and shall not be to the extent that it results in the displacement of any employee nor in the loss of any wages.

ARTICLE XXXVIII

WAIVER

- 306 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or

matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXIX

TERM OF AGREEMENT

307 This agreement shall become effective on November 15, 1968, and shall remain in full force and effect until and including December 31, 1970, and thereafter from year to year unless, within the ten (10) day period immediately preceding October 31, 1970 or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.

308 Executed this 15th day of November 1968.

The Regents of the
University of Michigan

American Federation of State,
County, and Municipal Employees,
AFL-CIO, Local 1583

By: /s/James R. Thiry

By: /s/Al Taylor
/s/George B. Thorp
/s/Robert C. Grosvenor
/s/Charles Minner

APPENDIX A

WAGE SCHEDULES

Schedule A.

Effective with the beginning of the first bi-weekly pay period following the execution date of this agreement, the wage schedule shall be as follows:

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	2.00	2.10	2.20	2.30
2	2.20	2.30	2.40	2.50
3	2.40	2.50	2.60	2.70
4	2.60	2.70	2.80	2.90
5	2.75	2.85	3.00	3.15
6	2.95	3.10	3.25	3.40
7	3.20	3.35	3.50	3.65
8	3.45	3.60	3.75	3.90
9	3.70	3.85	4.00	4.15
10	3.95	4.10	4.25	4.40
11	4.20	4.35	4.50	4.65
12	4.45	4.60	4.75	4.90

Schedule B.

Effective with the beginning of the twenty-seventh (27th) bi-weekly pay period following the execution date of this agreement, the wage schedule shall be as follows:

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	2.20	2.30	2.40
2	2.40	2.50	2.60
3	2.60	2.70	2.80
4	2.80	2.90	3.00
5	2.95	3.10	3.25
6	3.20	3.35	3.50
7	3.45	3.60	3.75
8	3.70	3.85	4.00
9	3.95	4.10	4.25
10	4.20	4.35	4.50
11	4.45	4.60	4.75
12	4.70	4.85	5.00

IMPLEMENTATION OF WAGE SCHEDULES

Schedule A.

Effective with the effective date of Schedule A employees will be paid an hourly rate within the pay grade for the classification to which they are assigned dependent upon their relative position and hourly rate in the Service and Maintenance Compensation Schedule, effective July 1, 1967 as follows:

1. Hourly rate less than Step 3 to Schedule A, Step 1.
2. Hourly rate at Step 3, but less than Step 4 to Schedule A, Step 2.
3. Hourly rate at Step 4, but less than Step 5 to Schedule A, Step 3.
4. Hourly rate at Step 5 or above to Schedule A, Step 4, except that any employee already paid an hourly rate at or above Step 4 of Schedule A shall have his rate maintained.

For purposes of implementing Schedule A, any employee whose hourly rate is one cent (1¢) less than the published hourly rate for any Step in the July 1, 1967 Schedule shall be considered to be at that Step.

Schedule B.

Effective with the effective date of Schedule B employees, dependent upon their Step in Schedule A at the effective date of Schedule B, will be paid an hourly rate as follows:

1. Employees at Step 1 or Step 2 of Schedule A to Step 1 of Schedule B.
2. Employees at Step 3 of Schedule A to Step 2 of Schedule B.
3. Employees at Step 4 of Schedule A to Step 3 of Schedule B, except that any employee already paid an hourly rate at or above Step 3 of Schedule B shall have his rate maintained.

APPENDIX B

41.

CLASSIFICATION TITLES AND PAY GRADES

<u>Classification Title</u>	<u>Pay Grade</u>	<u>Classification Code</u>
Aide Anesthetist	3	90028
Aide Audio Visual	3	94268
Aide Engineering	3	94258
Aide I Nurse	2	90568
Aide I Psychiatric	3	90128
Aide I X-Ray	2	90328
Aide II Nurse	3	90578
Aide II Psychiatric	4	90178
Aide II X-Ray	3	90338
Aide III Nurse	4	90598
Aide Laboratory	3	90078
Aide Occupational Therapy	2	90518
Aide Physical Therapy	3	90108
Aide Teachers	1	90368
Assistant Receiving and Shipping	7	94848
Attendant Ambulance	5	90448
Attendant Laboratory	2	90088
Attendant Linen	1	93318
Attendant Pharmacy	3	90478
Attendant Tool Room	7	93808
Attendant	3	93238
Attendant Checkroom	1	96078
Attendant I Parking	1	95008
Attendant II Parking	3	94888
Attendant Service Station	4	93598
Attendant Locker Room	2	93208
Baker I	3	92108
Baker II	4	92138
Baker III	5	92128
Baker IV	6	92158
Baker V	7	92118
Bellboy	1	96098
Binder Book	6	94378
Binder Custom	9	94388
Camerman I	8	94548
Camerman II	10	94558
Caretaker	3	93048
Caretaker I Animal	3	95148
Caretaker II Animal	4	95168
Carrier I Mail	3	94998
Carrier II Mail	4	94948
Carrier III Mail	5	94958
Carrier IV Mail	6	94918

Checker	2	95048
Classifier I	3	95098
Classifier II	4	95018
Classifier Weigher	4	95038
Cleaner Light Fixture	4	93968
Cleaner Venetian Blind	4	93058
Clerk Express	6	94188
Clerk Parcel Post	6	94128
Clerk Stock	7	94158
Clerk Stores	4	94168
Compositor I	7	94108
Compositor II	10	94528
Cook I	2	92058
Cook I Metabolic	4	92168
Cook II	3	92238
Cook II Metabolic	7	92148
Cook III	4	94408
Cook IV	7	92278
Cook V	6	92247
Cook VI	7	92257
Cutter Meat	7	92068
Deckhand	2	94988
Demonstrator	5	90198
Dispatcher I	3	94968
Dispatcher	7	93898
Dispenser I	2	90628
Dispenser II	4	90638
Dispenser III	5	90648
Doorman	3	93278
Escort	1	90418
Feeder and Folder	1	95028
Finisher Book	9	94538
Fire Fighter	7	94518
Gardener	5	93938
Gardener Assistant Botanical	5	93908
Gardener Botanical	8	93918
Greaseman	4	93618
Group Leader Bakery	7	92098
Group Leader Duplicator Operator	5	98328
Group Leader Elevator Operator	4	93258

Group Leader Food Service	5	92758
Group Leader I Laundry	3	95108
Group Leader II Laundry	6	95088
Group Leader Mail Carriers	6	94938
Group Leader Maintenance Mechanic	8	94488
Group Leader Meat Cutter	8	91058
Group Leader Pack Room	4	90248
Group Leader Patient Equipment	5	94228
Group Leader Shipping	6	92388
Group Leader Stockmen	6	94198
Helper Washman	4	95058
Janitor	3	93068
Janitor Head	4	93077
Laborer	6	93438
Laborer	3	93078
Laborer Athletics	5	93448
Laborer Grounds	4	93478
Laborer Group Leader	7	93428
Laborer Lead Grounds	7	93518
Locksmith	8	93368
Locksmith Head	9	93378
Machinist	11	93818
Machinist I Lab	7	93838
Machinist II Lab	9	93858
Machinist III Lab	11	93848
Maid I	1	93328
Maid II	2	93348
Maid III	3	93358
Maker Ice Cream	6	92218
Man Oven	6	92188
Mechanic I Auto	7	94498
Mechanic I General Maintenance	4	94458
Mechanic II Auto	10	93708
Mechanic II General Maintenance	4	94468
Mechanic III General Maintenance	7	94478
Mechanic IV General Maintenance	9	93668
Mechanic Meter and Gate	7	93778
Mechanic Service	7	94448
Mender Book	3	98028

Messenger I	1	94908
Messenger II	2	94928
Millwright	8	93788
Mixer	6	92178
Mounter Plant	3	94818
Oiler Ship	7	93973
Operator Dry Tumbler	5	95118
Operator I Duplicator Production	4	98308
Operator II Duplicator Production	6	98318
Operator Elevator	2	93268
Operator Extractor	5	95128
Operator I Address Machine	3	98148
Operator I Letterpress	8	94208
Operator I Motor Vehicle	5	93648
Operator II Address Machine	4	98158
Operator II Letterpress	10	94358
Operator II Motor Vehicle	6	93658
Operator Light Equipment	5	93638
Operator Linotype	10	94078
Operator Sterilizer	3	90268
Operator Wrap Machine	5	92268
Operator/repairman Letterpress	11	94368
Operator/repairman Linotype	11	94088
Preparator Botanical	4	94838
Presser	2	95078
Pressman	7	94048
Pressman I Offset	8	94288
Pressman II Offset	10	94298
Pressman III Offset	11	94308
Printer	12	91018
Processor I	2	90278
Processor I Film	3	90238
Processor II	3	90258
Processor II Film	4	90228
Repairman Athletic Equipment	4	93218
Repairman Instrument	4	93868
Repairman Extinguisher	5	93798
Seaman Able Bodied	7	93988
Seamstress I	2	93418
Seamstress II	3	93408

Steward Inglis House	7	92338
Steward Ship	7	92328
Stockman Driver	5	94178
Stockman I	2	94218
Stockman II	3	94098
Stockman III	4	94138
Stockman IV	5	94148
Stripper	11	94398
Trimmer Lead Tree	8	93488
Trimmer Tree	7	93468
Typist I Composition	2	98178
Typist II Composition	4	98168
Typist Sr. Composition	5	98188
Upholsterer I	8	94438
Upholsterer II	10	94428
Upholsterer Lead	11	93067
Washer car	3	93608
Washer Head Window	6	93148
Washer Wall	4	93168
Washer Window	5	93138
Washman	5	95068
Watchman	3	93048
Wiper Ship	2	94978
Worker Bindery	2	94018
Worker I Finishing	2	94238
Worker I Food Service	1	92718
Worker II Finishing	3	94248
Worker III Finishing	6	94338
Worker III Food Service	3	92748
Worker IV Finishing	8	94278
Worker Incinerator	7	93878
Worker Lead Incinerator	8	93888
Wrapper	4	98118

APPENDIX C

IN SERIES CLASSIFICATIONS

- (4) Operator II, Addressing Machine
- (3) Operator I, Addressing Machine

- (3) Aide, Lab
- (2) Attendant, Lab

- (4) Aide III, Nurse
- (3) Aide II, Nurse
- (2) Aide I, Nurse

- (4) Aide II, Psychiatric
- (3) Aide I, Psychiatric

- (3) Aide II, X-Ray
- (2) Aide I, X-Ray

- (4) Repairman, Athletic Equipment
- (2) Attendant, Locker Room

- (3) Attendant II, Parking
- (1) Attendant I, Parking

- (7) Baker V
- (7) Group Leader Bakery
- (6) Baker IV
- (5) Baker III
- (4) Baker II
- (3) Baker I

- (9) Binder, Custom
- (9) Finisher, Book
- (6) Binder, Book
- (2) Bindery Worker
- (3) Book Mender

- (4) Caretaker II, Animal
- (3) Caretaker I, Animal

- (7) Cook II, Metabolic
- (5) Cook I, Metabolic

- (7) Steward Inglis House
- (7) Cook VI
- (6) Cook V
- (5) Cook IV
- (4) Cook III
- (3) Cook II
- (2) Cook I

- (5) Dispenser III
- (4) Dispenser II
- (2) Dispenser I

- (5) Group Leader, Duplicator Operator
- (4) Operator Duplicator, Production

- (4) Group Leader, Elevator Operator
- (2) Operator, Elevator

- (8) Finishing Worker IV
- (6) Finishing Worker III
- (3) Finishing Worker II
- (2) Finishing Worker I

- (4) Group Leader, Food Service Worker
- (3) Worker III, Food Service
- (2) Worker II, Food Service
- (1) Worker I, Food Service

- (6) Mixer
- (6) Man, Oven
- (6) Maker, Ice Cream
- (5) Operator Wrap Machine

- (8) Gardener, Botanical
- (5) Assistant Gardner, Botanical
- (5) Gardner

- (5) Laborer, Lead Grounds
- (5) Operator, Light Equipment
- (5) Laborer, Athletics
- (4) Laborer, Grounds
- (3) Laborer

- (8) Worker Lead Incinerator
- (7) Worker Incinerator

- (4) Janitor, Head
- (3) Janitor

- (7) Laborer Group Leader
- (6) Laborer

- (6) Group Leader II, Laundry
- (5) Washman
- (5) Operator Extractor
- (5) Operator Dry Tumble
- (4) Helper Washman
- (4) Classifier - Weigher
- (4) Classifier II
- (3) Classifier I
- (3) Group Leader I, Laundry
- (3) Seamstress II
- (2) Seamstress I

(Series Continued from Bottom of Page 47)

- (2) Checker
- (2) Presser
- (1) Feeder and Folder

- (12) Locksmith Head
- (8) Locksmith

- (11) Machinist III, Lab
- (11) Machinest
- (9) Machinist II, Lab
- (7) Machinist I, Lab

- (2) Maid II
- (1) Maid I

- (6) Group Leader, Mailcarrier
- (6) Clerk Parcel Post
- (5) Carrier III Mail
- (4) Carrier II Mail
- (3) Carrier I Mail

- (9) Mechanic IV, General Maintenance
- (8) Group Leader, Maintenance Mechanic
- (7) Mechanic III, General Maintenance
- (5) Mechanic II, General Maintenance
- (4) Mechanic I, General Maintenance

- (8) Group Leader, Meat Cutter
- (7) Cutter, Meat

- (10) Mechanic II Auto
- (7) Mechanic I Auto

- (2) Messenger II
- (1) Messenger I

- (6) Operator II Motor Vehicle
- (5) Operator I Motor Vehicle
- (4) Attendant Service Station
- (4) Greaseman
- (3) Washer Car

- (7) Oiler Ship
- (2) Wiper Ship

- (11) Operator Repairman Linotype
- (10) Operator Linotype

- (11) Operator Repairman Letterpress
- (10) Operator II Letterpress
- (8) Operator I Letterpress

- (11) Pressman III Offset
- (10) Pressman II Offset
- (8) Pressman I Offset
- (7) Pressman Offset
- (6) Worker Offset

- (4) Preparator, Botanical
- (3) Mounter, Plant

- (4) Processor II, Film
- (3) Processor I, Film

- (7) Seaman, Able Body
- (2) Deckhand

- (3) Operator, Sterilizer
- (3) Processor II
- (2) Processor I

- (7) Clerk Stock
- (7) Assistant Receiving and Shipping
- (6) Group Leader Stock
- (6) Group Leader Shipping
- (5) Stockman IV
- (4) Stockman III
- (3) Stockman II
- (2) Stockman I

- (8) Trimmer, Lead Tree
- (7) Trimmer, Tree

- (5) Typist, Senior Composition
- (4) Typist II Composition
- (2) Typist I Composition

- (11) Upholster - Lead
- (10) Upholster II
- (8) Upholster I

- (6) Washer Head Window
- (5) Washer Window
- (4) Cleaner Venetian Blind
- (4) Washer, Wall
- (4) Cleaner, Light Fixture

APPENDIX D

STEWARD DISTRICTS AND CHIEF STEWARD AREAS

Chief Steward Area A - North Campus

Steward Districts:

- A 1 = North Campus Commons; Chrysler Center
- A 2 = Bursley Hall; School of Music; Vera Baits Houses; Northwood Apartments I, II, III, IV
- A 3 = I. S. T. Building, University Printing; Library Storage and Bindery
- A 4 = Buildings in area bounded by North Campus Boulevard, Murfin, Hubbard, both sides of Hayward excluding North Campus Commons and Chrysler Center but including Highway Safety Research Institute and the incinerator.

* One afternoon steward for (A1, A2, A3, and A4)

Chief Steward Area B - Medical Center

- B 1 = Hospital Floors 1, 2
- B 2 = Hospital Floors 3, 4
- B 3 = Hospital Floor 5
- B 4 = Hospital Floors 6, 7
- B 5 = Hospital Floors 8, 9
- B 6 = Hospital Floors 10, 11, 12, 13
- B 7 = Outpatient Clinic; North Outpatient Building
- B 8 = Neuropsychiatric Institute; Intern's Residence, Children's Psychiatric Hospital
- B 9 = Women's Hospital; Mott Children's Hospital; Center for Continuing Medical Education; Medical Center Parking Structure and Lot; Simpson Memorial Institute
- B 10 = L. D. Buhl Research Center; Catherine Street Parking Structure; Kresge Medical Research; Kresge Medical Library; Mammalian Genetics Center; Mental Health Research Institute; Radiation Laboratory (special projects building); Speech Clinic; Victor Vaughn House; Wood Technology Building; Kresge Medical Research II; Kresge Hearing Research
- B 11 = Medical Science I; Medical Science II; Animal Research Center; Nursing School
- B 12 = Parkview Medical

* One afternoon steward for (B1, B2); (B3, B4); (B5, B6); (B7, B8, B9, B10, B11); (B12)

** One evening steward for (B1 through B11); (B12)

Chief Steward Area C - Central Campus

- C 1 = Mary Markley Hall; Michigan Children's Institute, University Terrace Apartments
 - C 2 = Alice Lloyd Hall; Observatory
 - C 3 = Couzens Hall
 - C 4 = Mosher-Jordan Halls; School of Public Health
 - C 5 = Area bounded by Ann, Forest, North University and State Street excluding districts C1, C2 and C3 but including Lane Hall and Harris Hall
 - C 6 = Food Service Building
 - C 7 = Laundry
 - C 8 = Ground Crew Garage (By Laundry)
 - C 9 = Michigan League
 - C 10 = Stockwell Hall; Women's Athletic Building; Women's Pool; Oxford Housing
 - C 11 = Area bounded by East University, North University, Forest and South University
 - C 12 = Area Bounded by North University, State Street, South University and East University
 - C 13 = East Quadrangle; East University Building
 - C 14 = Area bounded by South University, State Street, Hill Street and East University and Arboretum
 - C 15 = Area bounded by State Street, Liberty, Fifth Avenue, and Madison excluding West Quadrangle and Michigan Union but including William Street and Fourth Street Buildings
 - C 16 = West Quadrangle
 - C 17 = Michigan Union
 - C 18 = South Quadrangle
- * One afternoon steward for (C4, C10); (C5); (C11); (C12); (C14); (C15)
- ** One evening steward for (C12)

Chief Steward Area D - Stadium Area

- D 1 = Transportation; University Press Warehouse General Stores, Property Control (All in one building)
 - D 2 = Plant Building and Annex; Administrative Services Building; Data Processing
 - D 3 = All Stadium area Athletic Buildings; Fletcher Hall
 - D 4 = Botanical Gardens; Radrick Farms; Radrick Golf Course
- * One afternoon steward for (D1, D2, D3); (D4)
- ** One evening steward for (D1, D2, D3); (D4)

Chief Steward Area E - Willow Run

E 1 = Willow Run Airport - West Side
E 2 = Willow Run Airport - East Side

* One afternoon steward for (E1); (E2)

** One evening steward for (E1); (E2)

Chief Steward Area F - Dearborn Campus

F 1 = Dearborn Campus

* One afternoon steward for (F1)

Notwithstanding the provisions of Article XXXIV and in the event that a grievance arises in any district not set forth above, Union representation shall be as follows:

1. The aggrieved employee may have any employee, if any at his work location, represent him at Step One.
2. Thereafter, if he reduces his grievance to writing he shall send one copy to the attention of the Union president and another copy to the University Review Committee and at the request of the Union a hearing shall be scheduled as provided at Step 3 of the Grievance Procedure.
3. If both the University and the Union deem it advisable, arrangements will be made to have the aggrieved employee present at the hearing.

APPENDIX E
SENIORITY GROUPS

Each of the following groupings of employees shall be a separate seniority group:

- A. Hospital; Medical School; School of Nursing; Health Service
- B. University Housing; Martha Cook; Lawyers' Club; Residential College
- C. Michigan Union; Michigan League; North Campus Commons
- D. Plant Department (Ann Arbor); Transportation Service; Intercollegiate Athletics; Mail Service (excluding Hospital Mail Service); Parking Operations
- E. Laundry
- F. Stores (Chemistry, General, Physics); University Press Warehouse; Food Service; Printing and Binding
- G. Student Publications
- H. Great Lakes Research
- J. Willow Run Labs and Airport
- K. Dearborn Campus
- L. In addition, each other numbered department shall be a separate seniority group.

MEMORANDUM OF UNDERSTANDING

This confirms our agreement that:

1. Each full-time employee on the active payroll on July 1, 1968, and still on the active payroll on the execution date of this agreement shall receive a lump sum payment of \$100.00.
2. A Part-time employee on the active payroll on July 1, 1968, and still on the active payroll on the execution date of this agreement shall receive a lump sum payment in an amount based upon his normal schedule of hours per calendar week which is directly proportionate to that received by a full-time employee.

Accepted for Local 1583,
AFSCME

For The Regents of the
University of Michigan

By /s/Al Taylor
/s/George B. Thorp
/s/Robert C. Grosvenor
/s/Charles Minner

By /s/James R. Thiry

Executed on November 15, 1968

MEMORANDUM OF UNDERSTANDING

This confirms our agreement that:

1. Notwithstanding the provisions of Article X, Overtime, and at the option of the majority of employees in each group, the University may provide compensatory time off rather than pay for employees assigned to Great Lakes Research and Student Publications.
2. Any employee who is assigned to a position in which gratuities are regularly and customarily available shall receive an hourly rate of \$2.00 per hour during the period of that assignment.
3. In connection with Article XVI, Probationary Employees, it is the understanding of the parties that an employee hired before the date of this agreement is executed shall be a probationary employee for his first six (6) months of employment or for his first three (3) months of employment from the date of this agreement, whichever period of time ends sooner.
4. It is the understanding of the parties that Section C. 2. of Article XVIII need not be applied for up to thirty (30) days following the execution date of this agreement.
5. Where currently in effect for an employee, a uniform and/or maintenance, if any, will continue to be provided.
6. Where currently in effect for an employee necessary wash up time will continue to be provided in those situations when the conditions of his job require it.

Accepted for Local 1583,
AFSCME

For The Regents of the
University of Michigan

By /s/Al Taylor
/s/George B. Thorp
/s/Robert C. Grosvenor
/s/Charles Minner

By /s/James R. Thiry

Executed on November 15, 1968.

Prepared as another service of:
Michigan State Employees Union, AFSCME, AFL-CIO
805 West Allegan Street, Lansing, Mi. 48915