

December 31st, 1973

AGREEMENT

between

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN



and



AFSCME LOCAL - 1583

AFFILIATED WITH COUNCIL NO. 7

LABOR AND INDUSTRIAL
of the RELATIONS LIBRARY

Michigan State University
AMERICAN FEDERATION of STATE,
COUNTY, and MUNICIPAL EMPLOYEES, AFL-CIO

February 8, 1971

Michigan, University of

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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 fixed at the time of employment to not exceed four (4) consecutive months, and will not exceed four (4) consecutive months without the consent of the Union, and is for the purpose of meeting staffing shortages, staffing short-term projects and relieving for employee absences or is irregular and casual.
- 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.
- 7 5. The term “student employee” shall mean any individual, or individuals, (1) enrolled in the University and whose normal schedule of work is less than thirty (30) hours per calendar week or (2) pursuing a University educational program for which services related to that educational program are rendered.

It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working on a full-time basis during the following periods:

- a. between consecutive terms;
- b. during the Spring-Summer term (May-August).

ARTICLE II

MANAGEMENT RIGHTS

8 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 classifica-

tions, 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

- 9 The Union and its officials will not cause, support, or condone, nor shall any employee or employees 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

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

ARTICLE IV

NON-DISCRIMINATION

Section A.

- 11 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.

- 12 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.

- 13 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.

Section C.

- 14 The University shall not discriminate against, intimidate, restrain or coerce any employee because of or with respect to his lawful union activity or his membership or non-membership in the union.

ARTICLE V

UNION SECURITY

Section A.

- 15 During the life of this agreement and to the extent the laws of the State of Michigan permit:
- 16 1. Every individual who becomes an employee after the execution date of this agreement and in the month following thirty (30) calendar days employment in the bargaining unit, shall tender to the union, as a condition of continued employment, either the

uniformly required initiation fee or in the alternative an amount equivalent to the uniformly required initiation fee as a processing fee.

- 17 2. Every employee, beginning with the month following thirty (30) calendar days employment in the bargaining unit, and every month 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.

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

- 19 1. The union first has notified the employee by letter, explaining that he is delinquent in not tendering either the uniformly required initiation fee or processing fee and/or 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 initiation fee or processing fee and/or 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
- 20 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:

- 21 “The union certifies that _____ has failed to tender either uniformly required initiation fee or processing fee and/or 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.

- 22 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.

Section D.

- 23 To assist new employees with their obligation under this Article, the University will advise them of this obligation in writing, provide them with a Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge form and the address of the Union’s headquarters.

ARTICLE VI

INITIATION FEE OR PROCESSING FEE AND DUES OR SERVICE CHARGE CHECKOFF

- 24 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 an initial fee or processing fee and one month's current and periodic Union dues or service charge based upon a uniform dues and initiation fee schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF INITIATION FEE OR PROCESSING FEE AND UNION DUES OR SERVICE CHARGE

Local 1583, AFSCME

Name _____
(type or print)

Social Security No. _____

Department _____

- 25 I authorize the University to deduct from wages earned or to be earned by me an initial Initiation Fee or Processing Fee (check one) and 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.

- 26** 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

- 27** The following certification form shall be used by the Union when certifying initiation fee or processing fee and membership dues or service charge:

CERTIFICATION OF SECRETARY OF UNION

- 28** I certify that the membership dues or service charge for employees in the bargaining unit is _____ per _____ and that the initiation fee or processing fee is \$ _____.

Date _____

Signature _____
Secretary of Union

Date of Delivery to University _____

- 29** 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 Initiation Fee or Processing Fee and Union Dues or Service Charge" and (2) the amount of the initiation fee or processing fee and 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 initiation fee or processing fee and 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.

- 30** An employee may revoke his "Voluntary Authorization For Deduction of Initiation Fee or Processing

Fee and Union Dues or Service Charge” only as provided by the terms of his voluntary authorization.

31 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 Initiation Fee or Processing Fee and Union Dues or Service Charge.”

32 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

33 The University shall provide the Union with space on not less than seventy-five (75), unless the parties mutually agree to a different number, glass enclosed, lockable bulletin boards. The Union will be

furnished with one (1) key for each board and a list of locations. The Union's exclusive space on these boards shall be thirty-six (36) inches by forty-two (42) inches which shall be 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:

- 34 a. Recreational and social events of the Union;
- 35 b. Union meetings;
- 36 c. Union elections, appointments;
- 37 d. Results of Union elections.

38 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. Schedule of Work

- 39 Each full-time employee, unless he is specifically designated as having a special schedule, shall have a regular schedule of work which shall consist of the following:
- 40 1. Five (5) consecutive work days of eight (8) hours each, excluding the lunch period provided in Section B, if non-paid, followed by two (2) consecutive days off and

41 2. Starting times which do not vary from earliest to latest, by more than four (4) hours. The first work day of a regular schedule of work may begin on any calendar day.

42 "Special Schedule" means a schedule of work other than a regular schedule of work for which no notice of assignment for an entire calendar week need be given. This Section shall not be construed as and is not a guarantee of any hours of work per day or calendar week.

Section B. Lunch Periods

43 Lunch Periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) consecutive minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes. If an employee has already started his non-paid lunch period as scheduled for a work day and he is directed to, and does, return to work before the end of thirty (30) consecutive minutes, he shall be paid for the time not worked prior to returning to work. Thereafter the non-paid lunch period need not be rescheduled.

Section C.

44 A full-time employee's assignment to a regular schedule of work will reoccur from calendar week to calendar week, while such a schedule exists and within the starting time variation permitted by Section A. for a minimum of twelve (12) calendar weeks. Such an employee will be given four (4) calendar days' notice of his assigned schedule of work for the entire calendar week.

- 45 Changes in such an employee's assigned regular schedule of work will not be made from one calendar week to the next, except for employee absences and variations in the regular amount of work which were known prior to the required four (4) days notice of his assigned schedule.
- 46 Changes in such an employee's assigned regular schedule of work will not be made during the calendar week, except for employee absences and unforeseen variations in the regular amount of work.
- 47 If a change in an assigned regular schedule of work is made as provided by this Section, the employee with the least seniority who is assigned to the same classification and schedule in the same department, or subdivision of a department such as a building, a separate geographic location or patient care unit, will be changed, but not more than two (2) consecutive times, providing the change would not adversely affect the operation of the University.
- 48 If there are further changes, this procedure will be followed in reverse order of seniority until all employees have been changed. Thereafter, if necessary the procedure will be repeated.
- 49 In any case, a change in such an employee's assigned regular schedule of work will not be considered a violation of this Article when it results from the application of any other provisions of this agreement or to maintain full-time employment.

Section D.

- 50 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.

Section E.

- 51** An employee who needs time to wash because of the nature and conditions of his job, will be excused by his supervisor to use necessary time, not to exceed ten (10) minutes, to wash before the end of his working period.

ARTICLE IX CLASSIFICATIONS AND WAGES

Section A. Wage Schedule

- 52** Wages shall be paid in accordance with the wage schedules as set forth in Appendix A.
- 53** 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

- 54** 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 which have a job content sufficiently similar or dissimilar in nature to provide a practical comparison.

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

- 55 The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Section B.
- 56 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.
- 57 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.
- 58 3. If there is a 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

59 An overtime premium of one-half the employee's hourly rate and shift premium or special premium, if applicable, will be paid for time worked as follows:

1. In excess of eight (8) hours in a day;
2. In excess of forty (40) hours in a calendar week;
3. During scheduled time off for a full-time employee on a regular schedule of work who has fully worked each of his scheduled work days in the calendar week except as such scheduled time off may be changed as provided in Section C. of Article VIII.

Section B. Pyramiding

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

Section C. Scheduling

- 61** 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 circumstances do not permit advance notice, an employee will be expected to work unless sufficient other employees capable of doing the work are available in which case an employee who does not wish to work will be excused from overtime.

Section D. Distribution

- 62** 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 before an employee from another classification or another unit of distribution is assigned the work on an overtime basis. In this connection the University need not call in an employee to work rather than extend the shift of an employee already at work.
- 63** 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.
- 64** 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 rec-

tified in the future scheduling of overtime. An overtime record shall be maintained for each unit of distribution and posted within seventy-two (72) hours after any overtime is worked. Overtime assigned and not worked, whether excused or not, shall be color coded in red when posted. Overtime worked shall be posted in a contrasting color.

Section E. Definitions

65 For the purposes of this Article and the computation of overtime premium the following definitions shall apply:

- 66** 1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
- 67** 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- 68** 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.
- 69** 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

- 70** 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.
- 71** A shift premium of twenty cents (20¢) 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.
- 72** 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.
- 73** A premium of twenty cents (20¢) per hour shall be paid to an employee during the period of time he is assigned to a special schedule and subject to schedule changes without notice. When an employee receives this premium, he shall not receive a shift premium.

ARTICLE XII

CALL BACK PAY

- 74** 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 or special schedule 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, except for a lunch break, into their shift, provided the University permits him to work his assigned schedule of work for that day. 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

REPORTING PAY

- 75** A full-time employee who reports to work at his scheduled starting time when he has not been notified that no work is available shall be paid his hourly rate, plus shift premium or special schedule premium, if applicable, for not more than four (4) hours for any portion of the four (4) hour period during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University such as fire, flood, tornado, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report through his own fault, such as absence or failure to provide a correct address or telephone number.

ARTICLE XIV

RATES OF PAY ON TRANSFER

- 76 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.
- 77 2. When an employee is transferred from one classification to another classification in the same pay grade, his hourly rate shall remain the same.
- 78 3. When an employee is transferred to a classification in a lower paygrade, his hourly rate shall be maintained or shall be set at the top rate of the pay grade, whichever hourly rate is the lower.
- 79 4. When an employee is transferred on a temporary basis to a classification in a higher pay grade for a continuous four (4) hour period 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.
- 80 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 XV

SENIORITY DEFINITION AND LOSS OF SENIORITY

Section A. Definition

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

- 82 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.
- 83 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 D.

Section B. Loss of Seniority

- 84 An employee shall lose his seniority and no longer be an employee if:
- 85 1. He resigns or quits;
- 86 2. He is discharged or terminated (unless reversed through the Grievance or Arbitration Procedure);
- 87 3. He retires;
- 88 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 and the Union president, or his designated representative, has been notified in writing of that fact, except when the failure to return to work is due to circumstances beyond the control of

the employee and the University has been so notified.

- 89 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
- 90 6. He is absent from work for three (3) consecutive 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. In addition, the Union president, or his designated representative, shall be notified in writing of that fact.

- 91 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, except that in the event of employment termination as provided in paragraph 70 or 72, a grievance may be submitted, provided it is submitted in writing within seventy-two (72) hours after the Union president, or his designated representative, has received written notification of the termination.

ARTICLE XVI

SENIORITY AND ADDRESS LIST

Section A. Seniority List

- 92** The University shall prepare and maintain a seniority list which shall show the names, classification title, department number, pay grade, hourly rate 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 three months.
- 93** 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.
- 94** 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

- 95** Within thirty (30) days after the date of this agreement, and every three 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.

Section C. Hire, Termination and Leaves of Absence Lists

- 96** The University, on a monthly basis, shall give to the Union (Local 1583) one copy of each of the following: (1) list of employees hired during the previous calendar month, (2) list of employees terminated, for whatever the reason, during the previous calendar month and (3) employees on a leave of absence. In addition to names, these listings shall include the same information provided on the seniority list.

ARTICLE XVII PROBATIONARY EMPLOYEES

- 97** 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.
- 98** No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures.
- 99** 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 XVIII
REDUCTION OF THE WORKING FORCE
AND RECALL PROCEDURES

Section A. Procedure for the Reduction of the Working Force

- 100** 1. When employees are removed from a classification within a department for the purpose of reducing the working force in that classification in that department, the employees with the least seniority in the affected classification in that department shall be removed first, provided that the employees remaining in the classification have the ability to perform the work available.
- 101** 2. A removed employee shall be transferred, conditioned upon ability to perform the work available, in the following order of priority:
- (a) To a vacancy, if any, in the same classification in another department;
 - (b) To a vacancy, if any, in another classification in the same pay grade within the department;
 - (c) To a vacancy, if any, in another classification in the same pay grade in another department;
 - (d) To replace an employee with less seniority, if any, in the same classification in another department;
 - (e) To replace an employee with less

seniority, if any, in another classification in the same pay grade within the department;

- (f) To replace an employee with less seniority, if any, in another classification in the same pay grade in another department;
- (g) To a vacancy, if any, in a classification assigned to the next lower pay grade within the department;
- (h) To a vacancy, if any, in a classification assigned to the next lower pay grade in another department;
- (i) To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the department;
- (j) To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade in another department.

102 3. A removed employee not transferred as provided in 2. above shall have the procedure set forth in 2. (g), (h), (i) and (j) above applied to classifications assigned to each succeeding next lower pay grade until he is transferred or laid off.

103 4. The procedure set forth in 2. and 3. above shall be applied for an employee who is replaced as a result of the application of the above procedures until he is transferred or laid off.

- 104 5. In applying the above procedures, probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing non-probationary employees.
- 105 6. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option does not become a temporary employee.

Section B. Procedure for Recall

- 106 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, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for reduction of the working force.

Section C. Seniority Preference

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

Section D. Temporary Layoffs

- 108** 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 Reduction of the Working Force or Recall Procedures. The Union will be notified of such temporary adjustments. If such temporary adjustments continue for more than five (5) work days, the Union can request the University to apply the reduction of the working force procedure and the University will do so within the following five (5) work days.

Section E. Notice to Union and Liability

- 109** Names of employees removed from a classification or laid off in a reduction of the working force and recalled to work shall be given to the Union Office in writing. A grievance alleging a violation of the reduction of the working force or recall procedures may be processed through Grievance and Arbitration Procedures, provided it is submitted in writing at Step Two within seventy-two (72) hours after the Union receives notification of a removal or layoff or a recall to work.

ARTICLE XIX

PROMOTIONS AND OTHER TRANSFERS

Section A. Definitions

110 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.

111 2. Regular Job Opening

A "regular job opening" is a position which is expected to be filled for more than four (4) consecutive months. In the event that a position which was not expected to be filled for more than four (4) consecutive months is still filled after four (4) consecutive months, that position, upon request of the Union president, or his designated representative, will become a "regular job opening" subject to the provisions of this Article for the balance of the need for it to be filled. The University will notify the Union office if the position is still filled after four (4) consecutive months.

Section B. Position and Shift Changes Within a Seniority Group

- 112** 1. An employee who wishes to change from one position to another position or from one shift to another shift within his own classification and seniority group, as defined

in paragraph 83, shall fill out a "Request for Transfer" form supplied by the University identifying the position and shift and file it within his seniority group at a place designated by the University. The employee and the Union office will receive a copy of the filled out "Request for Transfer" form.

- 113 2. Prior to making a promotion within a seniority group, all requests for position or shift transfer 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. If an employee has filed more than one "Request for Transfer," only the two (2) most recently dated requests must be considered by the University in making transfers.
- 114 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. The Union president, or his designated representative, will receive written notification where such an offer would adversely affect the operation of the University.

Section C. Promotions Within a Seniority Group

- 115 In making a 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 2 through 6. When the classification is assigned to pay grade 7 or above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control.

Section D. Promotions and Transfers—Posting and Bidding Procedure

- 116** If a regular job opening is not filled from within a seniority group, and the University determines to fill the opening, the regular job opening, except for openings in Pay Grade 1, will be posted throughout a posting area as set forth in Appendix E. for five (5) calendar days. When the opening is filled, the employee with the most seniority among the bidders in the posting area who has the qualifications will be given the promotion or transfer when the classification is assigned to Pay Grade 2 through 6. When the classification is assigned to Pay Grade 7 or above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control.

Section E. General Provisions

- 117** When a regular job opening is posted in accordance with Section D, the posting will note the classification, the pay grade, the department and the starting time. A copy of the posting will be sent to the Union office.
- 118** During any period in which employees are being considered for promotion or transfer and during any posting period. the regular job opening may be filled by anyone on a temporary basis.

- 119** Only bids received by the University within the posting period at a place designated by the University will be considered by the University prior to making a promotion or transfer.
- 120** An employee 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 and given a written notice of the reason. A copy of this notice will be sent to the employee's chief steward and to the Union office.
- 121** 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.
- 122** In the event that an employee is returned to the classification from which he was promoted, the University shall consider the other bidders prior to posting again.
- 123** An employee who has been promoted and not returned to his former classification, or who has been transferred, need not be considered by the University for a subsequent transfer or promotion during the six (6) month period following his transfer or promotion.
- 124** An employee who has bid for a promotion or transfer in accordance with the provisions of Section D. and who has more seniority than the employee selected for promotion or transfer will be notified in writing that he lacks the qualifications or he is not the

most qualified, as the case may be, together with the name and seniority date of the employee promoted or transferred. A copy of this notification will be sent to the Union office.

- 125** Should a regular job opening fail to receive any bids for a minimum of three different, but consecutive, posting periods, after written notice to the Union office, the University may discontinue posting for one year such regular job openings which subsequently occur in that classification, in that department and at that starting time. Thereafter the University will again post any such regular job openings and the provisions of this paragraph shall be repeated.

ARTICLE XX

RETURN TO UNIT

- 126** An individual who has performed the type of work now performed by employees in the bargaining unit who is or was in the past transferred out of the unit, but not to another bargaining unit, may be returned by the University to the unit. In such a case the return shall be to a vacancy in the classification from which he was transferred, or if none, then to a vacancy in a classification in the same pay grade. If no vacancy exists, the return shall be by replacing the least senior employee in the classification from which he was transferred.

ARTICLE XXI
SICKNESS OR INJURY
DISABILITY INCOME

Section A. Eligibility

127 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:

128 1. Intentionally self-inflicted;

129 2. Participating in any criminal act;

130 3. Participating in a riot or civil commotion;

131 4. Working for an employer other than the University;

132 5. Following a termination date that was determined prior to occurrence of the disability.

133 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

134 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.

135 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

136 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.

137 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>
138 one through ten	8	none
139 eleven through twenty	4	4
140 twenty-one through end	none	8

141 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.

- 142 4. Part-time employees normally scheduled to work eight (8) or more hours per calendar week accrue hours of disability income on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than eight (8) hours per calendar week shall not accrue hours of disability income.
- 143 5. Hours of disability income accrue and are recorded at the end of each calendar month of employment.
- 144 6. No employee may accrue hours of disability income in excess of twelve hundred (1200) hours or if a part-time employee in excess of the appropriate proportionate number of hours.
- 145 7. No employee shall be eligible for disability income time before it accrues.

Section D. Determination of Disability Income

- 146 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 or special schedule 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

147 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.

148 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:

149 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;

150 2. The amount of time lost from work in hours because of the disability;

151 3. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.

152 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.

- 153** Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding disability income.

Section F. Preventive Medical and Dental Care Appointments

- 154** A full-time employee or a part-time employee working thirty-two (32) or more hours in a calendar week, will be granted paid time off from his assigned schedule of work for a preventive medical or dental care appointment, providing he gives his immediate supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. In the event that the time of the appointment adversely affects the operation of his department, the employee will re-schedule the appointment to a mutually convenient time. Notwithstanding the fact that such an absence is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

ARTICLE XXII HOLIDAYS

Section A.

- 155** 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:

- 156 1. New Year's Day
- 157 2. Memorial Day
- 158 3. Independence Day
- 159 4. Labor Day
- 160 5. Thanksgiving Day
- 161 6. Day after Thanksgiving Day
- 162 7. Christmas Day
- 163 8. Day designated during December 22 through January 4 period which may be designated on an individual basis.
- 164 9. Effective on 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.

- 165 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.

- 166 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 or special schedule premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:

- 167** 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 XXI, 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.

- 168** Each part-time employee normally scheduled to work eight (8) 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 eight (8) hours per calendar week shall not receive pay for the holiday.

Section E.

- 169** 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.

- 170** 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 XXI, 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 XXIII VACATIONS

Section A. Accrual

- 171** 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>
172	First five years	eight hours
173	From five through eight years	twelve hours
174	Over eight years	sixteen hours

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

176 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>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>
177	one through ten	100%	none
178	eleven through twenty	50%	50%
179	twenty-one through end	none	100%

180 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.

181 4. Part-time employees normally scheduled to work eight (8) 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 eight (8) hours per calendar week shall not accrue paid vacation time.

- 182** 5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.
- 183** 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

- 184** 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

- 185** 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:

- 186** 1. Retirement; or
- 187** 2. Start of a leave of absence; or
- 188** 3. Termination, for whatever the reason; or
- 189** 4. Death, in which case a survivor will be paid.

Section D. Pay For Accrued Vacation Time

- 190 1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken, plus shift or special schedule premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used.

Pay for vacation time shall be paid to the employee on his regular pay day, except that an employee shall be paid for such vacation time in advance of his vacation on his regular pay day preceding the vacation, providing he is scheduled for five (5) or more consecutive vacation days (40 hours) and the payment in advance is requested in writing at least seven (7) calendar days prior to the pay day preceding the first day of such vacation.

- 191 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 or special schedule premium, if applicable, times the number of hours of accrued vacation time.

Section E. Scheduling of Paid Vacation Time

- 192 Paid vacation time shall be scheduled to meet the work requirements of the University on a departmental basis with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

- 193 1. Each department will post prior to March 1 of each year and at such other times as may be established by a department any limita-

tions concerning the scheduling of vacations, including the election to close down any or all of the operations of the department and schedule vacations during the close down period. Such limitations shall not include a limitation on the length of vacation of an individual employee to provide vacation for an employee with less seniority.

- 194 2. Employees will request vacation during the month of March for all scheduled vacation to be taken during the following May through April unless a department establishes a procedure in which vacations can be requested on a more frequent basis in which case vacations will be requested for those time periods.
- 195 3. Based upon these requests and within the time period established by a department, the department will schedule vacations in order of preference by classification on the basis of seniority.
- 196 4. Upon completion of the scheduling, the vacation schedule shall be posted during the last week of April or on a more frequent basis as established by the department, and may only be changed because of work requirements caused other than by the scheduling of vacations.
- 197 5. An employee who transfers from a department and who has not taken his scheduled and posted vacation loses his vacation

preference. In such a case he will be permitted to re-schedule, consistent with the work requirements of his new department.

198 Vacations which are not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested in advance by the employee, except when extraordinary circumstances beyond the control of the employee cannot be corrected in time for him to meet his employment obligation, paid vacation time may be granted for the absence.

199 At the request of an employee, an absence covered by Article XXI may be charged against accrued vacation time after all payments under Article XXI have been exhausted.

200 If a day observed by the University as a holiday as provided in Article XXII 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 XXIV

FUNERAL LEAVE PAY

201 In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them), of either the employee or his spouse, or if 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 or special

schedule premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral and/or make necessary funeral arrangements, but in no event shall it exceed three (3) work days.

ARTICLE XXV

JURY AND WITNESS SERVICE

202 An employee who loses time from his assigned 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 or special schedule 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.

203 An employee who does not lose time from his assigned schedule of work, but who nevertheless has performed jury duty service or testified pursuant to a subpoena within the eight hour period immediately before the beginning of his shift, at his request, may have an amount of time off work equal to the time he was required to spend in court during that eight hour period. In such a case, the employee will be paid for this time off, with fees offset against such pay, in the same manner as if he had lost time from work.

204 An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after midnight, will be excused from work at midnight and paid for such lost time at his hourly rate plus shift or special schedule premium if applicable. Jury duty and witness fees shall be offset against such pay, in the same manner as if he had lost time from work while performing the jury duty or witness service.

ARTICLE XXVI

ANNUAL MILITARY DUTY

205 An employee who is a member of the armed forces reserve or national guard and who loses time from his assigned 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 or special schedule 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 requests and is scheduled for vacation 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 XXVII

LEAVES OF ABSENCE

Section A. Medical

206 An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article XXI and vacation payments under Article XXIII shall be granted a leave of absence without pay upon request in writing and furnishing evidence of disability satisfactory to the University. Such request and evidence may be furnished by the union or any other interested party.

207 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

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

Section C. Personal

209 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

- 210** 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 221.

Section E. Union

- 211** An employee with seniority who is elected or temporarily appointed to an elective office 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 the period of time for which elected or temporarily appointed.
- 212** An employee with seniority who is 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 a 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

- 213** 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

- 214** 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:
- 215** 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.
- 216** 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.

- 217** 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.

- 218** An employee with seniority, who adopts a child under the age of six, upon written request, shall be granted a leave of absence without pay for not more than four (4) months following the date the child is brought home.

Section H. Educational – Veterans

- 219** 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 four (4) years in order to attend a federally approved full-time educational program with benefits provided by federal law.

Section I. Return to Active Employment

- 220** 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.

- 221** 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.
- 222** 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, except that this shall not apply in the case of a maternity leave of absence granted for an adoption.
- 223** 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.
- 224** 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 fourteen (14) calendar day period after notice is given to the University.

Section J. General Conditions

- 225** 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.
- 226** 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.

227 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.

228 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, provided, however, that subject to, and consistent with, the Employees' Retirement Plan, an employee who is elected or temporarily appointed to an elective office with the Union (Local 1583), Council 7, or the International Union, as provided in Section E. of this Article, may continue active participation by making direct payment of both the employee's contribution and that which would be the University contribution, to the University and as prescribed by the University.

229 Unless otherwise specifically provided for by this agreement, seniority shall accumulate during a leave of absence, and extensions.

ARTICLE XXVIII

GROUP LIFE INSURANCE

230 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>Monthly Employee Contribution</u>			
<u>Hourly Rate</u>	<u>Amount of Insurance if less than Age 65 for full time employees</u>	<u>Up to but not including Age 40</u>	<u>Ages 40 to 49 inclusive</u>	<u>Ages 50 and over</u>	
231 Less than \$2.64	\$10,000	\$2.00	\$3.00	\$4.00	
232 \$2.64 but less than \$3.61	14,000	2.80	4.20	5.60	
233 \$3.61 but less than \$4.57	18,000	3.60	5.40	7.20	
234 \$4.57 but less than \$5.53	22,000	4.40	6.60	8.80	
235 \$5.53 but less than \$6.49	26,000	5.20	7.80	10.40	

236 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 XXIX
HEALTH INSURANCE

237 The Group Health Insurance Plan shall be as provided by the University. 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. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change.

238 The University will contribute up to \$26.00 per month for the coverage selected by each employee and thereafter, if the University increases its monthly contribution for University employees not represented by a Union, will increase its monthly contribution for employees in the bargaining unit in the same manner and to the same extent. This contribution will be effective for the month of February 1971, provided this agreement is executed prior to February 11, 1971, otherwise it will be effective beginning with the month which follows the month of execution.

239 In addition, and in any event, the University agrees to maintain during the term of the agreement and beginning with the next premium increase, a contribution level of up to not less than 75% of full family premium for the coverage selected by each employee.

ARTICLE XXX

TRAVEL ACCIDENT INSURANCE

- 240** 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:
- 241** 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.
- 242** 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- 243** 3. One-half the principal sum for loss of any one member.
- 244** 4. Disability benefits.

ARTICLE XXXI

DISABILITY PLAN

- 245** 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:
- 246** 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 \$700.00 per month, whichever amount is less.

- 247 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.
- 248 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 XXXII

RETIREMENT PLAN

- 249 During the term of this agreement and consistent with the terms of the Retirement Plan, the following will be provided and maintained:
- 250 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
- 251 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 XXXIII LONGEVITY PAY

Section A. Eligibility

252 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 in the calendar year preceding the year of payment and (2) except as provided in Section D., he is still an employee on October 31 in the year of payment.

Section B. Schedule of Payments

253 Longevity pay shall be based on seniority as of October 31 in the year of payment and shall be computed as a percentage of Form W-2 gross earnings, but not to exceed the first \$6000.00, 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>
254 6 or more, but less than 10 years	2%
255 10 or more, but less than 14 years	3%

<u>Seniority</u>	<u>Percentage of Form W-2 Gross Earnings, not to Exceed \$6000.00</u>
256 14 or more, but less than 18 years	4%
257 18 or more, but less than 22 years	5%
258 22 or more, but less than 26 years	6%
259 26 or more years	8%

Section C. Payment Date

- 260 Longevity pay to an eligible employee shall be paid no later than November 30 in the year of payment.

Section D. Retirement or Death

- 261 If an eligible employee retires or dies, he or a survivor, as the case may be, shall nevertheless be entitled to the longevity pay based on his seniority at the time of retirement or death.
- 262 Such longevity pay shall be pro-rated on the basis of completed calendar months of service from the preceding October 31 to the date of retirement or death.

ARTICLE XXXIV

TUITION REFUND PROGRAM

Section A. Eligibility

- 263 A full-time employee will be eligible to receive a tuition refund as provided in Section C. of this Article

if (1) he has more than six month's seniority at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University and (2) he has successfully completed the educational course and (3) he was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses and a certificate of satisfactory completion for a non-credit course.

- 264** An "educational course," within the meaning of this Article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

Section C. Amount of Refund

- 265** An eligible employee will receive a tuition refund of not more than seventy-five (75%) percent or one hundred dollars (\$100.00) per term, whichever amount is less, for the cost of tuition paid by the employee. In no case shall an employee receive a tuition refund in excess of two hundred dollars (\$200.00) for courses taken in any twelve (12) month period.

Section D.

- 266** Educational courses under this program are to be taken during non-working hours.

ARTICLE XXXV

SAFETY

Section A.

267 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.

268 A Safety Committee of University and Union representatives shall meet once a month for a regularly scheduled meeting to discuss unsafe conditons and safety ideas. At least one calendar week prior to the meeting the University and/or the Union shall submit an agenda of matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. Representatives of the Union, not to exceed four (4), who have been designated as regular members of the Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting. The University and the Union shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members.

Section B.

269 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 XXXVI

DISCIPLINE

Section A.

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

Section B.

271 In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

Section C.

272 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.

- 273** The University shall notify the Union president, or his designated representative, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Union shall have the opportunity to review the case with the University provided such review is requested by the Union within two (2) calendar days after notification by the University of such proposed action.
- 274** The University shall give the Union president, or his designated representative, written notification of any disciplinary action taken which involves a disciplinary layoff or discharge within five (5) calendar days after the action is taken.
- 275** In a case involving a disciplinary layoff the Union, if it so requests within two (2) calendar days after receiving written notification and provided it has not already reviewed the case with the University as provided in paragraph 273 above, shall have the opportunity to discuss the incident and the disciplinary action with the University.
- 276** The review or discussion, as the case may be, shall be held within two (2) calendar days after request by the Union. The employee and his immediate supervisor and one other University employee (not necessarily in the bargaining unit) named by the Union who may be in possession of relevant facts will be at the review or discussion unless this requirement would not permit the review or discussion to be held

within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, that the University and the Union may arrange for another mutually agreeable time. In addition the employee and each representative of the Union, not to exceed two (2), who loses time from his assigned schedule of work while attending such a review or discussion, shall not suffer loss of time or pay provided he receives permission from his immediate supervisor to leave his work and he reports back to his immediate supervisor when the review or discussion has been completed.

- 277** In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make the decision. In the event a suspension lasts for seven or more calendar days and a decision has not been made, the Union may request a meeting with the University to discuss the employee's status. If at that meeting the Union requests a decision, the University will take disciplinary action within the next two (2) calendar days based on the information available to the University at that time. Facts and circumstances which may have been discovered by further investigation following the meeting with the Union and which may be different or mitigating from the then available information will not be considered relevant in any grievance or arbitration proceedings which might follow.

Section E.

- 278** 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 or within seventy-two (72) hours after the discussion provided in paragraph 275, whichever time is the later. 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.

- 279** 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:
- 280** 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.
- 281** 2. If he finds there was no just cause, he shall nullify the disciplinary action taken.

ARTICLE XXXVII

GRIEVANCE PROCEDURE

Section A. Union Representation

282 1. Employees shall be represented by the
Union in the grievance procedure as follows:

283 a. One steward and one alternate steward
for each shift, geographic area, facility
or department (hereinafter called Dis-
trict) set forth in Appendix C. Each
steward and alternate steward shall be
an employee with seniority working
within the district he represents.

No steward or alternate steward shall be assigned to a
work location outside of the district he represents
except as provided by Article XVIII, in which case
Section C. of Article XVIII shall be applicable.

284 The alternate steward shall only represent an
aggrieved employee when the steward is absent from
work.

285 When both the steward and the alternate steward
are absent from work, the aggrieved employee shall be
represented by a steward, or alternate steward, as the
case may be, working in the district which is adjacent
to, or otherwise nearest to, the district in which the
aggrieved employee works.

When a steward has a grievance, he shall be
represented by the alternate steward if he so requests.

286 b. One chief steward for each combina-
tion of classifications as set forth in
Appendix C. Each chief steward shall

be an employee with seniority assigned to one of the classifications he represents.

In addition there shall be a chief steward for employees working in the Medical Center and a chief steward for employees in the rest of the bargaining unit. Each such chief steward shall be an employee with seniority working within the area he represents and on a shift which starts on or after 4 p.m. When a chief steward has a grievance, he shall be represented at Step Two of the grievance procedure by the chief steward working nearest to him if he so requests.

- 287 c. The president of the Union or his designated representative who shall be employees with seniority.
- 288 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

- 289 The University will be represented in the grievance procedure as follows:
- 290 1. The immediate supervisor of the aggrieved employee;

- 291 2. The department head, or equivalent level of supervisor, (or his designated representative) of the aggrieved employee:
- 292 3. The University Review Committee.

Section C.

- 293 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.
- 294 The University shall furnish the Union with a list of its department heads, or equivalent level of supervisor, and their office location and the members of its Review Committee. Any changes in the list shall be reported promptly to the Union in writing.

Section D. Employee Grievance

- 295 A grievance is defined as a disagreement, arising under and during the term of this agreement, between the University and any employee concerning (1) his employment and (2) the interpretation and application of the provisions of this agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section F., except that the Union President, or his designated representative in the President's absence, may submit a grievance on behalf of an aggrieved employee, beginning at Step Three of the Grievance Procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge of

the facts giving rise to his grievance and the aggrieved employee refuses to process his grievance. Such a grievance by the Union president, or his designated representative, in addition to the requirements of paragraph 303, must set forth the reasons the employee refuses to process his grievance.

Section E. Group Grievances

- 296** In the event that employees have a group grievance, it shall be sufficient if one employee or their steward or chief 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. Union Grievances

- 297** A Union grievance is defined as a disagreement, other than one which can be processed under Section D. or E. above, arising under and during the term of this agreement, between the University and the Union concerning the interpretation and application of the provisions of this agreement on a question which is not an employee grievance.

- 298** In the event that the Union has a grievance, it shall begin at Step Three of the grievance procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the Union president, or his designated representative, on behalf of the Union.

Section G. Procedure

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

STEP ONE – ORAL

- 300 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 as promptly as practicable, but in any event 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

- 301 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.

- 302** 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.
- 303** 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.
- 304** The grievance shall not be considered submitted until the written grievance is received at the office location, as designated in paragraph 294, of his department head (or equivalent level of supervision). At the time the grievance is received it shall be dated and a copy returned to the aggrieved employee. His steward and chief steward shall also be provided with a copy.
- 305** 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.
- 306** 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

- 307** 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 president or his designated representative may submit the written grievance to the University Review Committee for written answer, provided he submits it within the ten (10) calendar day period following the day of receipt of an unsatisfactory answer at Step Two.
- 308** 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.
- 309** 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.

- 310** The written answer will be issued within the twenty-eight (28) calendar day period following the day the written grievance was submitted to the University Review Committee

Section G. Investigation by International and Council Representatives

- 311** 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.

- 312** 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.

- 313** 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

314 An employee who loses time from his assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

315 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 from his assigned schedule of work, without loss of time or pay, while directly involved in the manner provided at the appropriate Step of the grievance procedure for the following activities:

316 1. oral presentation

317 2. reducing the grievance to writing,

318 3. discussion of grievance with the employee and other employees, or

319 4. hearing.

320 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.

321 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.

322 The Union president, the aggrieved employee and his chief steward shall all receive a copy of all written answers.

Section I. Liability

323 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:

324 1. The period prior to thirty (30) calendar days prior to the time a satisfactory oral answer is received at Step One or the period prior to forty-five (45) calendar days prior to the time the written grievance is submitted at Step Two or is submitted as required at another Step of the grievance procedure.

325 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.

Section J. Withdrawal of Grievance

326 A grievance which has been submitted may be withdrawn by the Union at any Step of the grievance procedure without prejudice to the position the Union may take in handling another grievance.

ARTICLE XXXVIII

ARBITRATION

Section A. Submission to Arbitration

327 A grievance as defined in this agreement, which is properly submitted to Step Three of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union if the aggrieved employee does not receive a satisfactory written answer, or if he does not receive a written answer, within the twenty-eight (28) calendar day period following the day his written grievance was submitted to the University Review Committee, provided the Union gives written notice to the University Review Committee within the twenty-eight (28) calendar day period following the day of receipt of an unsatisfactory answer at Step Three. 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 applicable twenty-eight (28) calendar day period, the grievance shall be considered settled on the basis of the Step Three answer.

Section B. Selection of Arbitrators

328 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 ex-

tended 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

329 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

330 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.

331 2. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this agreement.

332 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.

333 4. An employee who loses time from his work during his assigned working hours when testifying during an arbitration

hearing shall do so without loss of time or pay.

- 334** 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.
- 335** 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.
- 336** 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 XXXIX

SPECIAL CONFERENCES

- 337** 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 assigned 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 XL MISCELLANEOUS

Section A.

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

Section B.

- 340** Work regularly and customarily performed by an employee shall not be performed by a student employee or temporary employee to the extent that it results in his layoff or removal from a classification. Neither shall an employee be required to take a vacation to permit employment for a student employee or temporary employee. If any such incident occurs the employee shall be compensated for any loss in base hourly rate, plus shift or special schedule premium, if applicable.
- 341** 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 overtime basis by extending his shift. If such an incident occurs the appropriate employee shall be compensated as if he had worked this overtime.

Section C.

- 342** Work regularly and customarily performed by an employee shall not be performed by a supervisor to the extent that it results in his layoff or removal from a classification. If any such incident occurs the employee shall be compensated for any loss in hourly rate, plus shift or special schedule premium, if applicable.

ARTICLE XLI

WAIVER

- 343** 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 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 XLII

TERM OF AGREEMENT

344 This agreement shall become effective on February 8, 1971, and shall remain in full force and effect until and including December 31, 1973, when it shall terminate. This agreement shall not be extended beyond December 31, 1973, except by written consent of the parties. If either party desires to amend or modify this agreement, written notice to that effect shall be given to the other party not less than sixty (60) nor more than ninety (90) days prior to December 31, 1973.

Executed this 8th day of February, 1971.

The Regents of the
University of Michigan

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

By:

James T. Thurgood
William P. Jensen
Grace K. Stumpf
Robert L. Stinson
Douglas H. Geister
Frederick D. Spahr

By:

Charles McEachern
Willie D. Collins
Robert W. Chesney
Carry Moore
David R. Mulling
W. F. Koebnick
Doc H. King, Council 7

APPENDIX A WAGE SCHEDULES

Effective with the beginning of the first bi-weekly pay period following January 1, 1971, the wage schedule shall be as shown in Schedule A and employees will receive increases which are not less than as shown below based on the pay grade assignment of their classification in Appendix B.

Grades 1-4	.15/hr.
Grades 5-8	.20/hr.
Grades 9-12	.25/hr.

Effective with the first pay period following January 1, 1972, the wage schedule shall be as shown in Schedule B.

Employees at Rate 1 of Schedule A to Rate A of Schedule B.

Employees at more than Rate 1 of Schedule A to Rate B of Schedule B except that any employee already paid an hourly rate at or greater than Rate B Schedule B will have his rate maintained.

Effective with the first pay period following January 1, 1973, the wage schedule shall be as shown in Schedule C.

Probationary employees will be increased to the "Probationary Rate" shown, and non-probationary employees will be increased to the "Job Rate" shown, except that any employee already paid an hourly rate at or greater than the appropriate rate on Schedule C, will have his rate maintained.

Probationary employees will be increased to the "Job Rate" at the beginning of the first pay period following completion of their probationary period.

SCHEDULE A

<u>Pay Grade</u>	<u>Rate 1</u>	<u>Rate 2</u>	<u>Rate 3</u>
1	2.50		2.60
2	2.65		2.75
3	2.85		2.95
4	2.95	3.05	3.15
5	3.15	3.30	3.45
6	3.40	3.55	3.70
7	3.65	3.80	3.95
8	3.90	4.05	4.20
9	4.20	4.35	4.50
10	4.45	4.60	4.75
11	4.70	4.85	5.00
12	4.95	5.10	5.25

All employees hired on or before February 1, 1971 who are working in a classification assigned to pay grade 1 shall receive Rate 3 (\$2.60). Employees hired after February 1, 1971 shall receive Rate 1 (\$2.50).

SCHEDULE B

<u>Pay Grade</u>	<u>Rate A</u>	<u>Rate B</u>
01	2.60	2.70
02	2.80	2.90
03	2.90	3.10
04	3.10	3.30
05	3.30	3.60
06	3.55	3.85
07	3.80	4.10
08	4.05	4.35
09	4.35	4.70
10	4.60	4.95
11	4.85	5.25
12	5.10	5.50

SCHEDULE C

<u>Pay Grade</u>	<u>Probationary Rate</u>	<u>Job Rate</u>
1	2.65	2.85
2	2.85	3.05
3	3.05	3.25
4	3.25	3.45
5	3.45	3.75
6	3.75	4.05
7	4.05	4.35
8	4.35	4.65
9	4.65	4.95
10	4.95	5.25
11	5.25	5.55
12	5.55	5.85

COST OF LIVING ADJUSTMENT

Prior to the beginning of the first pay period following January 1, 1973, the University will review the BLS Consumer Price Index for July, August and September, 1972 as it compares to the BLS Consumer Price Index for July, August and September, 1971 and make adjustments in Schedule C. of Appendix A, Wage Schedules if such adjustments result from application of the following provisions:

1. Each 0.5 point increase in the average of the BLS Consumer Price Index for July, August and September 1972 over the average of the BLS Consumer Price Index for July, August and September, 1971 shall represent one cent (1¢).
2. Should the total amount of cents (¢) computed in accordance with 1. above exceed the difference between the job rate of Schedule C. of Appendix A, and Rate B of Schedule B. of Appendix A for any pay grade, the job rate of Schedule C. of Appendix A for an affected pay grade shall be adjusted upward to reflect the amount by which the computation in 1. above exceeds the difference. In the event of such an adjustment, the cents (¢) per hour spread between the probationary rate and the job rate of Schedule C. of Appendix A will be maintained. In no event, shall such a cost-of-living adjustment for an affected pay grade be more than ten cents (10¢).

The BLS Consumer Price Index referred to in these provisions is the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers), published in the Bureau of Labor Statistics, United States Department of Labor in effect when the July, August and September 1972 indexes are published.

APPENDIX B CLASSIFICATION TITLES AND PAY GRADES

Classification Title	Pay Grade	Classification Code
Aide Anesthetist	03	96018
Aide Animal	05	93018
Aide Audio Visual	03	91018
Aide Laboratory	04	93038
Aide Nurse I	03	96058
Aide Nurse II	04	96068
Aide Nurse III	05	96078
Aide Teacher	03	96028
Aide X-Ray I	02	96088
Aide X-Ray II	04	96098
Attendant Ambulance	07	96038
Attendant Animal	03	93028
Attendant Entrance	03	96048
Attendant Laboratory	02	93048
Attendant Linen I	02	95028
Attendant Linen II	03	95038

Classification Title	Pay Grade	Classification Code
Attendant Linen III	05	95048
Attendant Locker Room	03	91028
Attendant Parking	03	97018
Attendant Service Station	04	97038
Attendant Stores I	03	95408
Attendant Stores II	05	95418
Attendant Tool Room	05	97188
Attendant University Club	04	95018
Baker I	03	94018
Baker II	05	94028
Baker III	07	94038
Baker IV	08	94048
Baker Production I	04	94058
Baker Production II	07	94068
Baker Production III	08	94078
Binder Book I	03	95138
Binder Book II	07	95148
Binder Book III	09	95158
Cameraman	10	95168
Checker Laundry	03	95058
Classifier Laundry	03	95068
Cleaner Kitchen	03	94088
Cleaner Light Fixture	04	97098
Cleaner Venetian Blind	04	97108
Clerk Postal I	04	98018
Clerk Postal II	06	98028
Clerk Postal III	07	98038
Compositor	10	95178
Cook I	03	94098

Classification Title	Pay Grade	Classification Code
Cook II	05	94108
Cook III	07	94118
Cook IV	08	94128
Cook Metabolic	08	94138
Custodian I	01	97118
Custodian II	03	97128
Custodian III	04	97138
Cutter Meat I	06	94148
Cutter Meat II	08	94158
Cutter Meat III	10	94168
Dispatcher	06	97198
Feeder Folder Laundry	01	95078
Firefighter	08	97368
Gardener Botanical I	05	93078
Gardener Botanical II	09	93088
Groundsman I	04	97208
Groundsman II	06	97218
Housekeeper	04	97148
Locksmith	07	97158
Machinist I	08	97258
Machinist II	11	97268
Mechanic Auto I	08	97048
Mechanic Auto II	11	97058
Mechanic Elevator Maintenance	09	97278

Classification Title	Pay Grade	Classification Code
Mechanic Maintenance I	04	97288
Mechanic Maintenance II	08	97298
Mechanic Maintenance III	11	97308
Mechanic Meter and Gate	08	97028
Messenger I	01	96108
Messenger II	02	96118
Mounter Plant	02	93058
Mover I	06	97318
Mover II	09	97328
Oiler Ship	09	93098
Operator Address Machine I	03	95188
Operator Address Machine II	04	95198
Operator Bus	07	97068
Operator Duplicator	05	95208
Operator Elevator	02	96128
Operator Finishing Machine I	06	95218
Operator Finishing Machine II	09	95228
Operator Incinerator	08	97228
Operator Laundry Machine	05	95088
Operator Letterpress I	08	95238
Operator Letterpress II	10	95248
Operator Linotype	10	95258
Operator Motor Vehicle	06	97078
Preparator Botanical	05	93068
Presser Laundry	02	95098
Pressman Offset I	08	95268

Classification Title	Pay Grade	Classification Code
Pressman Offset II	10	95278
Pressman Offset III	11	95288
Printer	12	95298
Printer Production I	04	95308
Printer Production II	06	95318
Printer Production III	08	95328
Processor Film I	03	96148
Processor Film II	05	96158
Processor Instrument	04	96138
Repairman Linotype	11	95338
Seaman Able Bodied	09	93108
Seamstress I	02	95108
Seamstress II	04	95118
Serviceman Extinguisher	06	97378
Steward	08	94178
Steward Ship	09	93118
Stockman I	04	95428
Stockman II	06	95438
Stockman III	08	95448
Stripper I	09	95348
Stripper II	11	95358
Trimmer Tree I	08	97238
Trimmer Tree II	09	97248
Typist Composition I	03	95368
Typist Composition II	05	95378
Upholsterer I	08	97338
Upholsterer II	10	97348
Upholsterer III	11	97358

Classification Title	Pay Grade	Classification Code
Washer Car	04	97088
Washer Wall	04	97168
Washer Window	06	97178
Weigher Loader Laundry	05	95128
Worker Finishing I	02	95388
Worker Finishing II	03	95398
Worker Food Service	01	94188
Worker Psychiatric Care I	05	96168
Worker Psychiatric Care II	07	96178

CLASSIFICATION TITLES BY PAY GRADE

PAY GRADE 01

Custodian I	Messenger I
Feeder Folder Laundry	Worker Food Service

PAY GRADE 02

Aide X-Ray I	Operator Elevator
Attendant Laboratory	Presser Laundry
Attendant Linen I	Seamstress I
Messenger II	Worker Finishing I
Mounter Plant	

PAY GRADE 03

Aide Anesthetist	Aide Teacher
Aide Audio Visual	Attendant Animal
Aide Nurse I	Attendant Entrance

Attendant Linen II
Attendant Locker Room
Attendant Parking
Attendant Stores I
Baker I
Binder Book I
Checker Laundry
Classifier Laundry

PAY GRADE 04

Aide Laboratory
Aide Nurse II
Aide X-Ray II
Attendant Service Station
Attendant University Club
Baker Production I
Cleaner Light Fixture
Cleaner Venetian Blind
Clerk Postal I
Custodian III

PAY GRADE 05

Aide Animal
Aide Nurse III
Attendant Linen III
Attendant Stores II
Attendant Tool Room
Baker II
Cook II
Gardener Botanical I

PAY GRADE 06

Clerk Postal II
Cutter Meat I

Cleaner Kitchen
Cook I
Custodian II
Operator Address Machine I
Processor Film I
Typist Composition I
Worker Finishing II

Groundsman I
Housekeeper
Mechanic Maintenance I
Operator Address Machine II
Printer Production I
Processor Instrument
Seamstress II
Stockman I
Washer Car
Washer Wall

Operator Duplicator
Operator Laundry Machine
Preparator Botanical
Processor Film II
Typist Composition II
Weigher Loader Laundry
Worker Psychiatric Care I

Dispatcher
Groundsman II

Mover I
Operator Finishing
Machine I
Operator Motor Vehicle

PAY GRADE 07

Attendant Ambulance
Baker III
Baker Production II
Binder Book II
Clerk Postal III

PAY GRADE 08

Baker IV
Baker Production III
Cook IV
Cook Metabolic
Cutter Meat II
Firefighter
Machinist I
Mechanic Auto I
Mechanic Maintenance II

PAY GRADE 09

Binder Book III
Gardener Botanical II
Mechanic Elevator
Maintenance
Mover II
Oiler Ship

PAY GRADE 10

Cameraman
Compositor

Printer Production II
Serviceman Extinguisher
Stockman II
Washer Window

Cook III
Locksmith
Operator Bus
Worker Psychiatric Care II

Mechanic Meter and Gate
Operator Incinerator
Operator Letterpress I
Pressman Offset I
Printer Production III
Steward
Stockman III
Trimmer Tree I
Upholsterer I

Operator Finishing Machine II
Seaman Able Bodied
Steward Ship
Stripper I
Trimmer Tree II

Cutter Meat III
Operator Letterpress II

Operator Linotype
Pressman Offset II

Upholsterer II

PAY GRADE 11

Machinist II
Mechanic Auto II
Mechanic Maintenance III
Pressman Offset III

Repairman Linotype
Stripper II
Upholsterer III

PAY GRADE 12

Printer

APPENDIX C STEWARD DISTRICTS AND CHIEF STEWARD CLASSIFICATION GROUPING STEWARD DISTRICTS

Area A – North Campus

A 1 = North Campus Commons; Chrysler Center; Bursley Hall; School of Music; Vera Baits Houses; Northwood Apartments I, II, III, IV

A 2 = I.S.T. Building; University Printing; Library Storage and Bindery

A 3 = 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

A 4 = Laundry, Property Control

A 5 = Incinerator including North Campus Grounds

*One afternoon steward for (A1, A2, A3, A4 and A5)

Area B – Medical Center

- B 1 = Hospital Floors 1, 2, 3, 4
- B 2 = Hospital Floors 5, 6, 7
- B 3 = Hospital Floors 8, 9, 10, 11, 12, 13
- B 4 = Outpatient Clinic; North Outpatient Building; Neuropsychiatric Institute; Interns Residence; Children's Psychiatric Hospital
- B 5 = Women's Hospital; Mott Children's Hospital; Center for Continuing Medical Education; Medical Center Parking Structure and Lot; Simpson Memorial Institute
- B 6 = 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 7 = Medical Science I; Medical Science II; Laboratory Animal Medicine Unit; Nursing School
- B 8 = Parkview Medical

*One afternoon steward for (B-1, 2); (B-3); (B-4); (B-5, 6, 7); (B-8)

**One evening steward for (B-1 through B-7); (B-8)

Area C – Central Campus

- C 1 = Mary Markley Hall; Michigan Children's Institute; University Terrace Apartments; Alice Lloyd Hall; Observatory; Couzens Hall; Mosher-Jordan Halls; School of Public Health
- C 2 = Area bounded by Ann, Forest, North University and State Street excluding district C-1 but including Lane Hall and Harris Hall; Michigan League

C 3 = Stockwell Hall; Women's Athletic Building; Women's Pool; Oxford Housing; Area bounded by East University, North University, Forest and South University; Area bounded by North University, State Street, South University and East University

C 4 = East quadrangle; East University Building; Area bounded by South University, State Street, Hill Street and East University and Arboretum

C 5 = 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 6 = West Quadrangle; Michigan Union; South Quadrangle

*One afternoon steward for (C-1, C-2); (C-3); (C-4); (C-5, C-6)

**One evening steward for (C-1, C-2, C-3); (C-4, C-5, C-6)

Area D – Stadium Area

D 1 = Transportation; University Press Warehouse; General Stores; (all in one building); Plant Building and Annex; Administrative Services Building; Data Processing

D 2 = All Stadium area Athletic Buildings; Fletcher Hall

D 3 = Botanical Gardens; Radrick Farms; Radrick Golf Course

D 4 = Food Stores

*One afternoon steward for (D-1, 2); (D-3); (D-4)

**One evening steward for (D-1, 2); (D-3); (D-4)

Area E – Willow Run

E 1 = Willow Run Airport

*One afternoon steward for (E-1)

**One evening steward for (E-1)

Area F – Dearborn Campus

F 1 = Dearborn Campus

*One afternoon steward for (F-1)

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

1. The agrieved 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 Three of the Grievance Procedure.
3. If both the University and the Union deem it advisable, arrangements will be made to have the agrieved employee present at the hearing.

CHIEF STEWARD CLASSIFICATION GROUPING

CHIEF STEWARD I—MAINTENANCE

Firefighter	Meter and Gate Mechanic
Locksmith	Extinguisher Serviceman
Window Washer	Audio-Visual Aide
Tool Room Attendant	Maintenance Mechanic I
Auto Mechanic I	Maintenance Mechanic II
Auto Mechanic II	Maintenance Mechanic III

Elevator Maintenance
Mechanic
Machinist I
Machinist II
Mover I

Mover II
Upholsterer I
Upholsterer II
Upholsterer III

CHIEF STEWARD II—DIETETICS

Baker I
Baker II
Baker III
Baker IV
Metabolic Cook
Steward
Cook I
Cook II
Cook III

Cook IV
Kitchen Cleaner
Food Service Worker
Meat Cutter I
Meat Cutter II
Meat Cutter III
Baker, Production I
Baker, Production II
Baker, Production III

CHIEF STEWARD III—AIDES & ATTENDANTS

Laboratory Attendant
Laboratory Aide
Nurse Aide I
Nurse Aide II
Nurse Aide III
Psychiatric Care Worker I
Psychiatric Care Worker II
X-Ray Aide I
X-Ray Aide II
Animal Attendant
Animal Aide

Anesthetist Aide
Teacher Aide
Entrance Attendant
Ambulance Attendant
University Club Attendant
Instrument Processor
Messenger I
Messenger II
Elevator Operator
Film Processor I
Film Processor II

CHIEF STEWARD IV—SERVICE & CLEANING

Laundry Weigher Loader	Linen Attendant II
Laundry Classifier	Linen Attendant III
Laundry Machine Operator	Custodian I
Laundry Checker	Custodian II
Laundry Presser	Custodian III
Laundry Feeder Folder	Venetian Blind Cleaner
Seamstress I	Wall Washer
Seamstress II	Light Fixture Cleaner
Linen Attendant I	Housekeeper

CHIEF STEWARD V—GROUNDS, GARDENERS, TRANSPORTATION AND STORES

Motor Vehicle Operator	Parking Attendant
Bus Operator	Postal Clerk I
Service Station Attendant	Postal Clerk II
Car Washer	Postal Clerk III
Dispatcher	Incinerator Operator
Botanical Preparator	Tree Trimmer I
Plant Mounter	Tree Trimmer II
Groundsman I	Stockman I
Groundsman II	Stockman II
Botanical Gardener I	Stockman III
Botanical Gardener II	Stores Attendant I
Locker Room Attendant	Stores Attendant II

CHIEF STEWARD VI—PRINTING

Addressing Machine Operator I	Book Binder I
Addressing Machine Operator II	Book Binder II
	Book Binder III
	Duplicator Operator

Production Printer I	Offset Pressman I
Production Printer II	Offset Pressman II
Production Printer III	Offset Pressman III
Finishing Worker I	Compositor
Finishing Worker II	Printer
Finishing Machine Operator I	Stripper I
Finishing Machine Operator II	Stripper II
Letter Press Operator I	Composition Typist I
Letter Press Operator II	Composition Typist II
Linotype Repairman	Cameraman
	Linotype Operator

The assignment of a new classification to a chief steward classification grouping shall be determined on the basis of similarity or dissimilarity of the job content of the classification in comparison with the classifications comprising the classification assignments set forth above. In addition, the University and the Union may re-assign classifications within the chief steward classification groupings by mutual agreement.

APPENDIX D

SENIORITY GROUPS

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

- A. Medical Center; Health Service
- B. University Housing; Martha Cook
- C. Michigan League

- D. Plant Department
- E. North Campus Commons
- F. Laundry, Stores (Chemistry, General, Physics); Food Stores; University Printing and Binding
- G. Michigan Union
- H. Great Lakes Research
- J. Willow Run
- K. Dearborn
- L. Intercollegiate Athletics
- M. Transportation Service; Mail Service (excluding Hospital Mail Service); Parking Operations
- N. University Press Warehouse
- P. Student Publications
- Z. In addition, each other numbered department shall be a separate seniority group.

APPENDIX E

POSTING AREAS

Regular job openings occurring in the posting area will be posted in that posting area. Each of the following geographic areas shall be a separate posting area:

- A. Ann Arbor Campus
- B. Willow Run
- C. Dearborn Campus
- D. Each other separate geographic area shall be a separate posting area.

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. Where currently in effect for an employee, a uniform and/or maintenance, if any, will continue to be provided.
3. Where an employee is required to take meals provided during his assigned schedule of work, he will not be charged for meals when he is absent from work.
4. The overtime record for each unit of distribution will begin at zero for all employees, effective with the beginning of the first pay period following the execution date of this agreement.
5. No employee will be required to furnish his own tools or equipment.
6. Except for Section B. of Article XL, the employment of a student employee shall not violate any provision of this agreement.
7. Upon applicability of the State Employment Security Act to the University, the number of hours in paragraph 5. of Article I, if more than the act's use of any such hours in defining a student, shall be adjusted accordingly to correspond to those hours set forth in the Act.

8. A position filled by a full-time employee which becomes open will not be split into two or more part-time positions in order to provide employment for a student employee, unless the position cannot be filled with an employee on a full-time basis. It is understood that this commitment does not obligate the University to establish full-time positions from part-time positions.
9. If there is a pay shortage in an employee's check, the correct payment will be made by the University not later than the end of the first working day of the University's payroll department following the day the employee's immediate supervisor is notified of the shortage.
10. While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner.

In the event that the application of a rule, regulation or requirement results in disciplinary action, the reasonableness of such rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures as it relates to just cause.

In addition, the arbitrary or capricious administration of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

11. The University at the request of the Union president, and on a case by case basis, will review with the Union through the Special Conference procedure of Article

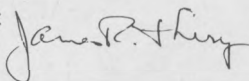
XXXIX the extent a supervisor is performing work normally and customarily performed by employees in the bargaining unit. In the event that the parties agree that a supervisor is performing such work on a regular and reoccurring basis for more than eight (8) hours in a calender week, the University will either reduce the hours or assign the supervisor to a classification in the bargaining unit. In the event that the parties do not agree and upon request of the Union, an arbitrator, in accordance with Article XXXVIII, will determine the facts. The application of this understanding will not violate any provision of Article XIX or XX.

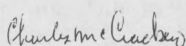
12. Notwithstanding the seniority provision of Article XIX, an employee whose hourly rate is greater than the highest rate of the pay grade assigned to his classification will be considered as having the most seniority for promotion in the application of the procedures of Article XIX. In considering two or more such employees, the one with the most seniority will have preference.

Executed on Feburary 8, 1971.

For the Regents of
the University of Michigan

For Local 1583
AFSCME

By: 

By: 

**MEMORANDUM OF UNDERSTANDING
FOR RATE IMPLEMENTATION
AS A RESULT OF CHANGES
IN CLASSIFICATIONS AND
PAY GRADE ASSIGNMENTS**

This confirms our agreement that:

1. Employees assigned to a classification in Appendix B of this agreement which has a higher pay grade than that of the classification to which they were last assigned under the prior agreement, will move to the lowest rate of Schedule B of the prior agreement for the pay grade shown in Appendix B of this agreement which represents an increase to their current hourly rate.
2. Employees assigned to a classification in Appendix B of this agreement which has a lower pay grade than that of the classification to which they were last assigned under the prior agreement will have their rate maintained.
3. Following completion of the above procedure where appropriate, Appendix A will be implemented.

Executed on February 8, 1971.

For the Regents of the
University of Michigan

For Local 1583,
AFSCME

By: *Jane R. Thayer*

By: *Charles E. McCracken*

MEMORANDUM OF UNDERSTANDING

This confirms our agreement that:

1. Section A and C of Article VIII and paragraph 3 of Section A of Article X will be effective with the week beginning May 9, 1971. During the period prior to the effective date, each full-time employee with seniority will be given the opportunity to make his preference for a regular schedule of work known. This will be accomplished by classification within a department or a subdivision of a department such as a building, a separate geographic location or patient care unit of a department as follows:
 - a. Regular schedules of work will be listed and employees on a seniority basis will select based on their preference.
 - b. Initial assignment will be made in accordance with preference provided the assignment does not adversely affect the operation of the University.
 - c. An employee who does not indicate a preference will be assigned at the discretion of the University.
2. Notwithstanding the minimum twelve (12) calendar week provision provided by Section C of Article VIII, the University may rotate the shifts and days off of full-time employees within a department or a subdivision of a department such as a building, a separate geographic location or patient care unit as the case may be, but not more often than once every twelve (12) calendar weeks.
3. Notwithstanding the provisions of Section A of Article VIII, an employees' regularly assigned five (5) consecutive work days need not be followed by two (2)

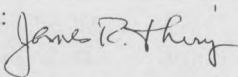
days off as a result of a regular schedule of work change provided by Section C, of Article VIII.

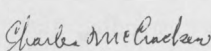
4. Notwithstanding any provisions of the agreement to the contrary, an employee may be assigned to any regular schedule of work for the purposes of job orientation or a training program. It is understood that as soon as the orientation or training program is completed, the employee will be assigned to a schedule to which his seniority entitles him.
5. Notwithstanding the provisions of this Memorandum of Understanding pertaining to the implementation of Article VIII, each chief steward, steward and alternate steward shall have preferred seniority in order to maintain his office. In addition, no chief steward, steward, and alternate steward shall be subject to Section C. of Article VIII, schedule changes, as long as his assigned regular schedule of work continues to exist.

Executed on February 8, 1971.

For the Regents of the
University of Michigan

For Local 1583,
AFSCME

By: 

By: 

MEMORANDUM OF UNDERSTANDING

If the President of Local 1583 elects to take a full-time excused absence from work rather than a leave of absence,

he nevertheless will be paid for 60 hours in a bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is for time spent in investigating grievances at Step Three, Step Three hearings, disciplinary hearings, special conferences and the preparation for hearings, conferences, and arbitration. It is further understood that the hours of pay referred to above shall be neither increased nor decreased during the term of this agreement, even though hours spent in the foregoing areas are more or less than the hours for which paid.

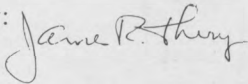
It is further understood that, in the event of such full-time excused absence, The University shall pay fringe benefit premiums to the same extent as a full-time employee, excluding retirement contributions which will be paid by the University only to the extent of total hours paid by the University (the local union shall be allowed to make employer contributions for twenty (20) additional hours in each bi-weekly pay period).

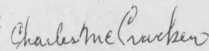
The local union president shall be paid at the top rate of pay grade six (6) or the median pay grade in the collective bargaining unit, or at his pay grade immediately prior to taking excused absence, whichever is higher.

Executed on February 8, 1971

For the Regents of
The University of Michigan

For Local 1583,
AFSCME

By: 

By: 

1971

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	1	2	3	..	1	2	3	4	5	6	..	1	2	3	4	5	6
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	28
31

APRIL							MAY							JUNE						
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JULY							AUGUST							SEPTEMBER						
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OCTOBER							NOVEMBER							DECEMBER						
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1972

JANUARY							FEBRUARY							MARCH						
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APRIL							MAY							JUNE						
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OCTOBER							NOVEMBER							DECEMBER						
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1973

JANUARY							FEBRUARY							MARCH						
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JULY							AUGUST							SEPTEMBER									
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OCTOBER							NOVEMBER							DECEMBER								
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