

6-30-70

AGREEMENT

Between

NORTHERN MICHIGAN UNIVERSITY

and

LOCAL UNION 1094 COUNCIL NO. 7

AFSCME, AFL-CIO



LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

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July 1, 1969

*Northern Michigan University*

## PREFACE

The Board of Control of Northern Michigan University and Local 1094 of Council No. 7 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

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## A G R E E M E N T

This Agreement is made effective as of the 1st day of July, 1969, between the Board of Control of Northern Michigan University (hereinafter referred to as the "EMPLOYER") and Local Union 1094 of Council No. 7 of the American Federation of State, County and Municipal Employees (AFL-CIO) (hereinafter referred to as the "UNION").

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depends upon the Employer's success in establishing a proper service to the state.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

If any of the provisions of this Agreement are held invalid by operation of law or by any competent tribunal, the validity of the other provisions of this Agreement shall not be affected.

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

1. RECOGNITION Employees covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees; excluding (1) Employees regularly scheduled to work less than thirty (30) hours per week (2) Office clerical (stenographic) personnel (3) Supervisory personnel (4) Management personnel (5) Administrative personnel (6) Professional personnel (7) Academic personnel (8) Security personnel (9) Student personnel.

2. RIGHTS OF THE EMPLOYER

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, lay-off, etc., for the orderly and efficient operation of the University.

3. AID TO OTHER UNIONS

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

4. UNION SECURITY

Requirements of Union Membership. To the extent that the laws of the State of Michigan permit it is agreed that:

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

D. An employee who shall tender an initiation fee - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this section.

E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

F. The Employer shall be notified in writing by the Union, of any member who is sixty (60) days in arrears in payment of membership dues.

G. Notwithstanding the provisions of paragraph A through F immediately above, it is agreed that employees who have strong personal convictions or

beliefs which would preclude them from becoming a member of any labor organization will not be caused to become a member of Local Union 1094, AFSCME, as a condition of employment. Neither the Employer nor any of his representatives will in any way try to influence a present or future employee in a decision on this matter. Any employee indicating these convictions, shall, as a condition of continued employment on or before the tenth (10th) day after the thirtieth (30th) day following such effective date of this Agreement, or the beginning of their employment in the Unit, complete a form provided by the University setting forth the employee's personal convictions. A copy of this form will be sent to the Local President and the Council Representative within seven (7) days after it has been completed by the employee. The Union shall review this form, and in the event that it shall challenge the cause(s) for exclusion from the Unit, it will notify the employee of this challenge and the matter will be referred to a Special Conference. Initiation fees and membership dues will not be required for employees who qualify for exclusion under this section.

## 5. UNION DUES AND INITIATION FEES

### A. Payment by Check-Off or Direct to Union.

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Union.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay

of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

Form (Check-Off)

Notice to All Employees of the Bargaining Unit:  
"The Agreement between the Employer and the Union and this Local Union requires all employees of the bargaining unit to become members of the Union to the extent of tendering an initiation fee and monthly membership dues, as set forth in the Agreement."

"Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement must become members within ten (10) days after the thirtieth (30th) day following the beginning of employment in the bargaining unit. All Employees are required to remain a member of the Union for the duration of the Agreement."

"Employees may have their initiation fee and monthly membership dues deducted from their earnings by signing this 'Authorization for Check-Off of Dues' form, or they may pay directly to the Union. Employees on Check-Off may have the Check-Off cancelled as provided in the Agreement and pay dues directly to the Union, however, they must remain members of the Union for the duration of the Agreement."

B. Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

C. Delivery of Executed Authorization of Check-Off Form.

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

D. When Deductions Begin.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from each bi-weekly pay period.

E. Delivery of Additional Check-Off Forms.

The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which the Union membership dues are to be deducted.

F. Refunds.

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by Council # 7.

G. Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated Financial Officer of the Michigan State Employees Council # 7 as soon as possible after the bi-weekly deduction of that month. The Employer shall furnish the designated financial

officer of the Council, bi-weekly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made.

#### H. Termination of Check-Off.

An employee shall cease to be subject to Check-Off deductions beginning with the bi-weekly immediately following the bi-weekly in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the bi-weekly in which the termination took place.

#### I. Disputes Concerning Check-Off.

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board, whose decision shall be final and binding on the employee, the Union and the Employer. Until the matter is disposed of, no further deductions shall be made.

#### J. Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

#### K. List of Members Paying Dues Directly.

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying

dues directly to the Local Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

#### L. Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

M. The Employer will furnish the Union a list of new employees within ten (10) days after hiring and who are eligible to belong to the bargaining unit.

#### 6. REPRESENTATION Number of Representation Districts.

The number of representation districts in the unit shall be the agreed upon number. The Employer and the Union may redistrict the unit from time to time by agreement.

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

Current representation districts are: "Self-Liquidating" Custodians, "State Building" Custodians, Maintenance (Power Plant, Grounds, Mechanics), "A & B" Food Service, University Center Food Service, Quadrangle No. II Food Service and Area Training Center.

#### 7. STEWARDS AND ALTERNATE STEWARDS

A. In each district employees in the district shall be represented by one Steward who shall be a regular employee and working in the district.

B. The Stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

C. A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

D. The Union will furnish the administrative head of the unit with the names of its authorized Representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of

the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

## 8. SPECIAL CONFERENCES

Special Conferences for important matter will be arranged between the Local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This conference will be scheduled at a mutually convenient time. This meeting may be attended by a representative of the Council or a representative of the International Union.

## 9. PRESENTING A GRIEVANCE

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

A. (1) If an employee feels he has a grievance he may discuss the grievance with his immediate supervisor or refer the grievance to the Steward of his district so that it can be discussed with the immediate supervisor.

(2) If the matter is thereby not resolved, the employee and/or the Steward may discuss the grievance with the District Supervisor.

(3) If the grievance is not resolved the employee and the Steward may confer with the Chief Steward, then present the grievance in writing to the Administrative Head of the Unit or division who will answer the grievance in writing.

B. (1) If the Administrative Head's answer is not satisfactory, the grievance will be referred to the Local President or Chief Steward who may submit his appeal on an agenda to the Employer's Designated Representative. A meeting between three representatives of the Local Union and the representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer, or his designated representative.

(2) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a request has been made.

(3) The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will grant permission and provide sufficient time to the Local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

C. (1) Board of Appeal. If the representatives of the Employer and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the Council representative. The representative of the Council will review the matter, and if they wish to carry the matter further, they will within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

(2) If the Council refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers to the grievances and such other written records, as there may be in connection with the matter, and forward the same to the Employer's designated representative together with a notice that his answers with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition. Such disposition is to be made within two weeks of the submission to the Appeal Board.

#### 10. TIME OF ANSWERS

The Employer will answer in writing any grievance presented to it in writing by the Union unless the time is extended by mutual agreement:

A. By the Administrative Head of a Unit or Division within five (5) working days from the date of the meeting at which the grievance was discussed.

B. By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.

C. The grievance must be presented in writing by the Steward to the Administrative Head of a Unit

or Division within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

## 11. TIME OF APPEALS

A. Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

B. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

## 12. MEMBERSHIP OF THE APPEAL BOARD

A. The Appeal Board shall consist of two representatives of the Employer and two representatives of the Council and/or International Union, and, when necessary a disinterested fifth member, mutually selected by both parties, preferably from Marquette County or the Upper Peninsula. If the parties fail to select a fifth member, the Michigan State Labor Mediation Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. Union shall strike the first name; the Employer shall then strike one name. The process will be repeated and the remaining person shall be the fifth member or arbitrator.

B. In the event that the Appeal Board, whether consisting of 4 or 5 members, is unable to settle a matter, it shall be determined by the decision of the mutually selected member who shall act as an arbitrator. His decision shall be final and binding.

C. Grievances within the meaning of the grievance procedure and of this Appeal Board clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Appeal Board or the fifth member when acting as an arbitrator, shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the Appeal Board or the fifth member when acting as an arbitrator substitute their discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall they exercise any responsibility or function of the Employer or the Union.

D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party and to the arbitrator.

### 13. WITHDRAWAL OF CASES

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

B. Finality of Decisions. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and

the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any Appeal Board.

14. COMPUTATION OF BACK WAGES

No Claim for Back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

15. DISCHARGE OR DISCIPLINE

A. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward in the district of the discharge or discipline.

B. A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the employee and his Steward.

C. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Director of Personnel within two (2) regularly scheduled working days of the discharge or discipline. The Director of Personnel will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure.

D. Use of Past Records. In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than three (3) years previously.

E. Causes for discharge or discipline. The following are by way of illustration but not of limitation, justifiable causes for discharge or discipline.

- (1) Violation of published University rules
- (2) Misconduct
- (3) Willful neglect or destruction of University property
- (4) Theft, or attempted theft of property from the University, its visitors, patrons, or employees
- (5) Working under the influence of alcohol or possession of alcoholic beverages on University property
- (6) Falsification of information on job application, time records, or other University records.

16. SENIORITY Present Employees

A. Seniority shall not be affected by the race, color, creed, sex, marital status, age or dependents of the employee as long as he is able to perform the available work and seniority shall be on a bargaining unit wide basis.

B. All present employees who are included within the bargaining unit and who have served their probationary period shall be credited with accumulated seniority as of the employee's last date of hire.

17. SENIORITY Probationary Employees

A. New employees hired in a unit shall be considered as probationary employees for the first four (4) months of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the four (4) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Union activity.

18. SENIORITY Temporary Employees

A. There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any unit covered by this Agreement within a nine (9) month period, he will be entered on the seniority list as of the latest date of hire.

B. With the exception of Section A above the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Union activity.

19. SENIORITY LISTS

A. The Seniority Lists of the date of this Agreement will show the names and job classifications of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

B. The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will post current seniority lists every six (6) months.

20. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

A. He quits and is not rehired by the University within thirty (30) days after his last day of work.

B. He is discharged and the discharge is not reversed through the grievance procedure.

C. He is absent from his job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer shall send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of such case is not satisfactory the matter may be referred to the grievance procedure, but the Employer will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.

D. If he does not return to work when recalled from layoff. In proper cases, exceptions shall be made by the Employer.

E. Failure to return to work within the time limits of a leave of absence or an extended leave of absence, will be treated the same as D.

F. Failure to accept a position of the same classification, salary and shift upon return from a personal leave of absence.

G. Laid off and not recalled for a period equal to the length of the employee's seniority at time of layoff.

21. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

22. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform.

23. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary and Chief Steward of the Local Union, shall in the event of a layoff only be continued to work at

all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

#### 24. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

#### 25. TEMPORARY LAY-OFFS

Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the lay-off procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days the Union can request the management to adjust the working force according to the lay-off provision of the Agreement and the Employer will do so within five (5) working days thereafter. During such adjustment the Employer will endeavor to give consideration in retaining the senior employees wherever time and circumstances permit.

#### 26. LAY-OFFS

A. When there is a decrease in force, the following procedure shall be followed: Probationary employees will be laid off on a unit-wide or occupational group basis whichever is in effect provided the seniority employees can do the available work.

B. Seniority employees will be laid off according to seniority provided the greater seniority employees are able to perform the available work. However, the Employer shall

not be required to promote an employee at time of lay-offs unless he has previously performed the higher rated job and is able to do the work.

C. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the Appeal Board step of the grievance procedure.

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

E. Student personnel (other than Northern Michigan University students) will not be utilized to perform bargaining unit work if any bargaining unit employees in the classification involved are laid off.

## 27. RECALL PROCEDURE

A. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.

B. Seniority of an employee who is re-employed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as of the date he left the service of the Employer.

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

D. Employees who are recalled to work from a lay-off may be required to successfully pass a physical examination before they return to work.

## 28. TRANSFERS

A. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the same unit, his accumulated seniority shall be that amount of seniority attained at the time of his leaving the unit.

B. The Employer agrees that in any movement of work not covered above he will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

## 29. PROMOTIONS

A. The Employer will make promotions within each unit available on a seniority basis to its employees who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

B. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the unit.

C. Such notice shall remain posted for seven (7) calendar days before the job is filled and the Employer will, whenever possible, fill such job from present employees, giving first consideration to qualifications for the job and seniority.

D. The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion to the Employer on or before the seventh calendar day the job is posted.

E. If it should become necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.

F. The Employee who is promoted shall be granted a four (4) week trial period to determine:

(1) His ability to perform the job

(2) His desire to remain on the job.

G. During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification and shift. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter then may become a proper subject for the grievance procedure.

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

I. If any employee is temporarily (i. e. , on a day-to-day basis and for less than five (5) days) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of ten cents per hour. If the temporary assignment in a higher classification is for three hours or more, the employee will receive the increase in pay for eight (8) hours.

### 30. CONTRACT DOCUMENTS

The provisions herein contained, the supplemental letters specified therein, and the appendices hereunto attached constitute the entire Agreement between the parties.

### 31. TERMINATION OR MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p. m., June 30, 1970.

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

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

C. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Secretary Local 1094 AFSCME and copy to Council # 7 and if

to the Employer, addressed to Personnel Director,  
Northern Michigan University, or to any such address  
as the Union or the Employer may make available to  
each other.

32. EFFECTIVE DATE

This Agreement is effective as of July 1, 1969.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR  
HANDS:

Date signed: September 2, 1969

MICHIGAN STATE EMPLOYEES UNION, LOCAL 1094  
COUNCIL NO. 7 AFSCME, AFL-CIO

*Royce S. Hiltunen*  
Representative, Council # 7

*Francis H. Beckler*  
President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

*William H. Cook*

*P. J. [unclear]*

\_\_\_\_\_

## APPENDIX A

### I. SICK LEAVE AND FUNERAL LEAVE

A. Every continuing full time employee shall accumulate and be credited with thirteen (13) work days of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly period of employment. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred ninety-five (195) working days.

B. Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
4. Sick leave may be used for absences required due to the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters) and any persons for whose financial or

physical care the employee is principally responsible. Employees shall not use more than three (3) days accrued sick leave for this purpose except when such illness or injury is of a very serious nature.

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

D. A seniority employee who suffers injury compensable under the Workman's Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

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

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

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

H. An employee using sick leave during a period that includes a scheduled holiday will be

paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

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

J. Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

K. Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning their disability. He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee whenever possible so that he can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor at least every three days.

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

M. All regular full time employees severing their services with the University through retirement or resignation after reaching age 60 and with ten years or more of employment shall be eligible to be reimbursed in the amount of 50 percent of the unused sick leave up to a maximum of 195 days. This policy shall become effective May 15, 1967.

Any sick leave taken for less than a full day must be taken, and will be charged, only in increments

of one hour or even multiples of one hour. (Example: Absence of 3 hours and 5 minutes would be charged as 4 hours of sick leave.)

N. In the event of the death of a regular full time employee, his beneficiary or estate shall be paid in the amount of 50 per cent of the unused sick leave accumulated by the employee up to the time of his death.

## II. FUNERAL LEAVE

A. If a death occurs among members of an employee's immediate family the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three days.

B. DEFINITION OF IMMEDIATE FAMILY:  
The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, half sister, and dependent persons (foster children or relatives residing in the home.)

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

C. Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

### III. MATERNITY LEAVE

A. Employees will not be kept on the active payroll beyond the end of the fifth (5th) month of pregnancy. Any employee who has at least a minimum of two (2) years of seniority may request a maternity leave without pay up to a maximum of seven (7) months, by writing to her department supervisor. The department supervisor will forward a proper recommendation with authorized signatures to the Personnel Department at this time.

B. Application for reinstatement from such leave must be made before the leave expires. The assignment upon return from maternity leave will be dependent upon the jobs available and not restricted to the same department or the same class level which was held by the employee previous to her maternity leave.

C. If it is not possible to assign work to the employee immediately upon a return from maternity leave, she will be granted an extended leave for a maximum of three (3) months, during which time the Personnel Department will make a concerted effort to find employment for her. If the employee is not returned to work during this three (3) month period she will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

D. The employee must check with the Payroll Department of the University Business Office about maintaining the employee hospitalization and surgical insurance during this period.

#### IV. PERSONAL LEAVE

A. Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for an additional three (3) month period, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of a temporary termination of the employee's work lasts for a period of thirty (30) days or more, the employee may be requested to take another physical examination before returning to work.

B. Application for reinstatement for such leave must be made before the leave expires. The assignment upon return from a personal leave will be dependent upon the jobs available and not restricted to the same department or the same class level which was held by the employee previous to the leave of absence.

C. If it is not possible to assign work to the employee immediately upon a return from a personal leave, he will be granted an extended

leave for a maximum of three (3) months, during which time the Personnel Department will make a concerted effort to find employment for him. If the employee is not returned to work during this three (3) month period he will have the right to displace an employee with less seniority in the same classification in the unit in which he worked at the time his leave of absence was granted. The employee will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

D. The employee must check with the Payroll Department of the University Business Office about maintaining payments for the employee hospitalization and life insurance during this period.

E. If an employee is required to extend his personal leave of absence because no vacancies exist at the time he requests reinstatement, he may accept temporary employment outside the University without loss of seniority. If the employee does not return to the University when a vacancy exists, or at the end of the extended leave, his employment shall be terminated.

#### V. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

A. When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, the employee must procure and have available for the University a letter from the attending physician attesting that they are physically qualified to return to work. Absences of this kind can be extended to a maximum of two (2) years.

B. The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Payroll Department of the University Business Office about maintaining hospitalization and surgical insurance during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

#### VI. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

#### VII. MILITARY LEAVE

A. Extended Service: Upon application, a military leave of absence (without pay) will be granted to employees who have completed their probationary period and who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserves component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and nonrecurrent period.

B. Short Tours of Duty: Regular full time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

#### VIII. LEAVE FOR UNION BUSINESS

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

B. Upon their return they shall be re-employed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it may be necessary for the employee to take a physical examination before returning to work.

#### IX. UNION EDUCATIONAL LEAVE

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed two (2) employees at any one time for a combined total of fifteen (15) working days during the term of this contract. Such absences under this section shall be approved if not less than five (5) working

day's notice is given to the employee's supervisor and provided that the employee's absence will not unreasonably interfere with the University's operation.

## APPENDIX B

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

A. Longevity pay shall be computed as a percentage of the employee's gross earnings for the prior calendar year (the year that ended on the December 31 preceding the October 1 eligibility date) as shown on the employee's Form W-2.

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

C. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

D. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1967.

E. Effective October 1, 1967 pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1, 1968 and to those who retire prior to October 1 of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death longevity payments shall be made to the dependent. Such pro-rated payments as indicated above shall be based on the number of calendar months of full time service credited to an employee from the preceding October first to the date of retirement, separation or death and shall be made as soon as practicable thereafter.

F. No longevity payment as shown on the following schedule shall be made for that portion of an employee's yearly gross earnings which is in excess of \$6,000.

G. Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
6 or more & less than 11 years	2% of annual wage
11 or more & less than 15 years	3% of annual wage
15 or more & less than 19 years	4% of annual wage
19 or more & less than 23 years	5% of annual wage
23 or more & less than 26 years	6% of annual wage
26 or more years	8% of annual wage

## APPENDIX C

### MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a lay-off or leave of absence of any kind and the employee is not satisfied with the determination of the University designated physician he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists at the request of the Union, the University designated physician and the employee's doctor shall agree upon a third medical physician and surgeon, or osteopathic physician and surgeon, to submit a report to the University and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the University and the employee.

### UNION BULLETIN BOARD

The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

## LIMIT ON USE OF BULLETIN BOARDS

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

## APPENDIX D

### EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their District. An up-to-date list showing overtime hours will be posted in a prominent place in each district before the 15th of each month.

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

For the purpose of this clause, time not worked because the employee was unavailable,

or did not choose to work, will be charged the average number of overtime hours of the employees working during the overtime period. (2 hour minimum)

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

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

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

## APPENDIX E

### SAFETY COMMITTEE

A Safety Committee of not more than five (5) employees and the Employer's Representatives shall be established. The Union shall furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice or rule then one union member of the Safety Committee and a representative of the Employer of the Safety

Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

#### APPENDIX F

##### JURY DUTY

An employee with seniority who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court.

#### APPENDIX G

##### PARKING

The current parking policy at Northern Michigan University will continue to be in effect, at a cost of \$3.00 per year to all employees of the University. This policy shall not be changed without the concurrence of the Union.

#### APPENDIX H

##### HOSPITALIZATION AND SURGICAL INSURANCE

The Employer agrees to pay the full single subscriber premium of the Employer's Blue Cross-Blue Shield Master Medical Group Insurance Plan (or a plan with another responsible carrier providing equivalent benefits) during fiscal year 1969-70 for regular full time employees who complete and file application in accordance with carrier's regulations.

## APPENDIX I

### LIFE INSURANCE

The Employer shall provide a \$5,000 term life insurance policy, with a \$5,000 Accidental Death and Dismemberment rider, for all regular full-time employees who complete and file application in accordance with carrier's regulations. Additional optional insurance is available at low cost to all regular full time employees.

## APPENDIX J

### WAGES

Effective July 1, 1969, all employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the following wage rate schedule.

NORTHERN MICHIGAN UNIVERSITY  
Schedule of Wage Rates

<u>Grade</u>	<u>Class.</u>	<u>Job Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1	F-0 M-0	Food Service Helper Housekeeper	\$2.02	\$2.12	\$2.27	\$2.39
2	F-1	Assistant Cook Assistant Salad Maker Baker's Helper Line Leader Line Cashier	2.12	2.22	2.37	2.47
43 3	F-2	Pastry Cook Second Cook Salad Maker Line Supervisor	2.22	2.32	2.47	2.64
4	F-3  M-1	First Cook Assistant Baker Supply Agent Utility Man Custodian Groundsman Watchman Seamstress	2.37	2.52	2.73	2.90

5	F-4 M-2	Baker Stockroom Attendant Custodian Bus Driver Motor Vehicle Operator Tradeshelper	\$2.53	\$2.68	\$2.88	\$3.08
6	F-5 M-3	Meat Cutter General Maintenance Man Groundsman Tradesman Fireman Steam Plant Operator Custodial Leader	2.78	2.98	3.23	3.48
7	M-4	Motor Vehicle Mechanic Tradesman, Sr. Painter Carpenter General Mechanic Groundsman	2.88	3.08	3.33	3.54
8	M-5	Master Tradesman Stores Manager	3.64	3.74	3.89	3.99

The wages shown in the Schedule will be paid to food service employees plus maintenance at a rate of \$120 per year for one (1) meal per workday or at a rate of \$240 per year for two (2) meals per workday as the work schedule requires, and such maintenance will be a regular payroll deduction.

## APPENDIX K

### VACATIONS

Vacations with pay are based on an employee's length of continuous employment as shown in the following plan.

<u>Length of</u> <u>Continuous Service</u>	<u>Vacation Allowance</u>
Twelve (12) months	Twelve (12) working days per year, or one (1) working day per month.
Thirteen (13) through ninety-six (96) months	Fifteen (15) working days per year, or one and one-quarter (1-1/4) working days per month.
Ninety-seven (97) months or more	Eighteen (18) working days per year, or one and one-half (1-1/2) working days per month.

Vacation may be taken by an employee after the completion of six months' employment. Accumulations for time worked beyond the first six months of employment will be based on the actual months worked between January 1 and June 30; and July 1 and December 31 each year. To determine the vacation accumulation during each of these periods, the number of months worked are multiplied by the monthly vacation allowance. It is never possible to postpone a vacation from one year to another; however, an employee may forego his six days vacation at the end of his first six months employment so that he may have twelve

days accumulation at the end of one year's service.

Vacations will be taken at the convenience of the University, conforming with the requirements of the individual departments. An employee should consult with his supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes to be scheduled.

If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his supervisor.

An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

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

A full time employee who works in the Self-Liquidating Division, or in any other division of the University, only during the school year (normally from September through June) is allowed one (1) day's vacation for each month worked. After thirteen (13) months of service on a regular full-time basis an employee is entitled to one and one-quarter (1-1/4) day's vacation for each month worked. After ninety-seven (97) months of service on a regular full-time basis an employee is entitled to one and one-half (1-1/2) days vacation for each month worked. Years of service must be consecutive

and an employee will be given credit only for time actually worked in meeting the requirements of this progressive vacation plan.

If an employee stops working for the University after his first six months' employment, he will receive pay according to the above vacation plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave. In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.

Employees who terminate, or are terminated prior to the completion of their first six months' employment will not receive any vacation pay.

In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice of vacation time.

#### HOLIDAY PROVISIONS

The following holidays are observed by Northern Michigan University: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday Afternoon (from 12 noon).

All regular employees as defined below, regardless of their work schedule, will be entitled to one day off with regular pay for each of the holidays listed. You will be given the first working day either before or after Thanksgiving, Christmas, and New Year's Day as additional holiday vacation.

Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's workweek and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with his supervisor. Whenever one of the above holidays falls on Sunday the following Monday shall be observed as the designated holiday.

If an employee is absent on the working day immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period during the Christmas or Easter vacation or between the end of fall semester and the beginning of winter semester because of lack of work, he will receive the same holiday pay given to the rest of the employees.

Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed. Temporary employees will not qualify for holiday benefits.

## APPENDIX L

### WORKING HOURS

#### A. Shift Differential

Employees who work on the second or third shift shall receive, in addition to their regular pay, fifteen (15) cents per hour and twenty (20) cents per hour respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

#### B. Shift Hours

The first shift is any shift that regularly starts on or after 5:00 a. m. but before 1:00 p. m. The second shift is any shift that regularly starts on or after 1:00 p. m. but before 9:00 p. m. The third shift is any shift that regularly starts on or after 9:00 p. m. but before 5:00 a. m.

#### C. Rest Periods

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

#### D. Wash Up Time

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

E. Call-In Pay

An employee reporting for emergency duty at the Employer's request for work which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive two (2) hours pay at his regular straight time rate.

F. Time and One-Half

1. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours per day and forty (40) hours per week.

2. An employee who is on vacation shall be paid time and one-half of the regular straight time rate when reporting for duty at the Employer's request.

3. Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday. If the employee is not given an additional day off for the holiday on which he is scheduled to work, he will receive his holiday pay in addition to the time and one-half for the time worked.

G. For the purpose of computing overtime pay for over forty (40) hours in the employee's workweek, a holiday for which he receives holiday pay will be counted as a day worked.

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

I. All employees in the Maintenance Department will have an unpaid lunch period of 30 minutes except those employees who are assigned to work a continuous shift.

## APPENDIX M

### WORKING SUPERVISORS

A. It is the policy of the University that foremen and supervisory employees shall not normally perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.

B. Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of material or equipment, or when regular unit employees do not have the ability to do the work. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned.



NMU DUPLICATING SERVICES