

6/30/76

This two-year agreement has been signed and is in effect.

*Rebus sic stantibus*

AGREEMENT

Between

NORTHERN MICHIGAN UNIVERSITY

and

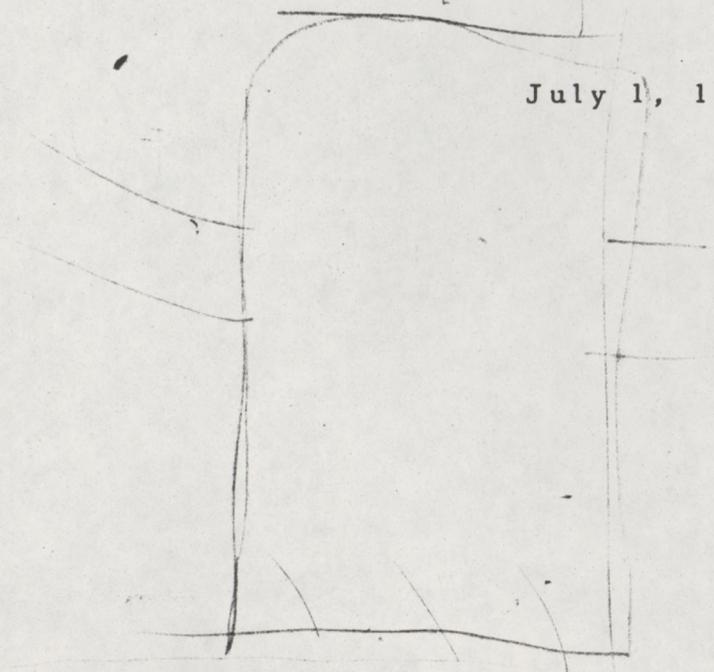
LOCAL UNION 1094 COUNCIL NO. 7

AFSCME, AFL-CIO



July 1, 1974

*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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## AGREEMENT

This Agreement is made effective as of the 1st day of July, 1974, 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) Clerical/Technical personnel (3) Supervisory personnel (4) Management personnel (5) Administrative personnel (6) Professional personnel (7) Academic personnel and (8) 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. Unit wide, as used in this Agreement, shall mean the total bargaining unit. The Employer and the Union may redistrict the unit from time to time by agreement. Districts, as used in this Agreement, shall mean an agreed upon area of the Employer for the purposes of establishing Stewards representation districts.

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: Auxiliary Services, State Buildings, Maintenance (Power Plant, Grounds, Mechanics), Quad I Food Service, Quad II Food Service, and University Center Food Service.

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. One additional Steward will represent all employees in all

districts who are working on the second shift and one additional Steward will represent all employees in all districts who are working on the third shift for a total of eight (8) Stewards.

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. In the absence of the Chief Steward, the Local President may act as the Chief Steward. The Chief Steward or the Local President in his absence 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 matters 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 or groups of employees having a grievance in connection with his or their employment shall present it to the Employer as follows and provided that no grievance shall be considered unless it is presented to the first step of the Grievance Procedure by the employee or Steward, within fourteen (14) calendar days of the time the employee or the Union has obtained knowledge of its occurrence.

STEP 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.

The supervisor will meet within a reasonable period of time and will give his verbal answer within two (2) working days.

If the verbal answer is not appealed within five (5) working days to the second step of the grievance procedure, the grievance shall be considered settled at the first step, and not subject to further review.

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

The District Supervisor will give his verbal answer within two (2) working days.

STEP 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 within fifteen (15) working days of the District Supervisor's answer.

The Administrative Head of the unit or division will give his answer in writing within five (5) working days.

STEP 4 - 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) working days from the date of the agenda is received by the Employer, or his designated representative.

The Employer's designated representative will answer the grievance in writing within seven (7) working days from the date of the meeting at which the grievance was discussed.

#### General Conditions

(1) 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.

(2) 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.

(3) A grievance that is not appealed from one step to another within the time limits allotted shall be considered settled on the basis of the last answer and not subject to further review.

STEP 5 - (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 grievance 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. 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 Department of Labor, Employment Relations Commission, 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. The Union shall strike the first name; the Employer shall then strike one name. The process will be repeated and the remaining person shall be the 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.

## 11. TIME LIMIT EXTENSIONS

Time limits on answers may be extended with the mutual consent of both the Union and the Employer.

## 12. WITHDRAWAL OF CASES

A. 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.

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

C. 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.

## 13. 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.

## 14. DISCHARGE OR DISCIPLINE

A. Employees will be informed as to the nature of business for which their superiors may require their presence for a meeting. If the nature of the business is for disciplinary action or reprimand of a serious nature, the employee will have the right to representation by the Union if the employee so requests.

B. The Employer shall not discharge employees or take other disciplinary action without just cause and when administered, will be done so in a fair and equitable manner.

C. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward of the district, the Chief Steward and the Local Union President of the discharge or discipline.

D. 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. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving violence or willful destruction of property.

E. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, the discharge or discipline will be a proper matter for the Grievance Procedure and will be submitted in writing to the fourth (4th) step of the Grievance Procedure within seven (7) calendar days of receiving the notice of discharge or discipline.

F. Use of Past Records. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions written and on file in the employee's personnel file that is maintained in the Personnel Office that occurred more than two (2) years previously.

G. 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 ordinances
- (2) Disorderly conduct

- (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
- (6) Falsification of information on job application, time records, or other University records.

15. 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.

16. SENIORITY Probationary Employees

A. New employees hired in a unit shall be considered as probationary employees for the first ninety (90) calendar days 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 ninety (90) calendar days 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.

C. Effective December 30, 1973, new employees will be hired at the probationary rate of the job. The probationary rate will be 10% below the working rate and will be paid for the length of the probationary period.

## 17. 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 district 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.

## 18. 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.

## 19. 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 with a copy to the Union President. 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 within ten (10) calendar days from the date of mailing of notice of recall. 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, an extended leave of absence, or an approved seasonal leave of absence, will be treated the same as D.

F. Failure to accept a position of the same classification 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.

## 20. SHIFT PREFERENCE

A. Shift preference will be granted on the basis of seniority according to the provisions of the job posting procedure.

B. Normally, there shall be no changing of employee's shift and days off except with the consent of the affected employee or except because of matters beyond the control of the Employer. Matters beyond the control of the Employer shall include absences of employees because of sickness, vacation or otherwise. When it becomes necessary to change shifts or days off on either a permanent or temporary basis, the employee with the least seniority within the classification and building will be required to so change unless a volunteer acceptable to the Employer is found.

21. SENIORITY OF NEGOTIATING  
COMMITTEE MEMBERS

Notwithstanding their position on the seniority list, members of the Local Union negotiating committee while actively engaged in negotiations shall, in the event of a layoff of any type, be continued at work as long as there is a job in their district for 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. The committee shall be limited in size to six (6) members.

22. SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, Chief Steward and Stewards of the Local Union, shall in the event of a layoff only be continued to work at all times provided they can perform any of the work available in the unit.

23. 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.

24. LAYOFFS

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 layoffs 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 will have at least seven (7) calendar days notice of layoff. The Local Union Secretary and President 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. The Union recognizes that Northern Michigan University is an educational institution and by its nature is obligated to provide jobs for its students for their development and financial aid. Northern Michigan University also recognizes its responsibility to members of Local 1094 as has been done in the past.

F. Student personnel performing the work of bargaining unit employees at the time of layoff will be a proper matter for a Special Conference.

## 25. RECALL PROCEDURE

A. When the working force is increased after a layoff, 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 district 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) calendar 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 layoff may be required to successfully pass a physical examination prior to returning to work, the cost to be provided by the Employer and performed by an approved medical facility or physician as designated by the University.

E. In the case of special events and/or banquets, employees may be called back without regard to the seniority clause without the concurrence of the Union.

## 26. 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.

## 27. PROMOTIONS

A. The Employer will make promotions within the unit available on a seniority basis to its employees for the following classifications: F-0, F-1, M-0, M-1, M-2. For classifications above those mentioned, the employee must possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration. When these qualifications are equal, the employee with the most seniority will be chosen.

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. The postings will include the normal shift and present location of the vacancy, and adequate copies will be furnished to the Union Stewards for posting in their approved bulletin boards.

C. Vacancies will be posted within a two-week period as they occur. In the event that a vacancy is not filled within the specified period, the Union will be so notified.

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 and the Local President.

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 Chief Steward and the Local President 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 assigned to a job with a higher maximum rate and he is capable of doing the job, he shall be paid the rate of the job.

J. If any employee is temporarily assigned to a job with a lower rate, he shall be paid the rate of the job.

K. Employees who are reclassified due to an adjustment of the working force will be paid according to the classification of the job that they are performing after reclassification. This will consist of a vertical movement on the wage schedules as set forth on pages 42-43, 44-45, 46-47, and 48-49.

## 28. CONTRACT DOCUMENTS

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

## 29. TERMINATION OR MODIFICATION

This Agreement shall continue in full force and effect until 11:59, June 30, 1976.

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) days' written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

C. Notice of Termination 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 No. 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.

30. EFFECTIVE DATE

This Agreement is retroactive to and effective as of July 1, 1974.

IN WITNESS WHEREOF THE PARTIES HAVE SET

THEIR HANDS:

Date signed:

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

\_\_\_\_\_  
Representative, Council No. 7

\_\_\_\_\_  
President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### I. SICK LEAVE BANK

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 Workmen's Compensation Act and awarded such compensation 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 bank is exhausted, at which time this supplemental pay will be terminated.

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

F. Employees who have exhausted their sick leave bank and their unused vacation credits, if so elected, and are still unable to return to work must apply for a leave of absence for illness or disability as specified under Appendix A, Section V, with the exception that there will be no loss of seniority, or if eligible, apply for short term disability as specified under Appendix I, or if eligible, apply for long term disability as specified under Appendix J.

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

H. 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.

I. 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.

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

K. 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.

L. Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may require a statement from the employee's personal physician concerning his disability when the absence exceeds one (1) day or the absences are frequent or believed to follow a pattern prior to returning to work. 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 unless other arrangements are made. Employees shall contact their Supervisor to request sick leave unless informed by Employer to contact another person.

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

N. 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 provision shall be subject to University policy.

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 2 hours and 5 minutes would be charged as 3 hours of sick leave.)

O. In the event of the death of a regular full-time employee, his beneficiary or estate shall be paid in the amount of 50 percent of the unused sick leave accumulated by the employee up to the time of his death. This provision shall be subject to University policy.

## 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 the 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. 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, child care for a new born infant (including adopted infants), 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 the

leave of absence extends beyond three (3) months, the University may require an employee to undergo and successfully pass a physical examination before returning to work at the expense of the University.

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 within the same classification.

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 one (1) month, 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 one (1) month period, he will have the right to displace an employee with less seniority in the same classification. Seniority of employees shall not be credited during leaves of this provision.

D. 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.

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

F. 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.

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

A. Leaves of absence up to three (3) months may be granted in cases of serious illness or disability of the employee who has used his accrued sick leave bank. Leaves of absences due to the illness or disability of the employee may be extended for two (2) years subject to the same conditions as explained above in Section III, Personal Leave. When a leave of absence for illness or disability without pay is requested, the employee will be required to procure and have available for the University a letter from the attending physician explaining the necessity for such leave and extensions, and also procure a letter from the attending physician attesting that they are physically qualified to return to work.

B. The employee who is on a 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. Seniority of employees shall not continue during leaves of this provision. The Employer will provide fully paid hospitalization (family plan) and one times regular annual salary as group life insurance as provided by our carriers for those employees who are on an approved leave of absence due to sickness or disability including those receiving Workmen's Compensation benefits with a two year maximum extension of these benefits. The employee must contact the Payroll Department of the University Business Office regarding the maintaining of supplemental insurance during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

C. Employees who have been employed on a continuous basis for one year or longer will be eligible for the short term disability program as specified under Appendix I or the long term disability program as specified under Appendix J.

## V. SEASONAL LEAVE

Leaves of absence up to three (3) months without pay may be granted to those Food Service employees who have acquired seniority under this Agreement.

Seasonal leaves are usually granted to those employees who have a number of years of service and do not choose to be employed during various vacation periods.

The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer.

The University will provide the regular premium contributions for hospitalization and life insurance coverage while an employee is on a seasonal leave.

The employee will not lose seniority while on a seasonal leave and will be recalled immediately upon the expiration of the leave.

The employee will not receive pay for the holidays falling within the leave of absence except during the Christmas and Easter vacations as provided for under Holiday Provisions, Appendix P.

The employee will not accrue annual leave or sick leave while on a seasonal leave.

## 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, the University may require an employee to undergo and successfully pass a physical examination before returning to work at the expense of the University.

## 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 four (4) employees at any one time for a combined total of eighteen (18) working days per contract year 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

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 on or before 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 on or before October 1 of any year shall be due the first regular payday in the subsequent December.

E. Effective October 1, 1967, pro-rated payments shall be made to those employees who retire under the University retirement plan based on the prior year's Form W-2. 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 layoff 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, an employee who was contacted and did not choose to work, will be charged the average number of overtime hours worked by other employees during the period said employee did not choose to work (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 end each fiscal 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.

For the purpose of this clause only, districts shall be defined as the building or recognized work area. For example, Instructional Facility, Learning Resources Center, University Center, State Building Maintenance Shop, Auxiliary Services Building Maintenance Shop, etc. Exception to this building concept will be that the Resident Halls custodial/housekeeping staff will consist of one district.

The Employer agrees that an equalization of overtime chart will be developed and maintained on a trial basis effective July 1, 1974, to be reviewed on approximately January 1, 1975, in each district or recognized work area as defined above. This chart and record will indicate in addition to overtime worked and overtime refused also sick and annual leave used with the understanding that the official record of sick days and annual leave days are maintained in the Payroll Department of the University Business Office.

## 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 that have previously been discussed with the supervisor and not satisfactorily resolved. 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. Persons assigned and working the second or third shifts will receive time off work equal to the time spent on Jury Duty.

## APPENDIX G

### PARKING FEES

The Union concurs with the present policy regarding parking fees that is in effect at this time. This policy shall not be changed in the future without the concurrence of the Union.

## APPENDIX H

### HOSPITALIZATION AND SURGICAL INSURANCE

The Employer agrees to contribute one hundred (100) percent of the hospitalization and surgical group insurance premium for either a one person, two person or family plan for those regular full-time employees who complete and file application in accordance with the Employer's and carrier's regulations.

The Employer agrees that this plan will be equal to our present coverage for the duration of this Agreement.

The Employer agrees that in the event a Federal health plan is enacted prior to the expiration of this Agreement (June 30, 1976) and the Employer is required to participate, any funds in excess of those required for the Federal program that the University contributed to the present hospitalization and surgical insurance will be added to wages or additional benefits through negotiations with the Union.

## APPENDIX I

### SHORT TERM DISABILITY

Effective October 1, 1974, the short term disability program as specified will be extended to all full-time employees of the bargaining unit who have been employed on a full-time basis one year at Northern Michigan University.

## APPENDIX J

### LONG TERM DISABILITY

Effective October 1, 1974, the long term disability program as provided by Northern Michigan University and Teachers Insurance and Annuity Association of America (TIAA) will be extended to all full-time bargaining unit employees who have been employed one year on a full-time basis at Northern Michigan University.

## APPENDIX K

### LIFE INSURANCE

The Employer shall provide a term life insurance policy equal to one (1) times annual rate as of September 1, 1972, (hourly rate times 2080 hours or its equivalent) to the nearest thousand dollar increment with a minimum of \$5,000 with an Accidental Death and Dismemberment rider for an equal amount for all regular full-time employees who complete and file application in accordance with the carrier's regulations. Additional optional insurance including dependent coverage is available at low cost to all regular full-time employees. This policy is subject to change due to University policy, our carrier's regulations and the requirements of the State Insurance Commission.

## APPENDIX L

### WAGES

Effective July 1, 1974, all employees of the bargaining unit will no longer be required to contribute to the Michigan Public School Employees Retirement System as Northern Michigan University agrees to assume this payment as defined in Senate revision of Michigan House Bill 5888.

Effective July 1, 1974, all employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the following schedule of wage rates.

Effective January 1, 1975, all employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the following schedule of wage rates.

Effective July 1, 1975, all employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the following schedule of wage rates.

Effective January 1, 1976, all employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the following schedule of wage rates.

Effective December 30, 1973, all employees hired after this date (December 30, 1973), will be hired at the probationary rate of the job. The probationary rate will be 10% below the working rate as set forth in the following schedule of wage rates.

The probationary rate will be paid for the length of the probationary period, 90 calendar days.

NORTHERN MICHIGAN UNIVERSITY  
Schedule of Wage Rates - 7/1/74

<u>Grade</u>	<u>Class.</u>	<u>Job Description</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	F-0	Food Service Helper	\$2.55	\$2.83
	M-0	Housekeeper		
2	F-1	Assistant Cook	2.64	2.93
		Assistant Salad Maker		
		Baker's Helper		
		Coffee Shop Attendant		
		Line Leader		
		Line Cashier		
42 3	F-2	Salad Maker	2.82	3.13
4	F-3	First Cook	3.09	3.43
		Assistant Baker		
		Supply Agent I		
		Utility Man		
	M-1	Custodian		
		Groundsman		
		Seamstress		

5	F-4 M-2	Baker Stockroom Attendant Custodian Bus Driver Motor Vehicle Operator Tradeshelper	3.29	3.66
6	F-5 M-3	Meat Cutter Supply Agent II Building Attendant Warehouse Attendant Tradesman Steam Plant Operator Custodial Leader Light Equipment Operator	3.67	4.08
43 7	M-4	Motor Vehicle Mechanic Tradesman, Sr. Painter Carpenter General Mechanic Heavy Equipment Operator	3.92	4.36
8	M-5	Master Tradesman	4.28	4.76

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, subject to change according to State regulations.

NORTHERN MICHIGAN UNIVERSITY  
Schedule of Wages Rates - 1/1/75

<u>Grade</u>	<u>Class.</u>	<u>Job Description</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	F-0 M-0	Food Service Helper Housekeeper	\$2.73	\$3.03
2	F-1	Assistant Cook Assistant Salad Maker Baker's Helper Coffee Shop Attendant Line Leader Line Cashier	2.82	3.13
44 3	F-2	Salad Maker	3.00	3.33
4	F-3  M-1	First Cook Assistant Baker Supply Agent I Utility Man Custodian Groundsman Seamstress	3.27	3.63

5	F-4	Baker	3.47	3.86	
	M-2	Stockroom Attendant Custodian Bus Driver Motor Vehicle Operator Tradeshelper			
6	F-5	Meat Cutter	3.85	4.28	
	M-3	Supply Agent II Building Attendant Warehouse Attendant Tradesman Steam Plant Operator Custodial Leader Light Equipment Operator			
45	7	M-4	Motor Vehicle Mechanic Tradesman, Sr. Painter Carpenter General Mechanic Heavy Equipment Operator	4.10	4.56
8	M-5	Master Tradesman	4.46	4.96	

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, subject to change according to State regulations.

NORTHERN MICHIGAN UNIVERSITY  
Schedule of Wage Rates - 7/1/75

<u>Grade</u>	<u>Class.</u>	<u>Job Description</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	F-0 M-0	Food Service Helper Housekeeper	\$2.91	\$3.23
2	F-1	Assistant Cook Assistant Salad Maker Baker's Helper Coffee Shop Attendant Line Leader Line Cashier	3.00	3.33
46 3	F-2	Salad Maker	3.18	3.53
4	F-3  M-1	First Cook Assistant Baker Supply Agent I Utility Man Custodian Groundsman Seamstress	3.45	3.83

5	F-4 M-2	Baker Stockroom Attendant Custodian Bus Driver Motor Vehicle Operator Tradeshelper	3.65	4.06
6	F-5 M-3	Meat Cutter Supply Agent II Building Attendant Warehouse Attendant Tradesman Steam Plant Operator Custodial Leader Light Equipment Operator	4.03	4.48
47 7	M-4	Motor Vehicle Mechanic Tradesman, Sr. Painter Carpenter General Mechanic Heavy Equipment Operator	4.28	4.76
8	M-5	Master Tradesman	4.64	5.16

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, subject to change according to State regulations.

NORTHERN MICHIGAN UNIVERSITY  
Schedule of Wage Rates - 1/1/76

<u>Grade</u>	<u>Class.</u>	<u>Job Description</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	F-0 M-0	Food Service Helper Housekeeper	\$3.07	\$3.41
2	F-1	Assistant Cook Assistant Salad Maker Baker's Helper Coffee Shop Attendant Line Leader Line Cashier	3.16	3.51
48 3	F-2	Salad Maker	3.34	3.71
4	F-3  M-1	First Cook Assistant Baker Supply Agent I Utility Man Custodian Groundsman Seamstress	3.61	4.01

5	F-4 M-2	Baker Stockroom Attendant Custodian Bus Driver Motor Vehicle Operator Tradeshelper	3.82	4.24
6	F-5 M-3	Meat Cutter Supply Agent II Building Attendant Warehouse Attendant Tradesman Steam Plant Operator Custodial Leader Light Equipment Operator	4.19	4.66
49 7	M-4	Motor Vehicle Mechanic Tradesman, Sr. Painter Carpenter General Mechanic Heavy Equipment Operator	4.45	4.94
8	M-5	Master Tradesman	4.81	5.34

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, subject to change according to State regulations.

## APPENDIX M

### UNIVERSITY BOOKSTORE DISCOUNT

All employees covered under this Agreement shall be entitled to a 10% discount on purchases made from the Northern Michigan University Bookstore as per University policy.

## APPENDIX N

### TUITION SCHOLARSHIP

Employees covered under this Agreement who have been employed at Northern Michigan University for one (1) year or more are eligible to participate in the Tuition Scholarship program as provided to other employee groups of Northern Michigan University.

## APPENDIX O

### RETIREMENT

All employees covered under this Agreement are required by legislative action to be members of the Michigan Public School Employees' Retirement System and F.I.C.A. (Social Security).

(a) Employees normally retire from active employment on or before the end of the quarter September 30, December 31, March 31 or June 30 after attaining the age of 65.

(b) All exceptions to the normal retirement age of 65 will be with mutual agreement between the employee and the administration on a year-to-year basis, up to age 70 when retirement is mandatory.

APPENDIX P

VACATIONS

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

<u>Length of 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 month's 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 Auxiliary Services 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) day's 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.

Extended vacation accrual may be treated and approved by special request through the Division Head with his approval and the approval of the Director of Personnel and Staff Benefits.

### 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 Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.

When the designated holiday occurs on a scheduled day off in the employee's workweek, the employee will receive an additional day off with pay, the time to be arranged with his supervisor who will make an effort to grant the additional day off as near as practical to the designated holiday.

If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminated vacation leave.

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 Q

### 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.

An employees normal workday shall consist of eight (8) consecutive working hours excluding lunch periods.

#### 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 three (3) 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/or 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, and will be given equal time off with pay at a later date, the time to be arranged with his supervisor.

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, vacation day or an earned sick leave day, for which he receives pay, will be counted as a day worked. If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminated vacation leave.

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

I. All employees covered by this Agreement will have an unpaid lunch period of 30 minutes except those employees who are assigned to work a continuous shift.

## APPENDIX R

### 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 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.

## APPENDIX S

### UNIFORM ALLOWANCE

All employees in the bargaining unit will receive \$50 per year as a uniform allotment payable September 1 of 1974 and 1975 to purchase uniforms (shirt and trousers for men; dresses or pant suits for women). Green will be worn by the maintenance employees and white will be worn by food service employees unless otherwise specified by the Department Head and approved by the

Division Head. Employees will be required to wear uniforms and are responsible for their care and laundry.

New employees will be given a uniform allotment of \$50 at the end of the probationary period. No employee will receive more than a \$50 allotment in a one year period. First year employees will receive a pro-rated uniform allotment on the first of September after hire equal to \$4 per month of the months since the date they ended their probationary period. For example, employee hired in March completes his probationary period in June. He would then receive \$50 allotment. The following September he would receive \$12 allotment.

Each employee will be issued a name tag that is to be worn during working hours. This tag will indicate first and last name of the employee.

#### APPENDIX T

#### SUBCONTRACTING

Except as it has done in the past, the Employer represents that it has no present intent to subcontract to others any work now performed by bargaining unit employees. If in the future the Employer wishes to subcontract work presently performed by bargaining unit employees, the Employer shall notify in writing the Union President or in his absence the Chief Steward of the proposed course of action and, if requested, negotiate thereon. If the matter is not resolved to the satisfaction of the Union, the Union may use the procedures of the Michigan Public Employment Relations Act.

APPENDIX U

JOB DESCRIPTIONS

Effective January 1, 1973, all employees hired or promoted to a permanent position will be presented with a current job description by his immediate supervisor stating the normal duties and responsibilities of each position.

The (M) maintenance job descriptions will be approved by the Chief Engineer, the Director of Auxiliary Services and the Director of Personnel and Staff Benefits.

The (F) food service job descriptions will be approved by the Director of Auxiliary Services and the Director of Personnel and Staff Benefits.

LETTER OF UNDERSTANDING  
July 1, 1974

SUBJECT: Recognition

It is agreed and understood that Section 1 of our present Agreement pertaining to recognition states that:

"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) Clerical/Technical personnel (3) Supervisory personnel (4) Management personnel (5) Administrative personnel (6) Professional personnel (7) Academic personnel and (8) Student personnel."

However, it is further understood that if any of the stated groups that are excluded should decide to unionize and are so ordered by the Michigan Employment Relations Commission, they may become members of Local 1094, American Federation of State, County and Municipal Employees.

LOCAL 1094, COUNCIL NO. 7, AFSCME, AFL-CIO

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Representative, Council No. 7

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President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

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LETTER OF UNDERSTANDING  
July 1, 1974

SUBJECT: Students - Casual Labor

Northern Michigan University and Local 1094, American Federation of State, County and Municipal Employees, recognize and agree that the employment of students is a part of the total employment program.

Northern Michigan University and Local 1094 recognize the necessity of employing students during the vacation periods including summer vacation and are aware that the requirement of the Michigan Public School Employees' Retirement System requires that retirement funds be deducted from all employees who are not enrolled and attending classes.

Northern Michigan University recognizes its obligation to its full-time regular employees. Therefore, it will be the policy of Northern Michigan University to limit the offer of employment opportunities to casual labor when all regular full-time employees who desire to work are working and they will not be hired to replace regular employees who can do the job under consideration.

It is further understood that casual labor normally will be limited to students of Northern Michigan University and who shall be placed in positions traditionally held by students, and who complete a formal application for employment in the Office of Personnel and Staff Benefits and provide proof of having registered or pre-registered for the next semester.

The Office of Personnel and Staff Benefits will refer applications for casual labor to departments for approved openings in the same nondiscriminatory manner as is used for regular employees.

The classification and hourly rate will be agreed upon by the committee that establishes the classifications and rates for students during the regular school year.

Letter of Understanding  
July 1, 1974  
Subject: Students - Casual Labor

This Letter of Understanding does not in any way hinder the University from hiring special tradesmen or craftsmen for short periods of time who also may be classified as casual labor to perform tasks that cannot be performed or performed in a timely manner by our regular employees who are working or on layoff status at the time.

LOCAL 1094, COUNCIL NO. 7, AFSCME, AFL-CIO

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Representative, Council No. 7

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President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

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LETTER OF UNDERSTANDING  
July 1, 1974

SUBJECT: Seasonal Work Adjustments

It is understood that during various vacation periods certain employee positions would not normally be required and at the same time, other departments are temporarily expanding their work force.

Therefore, it is agreed that these temporary positions will be posted in the same manner as other permanent positions and employees who would have been laid off are encouraged to apply for these temporary positions if they are qualified and can do the work.

It is further understood that they will revert to their regular classification and shift once their regular position becomes available as was done on an experimental basis during the summer of 1974.

LOCAL 1094, COUNCIL NO. 7, AFSCME, AFL-CIO

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Representative, Council No. 7

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President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

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LETTER OF UNDERSTANDING  
July 1, 1974

SUBJECT: Apprentice Study

The Employer agrees that prior to June 30, 1975, that they will start a study to determine the feasibility of an apprentice program.

The committee will consist of at least three members of Local 1094 to be appointed by the President of Local 1094 and at least three members representing the University to be appointed by the Director of Personnel and Staff Benefits.

LOCAL 1094, COUNCIL NO. 7, AFSCME, AFL-CIO

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Representative, Council No. 7

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President Local 1094

EMPLOYER - NORTHERN MICHIGAN UNIVERSITY

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