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OAKLAND UNIVERSITY

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and AFSCME, AFL-CIO council no. 7

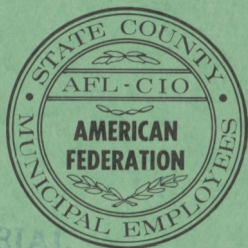
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LOCAL UNION No. 1418

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NOVEMBER 15, 1971

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## PREFACE

The Board of Trustees of Oakland University and Local 1418 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 areas 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.

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

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## A G R E E M E N T

1. This Agreement entered into this fifteenth day of November, 1971, between the Board of Trustees of Oakland University (hereinafter referred to as the "EMPLOYER") and Local Union No. 1418, Council No. 7, International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

2. 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, and the Employees and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depend 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.

3. 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 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 employees of the Employer included in the bargaining units described in Appendix I.

4. 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.

5. 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.

6. UNION SECURITY

Requirements of the 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 condi-

tion 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, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

(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 or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the bargaining units that are represented by the Union shall be deemed to meet the conditions of this section.

(e) Employees of the bargaining units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.



(f) The Employer shall be notified in writing, by the Union, of any employees in the bargaining units that are represented by the Union who are sixty (60) days in arrears in payment of membership dues, or the sum equivalent.

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

7. UNION DUES, INITIATION FEES AND SERVICE CHARGES

(a) Payment by Check-Off or Direct to Union.

The University will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authorization cards on forms that have been agreed to by the University and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues, or service charges, by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for check-off of union dues or service charges and make such payments directly to the Union; and if they are members of the Union, they must remain members for the duration of the Agreement.

(b) Employers Responsibility for Deductions.

The Employer shall have no responsibility for the collection of initiation fees and membership dues, for service charges, or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

(c) Delivery of Executed Authorizations for Check-Off.

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and monthly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Council No. 7 Secretary-Treasurer by the Employer.

(d) When Deductions Begin.

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

(e) 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 the Council No. 7.

(f) Remittance of Deductions to Secretary-Treasurer.

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council No. 7 as soon as possible after the first

pay of that month. The Employer shall furnish the designated financial officer of Council No. 7, monthly, with a list of those for whom the Union has submitted signed forms authorizing check-off, but for whom no deductions have been made.

(g) Termination of Check-Off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of a bargaining unit. The Council No. 7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(h) 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, 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 and its 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.

(i) 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.

(j) List of Members Paying Dues or Service Charges Directly.

The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Council No. 7. Thereafter the Union will furnish the Employer a monthly list of any changes.

(k) 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.

(1) The Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

8. REPRESENTATION Number of Representation Districts.

The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by agreement.

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

9. STEWARDS AND ALTERNATE STEWARDS

(a) In each district employees in the district shall be represented by one District Steward who shall be a regular employee and working in the district. During scheduled overtime periods for more than one employee in his district the District Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district he can perform and shall be so notified and scheduled.

(b) The District 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 normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District 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 District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

(c) A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances and that he will perform his regularly assigned work at all times except when

necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

(d) The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

#### 10. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meeting 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 matters 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 meeting may be attended by a representative of the Council and/or a representative of the International Union.

#### 11. GRIEVANCE PROCEDURE. Time of Answers.

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

(a) By the administrative head of a unit or division within five (5) working days from the date of the meeting at which the grievance was discussed.

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

(c) The grievance must be presented in writing by the District Stewart to the Administrative head of a unit or division within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

## 12. PRESENTING A GRIEVANCE

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

a. (1.) If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he must discuss it with his immediate Supervisor, or with his District Stewart who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the District Supervisor.

(2.) If the grievance is not resolved, the District Stewart may reduce the grievance to writing and present it to the administrative head of the unit or division. A meeting will be arranged between the Chief Stewart, District Stewart and the representatives designated by the Employer to discuss the grievance. The Administrative head or his designated representative will then answer the grievance in writing.

b. (1.) If the administrative head's answer is not satisfactory, the grievance may be referred to the Local President who may submit his appeal on an

agenda to the Employer's designated representative. A meeting between no more than 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) days from the date the agenda is received by the Employer, or his designated representative.

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

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

c. (1.) Board of Appeal. If the representatives of the Employer and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then



refer the matter to the Council representative. The representative of the Council and/or the International Union 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 and/or the International Union 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 answer 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 to be made within two weeks of the submission to the Appeal Board.

### 13. MEMBERSHIP OF THE APPEAL BOARD

(a) The Appeal Board shall consist of two representatives of the Employer and one representative of the Local, one representative of the Council or International Union, and when necessary, an arbitrator.

(b) In the event that they are unable to settle a matter, it shall be determined by decision of the Arbitrator selected by the parties or in the event they cannot agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

(c) Grievances within the meaning of the grievance procedure and of this arbitration 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 Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

14. TIME OF APPEALS

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

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

15. WITHDRAWAL OF CASES

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

(b) Finality of Decisions. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any Appeal Board.

16. 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.

17. DISCHARGE OR DISCIPLINE

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

(b) A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the administrative head of the unit or his designated representative, will arrange for a hearing to be held with the discharged or disciplined employee and his Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Local President to the Director of Personnel within two (2) regularly scheduled working

days of the discharge or discipline. The Director of Personnel will review the discharge or discipline and give his answer within (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than two (2) years previously.

18. SENIORITY DEFINED

An employee's unit-wide seniority shall be defined as his length of continuous service with the Employer since his last hiring date as an employee or, if initially employed as a temporary employee, since the date upon which he was changed to regular status. "Last hiring date" shall mean the date upon which an employee first reported for work as an employee at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, approved vacations, sick or accident leaves or transfers.

19. SENIORITY. Probationary Employees

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

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

#### Temporary Employees

(a) There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting seven (7) months or less. The employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any unit covered by this Agreement within this seven (7) months period, he will be entered on the seniority list as of the latest date of hire.

(b) With the exception of the 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.

#### 20. SENIORITY LISTS

Within ten (10) calendar days after the date of the execution of this Agreement, the Employer will post a unit-wide seniority list on the appropriate bulletin boards. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards at three (3) month intervals following the initial posting. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest

amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first names.

21. LOSS OF SENIORITY

An employee's seniority shall terminate:

(a) If he quits.

(b) If he is discharged and not reinstated.

(c) If he is absent from work for three (3) working days without notifying the University in writing.

(d) If he fails to report for work from lay-off after being notified of the date to report for work by certified mail, he shall then be considered to have voluntarily quit. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(e) If an employee is laid off for a continuous period equal to one (1) year, unless mutually agreed to by both parties.

(f) If he retires or receives a pension under the pension plan of this Agreement. If he receives a pension for permanent disability and is re-employed, his seniority, including that which he otherwise would have acquired during the period under his disability, shall be restored.

22. SHIFT PREFERENCE

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

#### 23. SENIORITY OF STEWARDS

(a) Notwithstanding their position on the seniority list, the president, vice-president, financial secretary, recording secretary and chief steward of the local union, shall, in the event of a layoff, be continued to work at all times when one or more districts or division or fractions thereof are at work.

(b) Notwithstanding their position on the seniority list, stewards and alternate stewards, shall, in the event of a layoff, be continued to work as long as there is a job in their district they are capable of performing. In the event a steward or alternate steward is laid off because of a complete shutdown of their district, the steward, first, and the alternate steward, second, shall be recalled on job openings in the district. Stewards and alternate stewards shall not be transferred to other districts, nor shall any steward or alternate steward work outside of their district during their regular work day.

#### 24. SUPPLEMENTAL AGREEMENTS

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

25. TEMPORARY LAYOFFS

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

26. LAYOFFS

(a) When there is a decrease in force, the following procedure shall be followed: Temporary part-time and probationary employees will be laid off, in that order, on a district 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.

(c) Disputes concerning the above procedure will be a proper matter for the third (3rd) step of the grievance procedure.

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



27. 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 unit or division that he was laid off from shall be restored to its status as the date he left the service of the Employer.

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

28. WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

(a) The Employer will so far as reasonably practicable in employing new people in any seniority unit give work opportunity to employees with seniority of other units who are at the time laid off and are not expected to be returned to work in their unit.

(b) An employee with seniority who is laid off and given work in another seniority unit will accrue seniority effective as of the date of entry into this unit.

(c) He shall retain seniority in his former unit until his accrued seniority in his new unit

equals the seniority he had in his former unit, at which time all of his seniority in his former unit shall be cancelled.

29. TRANSFERS

(a) Transfer of Employees: if an employee with seniority is transferred from one seniority unit to another seniority unit he will be given seniority in the new unit equivalent to that which he had accrued in the unit from which he is transferred at which time all of his seniority in his former unit shall be cancelled.

(b) If an employee is transferred to a position under the Employer not included in a unit and is thereafter transferred again to a position within the same unit, he shall have accumulated seniority while working in the position to which he was transferred. This shall also be applied to employees who were transferred to a position under the Employer not included in a unit prior to certification of the Union.

(c) Employees transferring under the above circumstances (TRANSFERS (a) and (b)) shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(d) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(e) The Employer agrees that in any movement of work not covered above in TRANSFERS (a), (b), and (d), he will discuss the movements with the Union in

order to provide for the protection of the seniority of employees involved.

30. VACANCIES

(a) Job vacancies shall be posted for five (5) calendar days in conspicuous places in the bargaining unit. Information on job postings will include job title, hours, wages, and location. Employees who possess the general qualifications for the job as well as special qualifications and training necessary for the job under consideration shall indicate their desire for consideration by submitting a written notice to the Employer which shall be dated and signed.

(b) Vacancies shall be filled in the following order:

(1) The position shall be awarded to the senior employee who possesses the general qualifications and training necessary for the job under consideration who has submitted a written notice as required in paragraph (a) above.

(2) In the event the vacancy cannot be filled under (1) above, the position shall be awarded to the senior employee within the bargaining unit who possesses the general qualifications, special qualifications and training necessary for the vacant job.

(3) In the event the vacancy cannot be filled under (1) or (2) above, the University reserves the right to hire a new employee.

(c) 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.

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

(e) During the trial period, employees will receive the rate of the job they are performing.

(f) When an employee is temporarily (for three (3) hours or more) assigned to a job with a higher maximum rate, he shall receive the rate of the employee he is replacing for the entire work day.

### 31. ABSENCES

An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervision. Unless such prior arrangements were made, an employee who, for any reason, fails to report for work is expected to make a sincere effort to immediately notify his Supervision of his reason for being absent. Should the absence continue, the employee is expected to communicate to his Supervision at least every three (3) working days the reason for its continuation within practical limits.

### 32. PERSONAL LEAVE

Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for

such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absences for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of the employee's work lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.

33. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

(a) When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, then the employee must procure and have available for the Health Center a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years.

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

34. 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.

35. MILITARY LEAVE

Extended Service

Upon application, a military leave of absence (without pay) will be granted to employees 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 reserve 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.

36. MILITARY LEAVE

Short Tours of Duty

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) days' leave of absence during a fiscal year. 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.

37. LEAVE FOR UNION BUSINESS

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

Upon their return they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work.

38. UNION EDUCATIONAL LEAVE

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union. The number will not exceed twenty (20) man days per calendar year.

39. MATERNITY LEAVE

Pregnant employees shall be granted and must take a maternity leave of absence without pay and without loss of seniority. Such leaves shall not exceed seven (7) months.

Upon returning, the employee will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee must take a physical examination before returning to work.

When a maternity leave is granted, the em-

ployee must check with the Payroll Office regarding the procedure for maintaining University sponsored group insurances while on said leave.

40. MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a lay-off or leave of absence of any kind and the employee is not satisfied with the determination of the Director of University Health Center 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 Director of the Health Center and the employee's doctor shall agree upon a third medical doctor 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.

41. 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



42. 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.

43. WORKING HOURS

(a) Shift Differential

Employees who work on the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour and twenty (20) cents per hour respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

(b) Shift Hours

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

(c) Rest Periods

Employees may take a rest period of not more than fifteen (15) minutes during each half day of work. Rest periods should be taken at a time and 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 and three (3) hours work 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\*

The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are not contained in this Agreement.

(1) Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.

(2) Time and one-half the regular

\*Subject to supplemental agreement as additional units are recognized.

straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

(3) Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

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

(h) In no case shall premium pay be paid twice for the same hours worked.

#### 44. HOLIDAY PROVISIONS

(a) The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, December 24, 1972, Christmas Day, December 31, 1972, and New Year's Day.

(b) Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer the employee will receive an additional day off with pay, the time to be arranged with his Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before Christmas and the day before New Year's which shall be considered separately each year.

(c) 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 between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

(d) 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 terminal vacation leave.

(e) 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.

45. PERSONAL LEAVE DAY

(a) Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time, continuous employee on the employment rolls as of July 1 for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This shall include time off to attend religious services of the employee's own choice, such as Good Friday; time off for the celebration of the employee's birthday; and time off to vote. Each full-time continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or fractional amounts thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

(b) The personal leave day, or fraction thereof, credited to each full-time continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

The personal leave day, or any fraction thereof, shall not be utilized during an absence for sick leave or during any other leave of absence.

(c) No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

(d) The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

46. VACATIONS

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

<u>Length of Service</u>	<u>Vacation Allowances Per Year</u>
6 months to 1 year	6 working days
1 year to 5 years	12 working days
5 years to 10 years	16 working days
10 years to 15 years	17 working days
15 years or more	22 working days

An employee's vacation pay will be based on his regular, normal workweek. Vacation shall continue to be earned in six month blocks, occurring on the sixth month and annual anniversary of their date of hire.

(b) 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.

(c) 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.

(d) A regular full time employee in the Residence Halls who works only during the school year (normally from September through April) shall earn one (1) day of vacation for each month worked. After sixty (60) months of service on a regular full time basis an employee working on this schedule is entitled to one and one quarter days (1 1/4) of vacation for each month worked, and after one hundred eighty (180) months is entitled to one and three quarter days (1 3/4) of vacation of 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 the progressive vacation plan.

(e) An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department. It is never permissible to postpone a vacation from one year to another; however, an employee may forego his first week's vacation at the end of his probationary period so that he may have twelve (12) working day's vacation at the end of one year's service. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his schedule if it is approved by his Supervisor. An employee should consult with his Supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled.

(f) If an employee stops working for the University after his probationary period, he will re-

ceive vacation pay according to the above 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 vacation money will be paid to the spouse or family of the deceased employee.

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

(h) 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.

#### 47. STUDENT EMPLOYMENT

It is the policy of the University to provide jobs for students to assist them in obtaining an education. The University shall not use students to replace the regular work force within the bargaining unit but only to supplement the work force. Therefore, no employee within the bargaining unit will be displaced or replaced by a student employee.

#### 48. RED CIRCLE RATES

(a) All regular full time employees currently receiving "Red Circle Rates", i.e., rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement.

(b) The above provision (a) will not be applicable to other employees in the same classifications, to new employees in the same classifications or to employees who may replace employees currently receiving "Red Circle Rates."

49. SUPERVISION WORKING

(a) It is the policy of the University that foremen and supervisory employees shall not perform work in any job classification of a bargaining unit.

(b) It is further understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

50. ASSIGNMENT OF RESIDENCE HALL EMPLOYEES

(a) It is agreed that employees in the Residence Halls may be assigned to other tasks between terms and during summer months without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

(b) It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the employer to utilize the talents and services of regular full time employees during normally slow periods.

51. TIME AND ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.



(a) Time and one-half the regular straight time rate will be paid to those employees who are employed primarily in connection with the offering of food or beverages for human consumption, either on the premises, or by such services as catering, banquet, box lunch, or curb or counter service, to the public, and to employees, and who are assigned to seven-day operations and work over eight (8) hours in any work day or over eighty (80) hours in any pay period or two (2) calendar weeks. This provision applies to the following work groups within the Dormitories and Food Services: Oakland Center Food Service, Vandenburg Food Service and Oakland Center Grill. It is further agreed that other Dormitories and Food Services' employees who work over forty (40) hours in a work week will be paid time and one-half their regular straight time rate.

## 52. STRIKES AND LOCKOUTS

(a) The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott. The Employer agrees during the same period there will be no lockouts, except during a strike.

(b) In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott, the Employer shall have the right to, at his discretion, to discipline or discharge such employees or groups of employees. However, it is understood and agreed that in question as to whether an employee's conduct is such as is described by this section may be processed under the grievance procedure, provided a written grievance is presented to the Personnel Office within fifteen (15) calendar days after the

date upon which the employee was discharged or disciplined.

53. CONTRACTING AND SUBCONTRACTING

The right of contracting or subcontracting is vested in the Employer. In the event there is to be a reduction of employees, due to contracting or subcontracting, the Employer shall notify the Union prior to the implementation of such action and meet with the Union to bargain on the matter of placing the affected employees elsewhere within the University.

54. CONTRACT DOCUMENTS

The provisions herein contained and the appendices hereunto attached constitute the entire Agreement between the parties.

55. RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them on or before November 15, 1971, and the International Union and its Local Union will recommend to the employees that it be ratified.

56. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1973.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter

provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

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

(c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council No. 7 and if to the Employer, addressed to Director of Personnel, or to any such address as the Union or the Employer may make available to each other.

#### EFFECTIVE DATE

This Agreement shall become effective as of November 15, 1971.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date signed NOVEMBER 11, 1971

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

David S. Mitchell

Council Representative

Johnella Andrews

Local President

EMPLOYER

Paul R. Heath

Director of Employment Relations

Lawrence R. Fitzpatrick

Benjamin F. Moore

David M. Gray

A P P E N D I X

A

The bargaining units referred to in the Recognition section, Employees Covered provision of this Agreement includes all of the employees in the following units excluding executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

Unit: DIVISION OF THE DEAN OF STUDENTS

Districts: Oakland Center  
Oakland Center Food Service  
Oakland Center Grill  
Vandenburg Hall Food Service  
Housing Personnel  
Sports and Recreation Personnel

Unit: DIVISION OF THE ASSISTANT TO THE CHANCELLOR

Districts: Physical Plant  
Grounds and Landscaping

Unit: DIVISION OF THE DIRECTOR OF BUSINESS AFFAIRS

Districts: University Services

## APPENDIX B

### SICK LEAVE AND FUNERAL LEAVE

(a) Every continuing full time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred twenty (120) 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.

(c) All employees shall accumulate sick leave from the date they are hired.

(d) A seniority employee who suffers injury

compensable under the Workman's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7) days not covered by the Workmen's Compensation Act provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

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

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

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

(h) An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

(i) An employee who transfers from one unit to another shall transfer with him any unused sick leave.

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

(k) Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability. He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee 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 (3) days.

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

(m) An employee under the retirement plan who separates from the Employer for retirement purposes in accordance with the provisions of the University retirement plan shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

(n) An employee not under the retirement plan who has at least five (5) years, but less than ten (10) years, of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective



date of separation. An employee not under the retirement plan who has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

#### 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 (3) 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 and half sister.

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

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

## APPENDIX C

### 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.

#### Section A

Longevity pay shall be computed as a percentage of employees' regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full time continuous service.

#### Section B

Following completion of six (6) years of continuous full time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

#### Section 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.

## Section D

Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1966.

## Section E

Effective October 1, 1966 pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1, 1967 and to those who retire prior to October first of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death longevity payments shall be made to the 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 preceeding October first to the date of retirement, separation or death and shall be made as soon as practicable thereafter.

## Section F

No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$6,000.

## Section G

### LONGEVITY PAY SCHEDULE

Continuous  
Service

Annual Longevity  
Pay

6 or more and less  
than 10 years

2% of annual wage

10 or more and less  
than 14 years

3% of annual wage

14 or more and less  
than 18 years

4% of annual wage

18 or more and less  
than 22 years

5% of annual wage

22 or more and less  
than 26 years

6% of annual wage

26 or more years

8% of annual wage

APPENDIX D

HOSPITALIZATION PROGRAM

The University will provide a comprehensive medical plan with the following benefits:

365 days at the prevailing Semi-Private Room and Board rate

Unlimited additional Hospital Benefits

Unlimited Out-Patient Accident Emergency Care

Medical In-Hospital Benefits - 365 days @\$6.00 per day

Unlimited Diagnostic Benefits

Unlimited Supplemental Accident Benefits

Surgical Fee Schedule \$1,200.00

Radiation Therapy \$600.00

This comprehensive hospital surgical plan will be offered to full-time members of the bargaining unit at the following cost per month:

Single Subscriber	No Cost
Two Party Contract	\$4.15
Full Family Contract	\$8.28
Family Continuation Rider	No Cost
Sponsored Dependent	\$12.38

## APPENDIX E

### MAJOR MEDICAL

The University shall provide for all full-time members of the bargaining unit, a \$50,000 Major Medical insurance plan. This plan shall provide dependent coverage, with a cash deductible of \$100, which is the out-of-pocket amount payable by the insured individual for covered expenses. Coinsurance provisions require that the individual pay 20% and the Major Medical plan pays 80% of the first \$5,000 of all Covered Expenses above the deductible amount. Thereafter, the plan pays 100% of all Covered Expenses to a maximum of \$50,000 of all Covered Expenses.

The University will pay the entire cost of the premium for this insurance.

APPENDIX F

LIFE INSURANCE

The University shall provide for each full-time bargaining unit member with an amount of term life insurance equal to his base annual salary. If this insurance is not an even multiple of \$1,000.00 it shall be raised to the next higher multiple of \$1,000. The University will pay the entire cost of this premium.

The University shall also provide optional plans for additional term life insurance. Premiums for the coverage described in the following schedule shall be paid by the bargaining unit member:

SCHEDULE "A"	SCHEDULE "B"
\$10,000	\$20,000
PREMIUM PER MONTH	PREMIUM PER MONTH
\$4.30	\$8.60

## APPENDIX G

### LONG TERM DISABILITY INSURANCE

The University shall provide for all full-time members of the bargaining unit, a long term disability insurance plan through T.I.A.A. providing the following benefits:

- 1) A monthly income benefit after 6 months of total disability not to exceed 60% of normal wages (tax free).
- 2) A monthly retirement contribution to the University retirement program equivalent to 5% of wages while disabled.

The University will pay the entire cost of the premium for this insurance.



## APPENDIX H

### EQUALIZATION OF OVERTIME HOURS

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

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

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period. (2 hours minimum)

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

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

Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the

day he was reclassified.

Employees completing their probationary period will be charged with the highest number of overtime hours that exist in their classification on the day the employee completes his probationary period.

## APPENDIX I

### SAFETY COMMITTEE

A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation 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 J

### JURY DUTY

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

## APPENDIX K

### RETIREMENT BENEFITS

The Board of Trustees of Michigan State University in 1937 established a non-contributory retirement plan. This plan has been modified and improved on a number of occasions. It provides basic retirement security for employees covered by this Agreement. The principle features are:

(a) All regular full time employees who are hired prior to 53 years of age and satisfactorily complete their six months probationary period are eligible to participate in the University's non-contributory retirement plan. An employee's retirement benefits will be computed from the six months prior to the date he completes his probationary period. Under this retirement plan an employee must have at least fifteen (15) years of continuous service to be eligible for benefits at 65 years of age or over.

(b) An employee's retirement is optional on the first day of July following attainment of age 65 and is mandatory on the first day of July following attainment of age 68.

(c) A qualifying employee with at least fifteen (15) years of continuous service may request retirement on the first day of July following attainment of age 62, and retirement benefits will be paid to him beginning on the first day of July following attainment of age 65. In this case an employee will receive credit for all of the years of his continuous employment in computing retirement benefits.

(d) An Employee with 25 years of service under this retirement plan may retire under one of the

following options:

1. He may elect a pension starting on July 1 following completion of 25 years' service based on his years of service but with a penalty of one year for each year he lacks of attaining age 65, or

2. If he is 62 years of age he may retire with a pension that starts on July 1 following attainment of age 65 without a penalty.

(e) An employee who retires prior to 65 years of age must make advance arrangements with the payroll division of the University Business Office for the payment of group life insurance and hospitalization insurance premiums, if any. After the first day of July following attainment of age 65 the University will assume the responsibility for premium payments for group life insurance for those participating, and no further contribution by the employee is required. After that date premiums for hospitalization insurance, if any, will be deducted from the employee's pension check.

(f) Any employee excluded from this retirement plan because of age at the time of employment must sign a waiver. However, such employee will be entitled to all other benefits and privileges accorded the rest of the employees except group life insurance.

(g) Complete details concerning the provisions of the University's non-contributory retirement plan are outlined in a brochure entitled "Retirement, Disability and Life Insurance Plan" which may be obtained from the Personnel Center or the University Business Office.

## APPENDIX L

### COST OF LIVING ALLOWANCE

The Employer will pay a cost of living allowance during the second year of this agreement according to the terms and conditions set forth in this Appendix L. The cost of living adjustment to be made during that period, if any, shall be made effective on July 1, 1973.

(A) Method of Computation. All determinations as to the amount of cost of living allowance due any employee shall be made on an annual basis in the following manner:

1. The cost of living allowance will be determined in accordance with the changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers), published by the Bureau of Labor Statistics, U. S. Department of Labor, (1957-1959-100), hereinafter referred to as the BLS Consumer Price Index. This allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated in the same manner as the present index.
2. The cost of living allowance paid hereunder shall be computed on the basis of a one cent per hour wage increase for each 0.5 point increase in the average BLS Consumer Price Index during the time period in Paragraph B.

3. In no event shall the cost of living allowance determined hereunder be greater than eight cents per hour during the time period in Paragraph B.
4. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumers Price Index for any of the months used in the calculation of the allowance due hereunder.

(B) Time Period Used in Computation of the Allowance. The cost of living allowance payable July 1, 1973, shall be determined by the point increase in the average of the BLS Consumer Price Index for January, February, and March of 1973, over the average of the Index for January, February, and March of 1972.

(C) General Conditions.

1. The cost of living allowance provided for hereunder shall be added to each employee's wage rate but shall remain separate and distinct from the base wage rate for that job and clearly represent an allowance for a change in the cost of living.
2. The Union and the Employer jointly agree that any adjustment in earnings made under the terms of this Appendix L shall be given full consideration in future bargaining between the parties with regard to wage increases.



3. The parties agree that an allowance for the cost of living which is adjustable upward for increases in such living cost shall also be adjustable downward for decreases in the cost of living. Therefore, in the event that a cost of living allowance is continued in future agreements, a reduction in the amount paid by the employer as an allowance for the cost of living shall be made for decreases in such cost, but no reduction shall be made in the base rate because of such decreases.

APPENDIX M

WAGE GRADES AND WAGE RATES  
TO INCLUDE COST OF LIVING ALLOWANCE

<u>GRADE</u>	<u>CENTS/ HOUR</u>	<u>1971 - 72</u>	<u>1972 - 73</u>
I	.18	\$2.38 - 2.51	\$2.52 - 2.66
II	.18	2.47 - 2.58	2.62 - 2.73
III	.18	2.50 - 2.67	2.65 - 2.83
IV	.19	2.53 - 2.81	2.68 - 2.98
V	.19	2.58 - 2.89	2.73 - 3.06
VI	.20	2.72 - 3.01	2.88 - 3.19
VII	.20	2.74 - 3.03	2.90 - 3.21
VIII	.21	2.81 - 3.18	2.98 - 3.37
IX	.21	2.83 - 3.21	3.00 - 3.40
X	.22	2.94 - 3.35	3.12 - 3.55
XI	.22	3.02 - 3.49	3.20 - 3.70
XII	.23	3.12 - 3.63	3.31 - 3.85
XIII	.21	3.15 - 3.66	3.34 - 3.88
XIV	.21	3.21 - 3.73	3.40 - 3.95
XV	.22	3.38 - 3.92	3.58 - 4.16
XVI	.23	3.51 - 4.06	3.72 - 4.30
XVII	.23	3.58 - 4.16	3.79 - 4.41

<u>GRADE</u>	<u>CENTS / HOUR</u>	<u>1971 - 72</u>	<u>1972 - 73</u>
XVIII	.24	3.69 - 4.31	3.91 - 4.57
XIX	.26	4.00 - 4.53	4.24 - 4.80
XX	.28	4.22 - 4.73	4.47 - 5.01
XXI	.28	4.24 - 4.80	4.49 - 5.09
XXII	.29	4.41 - 4.98	4.67 - 5.28
XXIII	.29	4.46 - 5.05	4.73 - 5.35
XXIV	.30	4.54 - 5.14	4.81 - 5.45
XXV	.30	4.67 - 5.21	4.95 - 5.52

International Union  
American Federation of State,  
County & Municipal Employees  
805 West Allegan Street  
Lansing, Michigan

Attention: Staff Representative  
Council #7, AFSCME, AFL-CIO

Dear Sir:

It is understood and agreed that the past practice of the Employer in furnishing certain items, including by way of illustration but not limitation the furnishing of uniforms to the employees during their work period, will be continued during the lifetime of this Agreement.

Very truly yours,

*Lawrence K. Fitzpatrick*

Lawrence K. Fitzpatrick  
Director of Personnel

Acceptance of Union

*Johnella Andrews*

Johnella Andrews  
President  
Local 1418

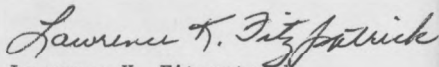
International Union  
American Federation of State,  
County & Municipal Employees  
805 West Allegan Street  
Lansing, Michigan

Attention: Staff Representative  
Council #7, AFSCME, AFL-CIO

Dear Sir:

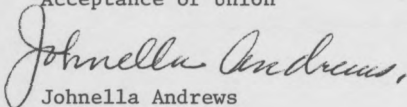
Within 30 days after the conclusion of all the University's labor contracts for fiscal year 1971-72, the University will establish a committee for the purpose of investigating and recommending changes to the existing retirement program which affects the Union. The Union will have representation on this committee along with other employee groups now covered by this retirement program.

Very truly yours,



Lawrence K. Fitzpatrick  
Director of Personnel

Acceptance of Union



Johnella Andrews  
President  
Local 1418

LKF:pt

International Union  
American Federation of State,  
County & Municipal Employees  
805 West Allegan Street  
Lansing, Michigan

Attention: Staff Representative  
Council #7, AFSCME, AFL-CIO

Dear Sir:

The University and Local 1418, AFSCME agree during the lifetime of this Agreement all requests for the creation of job descriptions and job descriptions updating within the bargaining unit will receive prompt attention and consideration by the University. If the request culminates in a new or revised job description, it will be reviewed with a representative of Local 1418 before implementation.

These job descriptions will be the basis for any subsequent job descriptions published by the Department in which the job is performed.

Very truly yours,

*Lawrence K. Fitzpatrick*  
Lawrence K. Fitzpatrick  
Director of Personnel

Acceptance of Union

*Johnella Andrews*  
Johnella Andrews  
President  
Local 1418

International Union  
American Federation of State,  
County & Municipal Employees  
805 West Allegan Street  
Lansing, Michigan

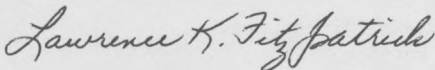
Attention: Staff Representative  
Council #7, AFSCME, AFL-CIO

Dear Sir:

It is the responsibility of the Director of Food Services to direct and coordinate catered parties for the President or other administrative officials of Oakland University either on or off campus. Staffing for these functions shall be established on a "need" basis, for which the selection shall be the responsibility of the Director of Food Service or his designated representative. It is recognized that these functions require specialized personnel without regard to seniority or overtime hours.

For other functions the University agrees to continue its policy of equalizing overtime hours within individual districts which currently are established as: 1. Oakland Center Food Service; 2. Oakland Center Grill; 3. Vandenberg Food Service. Whenever additional staffing is needed and all possibilities within the district have been exhausted, personnel from other districts will be contacted in compliance with the equalization of overtime provisions contained in the Oakland University Union Contract.

Very truly yours,



Lawrence K. Fitzpatrick  
Director of Personnel

Acceptance of Union

*Johnella Andrews,*

Johnella Andrews  
President  
Local 1418



International Union  
American Federation of State,  
County & Municipal Employees  
805 West Allegan Street  
Lansing, Michigan

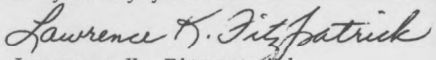
Attention: Staff Representative  
Council #7, AFSCME, AFL-CIO

Dear Sir:

Agreement has been reached between the Officers of Local 1418, AFSCME, and representatives of the administration of Oakland University that employees on layoff status will be called for special staffing during the period of layoff. Under no circumstances will University students be used if regular employees are available for work. Excluded from this provision are the activities relating to the Oakland Room in the Oakland Center, Trumbull Terrace and service help for catered functions.

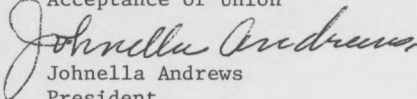
It is further agreed that the Union will not enforce the three (3) hour call-in pay ruling (during the layoff period) if less than three (3) hours work is performed.

Very truly yours.



Lawrence K. Fitzpatrick  
Director of Personnel

Acceptance of Union



Johnella Andrews  
President  
Local 1418