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Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

agreement between

OAKLAND UNIVERSITY

and AFSCME, AFL-CIO council no. 7

LOCAL UNION No. 1418

DECEMBER 14, 1973

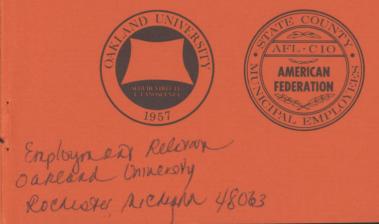


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AFSCME AGREEMENT 1973-1976

1.0 AGREEMENT

1.1 This Agreement entered into this third day of August, 1973, 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").

2.0 DEFINITIONS

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

2.2 The masculine, femine and neuter import one another whenever used in this document.

3.0 PURPOSE AND INTENT

3.1 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.

3.2 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.

3.3 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. 3.4 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 objectives 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.

4.0 RECOGNITION AND REPRESENTATION

4.1 <u>Recognition: Employees Covered</u>. Pursuant to and in accordance with all applicable provisions of Act 379 of public acts of 1965, as amended, the University 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 terms of this Agreement of all employees of the University excluding executive, administrative, academic, students, supervisory, professional, public safety, technical and clerical personnel. The bargaining unit includes all such employees in the following units:

Unit:

Business Affairs District: Motor Pool (included in Skilled Trades) University Services

Unit:

Campus Development District: Skilled Trades Grounds Cleaning Unit: Food Service

District: Oakland Center Cafeteria Oakland Center Grill Vandenberg

Unit: Student Affairs District: Sports & Recreation

4.2 <u>Number of Representation Districts</u>. 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.

4.3 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.

5.0 MANAGEMENT RIGHTS

5.1 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, layoffs, etc., for the orderly and efficient operation of the University.

6.0 CONTRACTING AND SUBCONTRACTING

6.1 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.

7.0 NON-DISCRIMINATION

7.1 The Board of Trustees of Oakland University and Local 1418 of the American Federation of State, County and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state and local laws relating to fair employment practices.

7.2 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.

8.0 AID TO OTHER UNIONS

8.1 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.

9.0 UNION SECURITY

9.1 <u>Requirements of the Union Membership</u>. To the extent that the laws of the State of Michigan permit, it is agreed that:

9.2 (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.

9.3 (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 of the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fees and membership dues as a charge for representation services.

9.4 (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.

9.5 (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.

9.6 (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.

9.7 (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.

9.8 (G) The Union shall indemnify and save the University harmless from any and all claims, demands,

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suits, or any other action arising from this Article or from complying with any request for termination under this Article.

10.0 UNION DUES, INITIATION FEES AND SERVICE CHARGES

10.1 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 authorizations for check-off of union dues or service charges and make payments directly to the Union; and if they are members of the Union, they must remain members for the duration of this Agreement.

10.2 <u>Employer's Responsibility for Deductions</u>. 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 this Agreement.

10.3 Delivery of Executed Authorization for Check-Off. A properly executed copy of the form authorizing checkoff 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. 10.4 <u>When Deductions Begin</u>. 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 (lst) pay of the month and each month thereafter.

10.5 <u>Refunds</u>. 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.

10.6 <u>Remittance of Deductions to Secretary-Treasurer</u>. 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 the 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.

10.7 <u>Termination of Check-Off</u>. 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 the 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.

10.8 <u>Disputes Concerning Check-Off</u>. 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

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matter is disposed of, no further deductions shall be made.

10.9 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.

10.10 List of Members Paying Dues or Service Charges <u>Directly</u>. 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.

10.11 <u>Disputes Concerning Membership</u>. 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.

10.12 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.

11.0 UNION BULLETIN BOARD

11.1 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:

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- 1. Notices of Union Activities
- 2. Notices of Union Elections
- 3. Notices of Results of Union Elections
- 4. Notices of Union Meetings

12.0 LIMIT ON USE OF BULLETIN BOARDS

12.1 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 Employment Relations Department 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.

13.0 UNION OFFICE

13.1 During the life of this Agreement, the University will provide office space to be used exclusively by AFSCME, Local 1418, at no cost to the Union.

14.0 SUPER SENIORITY

14.1 <u>Seniority of Officers</u>. 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 divisions or fractions thereof are at work.

14.2 <u>Seniority of Stewards</u>. 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.

15.0 SPECIAL CONFERENCES

15.1 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 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 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.

16.0 SAFETY COMMITTEE

16.1 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 on 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 of 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.

17.0 EMPLOYEE GRIEVANCE PROCEDURE

17.1 Grievances within the meaning of this grievance procedure shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.

17.2 The Employer will answer in writing any grievance presented to it in writing by the Union within the time limits specified below unless the time is extended by mutual agreement.

Union Representatives

17.3 <u>Stewards and Alternate Stewards</u>. 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.

17.4 Overtime Work for Stewards. During scheduled overtime periods for more than four employees in the 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 the district that the individual can perform, and he shall be no notified and scheduled.

17.5 List of Union Representatives. The Union will furnish the department 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 department heads of the units, keep the Union advised as to its representatives.

Union Representatives Handling Grievances

17.6 District Stewards. The District Stewards, dur-ing 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: the 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.

17.7 <u>Chief Steward</u>. 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. 17.8 Local President. 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.

Presenting a Grievance

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

Step One: Immediate Supervisor (Oral)

17.10 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 Steward, who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the department head of a unit or district.

Step Two: Department Head (Written)

17.11 If the grievance is not resolved, the District Steward may reduce the grievance to writing and present it to the department head of the unit or district. A meeting will be arranged between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the grievance. The department head or his designated representative will then answer the grievance in writing within $\underline{\rm FIVE}$ (5) WORKING DAYS from the date of the meeting at which the grievance was discussed.

17.12 The grievance must be presented in writing by the District Steward to the department head of a unit or district within <u>THIRTY (30)</u> DAYS after its occurrence in order to be a proper matter for the grievance procedure.

17.13 Any grievance not appealed from an answer at the second step of the grievance procedure to the third step of the grievance procedure within <u>FIVE (5) WORK-ING DAYS</u> after such answer shall be considered settled on the basis of the last answer and not subject to further review.

Step Three: Employment Relations Department (Written)

17.14 If the department 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 Employment Relations Department. 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 <u>SEVEN (7) WORKING DAYS</u> from the date the agenda is received by the Employment Relations Department. The Employment Relations Department will then answer the grievance within <u>SEVEN (7) WORKING DAYS</u> from the date of the meeting at which the grievance was discussed.

17.15 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.

Step Four: Board of Appeal (Written)

17.16 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 representatives. The representatives of the Council and/or the International Union will review the matter, and if they wish to carry the matter further, they will within <u>THIRTY (30) DAYS</u> of the Employer's answer refer the matter to the Appeal Board.

17.17 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 <u>TWO WEEKS</u> of the submission to the Appeal Board.

17.18 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.

17.19 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 <u>FIVE (5)</u> <u>DAYS</u>, 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. 17.20 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.

18.0 WITHDRAWAL OF CASES

18.1 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 <u>THREE (3) MONTHS</u> 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.

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

19.0 FINALITY OF DECISIONS

19.1 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.

20.0 COMPUTATION OF BACK WAGES

20.1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at

his regular wage.

21.0 SENIORITY DEFINED

21.1 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 absences, approved vacations, sick or accident leaves or transfers. Unit-wide seniority and campuswide seniority are synonomous.

Seniority Lists

21.2 Within ten (10) calendar days after the date of 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.

21.3 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.

21.4 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.

21.5 If two (2) or more employees have the same last name, the same procedure shall be followed in respect

to their first names.

22.0 PROBATIONARY EMPLOYEES

22.1 New employees hired in a unit shall be considered as probationary employees for the first four (4) months of their continuous employment, except for individuals hired in the skilled trades who shall be probationary employees for the first six (6) months of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the four (4) months or six (6) months in the Skilled Trades, prior to the date the individual completed the probationary period. There shall be no seniority among probationary employees.

22.2 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 activities.

23.0 TEMPORARY EMPLOYEE

23.1 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) month period, he will be entered on the seniority list as of the latest date of hire.

23.2 With the exception of section (23.1) above and disciplinary actions, 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.

24.0 LOSS OF SENIORITY

- 24.1 An employee's seniority shall terminate:
 - (a) If he quits.
 - (b) If he is discharged and not reinstated.
 - (c) If the employee is absent from work for three consecutive working days without notifying the immediate department, or if unable to reach the department, leaving a message with the University switchboard.
 - (d) If he fails to report for work from layoff 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.
 - (g) Any dispute concerning this section will be subject for the third step of the grievance procedure.

25.0 DISCIPLINE OR DISCHARGE

25.1 <u>Notice of Discharge or Discipline</u>. The University agrees upon the discharge or discipline of an employee, to immediately notify the Steward of the employee's district of the discharge or discipline.

25.2 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 department 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.

25.3 <u>Appeal of a Discharge</u>. Should the discharged employee or the Steward consider the discharge to be improper, a complaint may be presented in writing by the Local President to the Employment Relations Department at the third step of the grievance procedure within three (3) working days.

25.4 <u>Appeal of a Discipline</u>. Should the disciplined employee or the Steward consider the discipline to be improper, a complaint may be presented at the first step of the grievance procedure to the immediate Supervisor.

25.5 <u>Use of Past Record</u>. 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.

26.0 ABSENCES

26.1 An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. 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 Supervisor of his reason for being absent. Should the absence continue, the employee is expected to communicate, within practical limits, to his Supervisor at least every three (3) working days the reason for its continuation.

27.0 TEMPORARY LAY-OFFS

27.1 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of layoff procedures of the Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the Employer 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 adjustments the Employer will endeavor to give consideration in retaining the senior employees wherever time and circumstances permit.

28.0 LAY-OFFS

28.1 Where there is a decrease in force in a department or unit, the following procedures shall be followed: Temporary, part-time, and probationary employees will be laid off in that order, provided the seniority employees can do the available work.

28.2 Seniority employees will be laid off according to seniority, provided the greater seniority employees are able to perform the available work.

28.3 Employees affected may exercise their unit-wide seniority to replace employees with less seniority providing the employee can perform the work required.

28.4 An employee affected must exercise his seniority in the following order:

- replace the least-senior employee in the same classification in another department or unit.
- 2. replace the least-senior employee in another classification in the same labor grade.
- replace the least-senior employee in another classification, below the affected employee's labor grade.
- replace a temporary employee in another department or unit; however, the affected employee shall not become a temporary employee for seniority and benefit purposes.

28.5 The Employer may make exceptions to the above section (4) in Layoffs; however, should a dispute arise about an exception made by the Employer, the dispute will be a proper subject for the third step of the grievance procedure.

28.6 Above sections 28.3 and 28.4 shall apply in the case of job eliminations.

28.7 Employees to be laid off 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.

28.8 In the case of regular seasonal reductions in the Food Service Unit, employees with the greatest seniority will be permitted to elect a layoff during this period, providing other lower-seniority employees are able to do the job. When a high-seniority employee elects a layoff, the University agrees to treat such as a regular layoff, and will not deny or cause the employee to forfeit any benefits. 28.9 Any dispute concerning this section will be subject for the grievance procedure, with the exception as noted in subparagraph 28.5.

29.0 RECALL PROCEDURE

29.1 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.

29.2 Employees recalled from layoff shall have their unit-wide seniority restored as of the date of layoff.

29.3 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.

30.0 WORK OPPORTUNITY OF LAID OFF EMPLOYEES

30.1 The Employer will, prior to employing new people in any department, give work opportunity to employees with seniority of other departments who are at the time laid off, providing the laid-off employee can perform the available work.

30.2 An employee who commences work in another classification or department under the provisions of this contract shall have preference on returning to his or her original classification or department when there is a vacancy. However, an employee, who has displaced a less-seniored employee in another department or classification during a layoff shall be able to use the aforementioned preference only during the initial call back in the employee's former department or classification. Thereafter, the employee must use the bidding procedure to return to his former department or classification.

31.0 TRANSFER OF EMPLOYEES

31.1 If an employee with seniority is transferred to another job classification or department, his unitwide seniority will be carried with him as long as the employee remains within the bargaining unit.

31.2 If an employee is transferred to a position under the Employer not included in the bargaining unit, and is thereafter transferred again to a position in the bargaining unit, he shall not accumulate seniority while working in the position to which he was transferred.

31.3 If and when operations or divisions or fractions thereof are transferred outside the Rochester area 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.

31.4 The Employer agrees that in any permanent movement of work not covered under 31.1, 2, 3, it will discuss the movements with the Union, prior to implementation in order to provide for the protection of the seniority of the employees involved.

31.5 Employees transferring under the above circumstances (31.1, 2) shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

32.0 TEMPORARY TRANSFER

32.1 When an employee is temporarily assigned to a job with a higher rate, the employee shall receive the higher rate of the employee being replaced for each hour worked in that job.

33.0 PROMOTIONS

33.1 The Employer will make promotions within each department available on a seniority basis to its employees who possess the general qualifications for the job under consideration.

34.0 VACANCIES

34.1 <u>Posting</u>. Job vacancies shall be posted for five (5) working 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 under consideration shall indicate their desire for consideration by submitting a written notice to the Employer which shall be dated and signed.

34.2 <u>Filling Vacancies</u>. Vacancies shall be filled in the following order:

- (A) 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 3.41 above.
- (B) In the event the vacancy cannot be filled under (A) 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.
- (C) In the event the vacancy cannot be filled under (A) or (B) above, the University reserves the right to hire a new employee.

34.3 <u>Trial Period</u>. The employee who fills the job shall be granted a twenty (20) working-day trial period to de-termine:

- (A) The employee's ability to perform the job.
- (B) The employee's desire to remain on the job.

34.4 During the 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 for the grievance procedure. If the employee is considered satisfactory in the job, he must remain on the new job for at least six (6) months.

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

34.6 During the trial period the employee shall be given appropriate instructions as to the performance of the job by the appropriate Supervisor.

35.0 RED CIRCLE RATES

35.1 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.

35.2 The above provision 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."

36.0 SHIFT PREFERENCE

36.1 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.

37.0 STUDENT EMPLOYMENT

37.1 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.

38.0

SUPERVISION WORKING

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

38.2 However, 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, instructions or training 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.

39.0 WORKING HOURS

39.1 <u>Shift Differential</u>. 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.

39.2 Shift Hours.

(A) The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m.

- (B) The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m.
- (C) The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

39.3 <u>Rest Periods</u>. 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.

39.4 <u>Wash Up Time</u>. Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used.

39.5 <u>Call-in Pay</u>. 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.

39.6 <u>Time and One-Half</u>*. 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 contained in this Agreement.

> (A) 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.

- (B) Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
- (C) 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.

* Subject to supplemental agreement as additional units are recognized.

39.7 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.

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

39.9 <u>Equalization of Overtime Hours</u>. Overtime hours shall be divided as equally as possible among employees in the same classifications in their District. An upto-date list showing overtime hours will be posted in a prominent place in each district before the 15th of each month.

39.10 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.

39.11 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).

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

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

39.14 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.

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

40.0 FOOD SERVICE

40.1 <u>Meals</u>. Thirty-minute meal periods shall be scheduled during each shift by the management and will be non-paid. One free meal will be provided to every food service employee during each shift.

40.2 <u>Notice of Absence</u>. When a Food Service employee is going to be absent from work for any reason, the individual should call the University switchboard and leave a message for management stating: the reason for the absence, the anticipated length of absence, and a phone number where the employee can be reached if different from the home phone.

40.3 <u>Time and One-Half in Seven-Day Operations and</u> 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: 40.4 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 of two (2) calendar weeks. This provision applies to the following work groups within Food Services: Oakland Center Food Service, Vandenberg 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.

40.5 <u>Uniforms</u>. All Food Service employees in the bargaining unit will be issued four uniforms at no cost. The uniforms will be replaced by the Employer as needed at no cost to the employee. Employees will be responsible to wear uniforms and are responsible for their care and laundry.

41.0 ASSIGNMENT OF RESIDENCE HALL EMPLOYEES

41.1 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.

41.2 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.

42.0 SKILLED TRADES

42.1 <u>Apprenticeship Program</u>. Under the apprenticeship program, an employee is required to pay the full cost of each course. Upon the successful completion of each course an employee will receive a 50% reimbursement of the cost.

42.2 <u>Master Trades</u>. A minimum of one year's experience as a Skilled Trades III is mandatory before consideration for promotion to the Master Trades classification.

42.3 Upon the attainment of the Master Trades classification an employee may apply for an AFSCME journeyman card through the Union representatives.

42.4 <u>Safety Glasses</u>. All employees in the Skilled Trades will be provided with safety glasses. The University will pay the cost of the frames and the lenses, the employee will pay for the eye examination.

42.5 <u>Temporary Assignment</u>. An employee in the Skilled Trades may be temporarily assigned to a job with a higher classification in order to gain the skill and knowledge required to be advanced within the Skilled Trades.

43.0 BENEFITS WHILE ON LEAVE

43.1 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 Univerisity Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be approved by the department head and cleared through the Employment Relations Department.

44.0 MEDICAL DISPUTE

44.1 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 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.

45.0 FUNERAL LEAVE

45.1 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.

45.2 <u>Definition of Immediate Family</u>. The immediate family shall be interpreted as including: wife of husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brotherin-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother and half sister.

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

45.4 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.

46.0 JURY AND WITNESS SERVICE

46.1 An employee who loses time from his assigned schedule of work because of jury duty service or to testify pursuant to a subpeona shall be paid for such time lost at his hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. The employee will report for available work when released from jury duty or witness service.

47.0 SICK LEAVE

47.1 <u>Accumulation</u>. 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.

47.2 All employes shall accumulate sick leave from the date they are hired.

47.3 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.

47.4 <u>Availability</u>. Sick leave shall be available for use by employees for the following purposes:

- Acute personal illness or incapacity over which the employee has no reasonable control.
- B. 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.
- C. 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.
- D. Disability due to pregnancy or childbirth.

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

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

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

47.8 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. 47.9 <u>Rate of Pay.</u> All payments for sick leave shall be made at the employee's current rate of pay.

47.10 <u>Holiday Pay</u>. An employee using sick leave during a period that include 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.

47.11 <u>Retirement Payoff for Sick Leave</u>. 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.

47.12 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.

47.13 <u>Review</u>. 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.

48.0 UNION EDUCATION LEAVE

48.1 Leaves of absence with pay will be granted to those employees with seniority who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed twenty working days per calendar year. Such absences shall be approved if not less than five working days notice is given to the employee's Supervisor and the Employment Relations Department and provided that the employee's absence will not unreasonably interfere with the University's operation.

49.0 WORKMEN'S COMPENSATION

49.1 A seniority employee who suffers injury compensable under the Workmen'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.

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

50.0 LEAVES WITHOUT PAY

50.1 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.

51.0 ILLNESS OR DISABILITY LEAVE

51.1 When a leave of absence without pay is granted due to illness, disability, or disability due to pregnancy or childbirth, the employee must procure and have available for the Health Center a physician's transcript relative to the case before the employee reports for the required physical examination. Absences of this kind can be extended to a maximum of two years and shall be without loss of seniority.

52.0 MILITARY LEAVE

52.1 <u>Extended Service</u>. 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.

52.2 <u>Short Tours of Duty</u>. 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.

53.0 PERSONAL LEAVE

53.1 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, child rearing, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for 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.

54.0 UNION BUSINESS LEAVE

54.1 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 terms of office, whichever may be shorter.

54.2 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.

55.0 HOLIDAY PROVISIONS

55.1 The paid holidays are designated as Memorial Day,

Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

55.2 <u>Saturday Holidays</u>. 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 the Supervisor.

55.3 <u>Sunday Holidays</u>. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except the day before Christmas and the day before New Year's which shall be considered separately each year.

55.4 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.

55.5 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.

55.6 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.

55.7 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.

56.0 LONGEVITY PAY

56.1 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.

56.2 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 or premium pay. Longevity pay shall be based on full-time continuous service.

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

56.4 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.

56.5 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.

56.6 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.

56.7 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.

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 |

57.0 PERSONAL LEAVE DAY

57.1 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 amount thereof as follows:

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

57.2 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.

57.3 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.

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

57.5 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.

58.0 VACATIONS

58.1 <u>Accumulation</u>. Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

| LENGTH OF SERVICE | YEARLY ACCUMULATION Days | BI-WEEKLY ACCUMULATION Bi-Weekly |
|--|-----------------------------|---|
| 4 months probation | 32 hrs. at end of 4 mo | s. |
| 6 months probation | 48 hrs. at end of 6 mo | s. |
| Probation to 4.5 years | 12 days | 3 hrs. 1st 8 pay pe riods 4 hrs. other 18 pay periods |
| 4.5 to 9.5 years | 16 days | 3 hrs. 1st pay period 5 hrs. other 25 pay periods |
| 9.5 to 14.5 years | 17 days | 6 hrs. 1st 6 pay periods 5 hrs. other 20 pay periods |
| 14.5 years or more | 22 days | 6 hrs. 1st 6 pay periods 7 hrs. other 20 pay periods |
| Beginning on August 1, 1975 service will be changed to: | | e for the following length of |
| 9.5 to 14.5 years | 19 days | 5 hrs. 1st 4 pay periods 6 hrs. other 22 pay periods |
| 14.5 years or more | 24 days | 8 hrs. 1st 10 pay periods 7 hrs. other 16 pay periods |

58.2 An employee's vacation pay will be based on his regular, normal work week.

58.3 Vacations shall be accrued on the last working day of the month. A regular, full-time employee shall earn according to the schedule shown above. 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.

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

58.5 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 allowances.

58.6 If an employee stops working for the University after his probationary period, he will receive 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.

58.7 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.

58.8 <u>Scheduling</u>. 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. Vacation time may be accumulated up to the amount of vacation an employee accumulates in an eighteen (18) month period. A vacation should not be taken for less than one week at a time, but 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.

58.9 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.

59.0 UNIVERSITY RETIREMENT PLAN

59.1 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:

59.2 All regular, full-time employees who are hired prior to 53 years of age and satisfactorily complete their probationary period are eligible to participate in the University's non-contributory retirement plan. An employee's retirement benefits will be computed from the date of hire. 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.

59.3 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.

59.4 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. 59.5 An employee with 25 years of service under this retirement plan may retire under one of the following options:

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

59.6 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 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.

60.0 TIAA-CREF RETIREMENT PLAN

60.1 After September 1, 1975, the Universith shall provide a TIAA-CREF Retirement Annuity Plan to replace the University Non-Contributing Retirement Plan (Non-Con) to provide basic retirement security for employees covered by this Agreement. The principle features are:

> A. The Non-Con program will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent fulltime bargaining unit members effective September 1, 1975.

B. Contribution amounts and eligibility requirements of the TIAA-CREF program will be as follows:

1. The program will be offered to all permanent full-time employees with at least 3 years of service.

2. The program will be required, as a condition of employment, for those who have attained age 35 and 3 years of service.

3. Those employees who are 50 years of age or over on September 1, 1975, may elect to remain subject to the Non-Con formula (See Section C (1) below).

4. A monthly contribution of 5% of each participating employee's salary will be contributed by the University. Each employee shall contribute 2% of his salary.

5. The employee and the University's contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.

C. An individual employed as of June 30, 1975 shall have a pension from the Non-Con program as follows:

1. Service credits for the determination of the pension shall be 1% for each of the first 10 years of continuous employment and 2% for each year thereafter.

2. The pension amount shall be determined by

multiplying the employee's annual yearly earnings as of June 30, 1975, by his service credits and then adding 10%.

3. The maximum pension frozen shall be \$3,000.

4. An employee who was employed June 30, 1975 and retires under the minimum provision of the Non-Con plan (i.e., 62 years of age with 15 years of service or 25 years of service and subject to normal actuarial reductions, if any) shall receive the amount of the frozen pension in addition to the retirement pension from the contributions made to the individual TIAA-CREF annuity.

5. Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the Non-Con plan will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

6. For those employees age 50 or over who do not elect to participate in the TIAA-CREF program, their retirement will be figured solely on the Non-Con formula.

D. 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 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.

61.0 HOSPITALIZATION PROGRAM

61.1 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

Effective August 1, 1974: Prescription Drug Rider - \$1.00 deductible.

61.2 This comprehensive hospital surgical plan will be offered at no cost to full-time members of the bargaining unit and their families when the employee has completed the probationary period.

62.0 MAJOR MEDICAL

62.1 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. Co-insurance provisions require that the individual pay 20% and the Major Medical plan pays 80% of the first \$5,000 of all covered expenses about the dedu-tible amount. Thereafter, the plan pays 100% of all covered expenses to a maximum of \$50,000 of all covered expenses.

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

63.0 LIFE INSURANCE

63.1 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.

63.2 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

Premium Per Month

Premium Per Month

\$ 4.30

\$ 8.60

\$20,000

64.0 LONG TERM DISABILITY INSURANCE

64.1 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).

 A monthly retirement contribution to the retirement program equivalent to 5% of wages while disabled.

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

65.0 SUPPLEMENTAL AGREEMENTS

65.1 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.

66.0 STRIKES AND LOCKOUTS

66.1 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.

66.2 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, discipline or discharge such employees. However, it is understood and agreed that in question as to whether an employee's conduct is such as described by this section may be processed under the grievance procedure, provided a written grievance is presented to the Employment Relations Office within fifteen (15) calendar days after the date upon which the employee was discharged or disciplined.

67.0 CONTRACT DOCUMENTS

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

68.0 RATIFICATION

68.1 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 August 15, 1973, and the International Union and its Local Union will recommend to the employees that it be ratified.

69.0 TERMINATION AND MODIFICATION

69.1 This Agreement shall continue in full force and effect until 11:59 p.m., July 31, 1976.

69.2 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.

69.3 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.

69.3 <u>Notice of Termination Modification</u>. 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 Employment Relations, or to any such address as the Union or the Employer may make available to each other.

70.0 EFFECTIVE DATE

This Agreement shall become effective as of August 3, 1973.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

DATE SIGNED: DECEMBER 14,1973

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

Council Representative

Local President

OAKLAND UNIVERSITY

of Employment

lelations

Labor Relations Manager

APPENDIX A

JOB CLASSIFICATION TITLE CHANGES

Old Classification

Food Service Helper III Food Service Helper IV Grounds Foreman Janitor I Janitor II Janitor Head A Janitor Head B Maid I Maid II Maintenance Foreman Maintenance Supervisor Maid Inspector Senior Clerk (Shipping & Rečeiving) Shipping & Receiving Clerk

New Classification

Food Aide T Food Aide II Grounds Leader Custodian I Custodian II Custodian Head A Custodian Head B Custodian I Custodian II Maintenance Leader Maintenance Leader Custodian Inspector Shipping & Receiving Clerk I Shipping & Receiving Clerk II

APPENDIX B

1973-74 AFSCME CLASSIFICATIONS, LABOR GRADES AND NEW HIRE RATES

| Classification | Labor <u>Grade</u> | Probationary Rate | Rate of the Job |
|------------------------------------|-----------------------|----------------------|-----------------|
| Baker I | 1 | 2.70 | 2.85 |
| Baker II | 5 | 3.22 | 3.42 |
| Baker, Head | 6 | 3.76 | 3.96 |
| Cook I | 1 | 2.70 | 2.85 |
| Cook II | 5 | 3.22 | 3.42 |
| Cook, Head | 6 | 3.76 | 3.96 |
| Custodian I | 4 | 3.16 | 3.36 |
| Custodian II | 5 | 3.22 | 3.42 |
| Custodian, Head A | 8 | 4.14 | 4.34 |
| Custodian, Head B | 7 | 3.84 | 4.04 |
| Custodian Inspector | 6 | 3.76 | 3.96 |
| Food Aide I | 1 | 2.70 | 2.85 |
| Food Aide II | 3 | 3.00 | 3.15 |
| Food Service Sanitation Technician | 4 | 3.16 | 3.36 |
| Food Service Stockman | 4 | 3.16 | 3.36 |
| Grill Attendant I | 1 | 2.70 | 2.85 |
| Grill Attendant II | 2 | 2.80 | 2.95 |
| Grill Attendant III | 3 | 3.00 | 3.15 |
| Groundskeeper I | 4 | 3.16 | 3.36 |
| Groundskeeper II | 6 | 3.76 | 3.96 |
| Groundskeeper, Senior | 8 | 4.14 | 4.34 |

| Classification | Labor <u>Grade</u> | Probationary Rate | Rate of the Job |
|-------------------------------|-----------------------|----------------------|-----------------|
| Grounds Leader | 9 | 4.74 | 4.94 |
| Housing Repairman | 8 | 4.14 | 4.34 |
| Jr. Equipment Room Attendant | 5 | 3.22 | 3.42 |
| Mail Clerk | 4 | 3.16 | 3.36 |
| Maintenance Leader | 9 | 4.74 | 4.94 |
| Master Trades | 10 | | 5.40 |
| Salad Maker I | 1 | 2.70 | 2.85 |
| Salad Maker II | 2 | 2.80 | 2.95 |
| Salad Maker, Head | 4 | 3.16 | 3.36 |
| Shipping & Receiving Clerk I | 4 | 3.16 | 3.36 |
| Shipping & Receiving Clerk II | 6 | 3.76 | 3.96 |
| Stores Clerk | 4 | 3.16 | 3.36 |
| Sr. Equipment Room Attendant | 6 | 3.76 | 3.96 |

APPENDIX C

1974-75 AFSCME CLASSIFICATIONS, LABOR GRADES AND NEW HIRE RATES

| Classification | Labor <u>Grade</u> | Probationary Rate | Rate of the Job |
|------------------------------------|-----------------------|----------------------|-----------------|
| Baker I | 1 | 2.91 | 3.06 |
| Baker II | 5 | 3.64 | 3.84 |
| Baker, Head | 6 | 4.10 | 4.30 |
| Cook I | 1 | 2.91 | 3.06 |
| Cook II | 5 | 3.64 | 3.84 |
| Cook, Head | 6 | 4.10 | 4.30 |
| Custodian I | 4 | 3.52 | 3.72 |
| Custodian II | 5 | 3.64 | 3.84 |
| Custodian, Head A | 8 | 4.45 | 4.65 |
| Custodian, Head B | 7 | 4.21 | 4.41 |
| Custodian Inspector | 6 | 4.10 | 4.30 |
| Food Aide I | 1 | 2.91 | 3.06 |
| Food Aide II | 3 | 3.22 | 3.37 |
| Food Service Sanitation Technician | 4 | 3.52 | 3.72 |
| Food Service Stockman | 4 | 3.52 | 3.72 |
| Grill Attendant I | 1 | 2.91 | 3.06 |
| Grill Attendant II | 2 | 3.01 | 3.16 |
| Grill Attendant III | 3 | 3.22 | 3.37 |
| Groundskeeper I | 4 | 3.52 | 3.72 |
| Groundskeeper II | 6 | 4.10 | 4.30 |
| Groundskeeper, Senior | 8 | 4.45 | 4.65 |

| Classification | Labor Grade | Probationary Rate | Rate of the Job |
|-------------------------------|----------------|----------------------|--------------------|
| Grounds Leader | 9 | 5.29 | 5.49 |
| Housing Repairman | 8 | 4.45 | 4.65 |
| Jr. Equipment Room Attendant | 5 | 3.64 | 3.84 |
| Mail Clerk | 4 | 3.52 | 3.72 |
| Maintenance Leader | 9 | 5.29 | 5.49 |
| Master Trades | 10 | | 5.80 |
| Salad Maker I | 1 | 2.91 | 3.06 |
| Salad Maker II | 2 | 3.01 | 3.16 |
| Salad Maker, Head | 4 | 3.52 | 3.72 |
| Shipping & Receiving Clerk I | 4 | 3.52 | 3.72 |
| Shipping & Receiving Clerk II | 6 | 4.10 | 4.30 |
| Stores Clerk | 4 | 3.52 | 3.72 |
| Sr. Equipment Room Attendant | 6 | 4.10 | 4.30 |
| | | | |

APPENDIX D

1975-76 AFSCME CLASSIFICATIONS, LABOR GRADES AND NEW HIRE RATES

| Classification | Labor Grade | Probationary Rate | Rate of the Job |
|------------------------------------|----------------|----------------------|-----------------|
| Baker I | 1 | 3.06 | 3.21 |
| Baker II | 5 | 4.07 | 4.27 |
| Baker, Head | 6 | 4.46 | 4.66 |
| Cook I | 1 | 3.06 | 3.21 |
| Cook II | 5 | 4.07 | 4.27 |
| Cook, Head | 6 | 4.46 | 4.66 |
| Custodian I | 4 | 3.92 | 4.12 |
| Custodian II | 5 | 4.07 | 4.27 |
| Custodian, Head A | 8 | 4.77 | 4.97 |
| Custodian, Head B | 7 | 4.59 | 4.79 |
| Custodian Inspector | 6 | 4.46 | 4.66 |
| Food Aide I | 1 | 3.06 | 3.21 |
| Food Aide II | 3 | 3.39 | 3.54 |
| Food Service Sanitation Technician | 4 | 3.92 | 4.12 |
| Food Service Stockman | 4 | 3.92 | 4.12 |
| Grill Attendant I | 1 | 3.06 | 3.21 |
| Grill Attendant II | 2 | 3.17 | 3.32 |
| Gri-1 Attendant III | 3 | 3.39 | 3.54 |
| Groundskeeper I | 4 | 3.92 | 4.12 |
| Groundskeeper II | 6 | 4.46 | 4.66 |
| Groundskeeper, Senior | 8 | 4.77 | 4.97 |

| Classification | Labor Grade | Probationary Rate | Rate of the Job |
|-------------------------------|----------------|----------------------|-----------------|
| Grounds Leader | 9 | 5.87 | 6.07 |
| Housing Repairman | 8 | 4.77 | 4.97 |
| Jr. Equipment Room Attendant | 5 | 4.07 | 4.27 |
| Mail Clerk | 4 | 3.92 | 4.12 |
| Maintenance Leader | 9 | 5.87 | 6.07 |
| Master Trades | 10 | | 6.20 |
| Salad Maker I | 1 | 3.06 | 3.21 |
| Salad Maker II | 2 | 3.17 | 3.32 |
| Salad Maker, Head | 4 | 3.92 | 4.12 |
| Shipping & Receiving Clerk I | 4 | 3.92 | 4.12 |
| Shipping & Receiving Clerk II | 6 | 4.46 | 4.66 |
| Stores Clerk | 4 | 3.92 | 4.12 |
| Sr, Equipment Room Attendant | 6 | 4.46 | 4.66 |

APPENDIX E

SKILLED TRADES WAGE GRADES AND WAGE RATES

August 3, 1973

| | Start | 3 months | <u>6 months</u> | 9 months |
|--------------------|----------|----------|-----------------|----------|
| Trades Helper | 3.55 | | 3.65 | 3.70 |
| Skilled Trades I | 3.80 | 3.90 | 4.00 | 4.10 |
| Skilled Trades II | 4.20 | 4.30 | 4.40 | 4.50 |
| Skilled Trades III | 4.60 | 4.70 | 4.80 | 4.85 |
| Master Trades | 5.40 | | | |
| | August 1 | , 1974 | | |
| Trades Helper | 3.70 | | 3.80 | 3.85 |
| Skilled Trades I | 3.95 | 4.05 | 4.15 | 4.25 |
| Skilled Trades II | 4.35 | 4.45 | 4.55 | 4.65 |
| Skilled Trades III | 4.75 | 4.85 | 4.95 | 5.00 |
| Master Trades | 5.80 | | | |
| | | | | |

August 1, 1975

| | Start | 3 months | 6 months | 9 months |
|--------------------|-------|----------|----------|----------|
| Trades Helper | 3.85 | | 3.95 | 4.00 |
| Skilled Trades I | 4.10 | 4.20 | 4.30 | 4.40 |
| Skilled Trades II | 4.50 | 4.60 | 4.70 | 4.80 |
| Skilled Trades III | 4.90 | 5.00 | 5.10 | 5.15 |
| Master Trades | 6.20 | | | |

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Automatic progression through the Skilled Trades will start August 3, 1973, for employees on the University payroll as of June 30, 1973.

New hires will start progression on their anniversary date.

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

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

Dear Union Representative:

I Uniforms

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.

II Job Descriptions

The University and Local 1418, AFSCME agree during the lifetime of this Agreement all requests for the creation of job descriptions and job description 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.

III Food Service & Catered Parties

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.

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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 districts 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.

IV Food Service Summer Layoff

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 the 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 furthered 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.

V Grounds Department Overtime

Oakland University and Local 1418, AFSCME, agree that for the lifetime of this Agreement, employees of the grounds and landscaping district who have accumulated seniority will not be scheduled for a work week which includes Saturday and Sunday without mutual agreement between the Employer and the employee.

It is recognized by both sides that the establishment of a five-day work week, Wednesday through Sunday, for the grounds and landscaping district has not decreased the number of overtime hours which employees accumulate.

OF President, Local nd owment

Relations OAKLAND UNIVERSITY AFSCME

| 1973-75 AFSCME | WAGE | PROGRESSION | FOR | EMPLOYEES | HIRED | AS | OF | AUGUST | 2. | 1973 | |
|----------------|------|-------------|-----|-----------|-------|----|----|--------|----|------|--|
|----------------|------|-------------|-----|-----------|-------|----|----|--------|----|------|--|

| Classification | Labor Grade | 8/2/73 | Increase 8-3-73 | Increase 8-1-74 | Increase 8-1-75 |
|--|----------------|------------------------------|--|--|---|
| Baker I Cook I Food Aide I Grill Attendant I Salad Maker I | 1 | 2.52 to 2.71 | 2.85 2.85 2.85 2.85 2.85 2.85 | .21 3.06 .21 3.06 .21 3.06 .21 3.06 .21 3.06 .21 3.06 | .15 3.2 .15 3.2 .15 3.2 .15 3.2 .15 3.2 |
| Grill Attendant II Salad Maker II | 2 | 2.66 to 2.82 | 2.95 2.95 | .21 3.16 .21 3.16 | .16 3.33 .16 3.33 |
| Food Aide II Grill Attendant III | 3 | 2.73 to 3.03 | 3.15 3.15 | .22 3.37 .22 3.37 | .17 3.54 .17 3.54 |
| Custodian I | 4 | 3.12 3.22 3.32 3.52 | | .36 3.72 .34 3.75 .39 3.80 .20 3.92 | .40 4.12 .37 4.12 .32 4.12 .20 4.12 |

| | Labor | 8/2/73 | Increase | Increase | Increase |
|--------------------------------|--------|--------|---|-----------|-----------|
| Classification | Grade | 1 | 8-3-73 | 8-1-74 | 8-1-75 |
| Custodian I | 4 | 3.53 | .19 3.72 | .20 3.92 | .20 4.12 |
| Grounds I | 4 | 3.12 | .24 3.36 | 3.36 3.72 | .40 4.12 |
| | 4 | 3.22 | .19 3.41 | .34 3.75 | 3.37 4.12 |
| | 4 | 3.52 | .20 3.72 | .20 3.92 | .20 4.12 |
| Head Salad Maker | 4 | 3.41 | .20 3.61 | .25 3.86 | .26 4.12 |
| Mail Clerk | 4 | 3.12 | .24 3.36 | .36 3.72 | .40 4.12 |
| 1 | 4 | 3.32 | .19 3.51 | .29 3.80 | .32 4.12 |
| Sanitation Technician - Food S | erv. 4 | 3.22 | .19 3.41 | .34 3.75 | .37 4.12 |
| 1 | 4 | 3.52 | .20 3.72 | .20 3.92 | .20 4.12 |
| | 4 | 3.53 | .19 3.72 | .20 3.92 | .20 4.12 |
| Stockman - Food Service | 4 | 3.31 | .19 3.50 | .30 3.80 | .32 4.12 |
| Stores Clerk | 4 | 3,22 | .19 3.41 | .34 3.75 | .37 4.12 |
| Baker II | 5 | 3,26 | ,19 3,42 | .39 3.84 | .43 4.27 |
| Cook II | 5 | 3,20 | .22 3.42 | 42 3.84 | .43 4.27 |
| COOK II | 5 | 3,26 | ,16 3,42 | .42 3.84 | .43 4.27 |
| | 5 | 3.67 | .19 3.86 | .21 4.07 | .20 4.27 |
| Custodian II | 5 | 3,52 | .24 3.76 | 26 4.02 | .25 4.27 |
| | | 3,53 | .23 3.76 | 26 4.02 | .25 4.27 |
| | 5 5 5 | 3.54 | .22 3.76 | 1.26 4.02 | .25 4.27 |
| | | 3.54 | 22 3.76 21 3.76 | 1.26 4.02 | |
| Grounds II | 6 | 3:72 | $\begin{array}{c} 24 & 3.96 \\ 19 & 4.21 \end{array}$ | :23 4:44 | :22 4:66 |
| Shipping & Receiving Clerk II | 6 1 | 3.95 | .21 4.16 | 1.25 4.41 | .25 4,66 |

| Classification | Labor Grade | 8/2/73 | Increase 8-3-73 | Increase 8-1-74 | Increase 8-1-75 |
|---|-----------------------|--|--|--|--|
| Head Baker Head Cook | 6 | 3.79 3.79 | .22 4.01 .22 4.01 | .32 4.33 .22 4.33 | .33 4.66 .33 4.66 |
| Head Custodian "B" | 7 | 3.81 3.86 3.96 3.97 4.00 4.12 | .23 4.04 .23 4.09 .23 4.19 .22 4.19 .22 4.22 .22 4.34 | $\begin{array}{cccccccccccccccccccccccccccccccccccc$ | .38 4.79 .36 4.79 .30 4.79 .30 4.79 .28 4.79 .21 4.79 |
| Senior Groundsman Head Custodian "A" Housing Repairman Leaders | 8 8 8 8 9 | 4.08 4.27 4.18 4.67 | 4.34 .24 4.34 .22 4.49 .28 4.46 .27 4.94 | .32 4.66 .31 4.65 .25 4.74 .26 4.72 .55 5.49 | .31 4.97 .32 4.97 .23 4.97 .25 4.97 .58 6.07 |
| | | 4.99 5.18 5.20 | ,28 5,27 ,30 5,48 ,30 5,50 | .40 5.67 .31 5,79 .30 5,80 | .40 6.07 .28 6.07 .27 6.07 |
| Master Trades | 10 | 4.95 5.00 5.04 5.05 5.14 5.16 5.49 | .45 5.40 .40 5.40 .36 5.40 .35 5.40 .26 5.40 .24 5.40 .21 5.70 | .40 5.80 .40 5.80 .40 5.80 .40 5.80 .40 5.80 .40 5.80 .40 5.80 .25 5.95 | $\begin{array}{cccc} .40 & 6.20 \\ .40 & 6.20 \\ .40 & 6.20 \\ .40 & 6.20 \\ .40 & 6.20 \\ .40 & 6.20 \\ .25 & 6.20 \end{array}$ |

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