

June 30, 1974

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Oakland Univ.

Agreement Between

OAKLAND UNIVERSITY

And The

CLERICAL-TECHNICAL ASSOCIATION

of

OAKLAND UNIVERSITY

1973 - 1974



*Employment Relations
Dept.
Oakland University
Rochester, Mich. 48063*

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DEFINITIONS

As used in this agreement and except as its context may otherwise require:

- (a) "University" means Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan.
- (b) "Association" means the Oakland University Clerical-Technical Association.
- (c) "Employee" means an individual covered by paragraph 2.01.
- (d) "Unit" or "bargaining unit" means the employees, collective covered by paragraph 2.01.
- (e) "Day" means a twenty-four hour period beginning at 12:01 a.m.
- (f) "Week" means a seven day period beginning at 12:01 a.m., Monday.
- (g) The masculine, feminine and neuter import one another.
- (h) "Regular part-time" as used in paragraph 2.01 describes an employee who works a minimum of one-half of the normal work week on a permanent basis.
- (i) "Seniority" as used in this Agreement means the length of continuous service within the Bargaining Unit or employee classification covered by this Agreement after the successful completion of the probationary period.
- (j) "Length of Service" as used in this Agreement means length of continuous service at the University regardless of employee classification or Bargaining Unit affiliation.

1. RIGHTS CLAUSE

The University and the Association agree that there shall be no discrimination against any employee or against any applicant for employment by reason of age, race, creed, color, sex, religion, or national origin.

2. AGREEMENT SCOPE

2.01 Employees Covered. This agreement applies to every full time and regular part-time clerical-technical employee, including all clerks, typists, stenographers, secretaries, library assistants, lab assistants, and technicians, electronic and scientific technicians, instrument makers, experimental machinists and non-service staff in the food service area as certified by the Michigan Employment Relations Commission in Case R70 J-365.

2.02 Persons Not Covered. This agreement does not apply to any person employed by the University as a temporary employee, supervisor, confidential employee or to any other employee.

3. ASSOCIATION STATUS

3.01 Recognition. Pursuant to and in accordance with all the applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, the University does hereby recognize the Association as exclusive collective bargaining representative of the unit described in paragraph 2.01. However, any individual employee or group of employees has the right to present a problem to the University and have it adjusted without the Association's intervention, so long as the

adjustment is not inconsistent with this Agreement, and the Association has been given an opportunity to be present at such adjustment.

The University will present this opportunity in writing, to the Association.

3.02 Association Membership. All employees covered in paragraph 2.01 shall be required, as a condition of continued employment, to become members of the Association or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership, within 30 days of the effective date of this contract.

3.021 Association Membership: Failure to Join or Retain Membership. The Association will notify the University of the failure of any payment of dues or initiation fees required under paragraph 3.02 within 30 days after such default occurs. The University will notify each employee who has failed to make the required payments. If an affected employee does not within ten (10) days after receiving such notice make the required tender, or establish to the University's satisfaction that he is not required to make it, the University will meet with an Association representative and the employee to discuss a resolution of the matter. In the event the matter cannot be resolved, the University will be so advised by the Association and will discharge him. Association will indemnify the University against any liability University may incur by reason of any discharge pursuant to this paragraph.

- 3.022 Association Membership: List of Unit. The University will send to the Association within fifteen days after the execution of this agreement a list stating the name of each employee then in the unit.
- 3.023 Association Membership: Amount of Periodic Dues. Within fifteen days after receiving the list required by paragraph 3.022, the Association will (a) notify the University of the names of the members of the unit who are members of the Association and (b) certify on a copy of said list the initiation fee, if any, payable by any Association member named on it and the periodic professional dues payable thereafter by each Association member named on said list. The University will make deductions (under the terms of paragraph 3.024) in amounts set forth on said certified list until further notice from the Association.
- 3.024 Association Membership: Dues Deduction. Within thirty days after receiving the list required by paragraph 3.022 and once monthly thereafter during the term of this agreement, the University will, for each employee named on such lists who (a) has on the last payroll date of the month involved sufficient compensation due him from the University and (b) has on a form shown in Appendix A duly authorized it to do so, deduct from such employee's compensation and remit to the Association an amount equal to the initiation fee, if any, and periodic dues so listed as payable to the Association for his account. The University will have no obligation to deduct or remit the dues payable for the account of any employee whose withholding authorization reaches the payroll department after the tenth of the month or who does not

have sufficient compensation due him on the last payroll date of any month to pay his account with the Association.

- 3.025 Association Business: Pay for Association Representation. Representatives will be permitted reasonable time off to function in: (a) bargaining process, (b) grievance procedure when required as set forth in paragraphs 11.01 through 11.04 and to investigate grievances in their area of responsibility,

Before taking such time off the representative will notify his supervisor that it is necessary to leave work for such activity. The representative must report back to his supervisor upon the completion of such activity. Pay for such time shall be at the employee's regular rate of pay for all time consumed during the regular work day. No time shall be paid for those hours consumed in such activities outside of regular work hours.

4. EMPLOYEE STATUS

- 4.01 Probationary Period. An employee will be on probation until he has worked six consecutive months in a position covered by this agreement, following his initial employment by the University or his employment after loss of seniority, as the case may be. This probationary period shall not include any unpaid leave as described in paragraphs 9.01 and 9.011. During this time he will be subject to termination at the University's sole discretion and will have no rights under paragraph 11 with respect to such termination,

- 4.02 Discharge Basis. Except as stated in paragraph 4.01, the University will discharge an employee only for just cause. As illustration only, and

not as enumeration or limitation, "just cause" includes, among other things, each of the causes referred to in paragraphs 4.0211 and 4.0212. Except in a discharge under paragraph 4.01, University will state the reason for a discharge to the employee in writing and will send the Association a copy of such statement. Should the Association or employee consider the discharge improper, the problem may be entered into the Problem Adjustment Procedure at the third step (paragraph 11.023).

4.021 Discharge: Types. For the sole purpose of determining the amount of any discharge notice under paragraph 4.022 discharge will be either "disciplinary" or "misconduct".

4.0211 Discharge: Types: Disciplinary Discharge. For example only, and not as enumeration or limitation, discharge for any of these reasons will be considered a disciplinary discharge: (a) repeated unexcused tardiness or absence; (b) insubordination; (c) failure to do assigned work; (d) leaving work without prior express permission.

4.0212 Discharge: Types: Misconduct Discharge. For example only, and not as enumeration or limitation, discharge for any of these reasons shall be deemed as a misconduct discharge; (a) reporting for work with any discernible evidence of having partaken of any intoxicant or non-prescribed narcotic; (b) partaking, during work time, of any intoxicant or non-prescribed narcotic; (c) dishonesty; (d) moral turpitude; (e) any conduct which could be punished as a felony under the law; (f) violation of paragraph 10.01.

- 4.022 Discipline & Disciplinary Discharge; Procedure: In disciplining an employee the University will (a) give the employee an oral warning and advise him of the basis for the discipline; (b) on the second occasion requiring discipline, the University will give the employee a written warning and advise him of the basis for the discipline; and (c) on the third occasion requiring discipline, the University may discharge an employee. In the event of a discharge pursuant to this paragraph, the University will give the employee either two weeks advance notice of his discharge or pay to the extent that such notice is less than two weeks.
- 4.023 Misconduct Discharge Procedure. In a misconduct discharge of a member of the bargaining unit, the University may discharge the employee immediately without prior warning after calling an officer or designated representative of the Association to the area and having that person present as an observer at the time of the discharge under this section.
- 4.03 Seniority: Types & Definitions. There will be two types of seniority: (a) Unit; (b) Department. Unit seniority means length of continuous employment with the University in the Bargaining Unit, from the employee's initial employment by University in the Bargaining Unit or his employment in the Bargaining Unit after loss of his seniority. Department seniority means Unit seniority accrued in a particular department.
- 4.031 Seniority: Acquisition. An employee will acquire Unit seniority after completing his probationary period, and his Unit seniority

will then date from the start of his satisfactorily completed probationary period. Employees starting work on the same day will have equal Unit seniority. Full-time employees with the same date of seniority as a regular part-time employee will be deemed to have greater seniority.

- 4.032 Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 4.034, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any leave for military service preceding any voluntary extension of such service so long as he complies with the conditions of such leave and has a statutory right to reemployment; (d) for the duration of any absence granted for illness or disability with pay, so long as he complies with the conditions of such leave. An employee will accrue department seniority in only one department at a time and only while assigned to a department on other than a temporary basis.
- 4.033 Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 4.034, will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in paragraph 4.032, so long as he complies with the conditions of such leave; (b) for ninety days on promotion or assignment to a position not covered by this agreement; (c) up to one year on layoff.
- 4.034 Seniority: Loss. The Association shall be advised in writing by the University of loss

of seniority and reemployment rights of any member of the Bargaining Unit by the 15th of each month. Negative reports will also be provided by the 15th of each month.

- 4.035 Seniority: Application. Seniority will apply separately in each department to (a) layoff, (b) recall, (c) vacation time preference and (d) shift preference.
- 4.036 Seniority: Layoff & Recall. The University will layoff employees in inverse department seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work in such department. An employee so laid off may, subject to his ability to satisfactorily perform the work available in another department, exercise any unit seniority he may have in another department to displace any junior employee in that department. This exercise of seniority over junior employees within other departments will not be available for employees hired for specific periods of time and who seek to extend their employment by this process. The University will recall laid-off employees in department seniority order.
- 4.037 Seniority: Layoff & Recall: Procedure. University will recall an employee from layoff by certified mail or telegraphic notice to the employee's address as shown on his Application For Employment, or as shown on any subsequent written notice he may have filed with the University. This notice will specify a date and time for the employee to return to work. The employee will, by letter certified or telegram filed within five days from such notice's receipt, notify the University that he accepts such recall. The

University will not be held responsible for misdirected notices of recall due to the failure of an employee to report changes in address to the University during the course of his employment or during layoff periods. If he fails to respond to the recall notice, his seniority and reemployment rights will terminate and he will be deemed to have resigned. If he so accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority and reemployment rights will terminate and he will be deemed to have resigned.

4.038 Seniority: Job Security. An employee whose position is being abolished, whether through his supervisor's resignation or reassignment, or through a University reorganization, shall if possible be reassigned to a comparable position within the University. If this is not possible he shall be laid off and the procedures delineated in paragraphs 4.036 and 4.037 will be effected.

4.04 Employee Records. Employees may inspect the contents of their personnel file during the University's normal business hours upon the filing of a written request for the inspection of said file at least five days prior to the date on which the inspection is to take place. The University will provide each employee a copy of any document affecting his work status, employee status or economic status which is placed in his personnel file.

5. WORK TIME: WORK OBLIGATION: TIME

5.01 General. The work week consists of five (5) eight (8) hour days which shall commence at 8 a.m. and extend to 5 p.m. with one hour

allowed for lunch. Hours worked in excess of 40 hours per work week shall be compensated at time and one-half the regular compensation rate of the employee and any time worked on a sixth day in any one week shall likewise be compensated at time and one-half of the regular compensation rate except as modified by paragraph 6.033.

Department heads and Supervisors will authorize rest periods not to exceed fifteen (15) minutes during each half day of work. Rest periods should be taken at a time and in a manner which 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 and not to be used to cover an employee's late arrival or early departure. Rest periods are not accumulative.

Employees working in departments where work days and work weeks differ from the above stated shall continue to work such hours and receive the same compensation rate, whether regular or premium, as was paid during that period, nothing hereinabove to the contrary notwithstanding.

5.02 Work Obligation: Employee: General. Unless an employee has a reasonable and valid excuse, he will work his scheduled work day or work week. Overtime and time outside of his scheduled work day or work week shall be worked providing a 24-hour advance notice is given to the employee. Hours worked in excess of 48 per week will be on a voluntary basis.

A reasonable and valid excuse may be, but is not limited to: (a) medical or dental appointment, (b) illness of employee or member of employee's immediate family, (c) a previous personal commitment of a significant and long standing character.

5.021 Work Obligation: University: Overtime Work.
University has no obligation to assign overtime work to any employee; but, to the extent it elects to assign overtime work to any employee, will endeavor to distribute such work equally, on an annual basis, among employees in the same job description or classification within a college, school or division. Refused overtime will be considered as overtime worked in determining equality of distribution.

6. MONETARY BENEFITS: PAY FOR TIME WORKED

- 6.01 Pay Basis. Except as otherwise expressly stated in this agreement, an employee will be paid only for time actually worked.
- 6.02 Regular Compensation Rate. An employee's regular hourly compensation rate is one-fortieth his weekly compensation rate and this rate will apply to all work time constituting his normal work day or work week except as expressly abridged by paragraphs 5.01, 6.033 and 6.034.
- 6.03 Premium Compensation Rate: Overtime Work
An employee's compensation rate for work required by the University exceeding the normal work week will be one-and-one-half times his regular compensation rate.
- 6.031 Premium Compensation Rate: Limitation.
Except as otherwise required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate him.
- 6.032 Compensation Computation: Overtime Work.
Compensation for approved overtime work will be computed in segments of one-tenth hour to the nearest tenth hour.

- 6.033 Premium Compensation: Accrual of Compensatory Time Off. All work time performed in excess of 40 hours per week will be compensated at the rate of time and one half unless both the employee and employer mutually agree to the use of compensatory time under the provisions of the prevailing Department of Labor statutes and guidelines.
- 6.034 Premium Compensation: Consumption of Accrued Compensatory Time Off. Accrued compensatory time will be executed in the following manner: (a) compensatory time will be used prior to the end of the work week in which it was earned on a one hour of work to one hour of compensation time basis; or (b) compensatory time will be used prior to the end of the pay period in which it was earned but after the work week in which it was earned on a one hour of work to one-and-one-half hours of compensation time basis; or (c) if (a) and (b) are not observed, accrued compensatory time will be compensated in accordance with Paragraph 6.03 on the pay date ending the pay period in which the compensatory time was earned.
- 6.04 Compensation Payment. Compensation payable under this agreement will be subject to payroll deductions required or authorized by law.

6.05

COMPENSATION SCHEDULE EFFECTIVE JULY 1, 1973 THROUGH JUNE 30, 1974

<u>Classification</u>	<u>Minimum Salary</u>	<u>Increase For 1973</u>	<u>Maximum Salary</u>
S-10	5069	*	6158
S-11	5325		6360
S-12	5559		6877
S-13	6071		7686
S-14	6326		7956
S-15	6710		9034
S-16	7412		9776
S-17	8073		10472
S-18	8648		11416
S-19	9276		12079
S-20	9862		12697
S-21	10544		13753

* All current Clerical-Technical employees as of August 2, 1973, will receive a 6.5% increase in their present salaries retroactive to July 1, 1973. The minimum and maximum for 1973-74 are 6.5% greater than the minimum and maximum effective for 1972-73.

6.051 Display of Job Titles by Classification.

- S-10 Clerk, Laboratory Aide.
- S-11 Clerk Typist, Clerk Stenographer, Accounting Clerk.
- S-12 Senior Clerk, Library Assistant, Key punch Operator, Housing and Maintenance Clerk.
- S-13 Departmental Secretary, Auto Typist, Senior Accounting Clerk, Desk Manager, Senior Clerk Typist, Senior Admissions Clerk, Intermediate Library Assistant, Records Assistant, Assistant Recorder, Registration Assistant, Telephone Operators.
- S-14 Principal Clerk, Senior Key punch Operator, Machine Operator, Teller.
- S-15 Senior Departmental Secretary, Office Assistant, Reproduction Machine Operator, Senior Library Assistant, Program Advisor-Education, Mail Room Supervisor, Gift Shop Manager, Circulation Desk Supervisor.
- S-16 Admissions Assistant, Bookstore Assistant, Executive Secretary, Records Assistant, Housing Office Assistant, Registration Assistant, Reproduction Center Supervisor, Junior Computer Operator, Research Technician, Laboratory Technician, Administrative Assistant, Office Assistant.
- S-17 Computer Operator, Senior Research Technician.
- S-18 Administrative Secretary, Purchasing Office Assistant, Accounting Assistant, Computer Operations Assistant.

S-19 Senior Computer Operator, Senior Accounting Assistant.

S-20 Research Assistant.

S-21 Electronic Technician, Instrument Maker, Experimental Machinist.

The above represents a display of current job titles with their corresponding grades. This display is subject to alteration as new classifications are developed and old classification are deleted.

6,052 Promotions and Reclassifications: Salary Increases. An employee who is promoted or reclassified to a higher job classification shall receive no less than the minimum salary assigned to that classification in paragraph 6,05 of this Agreement. In the event that an employee was receiving a salary greater than that required hereunder prior to the time of the employee's promotion to the higher job classification, the University shall increase that employee's salary in an amount to be determined by Oakland, but in no event shall an increase granted by Oakland raise the employee's salary to a level greater than the maximum salary level established for that classification to which the employee is reclassified or promoted.

6,053 Bargaining Unit Work. Bargaining Unit members shall have the right to perform those duties normally associated with the job classifications set forth in paragraph 6,051 and the positions covered by this Agreement as set forth in paragraph 2.01. Provided, however, that any person may perform the work of any employee so long as the performance of such work does not eliminate any employee's job or is not done on a regularly scheduled basis.

7. UNIVERSITY BENEFITS

7.01 Education: Oakland University Credit Courses.

All full-time Clerical-Technical Staff members may enroll in one career related course at the University in any semester during normal working hours, provided they have permission from their department head (chairman) and their administrative head (dean).

Upon the successful completion of approved job related courses, an employee will receive a full reimbursement of the tuition paid from his or her department.

7.011 Education: Continuing Education Courses.

All full-time Clerical-Technical Staff members may enroll for any course offered by the Division of Continuing Education and receive a 50% discount on tuition, except for those courses listed as "no tuition discount" courses.

Upon the successful completion of approved (see par. 7.01) job related courses an employee will receive a full reimbursement of paid tuition from his or her department.

7.02 Vacations.

Length of Service

Vacation Hours Earned

6 months

Upon completion of probationary period 52 hours will be credited to employee.

6 months to 4.5 years

4 hours per bi-weekly pay period.

- 4.5 years to 9.5 years 5 hours per bi-weekly pay period except the first bi-weekly pay period each year which shall accrue at the rate of 11 hours.
- 9.5 years to 14.5 years 6 hours per bi-weekly pay period except the first bi-weekly pay period each year which shall accrue at the rate of 2 hours.
- 14.5 years & over 7 hours per bi-weekly pay period except the first bi-weekly pay period each year which shall accrue at the rate of 9 hours.

Vacations may be accumulated up to a maximum accumulation of eighteen months. An employee's vacation pay will be based on his regular, normal workweek. If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his supervisor.

An 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 and 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.

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.

A regular part-time employee will be entitled to vacation benefits proportionate to the time actually employed.

7.021 Vacations: Scheduling. An employee may use his accumulated vacation leave at any time during the calendar year. Said vacation to be scheduled as follows:

(a) An employee may request in writing a vacation period 60 days prior to the time that vacation period is to commence. In the event that an employee makes such a request, the University shall have 30 days to either grant or deny the employee's requested vacation period. If the University does not act to either grant or deny the vacation period within 30 days from the date it received the request, the employee shall be entitled to take his vacation on the date requested. If the University denies the employee his requested vacation period, the employee may then reapply for the scheduling of another vacation period.

(b) Employees who request vacation periods with less than 60 days notice to the University will take their vacation periods at a time mutually agreed upon by the employee and the University.

7.03 Personal Leave Days. Two days per year to be taken in not less than two hour decrements. The two days will be based upon the following schedule of employment:

<u>If Hired</u>	<u>Number of Hours Granted</u>
July through December	16 hours

January through March	8 hours
April through May	4 hours
June	0 hours

Personal leave time may not be carried from one fiscal year to the next.

The employee shall obtain the approval of his supervisor prior to being absent for all, or any part of the two personal leave days.

7.031 Additional Leave Days. It is agreed that three (3) additional personal leave days will be granted under the term of this Agreement to be used during the period between Christmas and New Year's providing that those employees whose presence is necessary for the safe and efficient operation of the University during the period between Christmas and New Year's shall be granted three other personal leave days to be taken at the time of the employee's choice with the approval of his or her department during the course of the contract term.

7.04 Holidays. The following days will be observed as paid holidays: Thanksgiving Day; the day following Thanksgiving Day; December 24 and 25; December 31; January 1; Memorial Day; Fourth of July and Labor Day.

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

shall be observed as the designated holiday, except for the day before Christmas and the day before New Year's which shall be considered separately each year.

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. 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.

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.

Regular part-time employees will be entitled to holiday benefits proportionate to the time actually employed.

7.05 Sick Days. All full-time employees will be entitled to paid sick days earned at the rate of 1/2 day every two (2) weeks. A regular part-time employee will be entitled to paid sick days proportionate to the time actually worked. The maximum accumulation will be a total of 130 sick days. Sick days will be authorized for the following reasons:

(a) 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.

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.

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.

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.

7.06 Longevity Pay. All full-time regular employees will be eligible to receive longevity payments after the completion of six (6) years of seniority by October 1 of any year.

On December 1 following eligibility the longevity payment will be payable and each subsequent December 1 thereafter in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Longevity Pay</u>
6 or more & less than 10 yrs.	2% of ann. base salary
10 or more & less than 14 yrs.	3% of ann. base salary
14 or more & less than 18 yrs.	4% of ann. base salary
18 or more & less than 22 yrs.	5% of ann. base salary
22 or more & less than 26 yrs.	6% of ann. base salary
26 or more	8% of ann. base salary

Longevity pay shall be computed on the base salary paid during the first regularly scheduled pay period of the calendar year in which longevity pay is due excluding all premium pay. No longevity payment as shown in the above schedule shall be paid for that portion of an employee's regular base salary which is in excess of \$6,000.

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

A seniority year, for the purposes of this paragraph, shall mean a continuous year of full time employment for which no more than 90 days of continuous unpaid leave was granted to the employee.

- 7.07 Funeral Attendance. In the event of a death in an employee's immediate family, the employee will be excused from work with no loss of sick leave or pay from the day of death until the day following the funeral, provided the period does not exceed three days.

The immediate family is defined as: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, and half sister.

The day of the funeral is allowed as an excused absence from work in the case of death of an uncle, aunt, nephew, or niece.

- 7.08 Jury Duty. An employee serving on jury duty will be paid the difference between his compensation for jury duty and his regular University compensation.

- 7.09 Military Leave.

Extended Service.

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

Short Tours of Duty.

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) days' leave of absence during a fiscal year. The employer will pay the difference between the employee's military pay and regular pay if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

- 7.10 Statement of Accrued Time. A statement will be given to each employee with the last pay check in March and September which statement shall state the amount of accumulated vacation, personal leave and sick time accrued by each employee as of the end of the prior month.
- 7.11 Retirement Benefits. The University 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 full-time bargaining unit members effective September 1, 1973.
 - (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, 1973, may elect to remain subject to the Non-Con formula (See Section 3 (a) 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, 1973, shall have a pension from the Non-Con program frozen 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, 1973, by his service credits and then adding 10%.

3. The maximum pension frozen shall be \$3,000.00.

4. An employee who was employed June 30, 1973 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 arrangement with the Payroll Office 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 contributions by the employee is required. After that date premiums for hospitalization insurance, if any, will be deducted from the employee's pension check.

8. INSURANCE BENEFITS

8.01 Hospitalization Program. The University will provide a comprehensive hospital-medical plan with the following benefits:

1. 365 days at prevailing Semi-Private Room & Board Rate
2. Unlimited additional Hospital Benefits
3. Unlimited Out-patient Accident Emergency Care
4. Medical In-hospital Benefits -- 365 days @ \$6.00 per day
5. Unlimited Diagnostic Benefits
6. Unlimited Supplementary Accident Benefits

7. Surgical Fee Schedule--\$1,200.00
8. Radiation Therapy--\$600.00
9. Prescription Drug Rider--\$1.00 deductible

This plan will be offered to full-time members of the bargaining unit at the following cost per month: (a) single subscriber, no cost; (b) two party contract, \$4.15; and (c) full family contract, \$8.28.

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

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

- 8.03 Life Insurance. The University shall provide 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 it shall be raised to the next higher multiple of \$1,000. The University will pay the entire cost of this premium.

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

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

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

8.04 Group Travel Accident Insurance. The University shall continue in force for the duration of this contract its present or a comparable group travel accident insurance plan. This coverage is applicable while traveling on official University business. The University shall contribute the entire premium for full-time staff members.

8.05 Long Term Disability Insurance. The University shall provide for all full-time members of the bargaining unit, a long-term disability insurance plan through the TIAA providing the following benefits:

(1) A Monthly Income Benefit after six months of total disability not to exceed \$1,500 per month.

(2) A Monthly Income Benefit and a Monthly Waiver of Premium Benefit.

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

9. UNPAID TIME OFF

9.01 Personal Leave: Basis & Amount. An employee who has completed his probationary period may, subject to the University's judgement as to whether its operations permit, be granted an unpaid leave of absence except for maternity leaves. Maternity leaves for seniority employees will be granted commencing at the discretion of the employee's physician. Other unpaid leaves may be granted for illness and disability, illness or disability of a member of the employee's family, temporary termination

of work, or an extended trip. Such leaves will not normally exceed ninety days except for a maternity leave which shall be for a seven month period, or unless an extension is mutually agreed upon by the employee and the University. At the time of the request for such leave the determination shall be made by the Department Head that:

(a) The employee's position will be held open for him unless an additional request beyond the limitation is sought;

(b) the same position cannot be held open but another job within the employee's abilities/capabilities will be available in the department;

(c) the position cannot be held open but the employee will have the first interview opportunity for any opening for which he is qualified until such time as the employee has turned down two job offers. At this time the University's obligation to place the employee ends and the employee will be terminated without prejudice.

In cases of a leave granted for illness or disability a physical examination will be required before the employee returns to work.

9.011 Personal Leave: Limitation. An employee who (a) obtains a leave under paragraph 9.01 by deceit or false pretense, or (b) during such leave or any extension of it, engages in any other employment or any contract work (other than required military service) without University approval, or (c) without a reasonable and valid excuse and proven diligent effort to notify University in advance, fails to report for work on expiration of such leave or any extension of it, will be deemed to have resigned.

- 9.012 Personal Leave: Seniority. Upon the approval of a personal leave, in accordance with paragraph 9.01, an employee's seniority will cease to accumulate as of the date of the leave. Upon return from an approved leave of absence the employee's seniority will be reinstated and commence accruing as of the date of return.
- 9.013 Personal Leave: Sick Days, Vacation Days & Personal Leave Time. An employee granted a personal leave in accordance with paragraph 9.01 will retain all accumulated sick days, vacation days and personal leave time accrued as of the date of the leave while on an approved leave. Personal leave time will not be retained beyond June 30 of each year. If an employee wishes to utilize any of these accumulated benefit days while on leave, permission will be granted in accordance with the provisions of paragraph 7.02, 7.03 or 7.05.
- 9.02 Personal Leave: Returning After a Leave of Absence. An employee who returns from an approved leave of absence or an approved extension of the leave, shall return to work based on the following alternatives:
- (a) the determination has been made at the time of request for leave that the employee's position shall be kept open for him and the employee shall report back on expiration of the leave date unless another date has been mutually agreed upon with the Department Head;
 - (b) the determination has been made at the time of request that the position cannot be held open but a position within the department will be available and the employee shall report to his department on expiration of the leave date unless another date has been mutually agreed upon with the Department Head;

(c) the determination has been made at the time of the request that the position cannot be held open and the employee will have the first interview opportunities for any opening for which he is qualified. Under these circumstances the employee must contact the Personnel Office one week prior to the expiration date of the leave to have the opportunity to be a candidate for current or future open positions. If the employee refuses two positions offered to him at the same level of salary he received before his leave, the University's obligation will have been satisfied and the employee notified of this discharge of University responsibility. The employee will terminate and considered a new applicant for subsequent open positions. If the employee has been extended a leave for a period in excess of six (6) months, he shall not be given preference for a position over a transferee. No bumping of another Clerical-Technical employee shall be allowed by a person returning from approved leave of absence. The rate of the employee's salary shall be reestablished at the end of his leave of absence: however, employee shall not automatically receive increases given to O.U. employees during that employee's leave.

10. WORK OR BUSINESS INTERRUPTION

10.01 Strike, Etc. The Association agrees that during the life of this Agreement, or any extensions, neither the Association, 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 University agrees during the same period that there will be no lockouts, except during a strike.

10.02 Disciplinary Action. 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 University shall have the right, at its discretion, to discipline or discharge such employees or groups of employees. However, it is understood and agreed that question as to whether an employee's conduct is such as is described by this section may be processed under the grievance procedure, provided a written grievance is presented to the Personnel Office within ten (10) calendar days after the date upon which the employee was discharged or disciplined, or the return to work of other bargaining unit employees, whichever occurs last.

11. PROBLEM ADJUSTMENT

11.01 Scope. Except as stated in paragraph 11.03 every problem the Association or any employee(s) may have with the University (whether arising from a problem which is defined as a misapplication or misinterpretation of this agreement) will be adjusted as stated in paragraphs 11.02 through 11.025.

11.02 Procedure & Time Limits: Initiation. Either an employee, a group of employees, or the Association may initiate a problem by serving oral notice of it to the employee's immediate supervisor within five working days after occurrence of the facts on which it is based. All discussions shall be kept confidential during the procedural stages of this process in the absence of an agreement to the contrary between parties.

11.021 Procedure and Time Limits: Step One. If the problem is not resolved within three working days after submission in accordance with paragraph 11.02, the problem will be reduced to writing stating concisely the facts on which the problem is based, the paragraph(s) allegedly violated and the relief sought. This written problem may then be submitted to the immediate supervisor within ten working days from the occurrence of the facts on which it is based for the reconsideration of the immediate supervisor. If no such written notice is given by the grieving employee(s) within the ten day time limit, then the problem shall be considered barred. The supervisor has a five day time limit to reply in writing to the aggrieved employee. If no such written notice is given within five days from receipt of written problem then the problem may be carried to step Two or Three as the case may be.

11.022 Procedure and Time Limits: Step Two. If the problem is not resolved satisfactorily, the written problem may be submitted to the Department or Administrative Head within three working days after receipt of the supervisor's reply under Step One (paragraph 11.021) for discussion and adjustment. This discussion, unless extended by written agreement for a specified period, will be completed within five working days. In the event the immediate supervisor and the Department or Administrative Head are the same individual this step may be omitted.

11.023 Procedure and Time Limits: Step Three. If the problem is not resolved satisfactorily within five working days, the Association may submit the written problem for discussion and adjustment to the University's representative within five working

days from the date of the decision reached under the procedure outlined in Step Two (paragraph 11.022). The Association and University representatives will conclude their discussions within seven working days from the termination of Step Two unless extended by written consent.

11.024 Procedures and Time Limits: Arbitration.

In the event the problem is not adjusted in the time specified in Step Three above, the dispute shall be submitted to an impartial arbitrator within ten (10) working days unless a longer time is agreed to by the parties. If the Association does not notify the University within the time specified of its intention to arbitrate, the problem shall be considered dropped and no further action can be taken by either party.

(a) The arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding upon each of the parties.

(c) Compensation and proper expenses of the arbitrator shall be agreed upon between him and the parties before the arbitration and each of the parties shall be responsible for and pay to him one-half of such compensation and expenses.

11.025 Procedures and Time Limits: Exclusions and Limitations. The arbitrator will have no authority to: (a) add to, subtract from or in any way modify this agreement; (b) substitute his/her discretion or judgment for the University's discretion or judgment with respect to any matter

this agreement consigns to the University's discretion; (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this agreement; (d) formulate or add any new policy or rule, or; (e) establish or change any wage classification. Problems within the meaning of this procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this agreement, and about alleged violations of this agreement.

11.03 Construction. Nothing in paragraphs 11.01 through 11.025 will prevent informal adjustment of any problem; and the parties intend that so far as reasonably possible, every problem will be resolved between the employee and the supervisor immediately involved. Except as otherwise expressly stated the procedures established in this agreement will be the Association's exclusive remedy for a claimed violation of this agreement by the University. No employee or group of employees shall have the right to initiate an appeal procedure under paragraphs 11.023 through 11.025. In computing any time limit specified in paragraphs 11.01 through 11.025 Saturdays, Sundays and holidays will be excluded.

12. UNIVERSITY MANAGEMENT

12.01 General. University has legal responsibility and, subject only to the express and specific terms of this agreement, sole right to manage its operations, including among other things, as illustration and not as enumeration or limitation, the sole right to (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline

and discharge its employees and direct them in their work, (b) determine and schedule work and programming, acquisition, location, relocation, installation, operation, maintenance, alteration, modification, development, retirement and removal of equipment and facilities, (c) introduce any new or different process or procedure, and (d) control all University property.

University also has, as part of these rights, sole right to contract or subcontract any work which it deems may be more efficiently or better performed in such way. No such action will be subject to the problem adjustment procedure established by paragraph 11, but, if it causes or is concurrent with a consequential staff reduction, University will bargain with Association about any employee laid off or terminated in such reduction.

13. BULLETIN BOARDS

Locked bulletin boards will be made available for the Association's exclusive use in the following buildings and building complexes subject to the policy of the University regarding building alterations:

Paula and Woody Varner Hall

North and South Foundation Halls

Kresge Library

Matilda Wilson Hall

Oakland Center

Vandenberg Hall

Dodge and Hannah Halls

Material placed on the bulletin boards will be the responsibility of the Association. Any dispute regarding the appropriateness of material posted on the boards will be resolved between the Association President and the Personnel Office. The material in question will be removed until such time as the dispute is resolved.

14. POSTING OF POSITION VACANCIES

Notices of position vacancies will be provided the President of the Association in sufficient quantities to permit posting on each Association bulletin board. These notices will then be posted for five (5) working days commencing no later than the day after the President has received same. During this period of posting all interested Association members may officially express their desire for an interview in writing to the Personnel Office. The University will not fill any posted positions until each employee who has complied with the above procedure has been interviewed.

15. PARKING

University will provide adequate parking space for all bargaining unit personnel. Reasonable fees will be assessed for such parking privileges.

16. ASSOCIATION OFFICE SPACE

During the life of this agreement University will provide office space to be used exclusively by the Clerical-Technical Association at no cost to the Association.

17.

EFFECTIVE DATE

This agreement will be effective from 12:01 a.m. (prevailing Rochester time) August 15, 1973 to 12:00 midnight (prevailing Rochester time) June 30, 1974.

The parties hereto, each by its duly authorized officials and representatives, hereby accept this agreement and all terms and conditions thereof.

OAKLAND UNIVERSITY CLERICAL-TECHNICAL ASSOCIATION

Elizabeth L. Conner (President)

Esther E. Easley (Negotiator)

OAKLAND UNIVERSITY

Carl [Signature] (Director of
(Employment Relations))

Colleen Dolan (Negotiator)

APPENDIX A

CLERICAL-TECHNICAL ASSOCIATION of OAKLAND UNIVERSITY

AUTHORIZATION FOR PAYROLL DEDUCTION

I, _____ hereby request Oakland University to deduct from my earnings each month an amount sufficient to provide for regular payment of the current monthly Association dues and an initiation fee, if any, established by the Oakland University Clerical-Technical Association. These deductions shall represent my voluntary membership in the above mentioned Association _____ OR my voluntary remittance of a service charge to the Association _____ (check one). Said amounts shall be certified to Oakland University and any change in said dues shall also be certified by the Association. This authorization may be revoked by me upon 30 days written notice to Oakland University.

Signature _____ Social Security Number _____

Home Address _____ Department _____

_____ Classification _____

Date: _____

APPENDIX B

AGREEMENT TO AMEND COLLECTIVE BARGAINING AGREEMENT

WHEREAS Oakland University (hereinafter referred to as "Oakland") and the Oakland University Clerical-Technical Association (hereinafter referred to as "Association") have entered into a preliminary Collective Bargaining Agreement, and

Whereas Oakland and the Association have now agreed to all the contract language necessary to implement that preliminary Collective Bargaining Agreement, and

Whereas Oakland and the Association desire to enter into an agreement which will allow the execution of the Collective Bargaining Agreement, but additionally wish to provide for a process whereby the Collective Bargaining Agreement may be amended in certain particulars without opening any other part of said Collective Bargaining Agreement,

NOW THEREFORE, the parties agree as follows:

1. Simultaneously with the execution of this Agreement on November 28, 1973 the parties will execute the Collective Bargaining Agreement agreed upon by the parties to be effective from August 15, 1973 through June 30, 1974.
2. Following the execution of this Agreement Oakland will consult with the Association and the incumbents to obtain the information necessary for the preparation of job descriptions related to the work of the members of the bargaining unit.
3. Within 120 days of the execution of this Agreement Oakland will determine,

publish and implement, by distribution to the Association and all departments, job descriptions for work covered by the Collective Bargaining Agreement.

4. Upon publication by Oakland said job descriptions shall take immediate effect and be appended to the Collective Bargaining Agreement as Appendix C. Oakland shall simultaneously submit such contract language as is necessary to properly incorporate the said Appendix C into the Collective Bargaining Agreement. The language needed to incorporate the appendix into the Collective Bargaining Agreement shall be subject to the approval of the Association.

5. In the event that Oakland does not, within 120 days of the date of this Agreement, publish and distribute, for implementation, the said job descriptions, the Association shall have the right to draft the same and have them appended to the contract as Appendix C.

6. Within 180 days of the date of this Agreement, Oakland will present to the Association a proposal for a salary progression system (step system) based upon seniority for each job classification contained in paragraph 6.051 of the Collective Bargaining Agreement. The step system shall provide for annual salary increments between the minimum salary level and the maximum salary level set forth for each job classification. The increments provided for shall be given on the basis of increased seniority. Further, the step system shall be limited to increments within a job classification. There shall be no promotion to a higher job classification on the basis of seniority.

7. Following the presentation of the step system the Association may either approve the system or make suggestions for its modification. In the event the system is not approved, the parties will enter into negotiations for the resolution of any differences which may exist between the parties as to the contents of the system.

8. In the event that Oakland does not present its step system to the Association within 180 days of the date of this Agreement, the Association shall have the right to draft a step system and submit the same to Oakland. Oakland shall then have the right to approve the step system submitted by the Association or make suggestions for its modification. In the event the Association's step system is not approved as submitted, the parties shall enter into negotiations for the resolution of any differences which may exist between the parties as to the contents of the system.

9. Once a step system plan has been approved by both parties, it shall be incorporated into the Collective Bargaining Agreement the 30th day of June 1974 at 11:59 p.m. as an addition to paragraph 6.05. The modification shall not be effective to either increase or decrease the salary of any person working pursuant to this Collective Bargaining Agreement during the term of that Agreement.

OAKLAND UNIVERSITY

By Colleen Dolan

Date Nov. 28, 1973

CLERICAL-TECHNICAL ASSOCIATION

By Esther C. Easley

Date November 28, 1973