

6-30-75



Agreement Between

WAYNE STATE UNIVERSITY

and

LOCAL 1497 and PUBLIC EMPLOYEES  
COUNCIL No. 7 of the AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,

*Wayne State*

AFL-CIO  
Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
1973-1975



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Labor Bldg.  
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Detroit, Mi.  
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# Agreement

This Agreement is entered into between the Board of Governors of Wayne State University (hereinafter referred to as the "Employer") and Local 1497 and Public Employees Council No. 7 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

## Purpose and Intent

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

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper community service.

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.

## I. Recognition — Employees Covered

A. Pursuant to the power and authority of the Employer under the Michigan Constitution of 1963, the Employer does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of

all Employees of the Employer included in the bargaining units described below:

- 1) Laborer, Handyman, Tree Trimmer, Groundskeeper.
- 2) Building Attendant, and Senior Building Attendant.
- 3) Janitor, Matron.
- 4) Physical Education Attendant I, Physical Education Attendant II.
- 5) Vehicle Operator, and Heavy Equipment Operator.
- 6) Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader.
- 7) Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader.

B. Additional appropriate units may be added when a majority of the Employees in such units indicate in writing their willingness to join the Union.

C. Excluded from this Bargaining Unit are the following:

- 1) Administrative, Academic and Professional Employees.
- 2) Student Assistants.
- 3) Supervisory Employees.
- 4) Building Trade Employees.
- 5) However, foremen, supervisors, students, and Employees in classifications not covered by this Agreement shall not be used to displace or replace regular Employees covered by this Agreement except as substitute Employees established under the provisions of this Agreement. Student Assistants shall not act in a supervisory capacity over full-time Employees; however, they may advise and/or recommend or relay instructions.

D. 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 to undermine the Union.

E. This Agreement shall extend automatically to all Employees of the University who perform the same duties as

those Employees covered in this Agreement except those that are covered by a now existing Agreement with other Unions.

## **II. Non-discrimination**

A. The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age, marital status, or sex and to treat all Employees fairly and justly.

## **III. Union Security**

To the extent that laws of the State of Michigan permit, it is agreed that:

A. During the term of this Agreement every Employee in this Bargaining Unit may at his option elect to pay Union dues, or shall, as a condition of employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union.

B. An Employee in the Bargaining Unit who shall tender a service fee equivalent to the amount of dues uniformly required of a member and who is not more than sixty (60) days in arrears shall be deemed to meet the condition of this section.

C. Employees in the Bargaining Unit shall be required as a condition of employment to tender their service fee equivalent to the amount of dues, on or before the 10th day after the 30th day following the beginning of their employment.

D. The Employer shall be notified in writing by the Union of any Employee who is more than sixty (60) days in arrears in such payment as elected in (A) above.

E. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other

action arising from this Article or Article VI or from complying with any request for termination under this Article.

## IV. Management Rights

1) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote Employees for just cause subject, however, to the Employee's or the Union's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

2) The Union agrees that there shall be no solicitation of Union membership during working hours on the Employer's time or at the Employer's expense.

3) The Union recognizes the responsibilities imposed upon it as the exclusive Bargaining Agent of the Employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, the Employer must operate efficiently. The Union, therefore, agrees that it will cooperate with the Employer to assure a fair day's work on the part of its members.

## V. Union Rights

1) In the event of a dispute involving a job classification, the Union shall have the right to negotiate the matter. Failing to reach agreement, the Union shall have recourse to the proper step of the grievance procedure.

2) The Union will be notified by the Employer in advance of any change in present policies regarding wages, hours and working conditions. A meeting will be arranged to discuss these changes if requested. If there is disagreement with respect to proposed changes, such changes shall be deferred for three (3) days during which time the Union may appeal the matter to the Executive Vice President (Step 4, Grievance Procedure).



## VI. Collection of Union Dues or Service Fee

A. *Payment by Check-off:* Members of the Bargaining Unit shall tender their Union Dues or a Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for Service Fee check-off form.

B. *Check-off Form:* During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee check-off form, hereafter set forth, the Employer agrees to deduct Union Dues or Service Fee equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executed the form reproduced below.

C. The Employer shall not be responsible for checking-off or collecting Union Dues or Service Fees during periods of leaves of absence for which the Employee received no pay from the Employer.

D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his responsibility to pay a Service Fee.

E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Service Fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.

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

**AUTHORIZATION FOR PAYROLL DEDUCTION  
FOR UNION OR ASSOCIATION SERVICE FEE**

I hereby request Wayne State University to deduct from my earnings biweekly and to increase or decrease this amount in accordance with the dues schedule, for remittance to the Union or Association of a service fee which may be equivalent to, but not more than, the amount of dues uniformly requested of members of the Union or Association to:

9

\_\_\_\_\_  
Assignee: Union or Association Name and No.

I hereby waive all right and claim for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction and may revoke this request upon thirty (30) days written notice to the Personnel Office, Wayne State University.

Name _____		Social Security Number _____	
↓		/ /	
Home Address _____		Home Phone _____	
City _____		State _____ Zip _____	
College or Division _____		Department _____	
Classification _____		Date Hired _____	
Signature _____		Date _____	
		/ /	

**WAYNE STATE UNIVERSITY**

**Personnel Department Copy**

## VII. Stewards and Alternate Stewards

A. Employees in the following classifications may be represented by one (1) Steward on each shift in each major building who shall be a regular Employee working on one of the group classifications on that shift:

- 1) Tree Trimmer, Groundskeeper, Vehicle Operator, Heavy Equipment Operator, Laborer, and Handyman.
- 2) Building Attendant, Senior Building Attendant.
- 3) Janitor, Matron.
- 4) Physical Education Attendant I, Physical Education Attendant II.
- 5) Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader.
- 6) Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader.

B. In the absence of the Steward an alternate may be appointed by the Local President.

C. The Stewards, during their working hours and without loss of time and pay may, in their own areas of jurisdiction only, investigate and present grievances to the Employer. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to having provided their supervisor with prior notification of the purpose, location, and approximate time (if possible), to be expended on such official business and to the understanding that such time will be devoted to the expeditious handling of grievances and will not be beyond reasonable limits.

It is recognized that there may be grievances where Employees are not represented by a Building Steward and which will require that a Steward may represent Employees widely distributed over the Campus.

D. Stewards and Employees required to remain after their working hours to meet with representatives of the Employer to adjudicate grievances or disputes will be paid for such time.

## VIII. Grievance Procedure

A. Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation

of this Agreement shall be settled in the following manner:

B. In presenting a grievance, the following successive steps must be followed until the grievance is settled.

*Step 1.* Any Employee having a grievance, or one designated member of a group having a grievance after first having notified the Foreman/Supervisor of his grievance, may at his option discuss the matter directly with his Foreman/Supervisor or request that his Steward be called for the purpose of attempting to adjust the grievance.

*Step 2.* In the event the grievance is not settled orally by the Foreman/Supervisor, the Steward shall be notified without undue delay and the grievance shall be put in writing on forms supplied by the Employer and submitted to the Director of the Unit involved or his designated representative. The grievance shall be signed by the aggrieved Employee or Employees and shall set forth the nature of the grievance, adjustment sought and facts necessary to support the grievance. The Director or his designated representative shall give his written disposition on the grievance to the Steward within three (3) working days from the time of the written presentation.

*Step 3.* If the grievance is not resolved at Step 2, it shall be presented by the Union to the Personnel Director or his designated representative, who shall call a meeting within five (5) working days of receipt of the appeal. The Personnel Director and the Director of the Unit involved, or their designated representatives, not to exceed five (5) in number shall meet with the Union's representatives, not to exceed five (5) in number. The Personnel Director or his designated representative shall give his answer in writing within three (3) working days following the meeting. Any grievance not appealed from Step 3 to Step 4 within fifteen (15) calendar days following the disposition shall be considered settled.

*Step 4.* If the grievance is not resolved at Step 3, it shall be appealed to the Executive Vice President or his designated representative, who shall call a meeting within ten (10) days and he shall give a written disposition to the Union within five (5) working days after the meeting.

If the grievance is still unsettled, the Union may, within fifteen (15) calendar days after the disposition of the appeal,

request arbitration by written notice to the Employer.

C. Arbitration: Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written supplementary Agreement and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration in strict accordance with the following:

- 1) The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an Arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The University and the Union shall on alternate grievances strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.
- 2) The jurisdictional authority of the Arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him consistent with the provisions of this Agreement.
- 3) The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the 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.
- 4) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- 5) Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a

record to be made, providing it pay for the record and make a copy available to the other party and to the Arbitrator.

D. In the event the Union wishes to submit a grievance on its own initiative, on behalf of its membership, it shall reduce the grievance to writing and submit it to the Director of the appropriate department and the grievance procedure will then be operative from that Step.

E. Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.

F. By mutual agreement, extension of time limits may be granted.

G. Other disputes or differences would go immediately to Step 3 and Step 4 of the Grievance Procedure and shall not be subject to arbitration.

H. Any grievances, the results of which have unit-wide effect, begin at Executive Vice President step of the grievance procedure.

I. Time Limits:

- 1) Any grievance not presented for disposition through the grievance procedure within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of the date it is reasonable to assume that the Employee became aware of it shall not thereafter be considered a grievance under this Agreement.
- 2) Any grievance not appealed to Step 3 of the grievance procedure within ten (10) working days after an answer at Step 2 shall automatically be referred to Step 3.
- 3) Any grievance not answered by the Employer within the specified time limits may be submitted to the next Step of the grievance procedure.
- 4) If the Union provides notice to the Employer of its intent to take a grievance to arbitration but fails to do so for six (6) months, liability from the end of that six (6) months until the date of arbitration will not increase.

- 5a) Employee members of the Grievance Committee, not to exceed five (5) in number will be allowed time with pay during working hours for the purpose of investigating and settling grievances, preparing documents in connection therewith and/or conducting meetings with management to discuss wages and working conditions. Each committee member shall, in each instance, give his superior reasonable notice before absenting himself for this purpose.
- 5b) The privilege of members of the Grievance Committee and Stewards to leave their work during working hours without loss of pay is extended with the understanding that such time will only be devoted to the prompt handling of any question, complaint, dispute or alleged grievance arising under the provisions of this Agreement and that such time will not be beyond reasonable limits.
- 5c) The Union will provide the Employer with the names of the Grievance Committee.

## IX. Probation

A. An Employee is a "probationary Employee" for his first ninety (90) calendar days of employment. Periods of absence from work shall not be counted towards completion of the probationary period.

B. There shall be no seniority among probationary Employees. Upon the completion of the probationary period, the Employee will acquire seniority from his date of hire.

C. 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 no matter concerning the discipline, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedures. However, a probationary Employee shall have the right to meet with the Personnel Director and/or his designated representative with no more than two (2) representatives of the Union within five (5) working days of his notification of suspension or discharge for the purpose of determining cause for such action.

## X. Seniority

A. *Classification Seniority*: Length of time a person has served in a specific classification. This seniority will be used in determining shift preference, temporary positions of more than thirty (30) days, and classification job preference when vacancies exist. This seniority will be a major factor in consideration for promotion to Foreman.

B. *Total Seniority*: Based on total service served in regular positions of the Employer. This seniority will be used to determine fringe benefit eligibility, layoff, and promotions within the total bargaining unit provided the Employee can perform the available work.

C. A separation from service, except to serve with the Armed Forces of the United States as defined under paragraph D below or because of an illness leave, or any other negotiated leave, shall void all past seniority rights and benefits.

D. In the event a person enters military service involuntarily or voluntarily during a national emergency, he shall continue to earn seniority rights.

E. When an individual is granted an illness leave of absence, seniority rights will accrue from the time the leave is granted not to exceed one (1) year and no further accrual will be made until the individual returns to regular employment.

F. If a person serving in a supervisory capacity in a specific work area reverts to an assignment with the working crew in a work area, he shall have seniority rights reinstated on the basis of seniority earned while serving as a member of the regular working force.

G. If an Employee covered by this Agreement to be laid off has had prior satisfactory work experience in a lower classification, he may be retained in lieu of an Employee in the lower classification who has less seniority.

H. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.

I. The Employer will keep the seniority list up-to-date at all times and will provide the local Union and Council Office with up-to-date copies at least every six months.



## **XI. Seniority of Officers**

A. Officers (President, Vice President, Financial Secretary, Recording Secretary, Executive Board, three Trustees and Stewards of the Union) shall, except for promotions, job bidding, and vacation selection, exercise top seniority in their respective classifications and shifts, and in the event of a layoff, be continued at work at all times provided they can perform any of the work available.

B. For the purpose of determining the position of the seniority list, the Local Union shall submit a list of officers after each election and notify the Employer of any changes in this list.

## **XII. Reduction of the Work Force and Recall**

A. When there is a reduction in the work force, the following procedures shall be followed: Probationary Employees will be laid off on a classification basis provided the seniority Employees are able and qualified to perform the available work.

B. Seniority Employees will be laid off according to seniority in their classifications provided the greater seniority Employees are able and qualified to perform the available work.

C. In appropriate cases exceptions may be made by mutual agreement of Management, the Union, and the Employee.

D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. In emergency situations which prevent such notice, the Employee may charge lost time during the initial seven (7) calendar day period to either his vacation or illness bank. The Employer agrees to provide the Union with a list of the Employees being laid off on the same date the notices are issued to the Employees.

E. When jobs are restored after a layoff, Employees will

be recalled according to inverse order of layoff, provided they are able and qualified to perform the available work.

F. 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 five (5) working days from the date of delivery of notice of recall, he shall be considered a quit. Extension shall be granted by the Employer in appropriate cases.

### **XIII. Work Day and Work Week**

A. The standard work day shall consist of eight (8) consecutive hours with one-half hour off for lunch. Ten (10) minutes at the beginning of the shift and the last ten (10) minutes of the shift shall be allotted for changing of clothes and wash-up in the Animal Care Center and for Building Attendants. For other Employees, ten (10) minutes at the end of the shift shall be allotted to put away tools and wash-up where applicable. Lunch, rest, wash-up, put-away tools, and change of clothes periods, shall be included in the eight (8) hour period.

B. The regular work week consists of five (5) consecutive working days on one continuous shift for a total of forty (40) hours in any one week from Monday through Friday inclusive, followed by two (2) consecutive days off.

C. Classifications presently on seven (7) day operations shall be scheduled on a regular work week consisting of five (5) consecutive days of eight (8) consecutive hours each with paid one-half hour off for lunch followed by two (2) consecutive days off.

D. The beginning and ending time for each shift and work assignment will be developed by the Employer. Any change in such schedules will be discussed with the Union before being put into effect, and if there is a dispute after the meeting the matter may be referred to the grievance procedure.

E. In the event the janitor or cleaner (matron) is not able to report for work on his regular shift, he shall notify his department if possible, not later than two (2) hours prior to the starting time of his shift.

F. The Employer will maintain a reasonable number of substitute Employees to fill janitor work assignments necessitated by appropriate notification of Employee absence. The Employer will make a reasonable effort to attempt to maintain a reasonable number of substitute Employees to fill work assignments in other classifications necessitated by appropriate notification of Employee absence.

G. Other Employees shall notify their respective departments if possible within thirty (30) minutes of the start of the shift.

H. The Employer has long recognized the Employee's need for reasonable rest periods during the course of the normal work day and the Employee will be provided ten (10) minutes in each half of each work shift in keeping with necessary work schedules. It is understood that this right is not to be abused by either party.

## **XIV. Overtime**

### **A. Overtime Premium:**

- 1) A daily overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for work in excess of eight (8) hours per day.
- 2) A weekly overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for work in excess of forty (40) hours and on Saturday (except for those Employees on seven (7) day operations) and double time for work on Sunday (except for those Employees on seven (7) day operations).
- 3) Employees on seven (7) day operations who work on their day off will be paid time and one-half the regular straight time and applicable shift differential rate and double time respectively for those days.
- 4) Paid sick leave, holidays, or vacation will be treated as days worked in computing weekly overtime.

### **B. Call-in-Pay:**

- 1) Employees on emergency call-ins shall be guaranteed at least four (4) hours pay.
- 2) Employees called in to work under emergency conditions,

as has been the policy in the past, will be compensated at the rate of time and one-half.

C. The opportunity to work overtime shall be distributed equally to Employees working within the same job classification. On each occasion the opportunity to work overtime shall be offered to the Employee with the job classification who has the least number of overtime hours to his credit at that time, and refused overtime shall be offered to the Employee with the next fewest number of overtime hours to his credit. This procedure shall be followed until the required Employees have been selected for the overtime work. Refusal to work overtime will be treated as time actually worked for the purpose of equalizing overtime.

D. A record of the overtime hours worked (including refused overtime) by each Employee shall be posted on the bulletin boards in the appropriate departments monthly.

E. Any overtime earned before the payroll closing date shall be paid on the nearest following pay date. The Employer will give the Union a list of payroll cut-off dates every six (6) months. Anyone not due to receive overtime pay within twenty-five (25) calendar days of the day worked shall be paid a supplemental pay upon request in writing.

F. Whenever it is possible, if desired, overtime shall begin when the former shift ends.

G. The annual salary will be determined by multiplying the hourly rate by 2088.

H. Seven-Day Operations Bonus: Employees working on seven (7) day operations shall be paid a bonus equal to fifteen (15) cents times the number of hours he has worked during his work week. Such bonus shall be included in computing holiday or any other overtime premium paid and in computing vacation pay.

## **XV. Holidays**

A. The nine (9) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and two (2) other days designated by the Employer, shall be official Uni-

versity paid holidays.

- 1) When one of the holidays indicated above falls on a Saturday or Sunday, another day shall be observed as the holiday.
- 2) An Employee shall receive no pay for the holiday if, on either of the scheduled work days immediately before or after the holiday he absents himself for any portion of such work day in excess of three (3) employment hours and the absence is for reasons other than paid sick leave, vacation or leave with proper permission.
- 3) If an Employee works on any of the holidays above mentioned, his total compensation shall be One Hundred and Fifty (150%) percent of his basic or hourly rate plus eight (8) hours for the holiday pay.
- 4) When a University holiday falls during an Employee's vacation, he shall be paid for the holiday and it shall not be deducted from his Vacation Bank. The unused vacation day may be used at another time to be arranged with the appropriate supervisor.

## XVI. Vacation

A. Employees assigned to regular full-time positions shall be granted vacation benefits in accordance with the schedule indicated below:

<i>Length of Service</i>	<i>Annual Vacation</i>	<i>Maximum Accrual</i>
0 thru 4 years	12 days	24 days
5 thru 10 years	15 days	30 days
11 thru 15 years	20 days	40 days
16 or more years	23 days	46 days

B. An Employee will not be eligible to charge absence to his vacation allowance until he has completed six (6) months of service.

C. Only five (5) vacation days within a fiscal year may be taken a day or two at a time. The remainder shall be taken in blocks of five (5) or more days. Exceptions may be made by the Director.

D. Vacations will be taken in the year in which they are earned. However, if approval is given in writing by the Director of the unit in which the Employee works, vacation time may be accrued up to the maximum stated in XVI. A. above.

E. If a pay day or pay days fall during an Employee's vacation of one week or more, he may receive at his request in writing on a form provided by the University his check in advance before going on vacation.

## **XVII. Sick Leave**

A. An illness bank, specifically set up to provide income for an Employee during periods of excused absence for personal illness and/or the special needs listed below, shall accrue at the rate of seventeen (17) days per year upon completion of each month's service up to a maximum of 200 sick days.

- 1) Death of a member of the immediate family (up to five consecutive working days).
- 2) Quarantine required as a result of exposure to a communicable disease.
- 3) Emergency care of a member of the immediate family (up to two consecutive working days).
- 4) Attendance at the funeral of a person not in the immediate family (up to one working day).
- 5) An emergency medical or dental appointment.

B. The Employer agrees to pay all Employees one-half (1/2) of their accumulated unused sick leave in cash upon retirement up to a maximum of pay for thirty (30) days. After completion of five (5) years of continuous service, upon separation from the Employer's service for reasons other than retirement, the Employer shall pay the Employee one-quarter (1/4) of his accumulated sick leave up to a maximum pay for fifteen (15) days providing that the Employee has given the Employer two (2) weeks' notice of intent to separate. Under extenuating circumstances, the Director of Personnel may waive the two (2) weeks' notice.

C. After five (5) years of service Employees shall be covered by the Employer's short-term disability income program

and will be entitled to full pay during periods of disability for no less than the number of days accrued in their bank. Upon the exhaustion of his vacation and sick leave bank the individual will be paid fifty (50%) percent of his salary in effect at the time of disability but not to exceed Five Hundred (\$500.00) per month, which will continue through the last day of the sixth month of continuous absence, provided the Employee qualifies for Long-Term Disability Income.

D. For long-term disability, insurance will provide income benefits after six (6) months total disability for as long as the disability continues or until the affected individual retires but in no case beyond age sixty-five (65). The individual will receive a monthly income benefit which, including any disability benefits from Social Security and Workmen's Compensation, is equal to sixty (60%) percent of the first One Thousand (\$1,000.00) Dollars of monthly salary base plus forty (40%) percent of salary in excess of One Thousand (\$1,000.00) Dollars with a maximum of Fifteen Hundred (\$1,500.00) Dollars. In no event will the monthly income be less than Fifty (\$50.00) Dollars.

E. Employees who are going to be absent for sick leave longer than first anticipated should notify their superior at least every three (3) days.

F. Physical examinations shall be given at the University Health Service, by appointments arranged through the University Personnel office under the following conditions:

- 1) Prior to assignment or reassignment or reclassification, *all* Employees may be required to satisfactorily complete a physical examination.
- 2) A physical examination shall be required for current University Employees:
  - a. After an illness of ten or more consecutive working days\*
  - b. After surgery\*
  - c. After hospitalization\*
  - d. After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation

- e. Upon return from workmen's compensation
- f. Prior to placement on income disability
- g. Prior to mandatory sick leave

*\*For absence as stated in Points 2-a, 2-b, 2-c, a Physician's Report on Illness of Employee shall be completed by the individual's physician before a return-to-work physical examination can be scheduled.*

- 3) A mandatory physical examination at University expense shall be scheduled in cases where the supervisor/foreman or administrative head has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his University position.

G. Sick pay may be denied by the administrative head of the division only when there are facts and circumstances indicating that the Employee may not be eligible for sick pay.

If medical verification is requested, the University shall reimburse the Employee up to \$6.50 for any portion of the medical charge for such verification not recoverable under the Medical Insurance Plan. Any such denial shall be subject to the Grievance Procedure. Such grievances shall be referred directly to Step 3 (Personnel Step) of the Grievance Procedure.

## **XVIII. Hospital Insurance and Group Life**

A. Hospitalization insurance is available to Employees through contracts and agreements executed by the Employer with Massachusetts Mutual Life Insurance Company and Metro Health Plan. An Employee may maintain coverage under either one of the plans but not both. The Employer shall provide a subsidy of payment of full cost for the Employee's insurance and one-half ( $1/2$ ) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates. An Employee wishing coverage under one of the plans must file application within the first month of employ-



ment. In the event the Employee fails to apply within the first month, he will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan or wait until the next enrollment period for coverage under the Metro Health Plan.

B. The University may, after two (2) weeks' prior notice to the Union, unilaterally cancel Metro Health Plan coverage providing it accords Employees with conversion privileges to Massachusetts Mutual coverage.

C. All Employees in full-time positions shall be covered by the Employer for Five Thousand (\$5,000.00) Dollars of life insurance during the period of employment and for Two Thousand Five Hundred (\$2,500.00) Dollars after retirement, the full cost of which shall be paid by the Employer.

Additional amounts of supplemental life insurance may be purchased at subsidized and graduated rates by election of Option No. 2 or No. 3 below. The rate structure was modified October 1, 1969.

All eligible Employees shall be entitled to elect one of the following:

*Option No. 1* — \$5,000 non-contributor insurance only.

*Option No. 2* — \$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.

*Option No. 3* — \$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

## **XIX. Retirement**

A. Eligible Employees may, at their option, elect to contribute five (5%) percent of their regular wages into the University's TIAA-CREF Retirement Plan. In such cases, the Employer will contribute an additional ten (10%) percent of such wages into the University's TIAA-CREF Retirement Plan. In order to be eligible, an Employee must be thirty (30) years of age and have accrued two (2) years University seniority.

## **XX. Time Off for Union Officers and Delegates**

A. Upon giving reasonable notice to the Employer, officers or representatives of the Local Union may be afforded time off without pay to assist in the executive affairs of the Union. However, the Employer need only grant such leave time when the work load permits.

B. Leave of absence (with pay, provided the subjects are currently in active pay status) may be granted, upon receiving at least one (1) week's prior written request, to Employees elected or selected by the Union to attend educational classes conducted by the Union. The number may not exceed three (3) Employees at any one time, nor more than one (1) Employee from a specific unit, and the total number of working days granted for such purposes shall not exceed twelve (12) in any one (1) fiscal year.

In the event of extenuating circumstances, and if the Union can suggest and/or accept (in writing) a manpower substitution satisfactory to the Administrative Head of the Unit, the Personnel Director may authorize an exception to the limitation of Employee absence from a specific Unit.

## **XXI. Promotions and Demotions**

A. Promotions and transfers shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place where the punch clocks are located. Employees interested shall apply within the seven (7) calendar day posting period. In addition the Union shall be furnished with sufficient copies of the job posting so that they may be posted by them on their bulletin boards. Posting by the Union shall constitute the official posting and it shall be the responsibility of the Union to make sure that such notices are posted.

B. The senior Employee applying for promotion who meets the minimum requirements shall be granted a reasonable trial period not to exceed thirty (30) days to determine his desire to remain on the job and his ability to perform the job

unless it is clear that the senior Employee is not qualified for the job. The determination of whether the Employee interested in the position will be able to perform the job shall be based upon the following criteria:

- 1) Job performance on previous assignment.
- 2) Job knowledge applicable to new position.
- 3) Absentee record.
- 4) Character.
- 5) Education.
- 6) Health.

C. In the event the senior applicant is denied the position, the reasons for the denial shall be given in writing to the Employee and the Union and shall be a proper subject of a grievance in accordance with the established grievance procedure.

D. During the reasonable trial period the Employee shall have the opportunity to revert to his former classification. If the Employee is unsatisfactory in the new position, notice and reason shall be presented to the Union in writing by the Employer with a copy to the Employee. The matter may then become proper subject for Step 2 of the grievance procedure.

E. During the trial period Employees will receive the rate of pay for the job they are performing.

F. If an Employee voluntarily wishes to return to his former classification after thirty (30) working days, he will not be placed unless a vacancy exists.

G. Employees required to work in a higher classification shall be paid the rate of pay for the higher classification.

H. Employees who make application for posted open position shall be notified of the disposition as soon as possible but not later than thirty (30) days after the closing date for the posting.

## **XXII. Job Assignments**

A. Intra-Classification Job Bidding: Employees will be allowed to bid on posted jobs when vacancies arise which list job title, pay rate, and location. Janitor postings will include the specific job area. In the event the senior applicant is denied the position, the reasons for the denial shall be given in writing

to the Employee and the Union.

B. Janitors may be secure in the knowledge that they will work on their assignment daily to the extent that work is available. If enough substitute janitorial Employees based upon a core group of fifteen (15) full-time substitutes are not available to fill the assignments of Employees who are absent or work areas are occupied or unavailable, or when areas are to receive priority, it is understood that the Foreman/Supervisor may assign the Employees to work on other assignments within their own classifications in the same building where the specific job is all contained in one building, or in the same areas where the specific job involves more than one building.

When conditions exist as determined by the Department Director, his Assistant/Associate Director, the Custodial Superintendent or the General Foreman, that make an area critical to receive priority or constitute an emergency, it is understood that the Foreman/Supervisor may assign a janitorial Employee to any assignment in any area.

C. Employees in classifications, other than janitorial, who are assigned to work in buildings or assignments such as grounds workers, animal facility Employees, etc., may be assigned to various buildings or various assignments at the discretion of the Foreman/Supervisor.

## **XXIII. Jury Duty**

A. An Employee who serves on jury duty or appears in court required by subpoena, will be paid as if he were on regular duty; however, he will deliver to the Employer any fee paid to him for such jury service or court appearance.

- 1) The Employee may, if he wishes, charge any of this time to his vacation bank and retain the court fee.
- 2) An Employee is expected to report for regular University duty when temporarily excused from attendance at court when a period of five (5) hours or more remains in his work day.

## **XXIV. Discharge or Discipline**

The supervisory staff will use good judgment in the enforcement of the following regulations including reprimand-

ing or disciplining any Employee:

A. If the Employer has reason to discipline or reprimand an Employee, it shall be done in a manner that will not embarrass an Employee before other Employees or the public.

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

C. An Employee may be sent home by the Foreman/Supervisor for just cause. However, a Foreman/Supervisor shall not have the right to suspend or discharge any of the five (5) members of the Grievance Committee (whose names have been previously submitted to the Personnel Office) without prior approval of the Director of the Unit, or his designated representative.

D. The Employer agrees, upon the suspension or discharge of an Employee, to promptly notify the Steward or other authorized representative of the Union of the suspension or discharge and the Employee will be allowed to discuss his discipline with the Steward before he is required to leave the property of the University. In a case where an Employee is suspended or discharged by telephone or letter, the Local President shall be similarly and simultaneously notified.

E. Should an Employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance must be presented in writing through the Local President, or his designated representative to the Director of Personnel, or his designated representative, within five (5) working days of the University's action.

F. Any just cause or combination of just causes for which the individual is found guilty can lead to ultimate dismissal.

G. If it is determined that a suspension is unwarranted, the Employee shall be reinstated with back pay and without loss of seniority and no record of the action shall be kept in the Employee's personnel file.

## **XXV. Automatic Resignation**

The following constitute voluntary resignation:

A. Written notice of resignation.

B. An Employee failing to report to work for three (3) consecutive working days without notice to the Employer. However, if after investigation it is found that the Employee has a reasonable excuse for such absence from duty he shall be reinstated and will not suffer any loss of earned benefits.

## **XXVI. Health and Safety**

A. Both parties hold themselves responsible for mutual, co-operative enforcement of published safety rules and regulations.

B. Should an Employee feel that his work required him to work under unsafe or unhealthy conditions, he shall report the conditions to his supervisor and his Steward for the proper action. If the matter is not adjusted satisfactorily, the grievance procedure will then be instituted.

## **XXVII. Hiring Procedure**

A. Applicants are employed without regard to race, color, creed, age or sex but are considered on the basis of their background, experience and health.

B. The general policy of this University to promote from within the organization, when there are qualified Employees who are able to meet the requirements of a vacant position, shall be applicable to Employees in this Bargaining Unit.

## **XXVIII. Leaves of Absence**

The following types of leaves of absence will be approved by the Employer:

A. **Military Leave — Long-Term:** In the event an Employee is called to extended active duty for more than seventeen (17) days as a member of a reserve component, National Guard, by being drafted, or by voluntary enlistment, a leave of absence without pay shall be granted for the extent of the military duty with re-employment rights and seniority effective back to original date of hire, not to exceed one enlistment period.

**Short-Term:** Regular Employees who belong to the National Guard, Officers Reserves Corps, or similar military organizations will be allowed the normal seventeen (17) day leave of

absence in any one given instance when ordered to active duty or for training. The Employer will pay the difference between these Employees' military pay and regular pay if their military pay is less. The Employee will receive full pay if such short-term military leave is taken and charged to his vacation.

**B. Illness Leave:**

- 1) In the event no further sick or vacation benefits are available to provide full pay, the Employee will be placed on an illness leave of absence for the extent of the illness up to a maximum of twelve (12) consecutive months and will be returned to his assignment or one of comparable stature provided he is approved for return by the medical examiner of the Employer as being in approximately the same state of health as existed prior to his illness. In appropriate cases, absence of this nature shall be extended up to a maximum of one (1) additional year.
- 2) If any illness or injury arises out of or in the course of his employment, an Employee shall remain on illness leave for the extent of his absence, unless he redeems his compensation rights.
- 3) In the event that the condition of an Employee's health or physical condition has been altered as a result of his absence, efforts shall be made to find a position commensurate with his physical capacity.

**C. Pregnancy and Related Illnesses:** The University regards leaves for pregnancy and related illnesses with provision for job security as an integral part of a program designed to enhance the vocational advancement of women Employees.

- 1) How long the Employee will continue to work, and the establishment of last day of work will be determined in accordance with the following procedure for Employees with one (1) or more years of continuous service:
  - a) The Employee shall notify her Administrative Head, as soon as possible, when pregnancy is confirmed by her physician;
  - b) The Employee shall be responsible for the submission of a brief written report from her attending physician to the University Personnel Office (preferably no later than the end of the fourth month of pregnancy) which

will provide confirmation of pregnancy, evaluation of the Employee's general condition, anticipated date of delivery, and specific recommendations regarding the period of on-the-job continuance;

- c) The Employee shall be responsible for the submission of brief written reports from her attending physician of any significant changes of physical condition, job capacity limitation, and any alteration of previous recommendations.
- 2) Leaves shall be granted without regard to marital status.
- 3) The Administrative Head of the Unit and the University Personnel Office shall be provided one (1) month notice in writing by the Employee prior to the date of the beginning of maternity leave, unless such length of notice is unreasonable due to extenuating medical reasons verified by the University Health Service and the Employee's personal physician.
- 4) Use of Illness Bank for Maternity Related Illnesses:
  - a) A pregnant Employee (except in accordance in C below) is expected to remain on the job until such time as her physician and the University Health Service agree that she is no longer physically able to continue in the employment of the University.
  - b) Upon certification by the Employee's physician and the University Health Service that the Employee is no longer able to continue employment at the University, the Employee may use accumulated sick leave for the balance of the pre-delivery and post-delivery period.
  - c) Any pregnancy related illness or disability which continues for two weeks beyond the date of delivery must be verified by the Employee's physician to the satisfaction of the University Health Service.
  - d) Upon exhaustion of paid sick time an Illness Leave of Absence without pay is available for the Employee in accordance with the University's illness leave program.
- 5) Maternity Leave:

A pregnant staff member who does not wish to work prior to delivery, but who is not ill, may request a Personal



Leave of Absence under the same terms as such leaves are available to other staff members. No sick time can be used following commencement of such leave of absence.

6) Child Care Leave:

A child care leave of absence without pay for fixed periods with a maximum duration of one year may be available to any Employee following the birth or adoption of a child, and after disability ends.

D. Educational Leave of Absence for Veterans: Employees 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. Seniority rights shall continue in effect during leave.

E. Personal Leave of Absence: Leaves of absence without pay up to three (3) months may be granted in cases of exceptional need for those Employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the Employee's family, temporary termination of the Employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for 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 30 days or more, the Employee must take another physical examination before returning to work.

F. Funeral Leave:

1) Employees may be excused from work with pay up to five (5) consecutive working days when there is a death of a member of the immediate family. The time taken off shall be charged to the Employee's Absence-With-Pay Bank.

a. Immediate Family shall be defined as: Husband, Wife, Father, Mother, Brother, Sister, Son, Daughter, Grandmother, Grandfather, Mother-in-law, Father-in-law, Daughter-in-law, and Son-in-law. Aunts, Uncles, Nieces, Nephews, Cousins, and Grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household.

b. Where a situation exists which is not covered by these relationships, determination will be made by the Personnel Director.

G. Personal Need Day: Employees who have completed nine (9) months of service may use up to two (2) days during the fiscal year for any personal reason. Such days will be charged to the Employee's Absence-With-Pay Bank provided the Employee gives his supervisor three (3) working days notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable.

## **XXIX. Bulletins**

A. The Union shall have the right to the use of enclosed bulletin boards that shall be locked, placed at designated locations by the Employer for the exclusive use of Local 1497 for the publishing of notices pertaining to the conduct of Union affairs of the following types:

- 1) Notices of Union recreation and social events.
- 2) Notices of Union elections.
- 3) Notices of results of Union elections.
- 4) Notices of Union meetings.
- 5) Job Postings.

B. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Union will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

## **XXX. Shift Differential**

A. Employees working the afternoon shift shall receive premium pay of seven (\$.07) cents per hour; Employees working the midnight shift shall receive premium pay of fifteen (\$.15) cents per hour. The afternoon shift shall be any shift that regularly starts on or after 11 a.m. and before 7 p.m.; the midnight shift shall be any shift that regularly starts on or after 7 p.m. but before 4 a.m.

B. Employees on the afternoon and night shifts shall be paid on their respective shift before their payday shift.

## XXXI. Elective or Appointed Positions

A. Any Employee leaving the employment of the Employer because of election or appointment to an office for Union, City, State, County or Federal Service shall maintain and accumulate such seniority rights as long as he has such an office; provided that once a year he notifies the Employer of his status. Upon the Employee's return he shall be re-employed in his former classification or comparable one provided he can do the work.

## XXXII. Strikes

A. The Union recognizes that strikes by public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other Federal, State and Local laws affecting this Agreement.

## XXXIII. Schedule of Wages

A. The schedule of wages for Employees in the classifications covered by this Agreement shall be in accordance with the following:

<i>Classification</i>		7/1/73	7/11/74
Building Attendant	Start	\$3.94	\$4.21
	6 mo.	4.04	4.31
	12 mo.	4.17	4.44
Senior Building Attendant		4.50	4.77
Physical Education Attendant I		4.25	4.52
Physical Education Attendant II		4.61	4.88
Groundskeeper		4.54	4.81
Handyman		4.51	4.78
Heavy Equipment Operator		4.79	5.06
Janitor	Start	4.11	4.38
	6 mo.	4.21	4.48
	12 mo.	4.27	4.54
Laboratory Animal Aide		3.89	4.21
Laboratory Animal Technician I	Start	4.04	4.36
	6 mo.	4.19	4.51

<i>Classification</i>		7/1/73	7/11/74
Laboratory Animal Technician II	Start	4.29	4.61
	6 mo.	4.44	4.76
Laboratory Animal Transportation Technician		4.37	4.64
Laboratory Animal Leader		4.59	4.91
Laborer		4.27	4.54
Mail Clerk	Start	3.79	4.06
	2 yrs.	4.04	4.31
Mail Driver Leader		4.48	4.75
Mail Clerk Leader		4.48	4.75
Matron		4.01	4.28
Security Officer		4.24	4.51
Senior Security Officer		4.52	4.79
Senior Watchman		4.30	4.57
Tree Trimmer		4.61	4.88
Vehicle Operator		4.48	4.75

## XXXIV. Educational Benefit

A. The Tuition Refund Program provides a tuition refund of up to four (4) credit hours each quarter. The refund applies to tuition only; incidental fees which may be charged are borne by the Employee.

B. Refunds shall be granted for courses elected in any School or College at Wayne State University. Tuition for non-credit courses offered by Wayne State University through the Adult Education Center or the Applied Management and Technology Center shall be refundable only if the Personnel Director has given prior designation of the course as "job related."

C. To be eligible for a refund:

- 1) The staff member must be a full-time Employee for not less than three (3) months prior to the first day of classes of the quarter for which he plans to register.

Former Wayne State University students who are regular full-time Employees and were enrolled in an undergraduate program for no less than twelve (12) hours, or a graduate program for no less than eight (8) hours in the quarter preceding their employment shall have the three

(3) month waiting period waived. Previous regular employment of six (6) months or more will constitute eligibility.

- 2) College admission requirements must be met.
- 3) Total credit hours taken in a given quarter shall not exceed eight (8) hours. Exception to this regulation shall be made only upon prior written approval of (1) the Dean or Director of the unit where the staff member is employed and (2) the Dean of the College in which he is enrolled as a student, or their designated representative.
- 4) A satisfactory grade, or "certification of satisfactory completion" must be achieved.
  - a. For the purpose of establishing eligibility for refund, undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered satisfactory grades.
  - b. Marks of "Incomplete" must be resolved into satisfactory grades within six (6) months following termination of the quarter in which the course was elected.

## **XXXV. Medical Dispute**

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

## **XXXVI. Savings Clause**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of

competent jurisdiction such decision of the court shall apply only to the specific article, section or portion hereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## XXXVII. General Provisions

A. All references to Employees in this Agreement except under maternity leave designate both sexes and whenever the male gender is used it shall be construed to include male and female Employees, and whenever the word Agreement is used it shall be synonymous with contract.

### B. Clothing Allowances:

- 1) Four (4) sets of permanent press uniform clothing (consisting of pants and shirts, with emblem and name for men) and dresses (with name and emblem for women) will be provided to all Employees in this Bargaining Unit who desire them. Special arrangements, as has been the policy in the past, shall be accorded to those Employees assigned to McGregor and cleaners' units which have special operational consideration.
- 2) Uniforms which are worn out or damaged will be exchanged for a new uniform as required. (Long or short sleeve shirts, and dresses or pant suits for women.)
- 3) Employees who are supplied such uniforms will wear them when on duty.

C. Personnel File: The University will continue to honor requests from Employees to examine and discuss the contents of their personnel files with a personnel representative in the Personnel Office.

It is recognized that these files do contain such matters as answers to reference checks, and other reports made at the time of their application for employment which have been solicited with the Employee's consent and have been received from reference sources in confidence. The University will respect that confidence and will not disclose such information even to the Employee involved.

D. Sub-Contracting: The right of contracting or sub-

contracting is vested in the Employer. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

During the life of this Agreement in no case shall a regular Employee covered by this Agreement be laid off, take a reduction in rate of pay or in his normal work week as the result of outside contracting in an operational unit of the University. Under such circumstances an Employee must accept employment in any part of the University. His "length of service with the University" will continue to date from the date of his original employment with the University. In the event of a permanent close down of an operation, a special conference on the matter will be arranged with the Union by the University.

E. Time Clocks: Unless otherwise agreed, Employees in the following classifications shall not be required to use a time clock:

- Laboratory Animal Aide
- Laboratory Animal Technician I
- Laboratory Animal Technician II
- Laboratory Animal Leader
- Laboratory Animal Transportation Technician
- Mail Clerk
- Mail Driver Leader
- Mail Clerk Leader
- Physical Education Attendant I
- Physical Education Attendant II
- Security Officer
- Senior Security Officer
- Senior Watchman

F. Lunch and Locker Facilities: Employees presently provided with lockers and facilities to eat their lunch will continue to receive this benefit.

G. Special Conferences: Special conferences for important matters, other than grievances subject to consideration under the Grievance Procedure, will be arranged between the Local President of the Union and the University or its designated representative upon request of either party. Such meetings

shall be between representatives of the University and a maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. 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 special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Agreements may be reduced to writing at the request of either party. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the University or the Union under the terms of the Agreement.

H. Monthly Conferences: The University will meet the Union within thirty (30) days of the signing of this Agreement to begin regular two (2) hour monthly meetings for the purpose of studying and agreeing upon methods to accomplish the following:

- a) recruiting of substitute Employees
- b) job assignment problems
- c) sick leave substitutions
- d) vacation substitutions
- e) insurance study committee
- f) any "maintenance of standards" problems raised.

## XXXVIII. Longevity

A. All regular full-time Employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year (beginning October 1, 1971) shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following paragraphs and schedule of payment.

B. Longevity pay shall be computed as a percentage of Form W-2, Gross Earnings, for the calendar year preceding the year of payment in accordance with the following schedule of



payment:

<i>Continuous Service</i>	<i>Percentage of Form W-2 Gross Earnings not to Exceed \$7,000.00</i>
6 or more and less than 10 years	2%
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

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

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

E. Payment to Employees who become eligible by October 1 of any year shall be paid no later than December 20, in each year.

F. For purposes of this section, continuous service means service calculated from the Employee's hiring date as a regular full-time University Employee in active pay status either in or out of this Bargaining Unit.

Continuous service shall be broken by:

- a) Quitting
- b) Discharge for cause
- c) Termination due to a reduction of Employees
- d) Removal from active pay status
- e) Less than full-time employment
- f) Retirement.

G. Employees absent from work due to layoff, physical disability, or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate, continuous service for any period thereafter until they are returned to active pay status. When an Employee returns to active pay status he will begin to accumulate continuous service credit based upon, and added to, his

previous service accumulation. For the purpose of this Agreement, Employees utilizing their sick leave bank, or vacation bank, shall be considered to be on active pay status.

H. No longevity payment as shown in the schedule shall be made for that portion of an Employee's Form W-2 for the preceding calendar year which is in excess of \$7,000.

I. The first payment under this program schedule to eligible Employees shall be due in December, 1973, and shall be based on the Employee's 1972 Form W-2.

J. Effective October 1, 1971, pro-rated payments shall be made to those Employees who retire under the University retirement plan prior to October, 1972, and to those who retire prior to October 1 of any year thereafter. In case of death, longevity payments shall be pro-rated and made, at the option of the University, either to the Employee's beneficiaries (dependents) or estate. Such pro-rated payments as indicated above shall be based on the number of calendar months of regular full-time active pay status service credited to an Employee from the preceding October 1 to the date of retirement, or death. For example, an Employee who retires, or dies, on December 1 would receive 2/12 of the longevity payment that he would have received if he had continued as a regular full-time University Employee in active pay status.

### XXXIX. Term

A. This Agreement shall continue in full force and effect until *June 30, 1975*, and shall continue in full force and effect unless either party shall give written notice to terminate, modify or amend such contract within sixty (60) days prior to the expiration date.

Accepted for the  
Board of Governors of  
Wayne State University

J. Don Marsh  
J. Thomas Priemer  
R. E. Collins  
G. J. Morosan  
Kenneth M. Smythe

DATED: 12/3/73

Accepted for Local 1497

Lamar Collins  
Charles H. Cromer  
Adolphus Smith  
David L. Mitchell, Council 7  
Willie B. King

# Supplemental Letters of Agreement

WAYNE STATE UNIVERSITY

August 2, 1973

Mr. John Zupan, President  
Local #1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

REFERENCE: Health Insurance Benefits

Dear Mr. Zupan:

The University has offered, and Local #1497 has accepted subject to acceptance by other campus collective bargaining units, the following improvements in the Massachusetts Mutual Health Insurance Program:

1. FULL MEDICAL CARE BENEFITS TO EARLY RETIREES AND RETIRED AFTER AGE 65  
—addition of "out-of-hospital" coverage to present "in-hospital only" coverage; retirees over age 65, current and future, change from Supplementary 65 coverage to a plan of Coordination of Benefits with Medicare.
2. INCREASE MAJOR MEDICAL MAXIMUM  
—unlimited maximum (replacing present \$20,000 per accident or illness) applicable to all "new" accidents or illnesses occurring after the effective date of change.
3. ELIMINATION OF THE PRE-EXISTING CONDITION CLAUSE  
—such a change will remove the \$1,000 cap of the present pre-existing condition clause.
4. EARLY RETIREES  
—early retirees and their dependents with same coverage as active employees.
5. SUPPLEMENTAL ACCIDENT COVERAGE  
—elimination of 24-hour requirement and substitution of 90-day period for accident treatment claims.
6. RADIATION THERAPY  
—increase radiation therapy from \$250 to \$450 on a scheduled basis.

It is understood that the above improvements are offered on the present University formula of full subsidization for the insured employee and one-half (1/2) subsidy for two-person and/or family coverage.

It is further understood that it is the University's intent to implement these improvements for all employees presently covered by Massachusetts Mutual after receiving approval of such additional coverage from all collective bargaining groups. These improvements shall be implemented as soon as possible after the start of the Fall Quarter, 1973.

Sincerely,  
J. Don Marsh  
Executive Director  
of Employment Relations

WAYNE STATE UNIVERSITY

September 20, 1973

Mr. John Zupan, President  
Local #1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

SUBJECT: Matthaei Locker Room and Equipment Employees

Dear Mr. Zupan:

As I am sure you are aware, during the administration of our previous Agreement we have had a number of grievances concerning employees working out of classification in the Matthaei facility. This letter is to clarify that particular situation.

We have offered substantial wage increases for Matthaei employees in our new contract offer. This offer compresses classifications and substantially raises the hourly rate for these employees. This offer is contingent upon the clear understanding that mere physical location at the situs of an absent employee who happens to hold a higher classification does not carry with it the commensurate hourly rate increase unless, and until, the person so occupying that position is specifically told by supervision to perform the special additional responsibilities of the higher classification.

To further clarify, if a higher classified employee is absent, the move of a lower classified employee to the work location of the higher classified employee does not automatically result in an hourly increase. Such an increase only results with the assignment by supervision of such specialized and specific duties performed by the higher classification.

I think this should clarify the University's position in this matter and should prevent all further grievances of this nature in the Matthaei facility.

Sincerely,  
J. Don Marsh  
Executive Director  
of Employment Relations

cc: Dr. C. Hixson  
G. Morosan  
T. Priemer  
K. Smythe  
R. Collins

WAYNE STATE UNIVERSITY

October 22, 1973

Mr. John Zupan, President  
Local #1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

SUBJECT: Seven (7) Day Operations in the DLAR

Dear Mr. Zupan:

In the course of this Agreement, the Union and Wayne State University have agreed to the extension of seven (7) day operations to the DLAR.

Sincerely,  
J. Don Marsh  
Executive Director  
of Employment Relations

cc: Dr. A. Edward  
G. Morosan  
T. Priemer  
K. Smythe  
R. Collins