

6-30-74

Agreement Between

WAYNE STATE UNIVERSITY

and

WAYNE STATE UNIVERSITY

STAFF ASSOCIATION

*Wayne State*

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1972 - 1974

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WAYNE STATE UNIVERSITY  
and  
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# AGREEMENT

THIS AGREEMENT is entered into as of May 9, 1973, between WAYNE STATE UNIVERSITY (hereinafter referred to as the "EMPLOYER"), and the WAYNE STATE UNIVERSITY STAFF ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

## Purpose

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Employer and the Employees.

The parties recognize that the support 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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

## I. Recognition

The Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular Employees of the Employer

Accounting Assistant  
Accounting Clerk  
Addressograph Operator I  
Addressograph Operator II  
Addressograph/QDC Manager  
Assistant Director/WDET  
Assistant Technical Theatre Director  
Associate Director/C.I.T.  
Associate Director/WDET  
Bookkeeping Machine Operator  
Bookstore Assistant  
Building Coordinator — Student Center

Communications Controller — Public Safety  
Communications Technician I  
Communications Technician II  
Communications Technician III  
Computer Documentation Librarian  
Computer Production Controller  
Computer Tape Library Clerk  
Director/C.I.T.  
Director/WDET  
Dispatcher  
Driver  
Duplicating Machine Operator I  
Duplicating Machine Operator II  
Electroencephalograph Technician  
Electronics Assistant  
Electronics Technician I  
Electronics Technician II  
Electronics Technician III  
Electronics Technician, Senior  
Glass Instrument Maker II  
Graphic Arts Assistant I  
Graphic Arts Assistant II  
Graphic Arts Coordinator  
Graphic Designer  
Health Physics Technician I  
Health Physics Technician II  
Histology Technician I  
Histology Technician II  
Instrumentation Technician I  
Instrumentation Technician II  
Keypunch Operator I  
Keypunch Operator II  
Keypunch Assistant Supervisor  
Keypunch Supervisor  
Laboratory Aide  
Laboratory Animal Assistant Supervisor  
Laboratory Manager  
Laboratory Supervisor  
Mail Supervisor  
Medical Illustrator

Medical Photographer I  
Medical Photographer II  
Medical Photographer, Chief  
Medical Technologist I  
Medical Technologist II  
Morgue Supervisor  
Neighborhood Relations Assistant  
Nursery School Attendant  
Office Assistant I  
Office Assistant II  
Office Assistant III  
Production Control Supervisor  
Publications Production Assistant  
Registered Nurse  
Registered Nurse, Head  
Secretary I  
Secretary II  
Secretary III  
Storekeeper I  
Storekeeper II  
Stores Clerk I  
Stores Clerk II  
Switchboard Operator  
Switchboard Operator, Head  
Tabulating Operator I  
Theatre Costumer  
X-Ray Technician  
X-Ray Therapy Technician

It is mutually agreed, by both parties to this Agreement, that the following personnel are excluded from the subject bargaining unit:

- (1) Secretary to the President of the University
- (2) Secretary to the Secretary of the Board of Governors
- (3) Secretary to any Vice President of the University
- (4) Personnel Assistant
- (5) Supervisor, Office of Personnel Records
- (6) Secretary to the Director of Personnel

- (7) Secretary to the General Counsel
- (8) Secretaries to the Executive Director of Employment Relations
- (9) Secretary to the Provost
- (10) Secretaries to the University Attorney

As the Association obtains a majority of signature cards in other classifications, the University shall recognize the Association as representing such classifications; otherwise, the University shall seek an election for such classification through the Employment Relations Commission of the State of Michigan.

## II. Association Security

### *A. Membership in the Association*

It is recognized by the University that the Association is designated as the exclusive representative of all Employees as indicated in Article I of this contract. Membership in the Association shall not be required as a condition of continued employment at the University. It is, however, agreed that an Employee in the bargaining unit defined in Article I shall as a condition of continued employment, pay to the Association an amount equal to the periodic dues uniformly required as a condition of acquiring or obtaining membership in the **Association**.

Such payment shall be made within 30 days from the date that an Employee has assumed a position with said unit. The University shall be notified in writing, by the Association, of any Employee in the Bargaining Unit who is thirty (30) days in arrears in payment. Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.

Employees covered by this Agreement who were employed by the University before January 1, 1968, and who were not members of the Association on or after said date, shall have free choice as to whether or not they will pay the periodic dues, above described, without adversely affecting their continued employment within the unit. Provided further, that all Employees who were members of the Staff Association

as of January 1, 1968, or who thereafter became members, are required to maintain their membership in the Association as a condition of employment.

If a member of the Wayne State University Staff Association is transferred to a classification which the Association does not represent, and which is not at such time represented by another association or union, then in such event the Association shall continue to represent the Employee as an individual so long as such Employee remains in a secretarial, clerical, or technical classification.

*B. Association Dues and Initiation Fees*

1. Payment by Check-off: Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-off Dues Form.

2. Check-off Forms: During the life of this Agreement, and in accordance with the terms of the form of Authorization of Check-off Dues, hereinafter set forth, the Employer agrees to deduct an amount equal to membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each Employee who executes or has executed the following "Authorization for Payroll Deduction for Union or Association Dues" form:



## AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request Wayne State University to deduct \$\_\_\_\_\_ from my earnings (semi-monthly) (monthly) or (biweekly) and to increase or decrease this amount in accordance with the dues schedule, for remittance of my Union or Association dues and/or authorized assessments to

\_\_\_\_\_  
Name ↓ Soc. Sec. No.

\_\_\_\_\_  
Home Address Home Phone

\_\_\_\_\_  
City State Zip

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

\_\_\_\_\_  
College or Division Department

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

\_\_\_\_\_  
Classification Date Hired

I vountarily authorize this deducation and may revoke this request upon 30 days written notice to the Personnel Office, Wayne State University.

\_\_\_\_\_  
Signature Date

5. The Employer shall not be responsible for checking-off or collecting dues during periods of leaves of absence for which the Employee receives no pay from the Employer.

### C. *Non-Discrimination*

The Employer and the Association 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 sex, race, creed, color, religion, national origin, marital status, or age.

## III. Management Rights

A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend or discharge Employees for just cause, subject, however, to the Employee's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. Employees shall not be demoted without full review by the Grievance Committee of the Association and the Employer. All rights, powers and interests which have not been granted to the Association by the provisions of this Agreement are reserved to the Employer.

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

C. The Association 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 Association therefore agrees that it will cooperate with the Employer to assure a fair day's work on the part of its members.

## IV. Association Rights

A. Pursuant to the powers and authority of the Employer under the Constitution of the State of Michigan, the University hereby agrees that all Employees of the University who may be appropriately included in the bargaining unit represented by the Association, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer undertakes and agrees that it will not directly or indirectly discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the University, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, involving the Employees in the classifications covered by this Agreement, for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment. The Association may initiate its own grievance for protection and maintenance of this contract.

C. Bulletin boards established by the Employer shall be made available to the Association and its members for dissemination of information relating to Association activities.

D. The Employer agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the financial resources of the University, tentative budgetary requirements and allocations, and such other available information as will assist the Association in

developing intelligent, accurate, informed and constructive programs on behalf of the Employees, together with information which may be necessary for the Association to process any grievance or complaint.

E. The Employer recognizes the responsibilities imposed on the Association and will normally grant permission and a reasonable amount of time to the authorized representatives of the Association to bargain, investigate grievances, and/or transact other pertinent business with representatives of the Employer. The privilege of authorized Association personnel leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of business and not be abused. Any alleged abuse by either party with respect to the amount of time or the number of authorized representatives of the Association involved will be proper subject for a Special Meeting of representatives of Employer and Association.

F. The Association shall have a representative on all Employer Committees relating to wages, fringe benefits, hours or working conditions of employees covered by this Agreement, including, and without limitation, committees in the following areas, if any: parking, security, food services, housing, insurance, and policies and procedures.

G. There shall be no additional payments of any kind to any Employee for time devoted to grievance handling or to bargaining after working hours.

## V. Hours of Work and Overtime

A. The work day shall be seven and one-half ( $7\frac{1}{2}$ ) hours; the work week shall be thirty-seven and one-half ( $37\frac{1}{2}$ ) hours, and shall normally be any five (5) day period within a seven (7) day period beginning on Monday. But, in general, a work schedule shall be established for each department, office or position on an annual basis, with the specifications of such reasonably predictable variations as the operations of the University may require included in this schedule. Once established for the year, necessary modifications may be made in

consultation with the Employee; otherwise departure from the established work schedule should be on an emergency basis only.

B. The Employer will pay time and one-half ( $1\frac{1}{2}$ ) for overtime for work performed more than seven and one-half ( $7\frac{1}{2}$ ) hours in any one day and more than thirty-seven and one-half ( $37\frac{1}{2}$ ) hours in any one week which shall be worked and computed to the nearest one-half ( $\frac{1}{2}$ ) hour.

C. The Employer shall make every effort to minimize overtime by adequate staffing, and it should only be necessary to require an Employee to work beyond the normal work schedule under unusual circumstances.

Therefore, overtime work will be recognized for overtime pay only when properly authorized in accordance with the established policy of the Employer.

D. The Personnel Policies and Procedures Manual, dated July 11, 1968, paragraph I.F. (Illness, Emergencies, Special Needs D-01, Page 58) shall read as follows:

"F. Employees who have completed nine months of service may use up to two additional days during the fiscal year for any personal reason other than those listed above (e.g. observance of religious holiday, a scheduled medical or dental appointment, etc.)."

## VI. Retirement

A. An Employee who has been employed for two full years by the Employer and is 30 years of age shall be eligible for voluntary participation in the retirement program established with Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA/CREF).

B. The Employee shall contribute Five (5%) per cent of his regular salary and the Employer shall contribute Ten (10%) per cent of his regular salary beginning with date of employment after July 1, 1966 to an account in the Employee's name established with TIAA/CREF.

C. The Employee may also deposit additional money with TIAA/CREF.

D. Upon termination of employment prior to retirement, an Employee having less than five (5) years of contribution to TIAA/CREF, or who has less than \$2,000.00 on deposit, is entitled to a full refund of the Employee's contribution.

E. The retirement right of Employees who had been employed by the Employer prior to July 1, 1958, and who have elected to remain under the Detroit School Employees Retirement System (DSERS) shall continue and shall be governed by the provisions of the Resolution of the Board of Governors adopted on February 17, 1966 (Proceedings, pp. 1242-1244).

## VII. Hospitalization

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 University shall provide a subsidy of payment of full cost for the Employee's insurance and at least one-half ( $\frac{1}{2}$ ) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates.

B. An Employee wishing coverage under one of the plans must file application within the first month of employment. 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 (CHA).

C. The deductible amount under the major medical insurance program will be Fifty (\$50.00) Dollars for individuals, with the maximum deductible for family coverage, One Hundred (\$100.00) Dollars.

D. The University may unilaterally cancel Metro Health Plan (CHA) coverage providing it accords Employees with conversion privileges to Massachusetts Mutual coverage.

## VIII. Life Insurance

A. Group term non-contributory life insurance will be \$5,000.00 for all full-time Employees covered by this Agreement. Additional amounts of supplemental life insurance may be purchased at subsidized rates by election of Option #2 or #3 below. A modified subsidized rate structure for the purchase of supplemental life insurance will be effective after October 1, 1968.

Option #1     \$5,000 non-contributory insurance only.

Option #2     \$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.

Option #3     \$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

B. An Employee who participated in the Wayne State University TIAA retirement program for five (5) years and retires after age 60 shall qualify for the retirement life insurance policy in force (currently \$2,500) when Employee retires, fully paid by the University.

C. An employee who does not have the five (5) years of TIAA participation and retires under a University retirement program after age 60 with ten (10) years of University service shall also qualify for the retirement life insurance policy in force (currently \$2,500) when he retires.

D. Employees shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

## IX. Income Disability Programs

A. Eligibility requirement for participation in the short-term and long-term Income Disability programs shall be a minimum of five (5) years of regular full-time service with the University, and less than 64½ years of age at the time the disability commences.

B. Employees shall be entitled to full pay during periods of disability for the number of days accrued in their Absence-With-Pay and Vacation Banks. Any unused vacation remaining through the end of the sixth month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Absence-With-Pay Bank through the end of the sixth month of continuous disability, the Employee will be paid the difference between his/her full-time salary and the amount paid by the insurance carrier (TIAA).

### C. *Short-Term Disability*

1. Upon exhaustion of the Absence-With-Pay and Vacation Banks in less than six (6) months, the Employee shall be paid 50% of his base salary in effect at the time of disability (not to exceed \$500 per month) provided sufficient medical verification is available to indicate the Employee may qualify for Long-Term Disability benefits. These payments will continue through the last day of the sixth month of continuous absence.

2. Short-Term Disability benefits may not exceed six (6) months in any twelve (12) month period.

3. There will be no change in the Major Medical and Life Insurance premium deductions.

4. If the Employee is in the University Retirement Plan, deductions and contributions shall continue based on the Short-Term Disability salary.

### D. *Long-Term Disability*

1. If the disability continues and the long-term income disability insurance carrier (TIAA) approves the disability claim, long-term income disability benefits will be paid starting the first of the month following six (6) months of continuous disability. The benefits will be paid as long as the disability



continues or until the affected individual retires, but in any case not beyond age 65.

2. The individual shall receive a monthly income benefit which, including any disability benefits from social security and/or workmen's compensation, is equal to 60% of the person's basic salary up to \$1,000 per month, plus 40% of any basic salary in excess of \$1,000 per month, but not to exceed a benefit of \$1,500 monthly.

3. The monthly income benefit shall never be less than \$50.

4. The University will continue the basic life insurance coverage. Medical and supplementary Life Insurance premiums will be paid by the Employee at group rates if the Employee wishes to retain his insurance protection.

5. If the Employee is in the University (TIAA) Retirement Plan, the TIAA will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the individual's basic monthly salary at the time disability begins, and shall not exceed 15% of the said monthly salary.

## X. Strikes

The Association 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.

## XI. Seniority

A. *Classification Seniority:* Length of time an Employee has served in a specific classification. Such seniority will be recognized by according Employee(s) job preference consideration for transfer to vacancies of the same classification throughout the University, and assignment to temporary promotional positions of more than thirty (30) days within his department, and will be used to rank Employees on the promotional roster providing the Employee is qualified to perform the work available.

Employees who have transferred or been promoted from one Staff Association classification to another will after one (1) year in the new classification have one-half ( $1/2$ ) of their University continuous service added to their present classification service and the remaining half after three (3) years in such classification.

B. *Total (University) Seniority*: Total continuous service in regular positions of the Employer. Such seniority will be used to determine fringe benefit eligibility.

C. A separation from service, except to serve with the Armed Forces of the United States, or because of an authorized leave, shall void all past seniority rights and benefits.

D. When an Employee is granted an authorized leave-of-absence for reasons other than illness, seniority rights are frozen at the time the leave is granted and no further accrual will be realized until the Employee returns to regular employment.

E. When an Employee is granted an authorized illness leave-of-absence, seniority rights will continue to accrue from the time the illness leave is granted for a period not to exceed one (1) year.

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

### *A. Reduction of Work Force*

In the event it should become necessary to reduce the number of Employees or to formally discontinue a University position to which a Staff Association member is assigned, the University agrees to provide (in writing) the subject Employee and the Association with thirty days notice except in instances of unusual or extenuating circumstances. In such event, the University shall meet with the Association, on request, prior to the contemplated reduction to review how the reduction will be accomplished.

In an effort to provide that Employees with the least seniority are the first to be subject to any necessary work force reduction, the following order of layoff will be implemented:

1. Employees who have not completed the probationary period will be the first laid off within the affected classification in the department or division where reductions are deemed necessary. Any "temporary" position in a classification represented by the Staff Association within such affected units will be reviewed with the Staff Association for possible elimination in lieu of the contemplated reduction of any regular position.

2. The subject Employee with the least seniority in the classification affected within a department or division shall be the first to be laid off provided the Employee(s) remaining have the present ability to perform the work available.

3. If an Employee otherwise scheduled to be laid off has been promoted into his current classification from a lower level of the same classification, he may, instead of being laid off, replace the Employee with the least classification seniority in the next lower level of that classification within the same department or division, provided he has the present ability to perform the work available. The junior Employee thus replaced will then be subject to layoff.

4. In the event that 1,2 and 3 above will not provide an employment opportunity for the Employee to be laid off, every reasonable effort shall be made to effect a transfer to any open and posted job for which he has the present ability to perform the work available.

5. In the event an Employee is transferred to a position in a classification in which the transferee had previous University experience, said Employee shall receive a salary at the Step equivalent to the Step previously held in that classification, but not less than the Fourth (4th) Step of the new classification. In no event shall the transferred Employee receive a higher salary than he was receiving at the time of transfer.

6. If the Employee is transferred to a classification in which he has no previous University experience, said Employee will receive a salary commensurate with his qualifications in the same manner as would be determined for a new Employee.

7. A transfer shall not result in a reduction of "total University seniority."

8. All transfers described above shall be subject to a six (6) month job performance evaluation.

## B. *Recall*

1. Recall shall be in inverse order of layoff, and laid off Employees shall be recalled before any new Employees are hired, provided they have the present ability to perform the work available.

2. Notice of recall shall be sent to the "laid off" Employee at his last address of record by registered or certified mail. If the Employee fails to respond within five (5) days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if he does not agree to report to work within ten (10) days from the date of response, he shall be terminated. Extension of the five (5) day period of response and the ten (10) day report-to-work period may be granted by the University.

3. The University shall maintain a list of laid off Employees according to seniority. Laid off Employees shall have "recall" rights for a period equal to their length of service up to one (1) year.

4. Probationary Employees shall not be extended "recall" rights.

5. Upon return to work, a layoff shall be treated as a leave of absence for determining seniority, salary, fringe benefits, and other conditions of employment. However, such a returning Employee shall receive up to six (6) months additional "total (University) seniority" to be applied to his promotional eligibility.

## C. *Demotional Transfers*

1. The University shall maintain a listing of Employees who accept a demotional transfer in lieu of layoff.

2. Employees who accept demotional transfers in lieu of layoff shall be accorded the opportunity to return to their former positions in the event said position is reestablished within a period equal to their length of service up to one (1) year from date of demotional transfer.

3. Employees who accepted a demotional transfer shall be afforded priority to return to their former classification over laid off Employees who declined a demotional transfer.

4. "Preferential" consideration shall also be accorded demotional transfer Employees as candidates for other position openings in their former classifications for a period not to exceed six (6) months. Such preferential privilege shall not be accorded more than two (2) times within the stated time period. At the end of the six (6) month period, such a demotional transfer Employee shall be considered the first promotional candidate.

### **XIII. Grievance Procedure**

#### *A. Definition of Grievance*

A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

#### *B. Group Grievances*

In the event that Employees have a group grievance, the Association Representative shall submit the grievance on behalf of all named and similarly affected Employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every Employee in the group. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the Grievance Procedure. Any other group grievance shall begin at Step 3.

#### *C. Procedure*

##### *1. Step One*

An aggrieved Employee should promptly notify his immediate supervisor that he has a grievance. After first having notified the immediate supervisor of the grievance, the Employee may at his option discuss the matter directly with the supervisor or call his Association Representative for the purpose of attempting to adjust the grievance.

##### *2. Step Two*

If the aggrieved Employee does not receive a satisfactory oral answer, or if he does not receive any answer at Step 1 within three (3) mutual working days following the day of

oral presentation, the Association Representative may reduce the grievance to writing and submit it to the department head (or equivalent level of supervisor), or his designated representative.

A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume that the Employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this Agreement.

The grievance shall be submitted on forms provided by the University, dated, and signed by the aggrieved Employee(s) and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The department head (or equivalent level of supervisor), or his designated representative, will meet with the aggrieved Employee and the Association Representative within ten (10) calendar days of receipt of the written grievance.

A disposition will be given in writing to the Association within ten (10) calendar days following the meeting. If the Association does not receive a satisfactory written answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Association may submit the grievance to the next step of the grievance procedure. Any grievance not appealed in writing to Step 3, from an answer at Step 2, within ten (10) calendar days of such answer (or lack of answer), shall be considered settled and not subject to further review.

### 3. *Step Three*

An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Personnel Director, or his designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the appeal. Representatives of the University, not to exceed three (3) in number, will meet with representatives of the Association, not to exceed three (3) in number (including the aggrieved Employee). Additional persons may be present by mutual agreement. A disposition will be given in writing to the Association within ten (10)

calendar days following the meeting. If the Association does not receive a satisfactory written answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Association may submit the grievance to the Joint Review Committee. Any grievance not appealed in writing to the Joint Review Committee, from an answer at Step 3, within ten (10) calendar days of such answer (or lack of answer), shall be considered settled and not subject to further review.

#### 4. *Joint Review Committee*

An appeal of a grievance from Step 3 to the Joint Review Committee shall be made in writing to the Wayne State Executive Director of Employment Relations. The Joint Review Committee shall be composed of two representatives of the University and two representatives of the Association who shall meet within ten (10) calendar days of receipt of the written appeal and render a decision within ten (10) calendar days of such meeting. The Joint Review Committee shall make such rules and regulations for its conduct as it deems fit and proper, and its decisions shall be final and binding upon the parties. One of the University representatives shall be the Executive Director of Employment Relations, or his designee, and one of the Association representatives shall be the Association President, or his designee, or the Chairman of the Association's Negotiating Team.

#### 5. *Arbitration*

In the event the Joint Review Committee is unable to reach a decision or satisfactory settlement of the grievance, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days of the expiration of the decision time limit placed on the Joint Review Committee. Written notice to the American Arbitration Association with a copy to the other party shall constitute request for arbitration.

a) The arbitration proceedings shall be conducted by an arbitrator who shall be selected by the Employer and the Association within seven (7) working days after notice of arbitration 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 Association shall have the right to strike two names from the panel. The University and the Association shall on alternate grievances strike the first name. On the first grievance submitted to arbitration under this contract the Association will strike the first name and the process will be reversed for subsequent grievances.

b) 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 the Agreement and is submitted to him consistent with the provisions of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement.

c) The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.

d) There shall be no appeal from an arbitrator's decision. It shall be final, exclusive and binding to the Association, on all the Bargaining Unit Employees, and on the University. The Association will discourage any attempt by any Bargaining Unit Employee, and will not cooperate with any Bargaining Unit Employee, in any appeal to any court or labor board from a decision of the arbitrator.

e) The University, in no event, shall be required to pay back wages for more than thirty (30) calendar days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the Employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the Employee files his grievance within thirty (30) working days after he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any unemployment compensation, or additional or new wages for personal services that he may have received from any source during the period in question.

f) The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.



g) The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.

h) Expenses of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. 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 pays for the record.

D. In the event the Association 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 Unit or his designated representative.

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.

#### 6. *Time Limits*

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

## XIV. Salaries

A. Salaries for Employees in the classifications covered by this Agreement shall be in accordance with the attached salary schedules shown on Appendix A and B. The salary grade for each of the classifications covered by this Agreement shall be in accordance with the schedules shown on Appendix C attached to this Agreement.

B. Effective July 1, 1972, each Employee at or below the maximum for his/her classification shall receive an increase of 3% of the 1971-72 rate paid at the time of the signing of this Agreement. Each Employee above the maximum for his/her classification shall receive an increase of 2% of the 1971-72 rate paid at the time of the signing of this Agreement.

C. As indicated in Appendix A, the minimum and maximum for each pay grade for 1972-73 shall be increased by 3%.

D. In addition to the increase specified in paragraph "B"

above, eligible Employees shall receive Step increases of 5%, not to exceed the grade maximum, on their anniversary date.

E. Effective July 1, 1973, each Employee at or below the maximum for his/her classification shall receive an increase of 3% of the 1972-73 rate paid on June 30, 1973. Each Employee above the maximum for his/her classification shall receive an increase of 2% of the 1972-73 rate paid on June 30, 1973.

F. As indicated in Appendix B, the minimum and maximum for each pay grade for 1973-74 shall be increased by 3%.

G. In addition to the increase specified in paragraph "E" above, eligible Employees shall receive Step increases of 5%, not to exceed the grade maximum, on their anniversary date. For 1973-74 only, any Office Assistant I or Secretary I, who is not at the first step of their pay grade, as of July 1, 1973, shall be advanced to the first step on July 1, 1973, in lieu of waiting until their scheduled anniversary date. Such persons shall not receive a Step increase on his/her next regular anniversary date. The minimum starting rate for Secretary I and Office Assistant I shall be the first Step of the current Salary Range 5 and 6, respectively, effective July 1, 1973.

#### H. *Anniversary Dates*

1. The anniversary dates for Employees hired prior to July 1, 1968, shall be the beginning of the first full pay period in July.
2. The anniversary date for Employees hired after July 1, 1968, or those reclassified after that date shall be the beginning of the first full pay period of the month in which the Employee's anniversary hire date or reclassification occurs.
3. Employees who return from an approved leave of absence, or layoff, will have their anniversary date adjusted in accordance with established University policy.

I. Except for increases specifically authorized in this Agreement, Employees who are above the maximum of their classification shall be "red-circled" and shall be subject to possible upgrading or reclassification at a rate not less than the "red-circled" rate.

## XV. Longevity

A. All regular full-time salaried 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<br/>Gross Earnings Not to<br/>Exceed \$7,000</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 salaried, 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. For purposes hereof, should October 1 fall on a Saturday or Sunday, October 1 shall be construed to be the first working day in October.

D. To be eligible for longevity payment subsequent to the first payment, an Employee must have completed continuous full-time salaried, active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous full-time salaried, 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 upon expiration of "recall" rights
- (d) Removal from active pay status
- (e) Less than full-time employment
- (f) Retirement

G. Employees absent from work due to lay off, 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 \$7,000.00.

I. 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.

## XVI. Vacation

1. Vacation time off shall be scheduled with the supervisor, and shall be in accordance with the operational needs of the administrative unit.
2. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time subject to conditions in Step 1.
3. Vacation accumulated as of January 1, should not exceed the Employee's annual vacation allowance.
4. When there is good reason, changes relative to Step 2 and 3 may be made with written permission of the Administrative Head of the unit. A copy of this written permission shall be forwarded to the University Personnel Office.
5. In no case shall accrued vacation time extend beyond the sum of twice the Employee's annual vacation allowance.
6. The Vacation Table listed below shall apply to all regular full-time secretarial, clerical, and technical Employees. It is exclusive of "paid holidays" or any special days off with pay designated by the President.

| <i>Length of Service</i>  | <i>Annual Vacation Rate</i> |
|---------------------------|-----------------------------|
| Initial hiring date       | 12 days                     |
| After 4 years of service  | 15 days                     |
| After 10 years of service | 20 days                     |
| After 15 years of service | 23 days                     |

7. For new Employees, six days shall be credited at the *end* of six (6) months, none prior thereto. Vacation may be taken in accordance with Step 1. Additional days accrue according to the above Table.
8. Employees who leave the University after six (6) months of continuous service shall be paid for unused vacation days at the time of termination.

## XVII. Pregnancy and Related Illness

- A. The University regards leaves for pregnancy and related illnesses with provision of 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:
  - 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 limitations, 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.

B. *Use of Illness Bank for Maternity Related Illnesses*

1. 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.
2. 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.

3. Any pregnancy related illness or disability which continues for two (2) weeks beyond date of delivery must be verified by the Employee's physician to the satisfaction of the University Health Service.
4. 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.

#### C. *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.

#### D. *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.

#### E. *Return Rights*

1. The dean or director of the Employee's administrative unit will provide written notice to the University Personnel Office as to whether the Employee's position will be kept vacant, or filled with temporary help for the designated period.
2. If the Employee's position cannot be committed as a held vacancy or filled with temporary help for the designated period, the Employee will be assured reinstatement to a vacancy elsewhere within the University.
3. The Employee may return to work up providing reasonable notification to the University of availability for employment under the following conditions:
  - a) The Employee shall confirm in writing to the University Personnel Office, at least sixty (60) days in advance, intention of resumption of employment and the anticipated date of availability.

- b) The Employee shall be placed in a University position as soon as a vacancy exists for which the Employee qualifies.
- c) The Employee will return to work with: 1) the same salary as in effect prior to leave increased by adjustments granted to the classification in the interim not exceeding the maximum of the classification; 2) eligibility for all benefits will be continued at the Employee's option as they were prior to leave; 3) such leave time is deductible from continuing service; 4) the returned Employee placed in a lower classification shall be offered the opportunity to return to his/her former classification, with all provisions of 3-C above, by placement at the top of the Promotion Roster.

#### F. *Insurance Continuance*

Group medical and life insurance coverage may be continued by the Employee during the leave by paying the full group rate.

## XVIII. Other Policies and Procedures

Except for changes contained in this Agreement, the current policies of the Employer relating to working conditions as approved by the Board of Governors on July 11, 1968 (Proceedings, p. 1482), and as amended to the date of this Agreement, shall govern the working relationship between Employer and Employees for the duration of this Agreement.

## XIX. Continued Study

A. The Employer and the Association will from time to time during the life of this Agreement, at the request of either party and mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration and interpretation of this Agreement, and to propose such amendments as are deemed necessary. Such amendments may be given effect prior to the termination date of this Agreement, if mutually agreed by both parties.



B. Special Conferences under this Agreement between the Association and the University are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Association's President, or his designated representative, upon request of either party. Such meetings shall be between two (2) representatives of the University and two (2) representatives of the Association. More representatives of the Association or University may attend by mutual agreement. Special Conferences shall be arranged in advance and shall be held within ten (10) working days of the request for the conference. The ten-day limit may be extended by mutual agreement. An agenda for the matters to be discussed at this Special Conference shall be presented at the time the conference is requested. The matters taken up at the Special Conference shall include only those items on the agenda.

## XX. Miscellaneous

A. In selecting the two additional days designated in the manual of Policies and Procedures, page 43, C-02, the President will consult with the Wayne State University Staff Association.

B. The Personnel Policies and Procedures Manual, dated November 13, 1968, Paragraph IV of the Introduction thereto shall read:

"Exceptions to the policies or procedures provided in the Personnel Policies and Procedures Manual which has been adopted as a part of this Agreement shall be made only in writing by the Vice President in charge of Personnel. Copies of such written exceptions executed by such Vice President shall be forwarded by said Vice President forthwith to the Secretary of the Staff Association."

Paragraph II, B, Page 37 shall read:

"Roster position may be waived to permit promotion of a staff member within his/her department and also for Employees faced with layoff."

C. A detailed monthly report of transfers and promotions of Employees represented by the Staff Association will be forwarded by the Personnel Department to the Secretary of the Staff Association with sufficient data so that the Staff Association can determine whether such transfers, promotions and/or adjustments are made in accordance with the Policies and Procedures Manual and the terms of this contract.

D. Copies of all Employee job position postings shall be mailed forthwith to the Secretary of the Staff Association.

E. After completion of five (5) years' continuous service upon separation from the Employer's service for reasons other than retirement, Employer shall pay the Employee one-quarter of his accumulated sick leave to a maximum pay for fifteen (15) days, providing that the Employee has given Employer one week's notice of intent to separate.

## **XXI. Change and Termination**

This Agreement shall remain in full force and effect until June 30, 1974, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

## **XXII. Savings Clause**

If any provision of this Agreement shall be found to be contrary to Federal or State Law, that portion only shall be deemed null and void and such a determination shall not affect any other portion of this Agreement.

WAYNE STATE UNIVERSITY STAFF ASSOCIATION

By Clifford M. Sheats

*President, WSU Staff Association*

By Frances W. McCormack

By N. Elizabeth Ware

By Wendy Hamilton

By Virginia M. Wood

By Kathleen P. Jones

By Charles M. Bayer

WAYNE STATE UNIVERSITY

By J. Don Marsh

*Executive Director of Employment Relations*

By J. Thomas Priemer

By George J. Morosan

By Kenneth M. Smythe

DATED: MAY 9, 1973

**APPENDIX A**  
**SECRETARIAL, CLERICAL, AND TECHNICAL SALARY SCHEDULE**  
**1972 - 73**

| <i>Salary Range</i> | <i>Minimum</i> | <i>First Step</i> | <i>Second Step</i> | <i>Third Step</i> | <i>Fourth Step</i> | <i>Authorized Maximum</i> |
|---------------------|----------------|-------------------|--------------------|-------------------|--------------------|---------------------------|
| 1                   | \$ 4,646       | \$ 4,878          | \$ 5,122           | \$ 5,378          | \$ 5,647           | \$ 5,844                  |
| 2                   | 4,885          | 5,129             | 5,385              | 5,654             | 5,937              | 6,122                     |
| 3                   | 5,125          | 5,381             | 5,650              | 5,933             | 6,230              | 6,408                     |
| 4                   | 5,364          | 5,632             | 5,914              | 6,210             | 6,521              | 6,726                     |
| 5                   | 5,417          | 5,688             | 5,972              | 6,271             | 6,585              | 7,367                     |
| 6                   | 5,563          | 5,841             | 6,133              | 6,440             | 6,762              | 8,115                     |
| 7                   | 5,605          | 5,885             | 6,179              | 6,488             | 6,812              | 7,048                     |
| 8                   | 6,116          | 6,422             | 6,743              | 7,080             | 7,434              | 7,692                     |
| 9                   | 6,726          | 7,062             | 7,415              | 7,786             | 8,175              | 8,411                     |
| 10                  | 7,048          | 7,400             | 7,770              | 8,159             | 8,567              | 8,812                     |
| 11                  | 7,367          | 7,735             | 8,122              | 8,528             | 8,954              | 9,214                     |
| 12                  | 7,690          | 8,075             | 8,479              | 8,903             | 9,348              | 9,608                     |
| 13                  | 8,009          | 8,409             | 8,829              | 9,270             | 9,734              | 10,088                    |
| 14                  | 8,411          | 8,832             | 9,274              | 9,738             | 10,225             | 10,573                    |
| 15                  | 8,812          | 9,253             | 9,716              | 10,202            | 10,712             | 11,054                    |
| 16                  | 9,214          | 9,675             | 10,159             | 10,667            | 11,200             | 11,533                    |
| 17                  | 9,608          | 10,088            | 10,592             | 11,122            | 11,678             | 12,091                    |
| 18                  | 10,096         | 10,601            | 11,131             | 11,688            | 12,272             | 12,654                    |
| 19                  | 10,575         | 11,104            | 11,659             | 12,242            | 12,854             | 13,294                    |
| 20                  | 11,051         | 11,604            | 12,184             | 12,793            | 13,433             | 13,935                    |
| 21                  | 11,533         | 12,110            | 12,716             | 13,352            | 14,020             | 14,580                    |
| 22                  | 12,089         | 12,693            | 13,328             | 13,994            | 14,694             | 15,298                    |

**APPENDIX B**  
**SECRETARIAL, CLERICAL, AND TECHNICAL SALARY SCHEDULE**  
**1973 - 74**

| <i>Salary Range</i> | <i>Minimum</i> | <i>First Step</i> | <i>Second Step</i> | <i>Third Step</i> | <i>Fourth Step</i> | <i>Authorized Maximum</i> |
|---------------------|----------------|-------------------|--------------------|-------------------|--------------------|---------------------------|
| 1                   | \$ 4,785       | \$ 5,024          | \$ 5,275           | \$ 5,539          | \$ 5,816           | \$ 6,019                  |
| 2                   | 5,032          | 5,284             | 5,548              | 5,825             | 6,116              | 6,306                     |
| 3                   | 5,279          | 5,543             | 5,820              | 6,111             | 6,417              | 6,600                     |
| 4                   | 5,525          | 5,801             | 6,091              | 6,396             | 6,716              | 6,928                     |
| 5                   | 5,580          | 5,859             | 6,152              | 6,460             | 6,783              | 7,588                     |
| 6                   | 5,730          | 6,017             | 6,318              | 6,634             | 6,966              | 8,358                     |
| 7                   | 5,773          | 6,062             | 6,365              | 6,683             | 7,017              | 7,259                     |
| 8                   | 6,299          | 6,614             | 6,945              | 7,292             | 7,657              | 7,923                     |
| 9                   | 6,928          | 7,274             | 7,638              | 8,020             | 8,421              | 8,663                     |
| 10                  | 7,259          | 7,622             | 8,003              | 8,403             | 8,823              | 9,076                     |
| 11                  | 7,588          | 7,967             | 8,365              | 8,783             | 9,222              | 9,490                     |
| 12                  | 7,921          | 8,317             | 8,733              | 9,170             | 9,629              | 9,896                     |
| 13                  | 8,249          | 8,661             | 9,094              | 9,549             | 10,026             | 10,391                    |
| 14                  | 8,663          | 9,096             | 9,551              | 10,029            | 10,530             | 10,890                    |
| 15                  | 9,076          | 9,530             | 10,007             | 10,507            | 11,032             | 11,386                    |
| 16                  | 9,490          | 9,965             | 10,463             | 10,986            | 11,535             | 11,879                    |
| 17                  | 9,896          | 10,391            | 10,911             | 11,457            | 12,030             | 12,454                    |
| 18                  | 10,399         | 10,919            | 11,465             | 12,038            | 12,640             | 13,034                    |
| 19                  | 10,892         | 11,437            | 12,009             | 12,609            | 13,239             | 13,693                    |
| 20                  | 11,383         | 11,952            | 12,550             | 13,178            | 13,837             | 14,353                    |
| 21                  | 11,879         | 12,473            | 13,097             | 13,752            | 14,440             | 15,017                    |
| 22                  | 12,452         | 13,075            | 13,729             | 14,415            | 15,136             | 15,757                    |

## APPENDIX C

# CLASSIFICATIONS REPRESENTED BY THE STAFF ASSOCIATION

| <i>Classification</i>                           | <i>Salary<br/>Range</i> |
|---|-------------------------|
| Accounting Assistant .....                      | 13                      |
| Accounting Clerk .....                          | 9                       |
| Addressograph Operator I .....                  | 8                       |
| Addressograph Operator II .....                 | 11                      |
| Addressograph/QDC Manager .....                 | 17                      |
| Assistant Director/WDET .....                   | 10                      |
| Assistant Technical Theatre Director .....      | 13                      |
| Associate Director/CIT .....                    | 14                      |
| Associate Director/WDET .....                   | 14                      |
| Bookkeeping Machine Operator .....              | 6                       |
| Bookstore Assistant .....                       | 13                      |
| Building Cordinator — Student Center .....      | 14                      |
| Communications Controller — Public Safety ..... | 12                      |
| Commucationni                                   |                         |
| Communications Technician I .....               | 11                      |
| Communications Technician II .....              | 14                      |
| Communications Technician III .....             | 16                      |
| Computer Documentation Librarian .....          | 13                      |
| Computer Production Controller .....            | 14                      |
| Computer Tape Library Clerk .....               | 9                       |
| Director/CIT .....                              | 18                      |
| Director/WDET .....                             | 18                      |
| Dispatcher .....                                | 11                      |
| Driver .....                                    | 9                       |
| Duplicating Machine Operator I .....            | 8                       |
| Duplicating Machine Operator II .....           | 11                      |
| Electroencephalograph Technician .....          | 6                       |
| Electronics Assistant .....                     | 10                      |
| Electronics Technician I .....                  | 14                      |
| Electronics Technician II .....                 | 16                      |
| Electronics Technician III .....                | 18                      |
| Electronics Technician, Senior .....            | 20                      |
| Glass Instrument Maker I .....                  | 15                      |

| <i>Classification</i>                        | <i>Salary<br/>Range</i> |
|--|-------------------------|
| Glass Instrument Maker II .....              | 19                      |
| Graphic Arts Assistant I .....               | 8                       |
| Graphic Arts Assistant II .....              | 10                      |
| Graphic Arts Coordinator .....               | 16                      |
| Graphic Designer .....                       | 15                      |
| Health Physics Technician I .....            | 6                       |
| Health Physics Technician II .....           | 10                      |
| Histology Technician I .....                 | 6                       |
| Histology Technician II .....                | 11                      |
| Instrumentation Technician I .....           | 15                      |
| Instrumentation Technician II .....          | 19                      |
| Keypunch Operator I .....                    | 6                       |
| Keypunch Operator II .....                   | 9                       |
| Keypunch Assistant Supervisor .....          | 11                      |
| Keypunch Supervisor .....                    | 13                      |
| Laboratory Aide .....                        | 5                       |
| Laboratory Animal Assistant Supervisor ..... | 12                      |
| Laboratory Manager .....                     | 17                      |
| Laboratory Supervisor .....                  | 15                      |
| Mail Supervisor .....                        | 14                      |
| Medical Illustrator .....                    | 18                      |
| Medical Photographer I .....                 | 14                      |
| Medical Photographer II .....                | 17                      |
| Medical Photographer, Chief .....            | 22                      |
| Medical Technologist I .....                 | 13                      |
| Medical Technologist II .....                | 15                      |
| Morgue Supervisor .....                      | 11                      |
| Neighborhood Relations Assistant .....       | 5                       |
| Nursery School Attendant .....               | 7                       |
| Office Assistant I .....                     | 5                       |
| Office Assistant II .....                    | 11                      |
| Office Assistant III .....                   | 16                      |
| Production Control Supervisor .....          | 20                      |
| Publications Production Assistant .....      | 12                      |
| Registered Nurse .....                       | 14                      |
| Registered Nurse, Head .....                 | 16                      |
| Secretary I .....                            | 6                       |
| Secretary II .....                           | 12                      |

| <i>Classification</i>            | <i>Salary<br/>Range</i> |
|----------------------------------|-------------------------|
| Secretary III .....              | 16                      |
| Storekeeper I .....              | 16                      |
| Storekeeper II .....             | 18                      |
| Stores Clerk I .....             | 8                       |
| Stores Clerk II .....            | 11                      |
| Switchboard Operator .....       | 8                       |
| Switchboard Operator, Head ..... | 11                      |
| Tabulating Operator I .....      | 9                       |
| Theatre Costumer .....           | 11                      |
| X-Ray Technician .....           | 11                      |
| X-Ray Therapy Technician .....   | 11                      |



# Supplemental Letters of Agreement

WAYNE STATE UNIVERSITY

February 19, 1973

Mr. Clifford W. Seats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS  
REFERENCE: *Agency Shop Date*

Dear Mr. Seats:

In the event that the pending Supreme Court appeal permits "Agency Shop" clauses in institutional labor agreements, the University will honor the demand of the W.S.U. Staff Association that its Agreement stipulate that after the date of January 1, 1966, represented employees will be subject, as a "condition of employment," to maintain membership in the Association.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

cc: C. Bayer  
G. Morosan  
T. Priemer  
K. Smythe  
E. L. Cushman

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WAYNE STATE UNIVERSITY

April 24, 1973

Mr. Charles M. Bayer  
Attorney at Law  
Moll, Desenberg, Purdy, Glover and Bayer  
3466 City National Bank Building  
Detroit, Michigan 48226  
REFERENCE: *Health Insurance Improvements*

The University agrees to offer to the Staff Association, and I understand that you are willing to accept the following

improvements in the Massachusetts Mutual Health Insurance Program. These improvements will be implemented when all unions on campus affected by the program agree.

The improvements will be as follows:

1. FULL MEDICAL CARE — RETIREES

For retirees over age 65, the present coverage of Supplementary 65 will be changed to a plan of Coordination of Benefits with Medicare.

2. MAJOR MEDICAL MAXIMUM

The present maximum of \$20,000 per accident or illness will be eliminated and an unlimited maximum will be provided which will be applicable to the accidents or illnesses occurring after the effective date of change.

3. ELIMINATION OF THE PRE-EXISTING CONDITION CLAUSE

The present \$1,000 pre-existing condition clause will be eliminated.

4. EARLY RETIREES

The University will make available to early retirees and their dependents, the same coverage as active employees.

5. SUPPLEMENTAL ACCIDENT COVERAGE

The University will eliminate the 24-hour requirement presently in our accident plan and will permit a 90-day claim period for accident claims.

6. RADIATION THERAPY

The University will increase radiation therapy coverage from the present \$250 to \$450 on a scheduled basis.

It is our intent to provide these increased benefits to all employees presently covered by Massachusetts Mutual. We will in the near future be seeking approval of this additional coverage from all unions.

Very truly yours,  
Kenneth M. Smythe  
University Attorney

KMS/dr

cc: J. Don Marsh

# Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

February 19, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS  
REFERENCE: *University Retirement Program*

Dear Mr. Sheats:

If the University finds it possible to modify the present eligibility requirements for voluntary employee inclusion in the University Retirement Program, such modified requirements shall be extended to interested employees represented by the W.S.U. Staff Association.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

cc: C. Bayer  
E. L. Cushman  
G. Morosan  
T. Priemer  
K. Smythe

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WAYNE STATE UNIVERSITY

February 26, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS  
REFERENCE: *Appearance Before the W.S.U.  
Board of Governors*

Dear Mr. Sheats:

For your information, Article IV, Miscellaneous, Section

4.2, *Official Proceedings*, December 9, 1971, states:

"All requests to appear before a regularly scheduled meeting of the Board shall be made in writing and received by the Office of the Secretary of the Board 72 hours prior to the meeting. Said requests shall state the reasons for appearing before the Board, and shall include any relevant materials related to the subject matter of the request."

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

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WAYNE STATE UNIVERSITY

April 30, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS

REFERENCE: *Pre-existing Conditions Protection*

Dear Mr. Sheats:

If the University should cancel Metro Health Plan coverage (ref.: Article VII, Item D), conversion privileges to Massachusetts Mutual will afford protection for any pre-existing conditions of the insured.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

# Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

April 30, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS  
REFERENCE: *Excluded Secretarial Positions*

Dear Mr. Sheats:

During our negotiations, we agreed to exclude from the W.S.U. Staff Association bargaining unit all secretaries in the Office of the Executive Director of Employment Relations and all secretaries in the Office of the University Attorney.

At the present time there are two (2) secretarial positions in the Office of the Executive Director of Employment Relations and three (3) secretarial positions in the Office of the University Attorney. During the term of this contract the number of such secretaries in these offices (excluded from the unit) will not be increased.

We understand the Association's concern that exemptions to the membership in the Association will continue to expand. It is not the intent of the University to undermine the Association's security by creating more exempt jobs.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

# Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

April 30, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS

REFERENCE: *Hiring "Step" Maximum*

Dear Mr. Sheats:

It is the University's intent, when hiring employees in classifications within the jurisdiction of the W.S.U. Staff Association, not to hire above the fourth (4th) Step of the appropriate salary grade.

Sincerely,  
J. Don Marsh  
Executive Director  
of Employment Relations

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WAYNE STATE UNIVERSITY

April 30, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS

REFERENCE: *Special Study Committee*  
*re: Christmas/New Years*

Dear Mr. Sheats:

The W.S.U. Staff Association and the University are agreed that a special Study Committee will be convened, after this Agreement is signed upon request of the Association, for the purpose of examining the practicality of proposals advanced for closing the campus between Christmas and New Years.

Sincerely,  
J. Don Marsh  
Executive Director  
of Employment Relations

# Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

April 18, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS

REFERENCE: *Pending Grievances re:  
January 1 and 2, 1973*

Dear Mr. Sheats:

The purpose of this letter is to briefly reiterate some of the final items of agreement between the University and the Staff Association as agreed on April 9, 1973, before Richard Terepin, State Mediator.

The University has agreed to pay in full all employees represented by the Staff Association for the holidays of December 29, 1972, and January 1, 1973. Further, the University agrees to add one day to the sick bank of every employee represented by the Staff Association who was absent on January 2 and 3, 1973, and was not paid in full for either day. The University will also add at least  $\frac{1}{2}$  day to the sick bank of any employee who worked either January 2 or 3, providing said employee was paid in full for such work, otherwise said employee would receive a full day addition to his sick bank. The University reserves the right to add one day to the sick bank of each and every employee represented by the Staff Association.

Additionally, the Staff Association will review each of the approximately 408 pending grievances requesting absence with pay, et seq., for the days of January 2 and 3 with the purpose of ascertaining which of the aforementioned grievances have reasonably valid justifications for full pay for the aforementioned days. The Staff Association will exercise good faith in said selection process, it being doubtful that those

# Supplemental Letters of Agreement

(Continued)

grievances deemed "justified" would exceed 25% of the approximate total of 408. In any case, those grievances deemed "justified" shall go directly to the director of personnel for the University, who will conduct a fair, thorough, and individual hearing on each of said grievances. If after such individual hearings, the director of personnel deems any grievance "justified," the employee affected shall be paid in full for the appropriate days, viz., January 2 and/or January 3. If the director of personnel deems any grievance not be "justified," no other remedy shall be pursued by the employee under the auspices or encouragement of the Staff Association.

Additionally, the University has agreed to issue separate checks containing Association-represented employee's retroactive pay hikes under the 1972-1973 contract and the longevity increase, providing the cost of distributing said check is reasonable.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

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WAYNE STATE UNIVERSITY

April 30, 1973

Mr. Clifford W. Sheats, President  
W.S.U. Staff Association  
150 Administrative Services Building  
CAMPUS

REFERENCE: *Wage Adjustments for Former Employees*

Dear Mr. Sheats:

In the course of our recent negotiations it was agreed that wage adjustments called for in our new Agreement will be



# Supplemental Letters of Agreement

(Continued)

paid eligible former Employees represented by the W.S.U. Staff Association upon receipt of a written request to Mr. George Morosan, Director of Personnel, within thirty (30) days following the ratification and signing of our Agreement.

Sincerely,

J. Don Marsh  
Executive Director  
of Employment Relations

cc: Charles M. Bayer  
Frances McCormick  
E. L. Cushman  
K. Smythe  
T. Priemer  
G. Morosan  
R. Bursick

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