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Wayne State University

Agreement Between

WAYNE STATE UNIVERSITY

and

WAYNE STATE UNIVERSITY

STAFF ASSOCIATION

LABOR AND INDUSTRIAL

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Michigan State University



July 1, 1974 - June 30, 1976

Agreement Between
WAYNE STATE UNIVERSITY
and
WAYNE STATE UNIVERSITY
STAFF ASSOCIATION



July 1, 1974 - June 30, 1976

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AGREEMENT

THIS AGREEMENT is entered into as of the 24th day of October, 1974, 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 included in the classifications described below except student assistants:

- 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 I
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 Manager

Laboratory Supervisor
Mail Supervisor
Medical Illustrator
Medical Photographer I
Medical Photographer II
Medical Photographer, Chief
Medical Technologist I
Medical Technologist II
Morgue Attendant
Morgue Supervisor
Neighborhood Relations Assistant
Nursery School Attendant
Office Assistant I
Office Assistant II
Office Assistant III
Production Control Supervisor
Publications Production Assistant
Recreation Facility Manager
Registered Nurse
Registered Nurse, Head
Reproductions Services Assistant I
Reproductions Services Assistant II
Secretary I
Secretary II
Secretary III
Service (Night) Clerk — UCB
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) Secretaries to the Executive Director of Employment Relations
- (8) Secretary to the Provost
- (9) 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, 1966, 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, 1966, 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 Service Fee 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 "Authorization for Payroll Deduction for Union or Association Service Fee" form.

3. The Employer shall not be responsible for checking off or collecting service fees 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. *Work Day/Work Week*

1. The work day shall be seven and one-half (7½) hours; the work week shall be thirty-seven and one-half (37½) hours, and shall be any five (5) consecutive day period within a seven (7) day period normally beginning on Monday.
2. A work schedule shall be established for each department, office of position on an annual basis, with the specifications of such reasonably predictable variations as the operation

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. *Overtime*

1. The Employer and the Association recognize that on occasion it may be necessary for the Employer to request Employees to work overtime. The Association agrees to cooperate with the Employer when these occasions arise as herein provided and in accordance with all applicable provisions of Federal and State law.
2. An Employee shall be given as much advance notice of overtime as possible.
3. An Employee requested to work on the sixth or seventh day of his regular work week shall be guaranteed a minimum of three (3) hours overtime compensation.
4. Paid sick leave, holidays and vacation will be treated as days worked in computing the weekly overtime compensation.
5. The Employer shall make every effort to minimize overtime by adequate staffing, and it should only be necessary to request an Employee to work beyond his normal work schedule under unusual circumstances.

C. *Overtime Compensation*

1. 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 unit of time.
2. Time and one-half shall be compensated an Employee for all hours worked on the sixth day and double time on the seventh consecutive day of his regular work week with a guarantee of three (3) hours for any of such overtime.
3. An Employee who works on any of the University's observed holidays shall be compensated at time and one-half ($1\frac{1}{2}$) in addition to his regular daily pay.

4. Any overtime properly reported to the Payroll Office earned before the payroll closing date will be paid on the nearest following pay day.

D. Stand-by

1. In those situations when an Employee is officially directed by his supervisor, with the authority of his Administrative Head, to remain at a specific location and at a known telephone number prepared to report to work upon notification, said Employee shall be considered on official Stand-by Status. Normally, Stand-by needs will be made known the working day prior to anticipated notification to report to work.
2. Compensation for such official Stand-by Status shall be paid up to a maximum of two (2) hours at the Employee's straight time rate of pay and shall not be counted as part of the standard work week.

VI. Meal Allowance for Overtime Worked

- A. A cash meal allowance of \$3.00 shall be provided whenever an Employee works more than two (2) hours overtime beyond the normal work schedule in a given day excluding time taken for meals.
- B. In order to qualify for the cash meal allowance the overtime must be properly authorized.
- C. The Employee shall take at least 30 minutes after his normal work day to eat and then return to his job.
- D. A meal allowance shall not be provided when an Employee works continuously for two (2) hours or more following his normal work day without taking time off for a meal.

VII. Holidays

- A. Regular Employees on active pay status are granted time off with pay or are otherwise compensated (Article V, C-3) for the following legal and special holidays:

1974-75

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day
Two days designated by the
President

1975-76

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day

- B. When one of the six above national holidays falls on a Saturday or Sunday, another day shall be observed as the holiday. If a holiday falls on an Employee's regular day off, time off work with pay on another day shall be observed as a holiday.
- C. The holiday shall be the consecutive twenty-four (24) hour period starting with the Employee's starting time on the calendar day on which the holiday is observed.
- D. To be eligible for holiday pay the Employee must work his/her last scheduled work day prior to and and his/her first scheduled work day following the holiday, unless failure to work on either or both such days is excused time off with pay in accordance with illness and vacation day provisions.

VIII. Christmas/New Years Closure

Effective 1975, Employees will be given the time off with pay between Christmas and New Years. Any Employee required to work between Christmas and New Years will be given compensatory time off at a later date.

IX. 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).

X. 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 (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.

XI. 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.

XII. 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 Mejour Medical and Life Insurance premium deductions.
 4. If the Employee is in the University Retirement Plan, deductions and contributions shall continued 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.

XIII. 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.

XIV. 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 considera-

tion 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 ($\frac{1}{2}$) 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.

XV. 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 (30) 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.

XVI. 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 twenty (20) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within twenty (20) 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.

XVII. Salaries

A. General Increase

1. Salaries for Employees in the classifications covered by this Agreement shall be in accordance with Appendix A and Appendix B. The salary range for each classification covered by this Agreement shall be in accordance with Appendix C.

2. In accordance with Appendix A, effective July 1, 1974, each Employee shall receive an increase of six per cent (6%) of the 1973-74 rate paid at the time of the signing of this Agreement.
3. In accordance with Appendix B, effective July 1, 1975, each Employee shall receive an increase of four per cent (4%) of the 1974-75 rate paid on June 30, 1975.

B. *Step Increase*

1. In addition to the increases specified in paragraphs (A2) and (A3) above, eligible Employees below classification salary range maxima in either year covered by this Agreement shall receive a 5% salary Step, or portion thereof, up to their classification salary range maxima on their anniversary date. Employees who return from an approved leave of absence, or layoff, will have their anniversary date adjusted in accordance with established University policy.

C. *Cost of Living Supplements*

The University and the WSU Staff Association agree that bargaining unit members shall receive a cost of living supplement as follows:

1. The amount of the Cost of Living Supplement shall be calculated as provided below in accordance with changes in the U.S. Bureau of Labor Statistics Consumers Price Index for Urban Wage Earners and Clerical Workers in Detroit (1967 = 100) herein referred to as the Detroit Index.
2. Effective April 1, 1975, each Employee covered by this Agreement, and who is eligible as described in Section 4 below, shall receive a Cost of Living Supplement at the rate of \$3.00 per year for every 0.1 increase in the Detroit Index between July 1974 and February 1975 to be paid in quarterly installments not to exceed \$65.00 each. The supplements shall be payable no later than the third full pay period following the quarterly effective dates of April 1, 1975, July 1, 1975, October 1, 1975 and January 1, 1976.

3. In addition, effective April 1, 1976 and payable no later than the third full pay period following April 1, 1976, the quarterly Cost of Living Supplement shall be increased at the rate of \$3.67 per year for every 0.1 increase in the Detroit Index between February 1975 and February 1976. The maximum Cost of Living Supplement payable over the term of this Agreement shall be \$471.00.
4. To be eligible for a given quarterly supplement, an Employee must have received a salary check on the payroll dates as shown below:

<i>Supplement Date</i>	<i>Payroll Eligibility Date</i>
April 1, 1975	March 12, 1975
July 1, 1975	June 4, 1975
October 1, 1975	{ September 10, 1975 for 12 mo. Employees — June 18, 1975 for returning 9 mo. Employees
January 1, 1976	
April 1, 1976	March 10, 1976

Employees eligible for given quarterly supplement will all receive checks for the same gross dollar amount.

5. In no event will a decline in the Detroit Index provide the basis for a reduction in the previously determined supplement amount. Cost of Living Supplement payments provided for in this Agreement shall not be incorporated into the Employee's base salary.
6. The parties agree that the continuance of the Cost of Living Supplement for the duration of this Agreement is dependent upon availability of the Detroit Index in its present form and calculated on the same basis as the Detroit Index for July 1973 unless otherwise agreed by the parties. Should the BLS discontinue or change the basis of calculating the Detroit Index, the parties agree to ask the BLS to continue the existing index on a consistent basis for the duration of this Agreement.
7. The Cost of Living Supplements provided for under this Agreement shall end on June 30, 1976, and the University shall have discharged its obligations under

this article by payment of the Cost of Living Supplement for the second quarter of 1976.

D. *Promotion Increase*

1. Employees covered by this Agreement who receive a promotion must receive the minimum of the new salary range except if this does not constitute at least a 5% increase, the nearest higher step of the new range shall be granted. A promotional increase will be to a step in the higher range and in no case less than 5%, provided such increase does not exceed the maxima of the new classification.
2. Employees who were promoted on or after July 1, 1974 shall receive appropriate adjustments retroactively applied to the old salary rate before promotion for the period worked at the lower rate. For the remaining months, the retroactivity will be based on the new salary which has been readjusted to fit the rules for promotions given in paragraph (D1) above.

XVIII. 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 Gross Earnings Not to 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, workmen's compensation, or authorized sick leave, or leave of absence, for a period of more than ninety (90) calendar days 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.

XIX. Vacation

- A. Vacation time off shall be scheduled with the supervisor, and shall be in accordance with the operational needs of the administrative unit.
- B. 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 paragraph A above.
- C. Vacation accumulated as of January 1 should not exceed the Employee's annual vacation allowance.
- D. When there is good reason, changes relative to paragraph B and C above 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.
- E. In no case shall accrued vacation time extend beyond the sum of twice the Employee's annual vacation allowance.

F. 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

G. For new Employees, six days shall be credited at the end of six (6) months, none prior thereto. Thereafter, vacation days shall accrue at the end of each pay period for which the Employee receives a minimum of seven (7) days' pay.

H. Employees who leave the University after six (6) months of continuous service shall be paid for unused vacation days at the time of termination.

I. If a pay day falls during an Employee's vacation of two (2) weeks or more, an advance check may be requested in writing from the Payroll Office in accordance with established procedures provided:

1. There is a sufficient vacation bank as of the last pay period prior to the date of request for advance payment.
2. The written request must be submitted to Payroll at least ten (10) work days prior to date of issuance of advance check.

XX. Tuition Refund Program

A. As part of the University policy to encourage staff members to further their formal education, the Tuition Refund Program for Employees provides a tuition refund of up to eight (8) credit hours in any quarter. Reimbursement for more than four (4) hours in a given quarter is contingent upon the continued employment of the Employee for an additional full quarter without request for reimbursement. The refund applies to tuition only; incidental fees which may be charged are borne by the Employee.

- B. It shall be the responsibility of the University Personnel Office to determine the eligibility of staff members and authorize payment of tuition refunds to those who qualify.
- C. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.
- D. 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."
- E. To be eligible for a refund:
1. The staff member must be a full-time salaried Employee for not less than three (3) months prior to the first day of classes of the quarter for which he/she 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 immediately preceding their employment shall have the three (3) month waiting period waived. Previous regular full-time salaried 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. Exceptions to this regulation shall be made only upon prior written approval of the Dean or Director of the unit where the Employee is employed together with the Dean of the College in which he/she is enrolled as a student.
 4. A satisfactory grade 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. The grades of I and Y will be reimbursed only after attainment of a satisfactory grade as defined.

b) Marks of "Incomplete" must be resolved into satisfactory grade within six (6) months following termination of the quarter in which the course was elected.

5. An Application for Tuition Refund Form listing all courses taken in the quarter must be submitted to the University Personnel Office.

Failure to submit an application before the end of the quarter will forfeit refund for that quarter.

6. The staff member must remain a regular full-time salaried Employee on the active payroll for the entire quarter in which he/she makes application for refund.

F. Courses must be taken after the staff member's normal working hours. Exception to this regulation may be made only if the following conditions are met:

1. The course is offered only during working hours.

2. The Supervisor is able to arrange adequate coverage of the position.

3. Time taken off is charged to vacation or additional hours are worked to make it up. (Working during a lunch hour will not be considered a satisfactory make-up arrangement.)

4. Prior written approval is sent by the Dean or Director to the Personnel Director with a statement of how the time is to be made up.

XXI. Pregnancy and Related Illness

A. 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:

1. The Employee shall notify her Administrative Head, as soon as possible, when pregnancy is confirmed by her physician.

2. 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.
 3. 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.
- B. 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.
1. The Employee is eligible to begin using accumulated sick and vacation days for the balance of her disability upon certification by the Employee's physician and the University Health Service that she is no longer able to continue employment at the University.
 2. Upon exhaustion of paid sick and vacation time, an Illness Leave of Absence without pay is available for the Employee in accordance with the University's illness leave program.
 3. Any pregnancy related illness or disability which continues beyond six (6) weeks of date of delivery must be verified in writing by the Employee's physician to the satisfaction of the University Health Service.
- C. An Employee who does not wish to work prior or subsequent 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 Employees.

XXII. Leaves of Absence

A. *Military*

1. *Short Term*

- a) If the period of absence does not exceed 17 calendar days, the Employee shall have the option of charging such absence to the vacation bank, if available, or requesting the University to pay the difference between the military pay and the regular salary during the period served.
- b) Before leaving his/her assignment the Employee must notify the supervisor of the dates of military duty, and submit a request to be absent from employment for that period. Should the Employee elect to request University pay for the difference between the military pay and the regular University salary the Employee must present his/her military orders to the Payroll Office before leaving for duty. Upon return from duty the Employee shall present the military pay voucher to the Payroll Office.

2. *Extended Service*

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

B. *Illness Leave*

1. If after exhausting the absence-with-pay and vacation bank an Employee is unable for health reasons to return

- to work, he/she shall have the right to leave without pay for the period of disability, but not to exceed one year, provided:
- a) He/she has been regular full time on active pay status for one year or more but less than five years (at five years, Disability Income Program is available).
 - b) He/she submits a Physician's Statement to the Director of the University Health Service certifying his/her condition and estimated length of time off needed.
2. Within the year the Employee shall have the right to return to his/her position, or a similar one, provided he/she is able to return in substantially the same state of health and competence as before leaving. In the event the Employee is unable to meet the necessary standards of health and competence, he/she shall be considered for other jobs for which he/she may be qualified.
3. To return to work, the Employee shall:
- a) Notify the University Personnel Office at least one week prior to anticipated return date so arrangements may be made for return to work physical examination.
 - b) Have a "Physician's Report on Illness of Employee" form filled out by his/her physician and present it to the Health Service at time of examination.
 - c) Satisfactorily pass the physical examination at the Health Service.
4. Any payroll deductions in effect prior to the leave will be reinstated at the Employee's option.
5. The Employee will normally return at the same salary as in effect prior to the Leave plus any general increases granted to the classification.
6. Official Leave time for illness is deductible from service years when figuring eligibility for Disability Income Program, Retirement, or Longevity.

C. *Personal Leave*

1. An Employee may be granted a Leave of Absence for Personal Reasons for not less than twenty (20) working days nor more than one (1) year, provided:
 - a) He/she has been a regular full-time Employee on active pay status for one (1) year or more.
 - b) All accrued vacation has been used.
 - c) The Administrative Head of the unit indicates in writing to the University Personnel Office that the Employee's present position will be held vacant, or filled with temporary help, until he/she returns.
2. To return to work, the Employee shall:
 - a) Notify the University Personnel Office at least one week prior to anticipated return date so arrangements may be made for return to work physical examination.
 - b) If conditions arise during the Leave as stated in the Physical Examinations Policy (A-04) points B1, B2, B3, a "Physician's Report on Illness of Employee" must be filled out by the Employee's physician and presented by the Employee to the Health Service at time of examination.
 - c) Satisfactorily pass the physical examination at the Health Service.
3. Illness and Vacation Banks:
 - a) Any illness days accumulated at the time the Leave begins shall be credited when the Employee returns.
 - b) The Employee begins to immediately accumulate vacation at the same rate as at the time the Leave began.
4. Any payroll deductions in effect prior to the Leave will be reinstated at the Employee's option.
5. The Employee will normally return at the same salary as in effect prior to the Leave plus any general increases granted to the classification.
6. Official Leave time for personal reasons is deductible from service years when figuring eligibility for Disability Income Program, Retirement, or Longevity.

D. *Child Care Leave*

1. Following the birth of an Employee's child, or following the adoption of a child under age six, an Employee shall be granted a Child Care Leave of Absence without pay provided:
 - a) He/she has been a regular full-time Employee on active pay status for one year or more.
 - b) The Administrative Head of the appropriate unit receives at least a four (4) week advance written request.
 - c) All accrued vacation has been used.
 - d) The Child Care Leave, in combination with any other leave taken within the previous twelve months, shall not exceed one (1) year.
2. To return to work:
 - a) The Employee shall confirm in writing to the University Personnel Office his/her intention of resuming employment at least sixty (60) days in advance of availability date or expiration of leave, whichever occurs first.
 - b) The Employee must satisfactorily pass a return to work physical examination at the University Health Service.
3. Return Rights
 - a) For a period not to exceed ninety (90) days following date of availability, the University will offer the Employee the opportunity to be placed in a vacant position for which he/she is qualified. Failure to accept two (2) offers of employment shall satisfy the University's return to work obligation.
 - b) The Employee shall be immediately eligible for sick day accumulation.
 - c) The Employee begins to immediately accumulate vacation at the same rate as prior to the leave.
 - d) 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 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-d above, by placement at the top of the Promotion Roster.

4. Insurance Continuance

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

XXIII. Illness Bank

A. Regular full-time Employees shall accumulate illness days as follows:

1. Illness days shall accrue at the rate of .85 for each pay period completed without loss of pay.
2. The Illness Bank shall accrue to 200 days.
3. Utilization of illness days requires three (3) months of continuous full-time service.

B. Illness benefits are a type of insurance coverage; however, in addition to excused absence for personal illness, the Illness Bank may be used for the special needs listed below:

1. Death of a member of the immediate family* (up to five (5) 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 (2) consecutive working days).
4. Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
5. An emergency (non-scheduled) medical or dental appointment (up to one-half (1/2) day).

6. Employees who have completed nine (9) months of service may use up to two (2) 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.).

*Immediate family shall be defined as: Husband, Wife, Father, Mother, Brother, Sister, Son, Step-son, Daughter, Step-daughter, Grandmother, Grandfather, Mother-in-law, Father-in-law, Brother-in-law, Sister-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.

C. Reporting Absence Due to Illness:

1. An Employee is to report absence due to illness to his/her Supervisor as soon as possible and any event not later than one (1) hour after the start of the regular scheduled work period. If it is impossible to notify the Supervisor within this time, notification must be given within the scheduled work period of the first day of absence. Acceptable evidence of such impossibility to notify the Supervisor must be presented to receive illness benefits.
2. Failure to report absence due to illness on each day is considered unauthorized absence and can result in loss of pay for the day. Longer intervals between calls may be established by the Supervisor if it is determined that the Employee will be off for an extended period.
3. Absence due to illness may require verification by medical authority including one designated by the University Personnel Office, if so requested by the Administrative Head of the unit.

- D. After completion of five (5) years of continuous full-time service upon resignation from the University, the Employee shall be paid one-quarter ($\frac{1}{4}$) of the accumulated Illness Bank up to a maximum of pay for fifteen (15) days providing that the Employee has given the University two (2) weeks' notice of intent to separate.

- E. An Employee who participated in a Wayne State University retirement program for five (5) years and retires from said program after attaining age sixty (60), shall be paid at the time of retirement one-half ($1/2$) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days.
- F. Upon death, if the deceased Employee had ten (10) or more years of service, the surviving spouse, children or estate shall be paid one-half ($1/2$) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days.

XXIV. Mandatory Sick Leave

The Director of the University Health Service may direct that an Employee be placed on Mandatory Sick Leave whenever there is sufficient evidence to indicate that the affected person is suffering from a physical and/or mental illness or disability sufficiently serious to affect such person's ability to properly fulfill the duties and responsibilities of his University position.

XXV. Jury Duty

- 1. The University shall provide to the Employee called for jury duty or appearance in court required by subpoena, the difference between the fee paid by the court and his regular salary during the period served. It shall also credit to the Employee's retirement fund the University's contribution against the court fee, provided the Employee matches it with his standard contribution.
 - a) The Employee may, if he wishes, charge any of this time to his vacation bank and retain the court fee.
- 2. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
 - a) Bring the court summons to the University Personnel Office.
 - b) Sign an affidavit that court fees he receives will be turned over to the University.

- c) Bring court checks and court Time Report to the University Personnel Office when his court duty is terminated.
3. To charge jury duty or other required court appearances to vacation, the Supervisor shall send Form 10-618, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.

NOTE: If the staff member is excused from court appearance for any work day(s) during the period of court duty, he shall report for work at his University assignment.

XXVI. 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.

XXVII. 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, and the Executive Vice 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.

XXVIII. Miscellaneous

A. 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 have 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."

B. 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.

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

XXIX. Change and Termination

This Agreement shall remain in full force and effect until June 30, 1976, 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.

XXX. 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 N. Elizabeth Ware

By Rex Lamoreaux

By Kathleen P. Jones

By Vivian Bedigian

By Wendy Hamilton

By Rodger D. Young

WAYNE STATE UNIVERSITY

By J. Don Marsh
Executive Director of Employment Relations

By Kenneth M. Smythe

By J. Thomas Priemer

By George J. Morosan

DATED: OCTOBER 24, 1974

APPENDIX A
SECRETARIAL, CLERICAL, AND TECHNICAL SALARY SCHEDULE
1974 - 75

<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	\$ 5,072	\$ 5,326	\$ 5,592	\$ 5,872	\$ 6,166	\$ 6,380
2	5,334	5,601	5,881	6,175	6,484	6,684
3	5,596	5,876	6,170	6,479	6,803	6,996
4	5,857	6,150	6,458	6,781	7,120	7,344
5	5,915	6,211	6,522	6,848	7,190	8,043
6	6,074	6,378	6,697	7,032	7,384	8,859
7	6,119	6,425	6,746	7,083	7,437	7,695
8	6,677	7,011	7,362	7,730	8,117	8,398
9	7,344	7,711	8,097	8,502	8,927	9,183
10	7,695	8,080	8,484	8,908	9,353	9,621
11	8,043	8,445	8,867	9,310	9,776	10,059
12	8,396	8,816	9,257	9,720	10,206	10,490
13	8,744	9,181	9,640	10,122	10,628	11,014
14	9,183	9,642	10,124	10,630	11,162	11,543
15	9,621	10,102	10,607	11,137	11,694	12,069
16	10,059	10,562	11,090	11,645	12,227	12,592
17	10,490	11,015	11,566	12,144	12,751	13,201
18	11,023	11,574	12,153	12,761	13,399	13,816
19	11,546	12,123	12,729	13,365	14,033	14,515
20	12,066	12,669	13,302	13,967	14,665	15,214
21	12,592	13,222	13,883	14,577	15,306	15,918
22	13,199	13,859	14,552	15,280	16,044	16,702

APPENDIX B
SECRETARIAL, CLERICAL, AND TECHNICAL SALARY SCHEDULE
1975 - 76

<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	\$ 5,275	\$ 5,539	\$ 5,816	\$ 6,107	\$ 6,412	\$ 6,635
2	5,547	5,824	6,115	6,421	6,742	6,951
3	5,820	6,111	6,417	6,738	7,075	7,276
4	6,091	6,396	6,716	7,052	7,405	7,638
5	6,152	6,460	6,783	7,122	7,478	8,365
6	6,317	6,633	6,965	7,313	7,679	9,213
7	6,364	6,682	7,016	7,367	7,735	8,003
8	6,944	7,291	7,656	8,039	8,441	8,734
9	7,638	8,020	8,421	8,842	9,284	9,550
10	8,003	8,403	8,823	9,264	9,727	10,006
11	8,365	8,783	9,222	9,683	10,167	10,461
12	8,732	9,169	9,627	10,108	10,613	10,910
13	9,094	9,549	10,026	10,527	11,053	11,455
14	9,550	10,028	10,529	11,055	11,608	12,005
15	10,006	10,506	11,031	11,583	12,162	12,552
16	10,461	10,984	11,533	12,110	12,716	13,096
17	10,910	11,456	12,029	12,630	13,262	13,729
18	11,464	12,037	12,639	13,271	13,935	14,369
19	12,008	12,608	13,238	13,900	14,595	15,096
20	12,549	13,176	13,835	14,527	15,253	15,823
21	13,096	13,751	14,439	15,161	15,919	16,555
22	13,727	14,413	15,134	15,891	16,686	17,370

APPENDIX C

CLASSIFICATIONS REPRESENTED BY THE STAFF ASSOCIATION

<i>Classification</i>	<i>Salary Range</i>
Accounting Assistant	13
Accounting Clerk	9
Addressograph Operator I	8
Addressograph Operator II	11
Addressograph/DOC 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 Coordinator — Student Center	14
Communications Controller — Public Safety	12
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
Glass Instrument Maker II	19

<i>Classification</i>	<i>Salary Range</i>
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 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 Attendant	8
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
Recreation Facility Manager	8
Registered Nurse	14
Registered Nurse, Head	16
Reproductions Services Assistant I	8
Reproductions Services Assistant II	11

<i>Classification</i>	<i>Salary Range</i>
Secretary I	6
Secretary II	12
Secretary III	16
Service (Night) Clerk — UCB	11
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

September 11, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

Dear Mr. Sheats:

In the course of our negotiation sessions attempting to reach a new Agreement between the Association and the University, representatives of the Association have expressed interest in further improvements in the University's Health Insurance Program in the areas of obstetrics and diagnostic x-ray-laboratory coverage.

Therefore, it is agreed that within a reasonable period following ratification of its several new Agreements, the University will schedule a meeting of the Fringe Benefits Study Committee to ascertain the degree of need, cost, and will implement improvements agreed upon.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: E. L. Cushman
D. Eagloski
M. Stewart
G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

September 23, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Modification of Recognition Clause re:
Implementation of Hayes Study*

Dear Mr. Sheats:

It is mutually understood that following ratification and signing of this Agreement, the University and the Staff Association will continue cooperative efforts toward implementation of the Hayes Study. It is further understood that such implementation may result in certain modifications of the present Recognition clause in the present Agreement.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

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

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Shift Differential*

Dear Mr. Sheats:

During the course of negotiation for this Agreement it was mutually understood that presently paid shift differentials will be continued providing the specific shift and job is maintained by the University. Further, it is agreed that the Staff Association will be consulted prior to any University decision to expand shift differential rates.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Meetings of Employer Committees*

Dear Mr. Sheats:

If a Committee Meeting has not been held for sixty (60) days (i.e., in the following areas if they exist: parking, security, food services, housing, insurance, and policies and procedures), the Staff Association may request a meeting to be called by the Executive Director of Employment Relations.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Parking Operation and Fees*

Dear Mr. Sheats:

It is hereby agreed between the employer and the Staff Association that continued study of University parking operations will be actively and vigorously pursued with the hope of a possible parking fee reduction and implementation of the Parking Committee's Report of March, 1974. It is further understood that this pursuit is, to some degree, contingent upon the State Attorney General's Opinion as to the constitutionality of MCLA 390.891-893.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: R. Young
G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Association Rights*

Dear Mr. Sheats:

It is understood by both the employer and the Staff Association that participation by designated Union representatives is necessary in many areas of interface between employer and Union. Therefore, it is hereto agreed that designated Union representatives may participate fully in Step One of the grievance procedure as described in the 1974-1976 Agreement, including consultation with the grievant, his/her immediate supervisor and/or other designated representatives, provided that the grievant has first consulted his/her immediate supervisor.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: R. Young
G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
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 WSU Staff Association, not to hire above the fourth (4th) Step of the appropriate salary grade.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building
CAMPUS

REFERENCE: *Appearance Before the WSU
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

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
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 WSU Staff Association.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: R. Young
E. L. Cushman
G. Morosan
T. Piermer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building

CAMPUS

REFERENCE: *Pre-existing Conditions Protection*

Dear Mr. Sheats:

If the University should cancel Metro Health Plan coverage, 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

October 7, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
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 paid eligible former Employees represented by the WSU 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: R. Young
E. L. Cushman
K. Smythe
T. Priemer
G. Morosan
R. Bursick

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

October 24, 1974

Mr. Clifford W. Sheats, President
Staff Association
Wayne State University
150 Administrative Services Building

CAMPUS

REFERENCE: *Article XXIII, Illness Bank*

Dear Mr. Sheats:

It is understood that the recently renegotiated language of Article XXIII, Illness Bank, will not be effective until July 1, 1975.

Until that date, illness provisions will continue to be governed under our former Agreement.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: R. Young
G. Morosan
T. Priemer
K. Smythe