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Agreement Between
WAYNE STATE UNIVERSITY
and
PROFESSIONAL AND ADMINISTRATIVE
ASSOCIATION

Wayne State University



1974 - 1976

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AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of October, 1974 by and between the PROFESSIONAL AND ADMINISTRATIVE ASSOCIATION, hereinafter sometimes "ASSOCIATION," and the BOARD OF GOVERNORS OF WAYNE STATE UNIVERSITY, the legally constituted governing body of this state institution of higher learning having constitutional status under the 1963 Constitution of the State of Michigan, hereinafter sometimes "UNIVERSITY."

Preamble

Whereas, the parties hereto recognize that the purpose of the University is to provide a facility for the education, training and enlightenment of all those who seek through its facilities to avail themselves of, and to contribute to, the learning process and

Whereas, it is recognized that the University undertakes to provide these services to the local, state, national and world communities through teaching, research and community service, and is dedicated to free inquiry and expression, to the highest ideals of a democratic society, and to the growth of man through education and

Whereas, the Professional and Administrative Association share with the University the common objective of providing and maintaining an efficient and smoothly-run facility that will create an environment that will make possible the accomplishment of maximum learning and

Whereas, the job classifications included in the Professional and Administrative Association are recognized as part of one of the four major academic personnel groups of the University as defined by the Board of Governors' Proceedings, October 24, 1968, and that the job classifications within this unit exist as pertinent and vital for the effective functioning of the University and

Whereas, the University and the Association have agreed to recognize the Association as the collective bargaining agency for those job classifications within Group C. "Professional and Administrative Staff" and

Whereas, it is recognized that Employees included in the Professional and Administrative Association bargaining unit are entitled to equitable and just compensation for services rendered to the University, to equitable and just conditions of employment, to procedures for the equitable and peaceful adjustment of disputes through orderly and established channels and

Whereas, the laws of the State of Michigan authorize collective bargaining for public Employees and authorize public Employers to enter into collective bargaining agreements with the representatives of their Employees;

Now, therefore, the parties hereto do mutually covenant, promise and agree to and with each other as follows:

I. Recognition — Employees Covered

Pursuant to and in conformity with the certification issued by the Michigan Labor Mediation Board on September 28, 1970 in case Number R70 F-202, the University agrees to recognize the Association as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other terms and conditions of employment for all full-time and fractional-time Employees (working 50% of the time or more) in Professional and Administrative classifications which are listed below:

- Accountant I
- Accountant II
- Administrative Assistant I
- Administrative Assistant II
- Administrative Assistant III
- Administrative Assistant IV
- Archives Assistant
- Archives Assistant, Senior
- Bookstore Manager I
- Budget Analyst I
- Budget Analyst II
- Buyer I
- Buyer II
- Designer, Stage
- Graphic Artist
- Information Center Supervisor
- Information Officer I

Information Officer II
Information Officer III
Institutional Research Assistant I
Institutional Research Assistant II
Institutional Research Associate
Instructional Technology Supervisor I
Landscape Architect
Library Assistant
Library Assistant, Senior
Payroll Supervisor
Producer/Director I
Producer/Director II
Producer/Director III
Programmer
Programmer, Senior
Programmer, Lead
Social Planner
Staff Benefits Supervisor
Systems Analyst
Systems Analyst, Senior
Systems Manager
University Assistant
University Editor I
University Press Production and Design Manager
University Press Promotion Manager
University Press Sales Manager
Writer, Development

Excluded from representation by this bargaining unit are supervisors, and other Employees as follows: All executives, confidential Employees, and/or administrative Employees including:

Accountant III
Administrative Officer I
Administrative Officer II
Architect Engineer III
Assistant Directors
Associate Directors
Associate University Attorney
Bookstore Manager II
Bursar
Chief Accountant
Chief Auditor

Clinical Social Worker I
Clinical Social Worker II
Clinical Social Worker III
Directors
Information Officer IV
Instructional Technology Supervisor II
Personnel Officer I
Personnel Officer II
Personnel Officer III
Public Safety Officer, Captain
Public Safety Officer, Lieutenant
Public Safety Officer, Sergeant
University Physician I
University Physician II

and all other Employees covered by other collective bargaining agreements at Wayne State University.

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. Promotions to positions of greater responsibilities may justify promotion to a classification outside of the bargaining unit. The Association will be given notice whenever such a promotion is contemplated.

The University agrees that if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement the University will notify the Association and meet, upon request, to discuss whether such new classifications should become a part of this Agreement.

In the event of a dispute over the inclusion of a new classification into the bargaining unit, or exclusion of a classification from the bargaining unit, such dispute shall be taken to the Executive Vice President step of the Grievance Procedure. If it still remains unsettled, it shall be taken to Arbitration.

As the Association obtains a majority of signature cards in other classifications (appropriate to this Collective Bargaining Unit) the University shall recognize the Association as representing such classifications. In the event of a dispute about the appropriateness of the classifications, the matter should be referred to the Michigan Employment Relations Commission for settlement.

Definitions

- A. The terms "Employee" and "Employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an Employee, or Employees, within the bargaining unit.
- B. All references to "Employees" in this Agreement, except under "Pregnancy and Related Illnesses," designate both sexes and whenever the male gender is used it shall be construed to include male and female, and whenever the word Agreement is used it shall be synonymous with "contract."
- C. Employees working in classifications covered by this Agreement may be hired on a temporary basis, provided the length of the temporary assignment is explicitly stated in the official written notice of the appointment.
- D. The term "full-time Employee" shall mean an Employee who works a normal work week as defined within the the Agreement.
- E. A fractional-time represented Employee shall be one who works 50% or more in a covered classification.
- F. A part-time Employee, who is unrepresented, is an Employee who works 49% or less in a Professional and Administrative classification.
- G. The term, "University service," as used in this Agreement, shall mean the total length of time an Employee has served in continuous full-time University positions.
- H. The term, "classification service," as used in this Agreement, shall mean the total length of service in a classification represented by the Professional and Administrative Association.

II. Association Rights

- A. The University hereby agrees that all Employees of the University in accordance with Article I of this Agreement 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 covered by this Agreement, for the duration of this Agreement, or any extensions thereof. Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and having 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 grievances for protection and maintenance of this contract.
- C. The Employer agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the University, 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.
- D. The Employer recognizes the responsibilities imposed on the Association and will grant permission and a reasonable amount of time to the authorized representatives of the Association to meet with representatives of the University for the purpose of bargaining, to investigate grievances, and/or transact other pertinent business. The Employee shall give his Administrative Unit head as much advance notice as possible of date, time, and purpose of such needed released time. 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 handling of business. 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 a subject for a Special Conference of representatives of the Employer and the Association.

- E. The Association shall have a representative on the Fringe Benefits Study Committee which concerns itself with such matters as insurance, parking, retirement, policies and procedures, and on other committees mutually agreed upon.
- F. Officers and members of the Executive Board participating in negotiations, meetings, and grievance proceedings shall receive their regular pay while so occupied, during the course of their regular working hours.
- G. There shall be no additional payments of any kind to any Employee for time devoted to grievance handling after working hours unless such a grievance meeting is requested by the University.

III. Association Security

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

- A. The University agrees to notify all new Employees in classifications covered by this Agreement that the Association is the sole bargaining representative for their respective classifications.
- B. Employees covered by this Agreement shall be required as a condition of continued employment to become members in the Association or to pay service fees equal to the membership dues in accordance with the By-Laws of the Association for the duration of this Agreement and any extensions thereof.
- C. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Association, or to pay a service fee equal to the membership dues, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- D. 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 of membership dues, or

service fees. Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.

- E. The Association shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from the above terms in this Article.
- F. Any dispute that arises regarding membership, non-membership and payment or non-payment of dues or fees, shall be resolved in accordance with the Executive Vice President step of the Grievance Procedure.

IV. Association Service Fee Collection

- A. Check-Off: During the life of the Agreement or any extension thereof, and in accordance with the terms of the form of Authorization for Payroll Deduction for Union or Association Service Fee, the University agrees to deduct Association membership dues, or service fees levied in accordance with the By-Laws of the Association from the pay of each Employee who executes or has executed the standard form of the University, "Authorization for Payroll Deduction for Union or Association Service Fee." (Form 2368 — 12/68)
- B. The University shall not be responsible for checking-off or collecting dues or service fees during periods of leaves of absence for which the Employee receives no pay from the University.
- C. The University will furnish the Association no later than the tenth (10th) of the month a listing of all dues and service fees deducted for the previous month for all Employees, including additions and deletions since the last listings with an explanation of changes. A check payable to the Association shall accompany the listing.
- D. The University shall not be liable to the Association by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- E. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of money from an Employee's pay

made in accordance with this Article. It shall be the responsibility of the Employee to obtain appropriate refund from the Association.

V. Maintenance of Policies

- A. Except as modified by this Agreement, general personnel policies approved by the Board of Governors for University-wide application including Professional and Administrative Staff prior to the date of this Agreement shall remain in effect for Professional and Administrative personnel.
- B. In the event changes and/or improvements are incorporated in such policies, they shall automatically be extended to Professional and Administrative personnel except as otherwise modified by this Agreement.
- C. In keeping with the policy of the University to maintain as near uniformity as practicable in fringe benefit programs, it is understood that improvements such as holiday, insurance, retirement and disability programs approved for other collective bargain groups which are eligible to receive such benefits will be extended at the same time to Professional and Administrative personnel.

VI. Management Rights

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- A. Full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, time, place, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces.
- B. The right to determine the work to be done by Employees covered by this Agreement.
- C. The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine

whether and to what extent work should be performed by Employees.

- D. The right to establish the qualifications of Employees, and to suspend, discipline and discharge Employees for sufficient and reasonable cause and otherwise to maintain an orderly, effective and efficient operation.

Nothing in this article shall preclude or prohibit the Association or any Employee in the Association from exercising the rights contained in the Agreement.

VII. Non-Discrimination

- A. Fundamental to the American concept of democracy is the tradition that "all men are created equal" and that every individual shall be judged on his own merits. The University and the Professional and Administrative Association join in this belief and commitment to the policy that applicants will be hired and Employees will be treated without discrimination on the basis of race, creed, color or national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation.
- B. Employment shall be available to the handicapped on the basis of their job qualifications and physical capacities to perform their work assignments.

VIII. Nepotism

- A. New appointments to the University and assignments within the University shall be made with full effort to obtain the best qualified person for each position and, therefore, only after a thorough canvass of available personnel. Blood or marital relationship to other Employees of the University shall not be regarded as a deterrent to appointment, reassignment or continuance in present position, except that close relatives may not be employed where one is in a position of influence relative to the other.
- B. The University will continue to define close relatives to be: husband and wife, parent and child, including son-in-law and daughter-in-law, brothers and sisters, and to define

a position of influence to exist where selection for employment, supervision of University duties, or judgment concerning fitness for promotion or discharge with cause requires the action of one person with respect to the other.

IX. No Strikes / No Lock Outs

The Association recognizes that during the life of this Agreement, neither it nor its officers, representatives, committeemen, and stewards will for any reason, directly or indirectly, call, sanction, or engage in any strike, walkout, slow-down, sit-down, stay-away, limitation of production, boycott of a primary or secondary nature, picketing or any other form of interference with the peaceful operation of the business of the University.

In the event that Employees represented by the Professional and Administrative Association engage in any of the above activities, the President of the Association or a representative thereof will, upon request from the Director of Personnel, immediately notify them of the inappropriate nature of their activity and direct them to return to their jobs. The University agrees that during the term of this Agreement, it will not lock out any of the Employees covered by this Agreement.

X. Probationary Employees

- A. An Employee is a "probationary Employee" for the first six (6) months of employment. This time period may be extended on a month-to-month basis for periods not to exceed an additional six (6) months by agreement with the Association. Periods of absence from work shall not be counted towards completion of the probationary period.
- B. There shall be no continuing service rights for lay-off, recall, discipline, or discharge for "probationary Employees," and no such matters will be subject to the Grievance Procedure. Upon completion of the probationary period the Employee will acquire continuing service rights from his date of hire.
- C. The Association shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment. The probationary Employee shall have the same rights as other Employees, except as modified in this Article.

XI. Position Security

A. *Continuing Tenure*

All prevailing continuing tenure for members of the Professional and Administrative Association shall be continued in effect irrespective of any provisions of this contract.

For members of the Association who do not have continuing tenure the articles of this contract on continuing service are provided for job security purposes in lieu of tenure.

B. *Continuing Service Status*

1. Definition

Continuing service status is the University's recognition of the continuity of satisfactory employment and the assurance of career continuance and advancement including intellectual freedom, promotion opportunities, salary, and fringe benefits in accordance with the provisions of this Agreement on a continuing basis and carries the assurance of employment security until retirement to members of the Professional and Administrative Association under this Agreement.

2. Continuing Service Status Eligibility

All present Employees represented by the Professional and Administrative Association who have completed six (6) months service shall be given continuing service retroactive to the date of hire.

All present Employees who have completed less than six (6) months service shall be given continuing service status upon satisfactory completion of six (6) months service retroactive to date of hire.

Employees hired after date of Agreement shall be given continuing service status upon satisfactory completion of the probationary period retroactive to the date of hire.

3. Notification of Continuing Service Status

The Employee shall receive from the Personnel Department a notification of continuing service status.

4. Continuing Service — Promotion and Transfers

Continuing service in the classification and the ability to perform the work shall be major factors in promotions to higher classifications. Other qualifications being equal, promotions will be determined by continuing

service in the University.

5. Continuing Service Status in the University

Continuing service status in the University will be used to determine fringe benefits.

C. *Termination of Continuing Service Status*

Reasons continuing service status may be terminated are as follows:

1. Reaching the age for mandatory retirement.
2. Failure of an Employee to return on, or before, the termination date of a leave of absence unless the leave is officially extended.
3. Dismissal for adequate cause including the following reasons:
 - An act involving moral turpitude.
 - A serious misrepresentation of facts at the time of employment or promotion.
 - Violation of the professional standards and principles.
 - Failure to competently perform professional assignments.

D. *Progressive Correction Procedure*

If an Employee, in the considered judgment of an Administrative Head, is not meeting the responsibilities of his position or is in violation of reasonable professional standards and principles held normative for fellow Employees, the following progressive correctional steps shall be taken:

1. Verbal Notification

The Administrative Head shall hold a private conference with the Employee for the purpose of discussing job performance deficiencies or unacceptable professional standards and principles. Additional conferences may be held if the Administrative Head feels such will insure mutual understanding and desired correction.

2. Official Written Notification

- a) If the Employee's job performance or professional standards and principles do not improve to an acceptable degree within a reasonable period following conference(s), the Employee shall be given a

written notice of his unacceptable and uncorrected deficiencies together with the Administrative Head's suggestions for expected correction. The written notice shall be signed by both the Administrative Head and the Employee. The Employee's signature shall indicate only that the Employee has read the notice but does not represent concurrence or non-concurrence with the content of such notice. The Employee may, at his option, notify the Professional and Administrative Association of such written notification. The signed letter of notification will be handled as described in (b) and (c) which follow:

- b) If, after a reasonable period of time, expected improvement has not been realized in the judgment of the Administrative Head, the Employee will be notified of the intent to forward the written notification to the Personnel Office. At that time the Employee may request representation by the Professional and Administrative Association at a conference with the Administrative Head for the purpose of insuring completeness of understanding of the unresolved problem and corrective efforts made to-date. Such conference will be held within five (5) working days and the written notification will not be forwarded until after the conference.
- c) If the matter remains unresolved after the requested conference, the Employee shall be afforded the opportunity to append his written position with respect to the problem to the Administrative Head's letter of notification for joint submission to the Director of Personnel.
- d) Such official written notification, together with the Employee's optional response to same, shall be removed from the Employee's Personnel File after three (3) years of non-repetitive job deficiency necessitating such an official written notification.

E. *Suspension/Dismissal Proceedings*

Only after progressive corrective procedures (Section D, above) have been followed may suspension/dismissal proceedings be initiated on the recommendation of the appropriate

Administrative Head to the Director of Personnel, or his designated representative, who shall take the following action:

1. Notify the Employee and the Professional and Administrative Association in writing of the proposed suspension or dismissal and reason therefor.
2. Hold a meeting with the principals in attendance, together with Professional and Administrative Association representatives if requested by the subject Employee.
3. If suspension/dismissal is to be invoked, the Employee and Professional and Administrative Association must receive in writing the effective date of suspension/dismissal.
4. If an Employee is not suspended/dismissed, all written materials relative to the case must be removed immediately from all personnel files on the Employee.
5. If suspension is invoked, all written materials relative to the case must be removed from all personnel files on the Employee after three (3) years from date of suspension provided no further action relative to the matter is pending.

F. *Immediate Suspension/Discharge*

1. For any act(s) that represent a threat to life, person, or property, an Employee may be immediately suspended/discharged by the Director of Personnel or his designate. In such cases the Director of Personnel or his designate will take the following steps:
 - a) Notify the Employee and the Professional and Administrative Association of the suspension/discharge as soon as possible.
 - b) In instances of suspension hold a meeting with the principals in attendance, together with Professional and Administrative Association representatives if requested by the subject Employee, within two (2) working days of the suspension action or such other agreed upon date.
 - c) In instances of discharge hold a meeting, if requested by the Employee, within two (2) working days of the discharge action. The Employee will

exercise his option with respect to Professional and Administrative Association representation.

2. If the Employee is not suspended/dismissed, all written materials relative to the case will be removed from all personnel files of the Employee.

G. *Grievance Proceedings for Suspension/Dismissal*

All dismissal and suspension actions must be appealed to the Executive Vice President step of the Grievance Procedure within five (5) working days after written notice of decision.

XII. Reduction of Work Force, Demotional Tranfers, and Recall

A. *Reduction of Work Force (Layoff/Transfer)*

In the event it should become necessary to reduce the number of Employees or to formally discontinue a University position to which a staff member is assigned, the University agrees to make every reasonable effort to provide the subject Employee(s) and the Association with thirty (30) days or more notice, except in instances of unusual or extenuating circumstances. In no event, however, will a reduction be effected with less than two (2) weeks prior written notice.

In instances of necessary work force reduction or to formally discontinue a University position to which a staff member is assigned, the University will meet with the Association, on request, prior to the contemplated reduction to discuss how the reduction will be accomplished.

In the University's effort to insure that Employees with the least service are the first to be subject to any necessary work force reduction, the following order of work force reduction will be implemented:

1. Employees who have not completed their probationary period will be the first subject to layoff within affected Professional and Administrative classifications if reductions of work force are necessary.
2. Any "temporary" position in a classification represented by the Association will be reviewed for possible elimination in lieu of the contemplated reduction of work force.

3. The Employee with the least service in the classification affected within a Division, or unit comparable to a Division, shall be the first subject to layoff provided the Employee(s) remaining have the ability to perform the work available.
4. If an Employee otherwise scheduled to be laid off had been promoted into his current classification from a lower level of the same classification sequence he may, instead of being laid off, replace the Employee with the least classification service in the next lower level of that classification sequence within the unit affected providing he has the ability to perform the work available. In such an instance, the replacing Employee must have greater combined classification sequence service (i.e., earlier accrued service in the lower classification sequence plus higher classification sequence service) than the replaced Employee. The junior Employee thus replaced will then be subject to layoff.
5. In the event that 1, 2, 3, and 4 above will not provide an employment opportunity for the Employee subject to layoff, every reasonable effort shall be made to effect a transfer prior to posting of any open position for which he has the ability to perform the work available.
6. An Employee transferred in lieu of layoff to a position in a classification in which the transferee had previous University experience shall receive a salary at the Step that is equivalent to the Step previously held in that classification, but not higher 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.
7. An Employee transferred to a classification in which he has no previous University experience will receive a salary commensurate with his qualifications in the same manner as would be determined for a new Employee.
8. Employees who have transferred or been promoted from one Professional and Administrative classification to another will have one-half of their University service added to their present classification service and the remaining half after three (3) years for purposes

of preparing a "continuous service list" for layoff and recall. Any Employee who has not completed one (1) full year of service in the new classification shall, if a vacancy exists, be returned to his former classification in the event he is scheduled for layoff.

9. A transfer shall not result in a reduction of "total University service."
10. An Employee promoted or transferred out of the Bargaining Unit shall retain his Professional and Administrative Association classification service as of the date of promotion or transfer in the event the Employee returns to a position in the Bargaining Unit.
11. An Employee who, prior to the time the Association was certified as the bargaining agent for his classification, held job classifications now represented by the Association shall have his University continuous service in the now represented classifications added to his present classification service.
12. For purposes of layoff determination, officers and directors of the Association shall be considered to have the highest classification service in their particular classifications.

B. *Continuation of Insurance Upon Layoff*

1. A laid off Employee who had completed his probationary period shall be eligible to continue currently elected group medical, group life, and accidental death or dismemberment coverage with the same University subsidy as extended to active Employee for one hundred and eighty (180) days beyond the end of the month in which the Employee was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off Employee is re-employed elsewhere.
2. The laid off Employee shall request desired insurance coverage (in writing) within thirty-one (31) days after the end of the month in which he is laid off. He shall be invoiced monthly for his share of premium.

C. *Recall*

1. Laid off Employees shall be recalled before any new Employees within Professional and Administrative

Association classifications are hired, provided they are qualified to perform the work available.

When openings occur in classifications from which Professional and Administrative Association Employees have been laid off, recall shall be in order of highest classification service.

When openings occur in classifications in which no laid off Employees have service, recall shall be in order of greatest University service, provided the laid off Employee(s) are qualified 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) working days from 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) working days from the date of response, he shall be terminated. Extension of the five (5) working day period of response and the ten (10) working day report-to-work period may be granted by the University for unusual circumstances or appropriate cause.
3. The University shall maintain a list of laid-off Employees according to "classification service" as well as "University service." Laid-off Employees shall have recall rights for a period equal to their length of University service up to one (1) year.
4. Probationary and temporary Employees shall not be extended recall rights.
5. Upon return to work, a layoff shall be treated as a leave of absence for determining classification service, University service, salary, fringe benefits, and other conditions of employment.

D. *Demotional Transfers*

1. The University shall maintain a list of Employees who accept a demotional transfer in lieu of layoff.
2. An Employee who accepts a demotional transfer in lieu of layoff shall be accorded the opportunity to return to his former position in the event said position

is reestablished within a period equal to his length of service up to one (1) year from date of demotional transfer.

3. "Preferential" consideration shall be accorded to the demotional transfer Employee as a candidate for other position openings in his former Professional and Administrative Association classification for a period equal to his length of service upto one (1) year. Such preferential privilege shall not be accorded more than two (2) times within the stated time period.

XIII. Termination of Employment

- A. Employees are expected to give at least two(2) weeks written notice prior to effective date of resignation.
- B. An Employee failing to report for work for three (3) consecutive working days without notice to the Employer will be considered to have voluntarily resigned, unless it is judged that "unusual" circumstances constituted reasonable cause for the unreported absence of the Employee.

XIV. Severance Pay

- A. If an Employee with five (5) or more years of full-time continuous service voluntarily resigns with two (2) weeks written notice, he shall be paid for one-quarter ($\frac{1}{4}$) of his unused days in his Illness/Disability Bank up to a maximum of fifteen (15) days pay.
- B. All Employees whose services are terminated, whether voluntarily or involuntarily, shall be paid for all unused vacation days.

XV. Re-Employment After Termination

Former staff members who return to full, or fractional-time, regular University employment within three (3) years shall be granted perquisites:

- A. Tuition refund (see Tuition Refund Program) shall be immediately available to full-time regular Employees, provided prior full-time service equals at least three (3)

months, and the Employee's new hire date is prior to the beginning day of classes for the given quarter.

- B. Credit shall be given for total prior University service towards eligibility for the University Retirement Plan and Disability Income Program.
- C. Former Illness/Disability Bank shall be reinstated.
- D. Employees who return to work at the University who have had five (5) or more years of continuous service with the University will be on probationary status for ninety (90) days. Employees with less than five (5) years of continuous service who return to work with the University will be on probationary status for six (6) months.

XVI. Death

- A. When death is the cause of termination of employment the following will be made when appropriate:
 - 1. Salary to the date of death if the Employee was regularly at work and on the payroll, or on continuous payments from the Illness/Disability Bank if same is not exhausted.
 - 2. Any unpaid vacation days that have accrued.
 - 3. One-half of the days accumulated in the Illness/Disability Bank, not to exceed thirty (30) days pay.
- B. The surviving widow/widower, if a covered dependent, shall have the option of continuing the group major medical coverage elected by the deceased Employee (including covered dependent children up to age 18 years) provided the deceased Employee had five (5) or more years continuous participation within the University's major medical program. Election of this option for continued coverage shall be available for a period of thirty (30) days after the end of the month in which insured Employee expired. The group rate will be paid in full by the survivor. The University shall notify the surviving dependent(s), in writing, of this option. This option for continued medical insurance terminates upon the remarriage of the survivor.

XVII. Work Day and Work Week

- A. The standard work day shall consist of eight and one-half

(8½) hours including one (1) hour off for lunch without pay.

- B. The normal work week shall consist of five (5) consecutive working days, Monday through Friday, for a total of thirty-seven and one-half (37½) hours in any one week, followed by two (2) consecutive days off. When necessity demands any weekend scheduling, affected Employees within a unit will be scheduled for such work on a rotational basis at time and one-half provided they are qualified to perform the necessary services.
- C. In any department under a seven day operation, Employees within that department shall normally work five (5) consecutive days which may be other than Monday-Friday with a sixth or seventh day work assignment at time and one-half.
- D. Employees whose schedules are changed so that a five (5) consecutive day schedule is not possible will make up the lost time without receiving overtime payment for the sixth or seventh day worked.
- E. In the event an Employee is not able to report for work at his regularly scheduled time, he should notify his department head prior to the scheduled starting time if possible or within a reasonable length of time after the scheduled starting time.
- F. Where variations in normal Employee work schedules are necessary, they may be arranged in advance with the appropriate administrative head.
- G. Changes in established work day or work week will be made only after prior notification and consultation with representatives of the Association.

XVIII. Overtime

- A. Employees covered by this Agreement who are not exempt from overtime by the Fair Labor Standards Act, and such additional classifications as may be agreed upon between the University and the Professional and Administrative Association, shall be given overtime pay under the following conditions.
 - 1. A daily overtime premium of time-and-a-half will be

- paid for work in excess of normal work days as defined in this Agreement.
2. A weekly overtime premium of time-and-a-half will be paid for work in excess of the normal work week as defined in this Agreement. Paid sick days, holidays or vacation days will be treated as days worked.
 3. Employees working a schedule other than the normal work week will be paid time-and-a-half for all hours worked on days other than their work week.
 4. Overtime must be worked and reported in not less than half hour units.
 5. If an Employee works on any University observed holiday, he shall be paid at the rate of time-and-a-half in addition to his regular pay.
 6. Overtime hours should be distributed as equally as possible among Employees in the same classification in the same department provided they have the present ability to do the work for which the overtime is required.
 7. All overtime hours must be properly authorized in advance.
- B. Employees who are exempt from overtime under the Fair Labor Standards Act, or not on the approved list for overtime pay, may effect a written arrangement in lieu of overtime pay with his administrative head.
1. All such arrangements shall be reported on the Payroll Exception Report.
 2. In the event that the University requires and schedules additional time for work over and above that normally and customarily expected of the classification, assignment or job, and other arrangements are impracticable, the Professional and Administrative Association may request a Special Conference to work out an extra-time payment for that period. Such recommendations will be made under the procedures in Article XLVIII, "Special Conferences."
- C. Lists of classifications eligible for overtime will be submitted, for information, to the Professional and Administrative Association by the Director of Personnel July 1 and January 1 of each year of the Agreement.

D. Professional and Administrative classifications *eligible for overtime payment:*

- Accountant I
- Accountant II
- Administrative Assistant I
- Archives Assistant
- Archives Assistant, Senior
- Bookstore Manager I
- Budget Analyst I
- Budget Analyst II
- Buyer I
- Buyer II
- Graphic Artist
- Information Officer I
- Institutional Research Assistant I
- Library Assistant
- Library Assistant, Senior
- Producer/Director I
- Programmer
- Programmer, Senior
- Programmer, Lead
- Systems Analyst
- University Assistant

K. Professional and Administrative classifications *eligible for other than overtime arrangements:*

- Administrative Assistant II
- Administrative Assistant III
- Administrative Assistant IV
- Designer, Stage
- Information Center Supervisor
- Information Officer II
- Information Officer III
- Institutional Research Assistant II
- Institutional Research Associate
- Instructional Technology Supervisor I
- Landscape Architect
- Payroll Supervisor
- Producer/Director II
- Producer/Director III
- Social Planner

Staff Benefits Supervisor
Systems Analyst, Senior
Systems Manager
University Editor I
University Press Production and Design Manager
University Press Sales Manager
University Press Promotion Manager
Writer, Development

XIX. 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 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. 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.

XX. Bi-Weekly Pay

Professional and Administrative Association personnel will be paid bi-weekly.

XXI. Position Postings / Communications

It is general University policy to fill University position openings from within whenever there are qualified applicants available within the University. Members of the Professional and Administrative Association may apply for positions for which they believe they are qualified.

- A. In order to give Professional and Administrative Association members an opportunity to apply for position openings, non-teaching position openings will be communicated to the Secretary of the Professional and Administrative Association by the Director of Personnel in writing on forms provided by the University ten (10) working days prior to application closing date to permit applications to be received and considered. Such notices will also be

mailed throughout the University for appropriate communication within the schools, divisions, and departments. It is recognized that positions in Group D Executive Officers, heads of major functions and other special positions, may be appointed at the discretion of the Executive Officers of the University in the absence of such communications.

- B. Such position notices shall include classifications, salary ranges, minimum qualifications, and job responsibilities.
- C. The Administration will assume responsibility for keeping the Director of Personnel as fully informed as possible of non-teaching position vacancies in all University departments, schools and colleges.
- D. Notices of position openings shall be widely distributed on campus for informational purposes and bulletin board placement. Such notices shall remain posted for a minimum of ten (10) working days prior to application closing date.
- E. In an effort to maximize campus communication with respect to position openings, the *Wayne Report* shall regularly print submitted current position openings subject only to encountered space limitations and the publication's printing schedule.

XXII. Bulletin Boards

- A. The Association shall have the right to use an appropriately labeled section of existing departmental bulletin boards for the posting of notices pertaining to the conduct of Association affairs of the following types:
 - 1. Notices of Association recreation and social events
 - 2. Notices of Association elections
 - 3. Notices of results of Association elections
 - 4. Notices of Association meetings
 - 5. Notices of position openings
 - 6. Information of professional interest to the Association
- B. In the event a dispute arises concerning the appropriateness of material posted on bulletin boards, the President of the Association will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in

question will not be removed from the bulletin boards until an immediate conference with the Professional and Administrative Association is held. If a dispute still exists after said conference, the material will be removed and the Professional and Administrative Association shall have the right to file a grievance.

XXIII. Promotions and Transfers

In the best interests of the Association and the University, the University shall promote or transfer Employees from within under the following circumstances:

- A. Current University Employees who apply and are qualified for a position opening shall be given preferential consideration for said positions over all non-employees.
- B. In those cases where qualified Employees possess qualifications that are relatively equal, the Employee with the greatest University service shall receive preference.
- C. Transfers within the same classifications: Whenever an opening occurs in an existing classification, an Employee presently holding such classification may, if he so elects, apply and receive consideration for the open job prior to implementing the promotional procedure.
- D. Should such transfer or promotion request be denied, the University shall provide written justification to the Employee and the Association upon request.

XXIV. Compensation for Service in a Higher Classification

- A. In the event a Professional and Administrative Employee fills a position in a higher classification on an interim basis for more than thirty (30) working days, and is relieved of his current assignment, he shall receive the base rate of the higher classification, or 5% above his current rate, whichever is greater, provided the higher rate does not exceed the maximum of the assumed classification. The higher rate of pay will be retroactive to the first day of service in the higher classification.
- B. Upon the Employee's return to the position he held prior to the interim assignment, salary currently in effect for that position will be resumed.

XXV. Personnel File

An Employee's personnel records are confidential and will be treated as such. The maintenance of such files are primarily for administrative use, however, the University will honor an Employee's written request to examine and discuss the contents of his "Official Personnel File," or the contents of any maintained departmental personnel file, with a representative of the Personnel Office. Employees will be provided with a copy of any disciplinary action, or evaluative report, to be included in such files.

XXVI. Fractional-Time

The University, recognizing the professional character of Employees represented by the Professional and Administrative Association, may authorize transfer to fractional-time assignments when such assignments best serve the interests of the Employee and the University and can be arranged with the approval of the administrative head. The parties recognize that there are practical limits to the number of such assignments, and such assignments should specify the duration and time of return to full-time work.

A. *Definition*

Fractional-time assignment shall mean any percentage of time worked between fifty (50) percent and one hundred (100) percent.

B. *Benefits*

1. Fractional-time Employees shall receive medical and health insurance, and life insurance, in the same manner as would apply to any Employee working full-time.
2. Vacation allowances and short-term disability benefits shall accrue to fractional-time Employees in proportion to the fraction of time worked.
3. Fractional-time Employees are entitled to be paid for University observed holidays which fall on any of the Employee's scheduled work days on a fractional-time basis.
4. Employees who enroll in TIAA/CREF while on full-time basis retain participation while on fractional-time.

XXVII. Outside Employment

A moderate amount of outside employment is permissible, provided that it does not conflict with University duties and does not adversely affect the quality of University service.

If the University determines that an Employee's outside employment is affecting the performance of the Employee's work at the University, he will be so advised and expected to take steps to remedy the situation.

XXVIII. Holidays

A. Regular Employees on active pay status are granted time off with pay or are otherwise compensated 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.
- C. The holiday shall be the consecutive twenty-four (24) period starting with the Employee's starting time on the calendar day on which the holiday is observed.

XXIX. Christmas/New Years Closure

Effective 1975, Employees will be given 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.

XXX. Vacation

- A. Full-time Employees are granted vacations at their regular rate of pay after four (4) months of service, amounting to twenty-two (22) working days per year. Vacation days earned, but not used, may be accumulated up to forty-four (44) days.
- B. 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 the written request is submitted to Payroll at least five (5) work days prior to date of issuance of advance check.
- C. Vacation time off must be scheduled with the appropriate unit supervisor and shall be granted in accordance with the operational needs of the unit.
- D. Employees who leave the University after six (6) months of continuous full-time service shall be paid for unused vacation days at the time of their termination of employment.

XXXI. Excused — Personal Leave

- A. *Excused Absence Without Pay — Emergencies and Special Needs*

Upon request a Professional and Administrative Association Employee may be granted absence, without pay, for emergencies and special needs for a period not exceeding twenty (20) consecutive working days. For such absence, an Employee shall notify his Administrative Head of length of absence and date of return. If the period of time is to exceed the above-time limits, the Employee must apply for a Personal Leave of Absence. If the Employee has time in his vacation bank, he may charge the absence to this bank.

B. *Personal Leave of Absence Without Pay*

An Employee shall be granted a Personal Leave of Absence without pay, upon request, for not less than twenty (20) consecutive working days, nor more than one (1) year, provided:

1. He has been a regular full-time Employee for one year or more.
2. All accrued vacation has been used.
3. The Administrative Head of his 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 his return.
4. Group, Medical and Life Insurance coverage may be continued upon written request by the Employee (without University subsidy) by the Employee paying the full rate.
5. To return to work:
 - a. The Employee shall notify the University Personnel Office at least one (1) week prior to anticipated return date so arrangements may be made for return-to-work physical examination.
 - b. If the following conditions arise during the leave, 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 the time of examination:
 - (1) An illness of two (2) or more consecutive weeks
 - (2) Surgery
 - (3) Hospitalization
 - c. The Employee shall satisfactorily pass the physical examination at the Health Service.
6. The University Personnel Office will notify the Employee's department regarding results of physical examination and direct the issuance of necessary forms to reinstate the Employee on the University payroll.
7. Any payroll deductions in effect prior to the leave will be reinstated, at the Employee's option.

8. The Employee will return with the same continuing service status as in effect at the time of the granting of leave. Salary will be increased by any general adjustments granted to the classification during the leave period and fringe benefits shall be those in effect at the time of the Employee's return.
9. Official leave time for personal reasons is deductible from service years when computing eligibility for Disability Income Program and Retirement.

XXXII. Excused Absence (Personal Illness, Emergencies, Special Needs)

A. *Excused Absence With Pay*

A Professional and Administrative Employee shall be granted excused absence with pay for personal illness, emergencies and special needs. Such absence is charged to the staff member's Illness/Disability Bank and shall be reported on the Payroll Exception Report. Excused absence with pay will be granted for the following reasons:

1. Death of a member of the immediate family (up to five (5) consecutive working days).
2. Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
3. Emergency care of a member of the immediate family (up to two (2) consecutive working days).
4. Quarantine required as a result of exposure to a communicable disease.
5. An emergency medical or dental appointment.
6. Up to two (2) additional days during the fiscal year for any personal reason other than those listed above upon completion of six (6) months of service.

Immediate family shall be defined as: Husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchildren.

Aunts, uncles, nieces, nephews, and cousins shall be considered members of the immediate family only if living in the Employee's immediate household.

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

Excessive absence due to personal 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.

XXXIII. Illness Leave of Absence Without Pay

- A. Any Professional and Administrative staff member with continuing service status shall have the right of an Illness Leave of Absence Without Pay for the period of his illness, upon exhausting his Illness/Disability and Vacation Banks for up to one (1) year, provided:
 - 1. He has been a regular full-time Employee and is not eligible for the Long Term Disability Income Program.
 - 2. He submits a Physician's Statement to the Director of the University Health Service certifying his condition and estimated length of time-off needed.
- B. Within the year the Employee shall have the right to return to his position, or a similar one, provided he is able to return in substantially the same state of health and competence as before leaving. In the event he is unable to meet the necessary standards of health and competence, he shall be considered for other jobs for which he may be qualified. In addition, such an Employee shall be eligible for all benefits that he would have received had he not been on leave.
- C. Official Leave Time for Illness is deductible from service years when computing eligibility for Disability Income Program or Retirement.
- D. To return to work, the Employee shall:
 - 1. Notify the University Personnel Office at least one (1) week prior to anticipated return date so arrangements may be made for return-to-work physical examination.

2. Have a "Physician's Report on Illness of Employee" form filled out by his physician and present it to the Health Service at time of examination.
3. Satisfactorily pass the physical examination at the Health Service.

XXXIV. Illness / Disability Bank

A full-time staff member receives full salary for periods of illness of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months pay for cumulative absences within any twelve (12) month period.

An Employee with six (6) or more years of service who absents himself for six (6) continuous months shall receive Short-Term Disability Benefits through the last day of his sixth month of absence. The total allowable benefits shall not exceed seven (7) months pay within any twelve (12) month period.

Replenishment of the Employee's Illness/Disability Bank shall be made on the Employee's anniversary date of original hire.

Days accumulated in an Employee's Illness/Disability Bank shall be printed on his pay stub.

The Administrative Head of the Employee's unit is required to report all illness absences regardless of arrangements made to cover the assignments of the individual who is ill.

XXXV. Mandatory Sick Leave

- A. 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 materially such person's ability to properly fulfill the duties and responsibilities of his University position.
- B. The executive head of a school, college, division, or other unit having reason to believe that grounds appear to exist for the issuance of such a directive by the Health Service Director shall be obligated to bring the matter promptly to the attention of the University Personnel Office.

- C. The Employee shall be entitled to appeal his placement on Mandatory Sick Leave through established channels in the Grievance Procedure.

XXXVI. Pregnancy and Related Illness

- A. The Employee shall provide reasonable notice to the University in accordance with the following procedures:
 - 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 will be entitled to remain on the job until such time as she is no longer physically able to continue in the active employment of the University.
- C. Pregnancy related illness/disability, including the inability to continue work in accordance with Section B above, shall be covered by the same benefits and procedures as other illness/disability under this Agreement. The following provisions of this Agreement are specifically included:
 - 1. Coverage under Article XXXII Excused Absence, until such benefits are exhausted; and then,
 - 2. Coverage under Article XXX, Vacation, until such benefits are exhausted; and then,
 - 3. Coverage under Article XXXIII, Illness, Leave of Absence Without Pay, until ineligible; and then,
 - 4. Coverage under Article XXXI, Excused Personal Leave, until ineligible.

- D. An Employee who does not desire to work during the course of pregnancy may request a Personal Leave of Absence under the provisions of Article XXXI of this Agreement.
- E. Pregnancy, without accompanying illness/disability, shall not constitute cause for any Employee to fail a return-to-work physical examination.
- F. The provisions of this Agreement apply without regard to marital status.

XXXVII. Military Reserve and National Guard Duty

The Military Selective Service Act provides that Reservists and National Guardsmen be permitted time-off from their employment to perform (1) short-term active training duty and/or (2) to participate in weekly drills, week-end drills, or Summer training.

A. *To Participate in Active Training Duty* *(usually 4 to 6 months)*

- 1. Before leaving his assignment the Employee must:
 - a. Request a Leave of Absence.
 - b. Present a copy of his military orders to the University Personnel Office.
 - c. In time of emergency, the Employee should contact his supervisor and present his military orders upon returning to employment.
- 2. To qualify for reinstatement:
 - a. The person must have been an Employee in a position other than temporary before his induction.
 - b. He must have left his job to enter military service.
 - c. He must satisfactorily complete his training duty.
 - d. He must apply for reinstatement within thirty-one (31) days after his release from training duty.
 - e. He must be qualified to perform the duties of his former position.

3. Rights after reinstatement:

- a. Reinstated Employees are entitled to the seniority standing they would have attained if they had not been absent in the service;
- b. The pay rate they would have attained had they not entered military service, including all general increases or raises applicable to their classification;
- c. The equivalent status they would have acquired if they had not been absent in service;
- d. Rights to equivalent fringe benefits granted Employees on non-military leaves;
- e. Protection against discharge, except for cause, for six (6) months following reinstatement. Improper layoff is considered discharge without cause, for these purposes.

B. *Weekly Drills, Weekend Drills, or Summer Training*

1. Before leaving his assignment the Employee must notify his Administrative Head of the dates of his military duty, and submit a request to be absent from his employment for that period.

- a. If the period of absence does not exceed his Vacation Bank, the Employee shall have the option of charging such absence to his Vacation Bank, if available, or requesting the University to pay him the difference between his military pay and his regular salary during the period served.

(1) To Charge Duty to Vacation Bank

- (a) The Administrative Head shall list dates of absence on the Payroll Exception Report, giving reason for absence.

(2) To Request University Pay for Difference Between Military Pay and Regular University Salary

- (a) The Employee must present his military orders to the Payroll Department before he leaves for duty.
- (b) The Administrative Head shall charge the Employee with personal absence on the

Payroll Exception Report for the period he is on duty.

- (c) When he returns from duty, the Employee shall present his military pay voucher to the Payroll Office and receive a University check for the difference between his University and his military pay.

2. To Qualify for Reinstatement:

- a. The Employee must meet the requirements stated in A-2, but must report for work at the beginning of the next regularly scheduled working period following his release from training duty. However, if factors or circumstances beyond his control delay his return, he remains protected by the law.

3. Rights After Reinstatement:

- a. All reinstatement rights apply as listed in A-3.

XXXVIII. Veterans Re-Employment Rights

Both the Selective Service Act of 1940 and the Military Selective Service Act require Employers to rehire veterans if the veterans meet certain eligibility requirements. However, a veteran need not be rehired if an Employer's circumstances have so changed as to make rehiring impossible or unreasonable.

A. *Eligibility Requirements*

1. Before entering military service the Employee must:

- a. Request a Leave of Absence.
- b. Present a copy of his military orders to the University Personnel Office.

2. To qualify for reemployment:

- a. The veteran must have been employed in a position other than temporary before his induction.
- b. He must have left his job to enter military service.
- c. He must receive a certificate of satisfactory completion of military service.
- d. He must apply for reemployment within ninety (90) days of his discharge from military service,

or from hospitalization continuing after discharge, provided the period of hospitalization after release from active duty does not exceed one (1) year.

e. He must be able to perform the duties of his former position.

b. *Rights After Reinstatement*

1. A veteran must be employed with the same seniority, status, and pay he would have had if he had not entered military service.
2. He is entitled to all benefits offered by the Employer according to the Employer's established rules and practices for Employees on Leave of Absence in effect when the veteran returns. These benefits include vacation benefits, group insurance plans, retirement and pension plans, and other security or welfare programs.
3. He is entitled to any wage increase or promotions he would have received had he remained on the job.
4. A veteran may not be discharged without cause for one (1) year following his re-employment. Although protection against discharge is limited to one (1) year, there is no statute of limitation on protection of his seniority rights.

XXXIX. Jury Duty

- A. An Employee called for jury duty, or whose appearance in court is required by subpoena, will be paid 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.
1. The Employee may, if he wishes, charge any of this time to his Vacation Bank and retain the court fee.
- B. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
1. Bring the court summons to the University Personnel Office.

2. Sign an affidavit that court fees he receives will be turned over to the University.
 3. Bring court checks and court Time Reports to the University Personnel Office when his court duty is terminated.
- C. To charge jury duty or other required court appearances to vacation, the Administrative Head shall send Form 1682, 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.

XL. Life Insurance

- A. All Professional and Administrative Association members on a fractional or full-time basis will be provided with \$5,000 non-contributory life insurance. Employees may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible Employees shall be entitled to elect one of the following:
- Option No. 1 \$5,000 non-contributory insurance only.
 - Option No. 2 \$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.
 - Option No. 3 \$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.
- B. An Employee who participated in the Wayne State University TIAA retirement program for five (5) years and retires after age 55 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 55 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.

XLI. Hospital Insurance

- A. Hospitalization insurance is available to Employees through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). All Professional and Administrative Employees working 50% or more time shall be eligible to participate in one of the two programs 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. New Employees should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the Employee's effective date of hire.
- C. The Massachusetts Mutual plan becomes effective on the date of employment, except that if the Employee is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he is actively at work on his regular schedule.
- D. The Metro plan becomes effective the first of the month following the month the staff member becomes employed and completes an application form.
- E. 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. If coverage is under the Metro plan, he must wait until the next enrollment period.
- F. All staff members who qualify for retirement at age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). Retirees will be responsible for paying the full premium.

XLII. Long Term Disability Income Insurance

- A. The University, at no cost to the staff member, provides a program of disability income insurance.
- B. Participation begins after the staff member has completed three (3) full years of service at the University.
- C. Benefits for an insured staff member begin after six (6) months of continuous total disability for as long as the disability continues or until the affected individual retires, but in any case, not beyond age 65.
- D. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and workmen's compensation, is equal to 60% of a 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. The monthly income benefit will never be less than \$50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan.

XLIII. Retirement

- A. Full-time Employees with two (2) years of University service, and who have attained thirty (30) years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only by the Executive Vice President.
- B. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.

- C. An important feature of the retirement program is that benefits purchased by contributions of both the University and the individual are fully funded and completely vested in the individual. If the staff member leaves the University, he may carry with him in the form of TIAA and CREF contracts all the benefits thus purchased. Ordinarily such contracts cannot be surrendered for cash, since the purpose is to provide retirement income. However, if a participant leaves the University and does not transfer to another TIAA plan, and if his contract is less than five years old, or if the attained balance arising from payments already made is less than \$2,000, TIAA will repurchase the contract and the individual will receive that portion of the accumulation which is attributable to his own contributions. Monthly annuity benefits may be paid at any age provided the staff member is not actively employed by an institution participating in TIAA/CREF. Information regarding other options may be obtained from the Staff Benefits Office.
- D. At the time of retirement an Employee is paid $\frac{1}{2}$ of his salary for the number of days remaining in his Illness/Disability Bank not to exceed 30 days pay.
- E. A regular full-time Employee, immediately upon employment, may on an individual basis choose to participate in the retirement program without University subsidy.
- F. Accrued Vacation Bank must be used prior to the effective date of retirement.

XLIV. Participation in Professional Organizations

The University maintains institutional memberships in selected state and national organizations. Employees who are designated by the University as institutional representatives and are assigned by the University for attendance at sessions of those organizations shall be reimbursed by the University for expenses incident thereto, in accordance with the established policies for expense reimbursement.

Whenever Employees are assigned to attend any professional meetings as official representatives of the University, expenses

will be reimbursed in accordance with the established policies and procedures. All such Employee participation must be approved in advance.

These policies are in no way inconsistent with the Employee's option to participate as an individual and at his own expense in professional organizations that establish and maintain the Employee's status as a professional person. Where attendance at functions of such professional organizations require released time, it may be approved by the Administrative Head of the department, based on the merits of the request and where work schedules of the department permit.

XLV. Time Off for Conventions

- A. Upon giving at least two(2) weeks advance notice in writing to the University Personnel Director, with a copy to the Administrative Head of the Unit, officers and representatives of the Professional and Administrative Association will be afforded time off with pay to attend educational meetings and/or conventions related to collective bargaining. In the event of extenuating circumstances, exception to the two (2) week written notice may be made by the University Personnel Director.
- B. No more than two (2) representatives will be absent at any one time and the total number of working days absent will not exceed ten (10) in any fiscal year.

XLVI. 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 sixteen (16) credit hours within four (4) consecutive quarters and no more than eight (8) credit hours in any quarter. 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 ad-

ministered 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 grades within six (6) months follow-

ing 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 immediately after fees are paid and registration completed. 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.

XLVII. Salary Committee

A joint Association-University Salary Committee shall be established to obtain and review current salary information.

The University Personnel Director shall be Chairman of that Committee.

Procedures for obtaining and reviewing such information shall be prepared by the Committee and administered through the University Personnel Department.

The Committee shall work on a continuing basis and shall have information available at least ninety (90) days before contract expiration.

XLVIII. Special Conferences

- A. Special Conferences may be arranged between representatives of the University and representatives of the Professional and Administrative Association for the following purposes:
1. To review and recommend for improvement standards of cleanliness, comfort, and conditions of safety.
 2. To review equipment and work aides and make recommendations for appropriate improvements.
 3. To review and make recommendations regarding problems of appropriate space.
 4. To review and make recommendations regarding personnel policies and procedures.
 5. Other such matters, as well as the listed subjects, shall be confined to matters relative to the Bargaining Unit.
 6. Such Special Conferences shall be requested in advance through the Director of Personnel and shall be held within ten (10) working days of the request for the conference.
 7. An agenda for the matters to be discussed shall be presented at the time the conference is requested.
 8. For final disposition (except for items which are subject to the Grievance Procedure) recommendations by the Special Conference shall be communicated to the Executive Vice President for appropriate action. A written report on the disposition of the recommendations will be sent to the committee within thirty (30) days.

XLIX. 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

percent (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 five per cent (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 Professional and Administrative 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	December 17, 1975
April 1, 1976	March 10, 1976

Employees eligible for a 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 five percent (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 five percent (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.

L. **Grievance Procedure**

- A. Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall be settled in conformity with the following established Grievance Procedures:

Step 1. Any Employee having a grievance, or one designated member of a group having a grievance, after first having notified the immediate supervisor of his grievance, may at his option discuss the matter directly with his supervisor or call his Association Representative for the purpose of attempting to adjust the grievance.

Step 2. If the matter is unresolved, or the aggrieved is not satisfied with the results of Step 1, within seven (7) calendar days following Step 1, the Association Representative shall submit a written request for a hearing between the Employee, the Association Representative and the Administrative Head or his designated representative, stating the nature of the grievance, the provision(s) alleged to have been violated and the adjustment sought. The

meeting shall be held within seven (7) calendar days of receipt of the written grievance. A written disposition of the hearing shall be submitted to all concerned within seven (7) calendar days of the hearing.

The grievance must be presented in writing by the Association Representative to the Director of the Unit, or his designated representative, within thirty (30) calendar days following its occurrence, or within thirty (30) working days of the date it is reasonable to assume that the Employee became aware of it, in order to be a proper matter for the Grievance Procedure.

Any grievance not appealed in writing from an answer at Step 2 of the Grievance Procedure to Step 3 of the Grievance Procedure within fifteen (15) working days after such answer, shall be considered settled on the basis of the last answer and not subject to further review.

Step 3. If the grievance is unresolved, the Association Representative may appeal by submitting a written request within seven (7) calendar days to the Executive Vice President or his designated representative for a meeting to be held within ten (10) calendar days between the Association Representative, the Executive Vice President or his designated representative, and the University's Director of Personnel. The Executive Vice President or his representative shall submit a written disposition to the Association within ten (10) calendar days after the meeting.

B. *Departmental/Unit-wide Grievances*

1. Professional and Administrative Association grievances involving a complete department may be initiated at Step 2.
2. Professional and Administrative Association grievances involving the complete Bargaining Unit may be initiated at Step 3.

C. *Arbitration*

In the event a satisfactory settlement of the grievance has not been reached after action by the Executive Vice President, the grievance shall be submitted to arbitration at the request of either party within thirty (30) calendar

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

1. The arbitration proceedings shall be conducted by an arbitrator to 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.
2. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of 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.
3. The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.
4. 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.

5. The University, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. In the case of a pay shortage 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 covered by such pay, if the Employee files his grievance within thirty (30) working days after receipt of such pay. 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 wages for personal services that he may have received from any source during the period in question.
 5. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case except in the case of representative cases when there is mutual agreement.
 7. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
 8. 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.
- F. By mutual agreement, extension of time limits may be granted.

II. Leave of Absence to Accept Elective or Appointive Public Office

- A. Should an Employee be elected, or appointed, to a public office (City, County, State, Federal) a leave of absence without pay may be granted for a period not to exceed one (1) year providing his Administrative Unit Head can agree (in writing) to either 1) hold the Employee's position "open," or 2) fill the position with "temporary" help.
- B. To resume University service the Employee must provide written notification of his intent to return, on or before his leave termination date, at least thirty (30) days in advance of the date of his intended return. The Employee will return with the same continuing service status as in effect at the time of the granting of leave. Salary will be increased by any general adjustments granted to the classification during the leave period and fringe benefits shall be those in effect at the time of the Employee's return.
- C. An extension of such a leave of absence will be considered upon receipt of a written request at least thirty (30) days in advance of the leave termination date and the possibility of granting such an extension, for a period not to exceed one (1) year, shall be subject to the same provisions governing the original leave of absence.

III. Education Leave of Absence

In order to enhance the professional development of Professional and Administrative Employees, an educational leave of absence for up to one (1) year may be granted to Professional and Administrative Association members for the purpose of professional development benefiting the University, provided:

1. The Employee has been regularly employed for three (3) or more consecutive years.
2. The Administrative Head of the Employee's 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 his return.

3. Group, Medical and Life Insurance coverage is continued only upon written request by the Employee and with the Employee paying the full rate (without University subsidy).
4. To return to work:
 - a. The Employee shall notify the University Personnel Office of date of return at least one (1) month prior to anticipated return date and confirms same again at least one (1) week prior to said date so arrangements may be made for return-to-work physical examination.
 - b. If the following conditions arise during the leave, 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 the time of examination:
 - (1) An illness of two (2) or more consecutive weeks
 - (2) Surgery
 - (3) Hospitalization
 - c. The Employee shall satisfactorily pass the physical examination at the Health Service.
5. The University Personnel Office will notify the Employee's department regarding results of physical examination and direct the issuance of necessary forms to reinstate the Employee on the University payroll.
6. Any payroll deductions in effect prior to the leave will be reinstated, at the Employee's option.
7. The Employee will return with his same continuing service status and at the salary and fringe benefits in effect upon the date of his return.
8. Official leave time for personal reasons is deductible from service years when computing eligibility for Disability Income Program and Retirement.

LIII. Longevity Program

- 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 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 \$10,000</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 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 \$10,000.00.
- I. Pro-rated payments shall be made to those Employees who retire under the University retirement plan prior to October 1 of any year.

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.

LIV. Invalidity

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

LV. Change and Termination

This Agreement shall remain in full force and effect until the 30th day of June, 1976, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, not more than 120 days and not less than 90 days prior to any anniversary date of this Agreement, of its desire to change in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event such notice is given, the parties shall begin negotiations within 45 days of notice.

SIGNATORY TO AGREEMENT

PROFESSIONAL AND ADMINISTRATIVE ASSOCIATION

Maurice I. Long, President

Shirley Thomas, Secretary

George W. Crockett, Jr.

Russell Wichterman

Regina S. O'Neal

C. A. Pokriefka, Jr.

WAYNE STATE UNIVERSITY

J. Don Marsh

J. Thomas Priemer

George J. Morosan

Kenneth M. Smythe

DATE: October 25, 1974

APPENDIX A
PROFESSIONAL / ADMINISTRATIVE
SALARY SCHEDULE
1974 - 75

<i>Salary Range</i>	<i>Minimum</i>	<i>1st Step</i>	<i>2nd Step</i>	<i>3rd Step</i>	<i>4th Step</i>	<i>Maximum</i>
1	\$ 7,158	\$ 7,516	\$ 7,892	\$ 8,287	\$ 8,701	\$ 9,136
2	7,755	8,143	8,550	8,978	9,427	9,898
3	8,351	8,769	9,207	9,667	10,150	10,658
4	9,067	9,520	9,996	10,496	11,021	11,572
5	9,783	10,272	10,786	11,325	11,891	12,486
6	10,498	11,023	11,574	12,153	12,761	13,399
7	11,214	11,775	12,364	12,982	13,631	14,313
8	11,930	12,527	13,153	13,811	14,502	15,227
9	12,526	13,152	13,810	14,501	15,226	15,987
10	13,124	13,780	14,469	15,192	15,952	16,750
11	13,720	14,406	15,126	15,882	16,676	17,510
12	14,316	15,032	15,784	16,573	17,402	18,272
13	14,913	15,659	16,442	17,264	18,127	19,033
14	15,510	16,286	17,100	17,955	18,853	19,796
15	16,107	16,912	17,758	18,646	19,578	20,557
16	16,703	17,538	18,415	19,336	20,303	21,318
17	17,298	18,163	19,071	20,025	21,026	22,077
18	17,896	18,791	19,731	20,718	21,754	22,842

APPENDIX B
PROFESSIONAL / ADMINISTRATIVE
SALARY SCHEDULE
75 - 76

<i>Salary Range</i>	<i>Minimum</i>	<i>1st Step</i>	<i>2nd Step</i>	<i>3rd Step</i>	<i>4th Step</i>	<i>Maximum</i>
1	\$ 7,444	\$ 7,816	\$ 8,207	\$ 8,617	\$ 9,048	\$ 9,500
2	8,065	8,468	8,891	9,336	9,803	10,293
3	8,685	9,119	9,575	10,054	10,557	11,085
4	9,430	9,902	10,397	10,917	11,463	12,036
5	10,174	10,683	11,217	11,778	12,367	12,985
6	10,918	11,464	12,037	12,639	13,271	13,935
7	11,663	12,246	12,858	13,501	14,176	14,885
8	12,407	13,027	13,678	14,362	15,080	15,834
9	13,027	13,678	14,362	15,080	15,834	16,626
10	13,649	14,331	15,048	15,800	16,590	17,420
11	14,269	14,982	15,731	16,518	17,344	18,211
12	14,889	15,633	16,415	17,236	18,098	19,003
13	15,510	16,286	17,100	17,955	18,853	19,796
14	16,130	16,937	17,784	18,673	19,607	20,587
15	16,751	17,589	18,468	19,391	20,361	21,379
16	17,371	18,240	19,152	20,110	21,116	22,172
17	17,990	18,890	19,835	20,827	21,868	22,961
18	18,612	19,543	20,520	21,546	22,623	23,754

APPENDIX C

CLASSIFICATIONS REPRESENTED BY PROFESSIONAL / ADMINISTRATIVE ASSOCIATION

<i>Classification</i>	<i>Salary Range</i>
Accountant I	6
Accountant II	9
Administrative Assistant I	5
Administrative Assistant II	9
Administrative Assistant III	12
Administrative Assistant IV	14
Archives Assistant	2
Archives Assistant, Senior	5
Bookstore Manager I	11
Budget Analyst I	6
Budget Analyst II	9
Buyer I	6
Buyer II	10
Designer, Stage	8
Graphic Artist	4
Information Center Supervisor	10
Information Officer I	6
Information Officer II	9
Information Officer III	12
Institutional Research Assistant I	7
Institutional Research Assistant II	10
Institutional Research Associate	15
Instructional Technology Supervisor I	11
Landscape Architect	10
Library Assistant	2
Library Assistant, Senior	5
Payroll Supervisor	10
Producer/Director I	6
Producer/Director II	8
Producer/Director III	10
Programmer	7
Programmer, Senior	9
Programmer, Lead	11

<i>Classification</i>	<i>Salary Range</i>
Social Planner	17
Staff Benefits Supervisor	15
Systems Analyst	11
Systems Analyst, Senior	14
Systems Manager	15
University Assistant	2
University Editor I	12
University Press Production and Design Manager	11
University Press Promotion Manager	6
University Press Sales Manager	17
Writer, Development	10

Supplemental Letters of Agreement

WAYNE STATE UNIVERSITY

March 8, 1973

Mr. Maurice I. Long, President
Professional and Administrative Association
325 Administrative Services Building
CAMPUS

Dear Mr. Long:

It is understood that for the duration of this Agreement, Library Assistants assigned to the circulation desk in the Purdy Library will be scheduled on a five (5) day work week, Monday through Friday.

Sincerely,

J. Don Marsh
Executive Director
of Employment Relations

cc: Dr. Vern Pings,
Director, University Libraries

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

April 9, 1974

Mr. Maurice I. Long, President
Professional and Administrative Association
325 Administrative Services Building
CAMPUS

Dear Mr. Long:

Library Assistants assigned a Monday-Friday work week, whose schedule includes only one afternoon/evening assignment, will be given an additional forty-five (45) minutes meal time on the day they work the afternoon/evening assignment.

Sincerely,

J. Don Marsh
Executive Director
of Employment Relations

cc: V. Pings
M. Long
G. Crockett
G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

May 11, 1973

Mr. Maurice I. Long, President
Professional and Administrative Association
325 Administrative Services Building
CAMPUS
REFERENCE: *Job Tenure*

Dear Mr. Long:

In implementing Article XI — Job Security, the University recognizes that twenty-nine (29) of the persons currently in our bargaining unit were afforded "tenure status" by the University.

While "tenure status" will not be afforded by our contract to other persons in the unit, those employees whose names appear below will continue to be given all the benefits of tenure status during the course of their employment with us.

Sincerely,
J. Don Marsh
Executive Director
of Employment Relations

PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES WITH TENURE STATUS

Bobbie Alexander	Robert Eskola	Earlene Pawley
Edward Bernier	Rita Hoban	J. O. Petzoldt
Geraldine Bethea	R. R. Kinney	Betty Ray
Alfred Bochenek	Stephania Kubiak	Beryl Robbins
George Booth	Charles Lewis	Dorothy Stubbs
Lois Brown	William Loechel	Frank Ware
Rolland Charpentier	John McConnaughey	Annie Washington
George Crockatt	Rosa Miley	Jean Widger
Gilbert Dodge	Dorothy J. Moor	Geraldine Williams
Gracent Eidt	Cleo Moran	

WAYNE STATE UNIVERSITY

May 11, 1973

Mr. Maurice I. Long, President
Professional and Administrative Association

Supplemental Letters of Agreement

(Continued)

325 Administrative Services Building
CAMPUS

REFERENCE: *Auditing Classes*

Dear Mr. Long:

You have requested that the University consider a proposal to allow members of the Professional and Administrative Association the right to audit classes. This privilege is not afforded employees under the provisions of the University's Tuition Refund Program.

There are two methods which an employee may use in order to audit a class:

1. To audit a course, a student indicates at the time of registration for the course that he does not wish to receive credit. His registration as an auditor is subject to the following regulations:
 - a. All students must pay the fees established for such registrations, which are the same as for courses elected for credit;
 - b. A formal, written approval on the face of the program request is required. Such approval is granted by the Dean or his delegated representative;
 - c. An auditor will not normally be allowed to take quizzes and examinations.
2. The second University policy concerning the auditing of classes is that an employee may be permitted to audit (without fee assessment) a class providing he secures prior consent of the instructor and is willing to comply with the terms and conditions for auditing as determined by that instructor.

In an effort to meet your request with respect to "Auditing," the University's Negotiating Team suggests that the membership of the Professional and Administrative Association exercise one of the two options for auditing as described above.

Sincerely,

J. Don Marsh

Executive Director

of Employment Relations

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

September 11, 1974

Mr. Maurice I. Long, President
Professional and Administrative Association
Wayne State University
325 Administrative Services Building
CAMPUS

Dear Mr. Long:

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 11, 1974

Mr. Maurice I. Long, President
Professional and Administrative Association
Wayne State University
325 Administrative Services Building
CAMPUS

Dear Mr. Long:

During our recent negotiation sessions seeking to draft terms of a new Agreement, the Professional and Administrative Association raised the suggestion that an exchange of views with respect to matters concerning the posting of position vacancies, as well as the evaluation and selection process of candidates for placement, would be beneficial.

The University is supportive of such a suggestion and, within ninety (90) days of the signing of a new Agreement, will convene a study group for the purpose of securing appropriate recommendations in these areas.

Sincerely,

J. Don Marsh
Executive Director
of Employment Relations

cc: E. L. Cushman
M. Stewart
G. Morosan
T. Piermer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

September 23, 1974

Mr. Maurice I. Long, President
Professional and Administrative Association
325 Administrative Services Building

CAMPUS

REFERENCE: *Wage Adjustments for Former Employees*

Dear Mr. Long:

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 Professional and Administrative 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: G. Morosan
T. Priemer
K. Smythe

Supplemental Letters of Agreement

(Continued)

WAYNE STATE UNIVERSITY

September 23, 1974

Mr. Maurice I. Long, President
Professional and Administrative Association
325 Administrative Services Building

CAMPUS

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

Dear Mr. Long:

It is mutually understood that following ratification and signing of this Agreement, the University and the Professional and Administrative 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