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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

Between

LOCAL 177-M, SERVICE
EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO

And

WAYNE STATE UNIVERSITY

Wayne State

MERC
503 Dept. of Labor Bldg.
7310 Woodward
Detroit, Mich.
48202

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A G R E E M E N T

This Agreement entered into as of May 22, 1972 between the BOARD OF GOVERNORS of WAYNE STATE UNIVERSITY (hereinafter referred to as the "EMPLOYER") and WAYNE STATE UNIVERSITY FOREMAN'S LOCAL 177-M of Service Employee's International Union, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

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

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

I. RECOGNITION - EMPLOYEES COVERED

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

1. All Janitor Foremen, Janitor Working Foremen, Laborer Foremen, Landscape Foremen, Landscape Working Foremen, and General Foremen.

II. NON-DISCRIMINATION

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

III. UNION SECURITY

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

III. UNION SECURITY (Cont.)

A. 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 have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Union may initiate its own grievances for protection and maintenance of this Agreement.

B. The University agrees to notify all new employees in classifications covered by this Agreement that the "Union" is the sole bargaining representative for their respective classifications.

C. 1. Employees covered by this Agreement who at the time it becomes effective were members of the "Union" shall be required as a condition of continued employment to maintain their membership in the "Union", or to pay service fees equal to the membership dues in accordance with the By-laws of the "Union" for the duration of this Agreement and any extensions thereof.

III. UNION SECURITY (cont.)

2. Employees in the Bargaining Unit who are not members of the "Union" at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date, or pay service fees equal to the membership dues in accordance with the By-laws of the "Union" for the duration of this Agreement and any extension thereof.

D. 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 "Union", or to pay a service fee equal to the membership dues, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

E. The University shall be notified in writing by the "Union" 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.

IV. MANAGEMENT RIGHTS

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

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

C. The Employer shall have the right to expect the Union members to exercise customary and regular supervisory functions in the discharge of their duties. Included is the responsibility of the Union membership to represent the University's interests in its relationship with members of other Unions with whom the Employer may have contracts. The members of this Union shall represent the University to insure the fulfillment of Management's Rights as identified in agreements entered into

IV. MANAGEMENT RIGHTS (Cont.)

between the University and other Unions. The members of this Union shall be responsible for the interpretation, observance and enforcement of University Policies and Procedures insofar as they govern the conduct of employees under their supervision. The Union further agrees that its members shall fulfill their responsibilities to the extent that they will endeavor to secure a fair day's work from the employees under their supervision.

V. SUB-CONTRACTING

The right of contracting or sub-contracting is vested in the Employer. The University's right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members, nor shall it result in a reduction of the regular work week or present overtime of any member of this bargaining unit.

VI. UNION DUES AND INITIATION FEES

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

B. Check-off Forms: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off Dues, hereinafter set forth the Employer agrees to deduct Union membership dues levied in

VI. UNION DUES AND INITIATION FEES (Cont.)

accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following

"Authorization for Check-off of Dues" form:

**AUTHORIZATION FOR PAYROLL DEDUCTION
FOR UNION OR ASSOCIATION DUES**

I hereby request Wayne State University to deduct _____ from my earnings bi-weekly and to increase or decrease this amount in accordance with the dues schedule, for remittance of my Union or Association dues and/or authorized assessments or service fee to _____

Assignee: Union or Association Name and No.

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

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

NAME		SOC. SEC. NO.	
HOME ADDRESS		HOME PHONE	
CITY	STATE	ZIP	
COLLEGE OR DIVISION		DEPARTMENT	
CLASSIFICATION		DATE HIRED	
SIGNATURE		DATE	
		/ /	

FORM 10-627 3M 7-71

WAYNE STATE UNIVERSITY

PERSONNEL DEPARTMENT COPY

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

D. The University shall not be liable to the Union 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 Union 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 Union.

VII. STRIKES

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

VIII. PROBATIONARY EMPLOYEES

A. The initial probationary period for employees in classifications covered by this Agreement shall be six (6) months in length, beginning with the date of hiring. Periods of absence from work shall not be counted towards completion of the initial probationary period.

B. The probationary period for employees promoted within classifications covered by this Agreement shall be three (3) months in length, beginning with the date of promotion. Periods of absence from work shall not be counted towards completion of the promotional probation period.

C. Employees continued in classifications covered by this Agreement beyond their respective probationary periods shall acquire classification seniority beginning with the date of hiring, or promotion. Should a promoted employee fail to qualify for the higher classification, he shall revert back to his former classification covered by this Agreement without prejudice.

VIII. PROBATIONARY EMPLOYEES (Cont.)

D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment, except no matter of discipline, layoff, recall, termination, or demotion of a probationary employee shall be subject to the grievance and arbitration procedures contained in this Agreement.

IX. WORK DAY AND WORK WEEK

A. The work day shall consist of eight (8) consecutive hours with one-half hour off for lunch.

B. The regular work week shall consist of five (5) consecutive working days of eight (8) hours each day, Monday through Friday, except for those classifications and assignments required in seven (7) day operations. The regular work week shall consist of forty (40) hours per week.

C. The beginning and ending time for each shift, insofar as possible, will be as follows:

7:00 a.m. until 3:00 p.m.; 7:15 a.m. until 3:15 p.m.;

7:30 a.m. until 3:30 p.m.; 9:00 a.m. until 5:00 p.m.;

3:00 p.m. until 11:00 p.m.; 3:30 p.m. until 11:30 p.m.;

4:00 p.m. until 12 midnight; and 5:00 p.m. until 1:00 a.m.

The Union will be provided seven (7) day written notification of any proposed change in or addition to the above listed "work shift" schedules.

IX. WORK DAY AND WORK WEEK (Cont.)

D. In the event an Employee in the Bargaining Unit is not able to report to work on his regular shift, he shall notify the department, if possible, within two (2) hours prior to the starting time of his shift and in any event no later than two (2) hours after the starting time.

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

X. OVERTIME

A. A daily overtime premium of time and one-half will be paid for work in excess of eight (8) hours per day.

B. A weekly overtime premium of time and one-half will be paid for work on the sixth (6th) day and double time for work on the seventh (7th) day or any Sunday work.

C. Paid sick leave, holidays or vacation will be treated as days worked in computing weekly overtime.

D. The annual salary will be determined by multiplying the hourly rate by 2080 and shall be paid bi-weekly. In effect there shall be a total of twenty-six (26) pay periods per calendar year.

X. OVERTIME (Cont.)

E. Employees on emergency call-ins shall be guaranteed four (4) hours work time.

F. Any overtime earned before the payroll closing date will be paid on the nearest following pay date.

G. Every employee shall be given the opportunity to avail himself of overtime, holiday, and call-in work which shall be distributed among all employees on a rotation basis by offering said opportunity equally to every employee through use of the seniority list for the respective classifications. In the event that a given opportunity to perform overtime, holiday, or call-in work shall be refused by available employees in the classification, the University may assign same to the employee with the least seniority of those available in the classification.

XI. VACANCY REPLACEMENT PROCEDURE

A. In the event a position is vacated for more than thirty (30) days, and it is determined that the position is to be retained, the position vacancy will be posted and filled (in accordance with the Promotion and Demotion provisions of this Agreement) within three (3) working days. The filling of such a vacancy will be subject to the seniority and contract rights of the employee creating the vacancy should that employee return to work.

XI. VACANCY REPLACEMENT PROCEDURE (Cont.)

B. When the position is awarded, pursuant to the above, the Union and the Employee to whom the position is awarded shall be informed (in writing) as to the exact status of the position and the seniority rights thereto, if any, of any other employee.

C. In the event that the University determines not to retain a position, it shall give written notice to the Union within the thirty (30) day period as described above.

XII. "SWING" JANITOR FOREMAN

A. The University shall employ one (1) full-time "Swing" Janitor Foreman to provide necessary supervisory needs of a temporary nature.

B. In the event no member of the Bargaining Unit applies for a posted vacancy, the "Swing" Janitor Foreman may be assigned to such vacancy on a temporary basis until the position is filled.

C. The "Swing" Janitor Foreman may exercise his seniority for any posted position of a permanent nature.

XIII. PROMOTIONS AND DEMOTIONS

A. Promotions or transfers within the Bargaining Unit, either temporary or permanent, shall be made on the basis of seniority and qualifications. Job vacancies will be posted

XIII. PROMOTIONS AND DEMOTIONS (Cont.)

for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place where the punch clocks are located. Employees interested shall apply within the seven (7) calendar day posting period.

B. The senior employee applying for promotion who meets the requirements shall be granted a reasonable probationary period of ninety (90) days.

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

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

E. During the probationary period employees will receive the rate of pay for the job they are performing.

F. Any employee required to work in a higher classification for a period of five (5) days or longer shall be paid the rate of pay for the higher classification during the time he works said job.

XIV. SENIORITY

A. Classification Seniority - Length of time a person has served in a specific classification. This seniority will be used in determining shift preference.

B. Total Seniority - based on total continuous University service in regular positions of the Employer. This seniority will be used to determine fringe benefit eligibility and will be a consideration in the event of any contemplated reduction of work force.

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

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

E. When an individual is granted an illness leave of absence, seniority rights will be frozen at the time the leave is granted and no further accrual will be made until the individual returns to regular employment.

F. If a person serving in a supervisory capacity in a specific work area reverts to an assignment with the working crew in a work area, he shall have seniority rights established

XIV. SENIORITY (Cont.)

in said crew on the basis of seniority earned while serving as a member of the regular work force plus the seniority which he accrued while service as a supervisor.

G. Full seniority rights shall be accumulated by employees while serving in a supervisory capacity.

H. If an employee voluntarily wishes to return to his former classification after six (6) months, he will not be placed unless a vacancy exists.

I. If an employee to be laid off has had prior satisfactory work experience in a lower classification included within the Bargaining Unit, he shall be retained in lieu of an employee in the lower classification who has less seniority.

J. The seniority list on the date of this Agreement will include the names and job titles of all employees of the unit with notation of both their classification and total seniority.

K. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union and Council Office with up-to-date copies every six (6) months.

XV. SENIORITY OF OFFICERS

A. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, and Stewards of the Local Union shall, in the event of a

XV. SENIORITY OF OFFICERS (Cont.)

lay-off only, be continued at work at all times provided they can perform the work available.

B. For the purpose of correct, and up-to-date inclusion of such employees on the seniority list, the Local Union shall submit a list of Officers and designated Stewards after each election, as well as notify the Employer promptly of any changes in this listing.

XVI. STEWARDS AND ALTERNATE STEWARDS

A. Employees in the Bargaining Unit shall be represented by one Steward who shall be a regular employee working in the Bargaining Unit.

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

C. The Steward, during his working hours and without loss of time and pay may, in his own area of jurisdiction only, investigate and present grievances to the Employer. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time will be devoted to the expeditious handling of grievances and will not be beyond reasonable limits.

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

XVII. TIME OFF FOR UNION OFFICERS AND DELEGATES

Upon giving reasonable notice to the Employer, one officer or representative of the Local Union will be afforded time off with pay to attend a union conference or convention. Time allocations for said activity shall be limited to not more than five (5) days in any one calendar year.

XVIII. 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.

XVIII. JURY DUTY (Cont.)

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 date 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.

XIX. REDUCTION OF THE WORK FORCE AND RECALL

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

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

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

XIX. REDUCTION OF THE WORK FORCE AND RECALL (Cont.)

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

E. When jobs are restored after a layoff, employees will be recalled according to inverse order of layoff, provided they are able and qualified to perform the available work.

F. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall, he shall be considered a quit.

XX. AUTOMATIC RESIGNATION

The following constitute voluntary resignation:

A. Written notice of resignation.

B. An employee failing to report to work for three (3) consecutive working days without notice to the Employer.

However, if after investigation, it is found that the Employee

XX. AUTOMATIC RESIGNATION (Cont.)

had a reasonable excuse for such absence from duty he shall be reinstated and will not suffer any loss of earned benefits.

XXI. HOLIDAYS

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

1. When one of the holidays indicated above falls on a Saturday or Sunday, another day shall be observed as the holiday.

2. An employee shall receive no pay for the holiday if, on either of the scheduled work days immediately before or after the holiday he absents himself for any portion of such work day in excess of three (3) employment hours and the absence is for reasons other than paid sick leave, vacation or leave with proper permission.

3. If an employee works on any of the holidays above mentioned, his total compensation shall be One Hundred and Fifty (150%) percent of his basic or hourly rate plus eight (8) hours for the holiday pay.

4. When a University holiday falls during an Employee's vacation, he shall be paid for the holiday and it

XXI. HOLIDAYS (Cont.)

shall not be deducted from his Vacation Bank. The unused vacation day may be used at another time to be arranged with the Superintendent, or his designate.

XXII. VACATION

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

<u>Length of Service</u>	<u>Allowance</u>	<u>Maximum Accrual</u>
0 thru 4 years	1 day per month	24 days
5 thru 10 years	1 $\frac{1}{4}$ days per month	30 days
11 thru 15 years	1 $\frac{1}{2}$ days per month	36 days
16 or more years	1-5/6 days per month	44 days

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

C. Vacation schedules are arranged by the Division Head, taking into account the Employee's preference and the work load in the Division. If there is a conflict in the scheduling of vacations, seniority will prevail.

D. Only five (5) vacation days within a fiscal year may be taken a day or two at a time. The remainder shall be taken in blocks of five (5) or more days. Exceptions, if work schedules will permit, may be made by the Division Head or his designate.

XXII. VACATION (Cont.)

E. Vacations will be taken in the year in which they are earned. However, if approval is given in writing by the Division Head, vacation time may be accrued up to the maximum stated in Article XXII, A, above.

XXIII. LONGEVITY

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

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

<u>Continuous Service</u>	<u>Percentage of Form W-2 Gross Earnings not to Exceed \$6,000.00</u>
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%

XXIII. LONGEVITY (Cont.)

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

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

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

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

Continuous service shall be broken by:

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

XXIII. LONGEVITY (Cont.)

G. Employees absent from work due to layoff, physical disability, or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate, continuous service for any period thereafter until they are returned to active pay status. When an employee returns to active pay status he will begin to accumulate continuous service credit based upon, and added to, his previous service accumulation. For the purpose of this Agreement, employees utilizing their sick leave bank, or vacation bank, shall be considered to be on active pay status.

H. No longevity payment as shown in the schedule shall be made for that portion of an employee's Form W-2 for the preceding calendar year which is in excess of \$6,000.

I. The first payment under this program shall be due in December 1971, and shall be based on the employee's 1970 Form W-2.

J. Effective October 1, 1972, pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1972, and to those who retire prior to October 1 of any year thereafter. In case of death, longevity payments shall be pro-rated and made, at the option of the University, either to the employee's beneficiaries (dependents)

XXIII. LONGEVITY (Cont.)

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.

XXIV. LEAVES OF ABSENCE

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

A. Military Leave - Long Term: In the event an Employee is called to extended active duty for more than seventeen (17) days as a member of a reserve component, National Guard, by being drafted, or by voluntary enlistment, a leave of absence without pay shall be granted for the extent of the military duty with re-employment rights and benefits in conformance with Federal statutes.

Short-Term: Regular Employees who belong to the National Guard, Officers Reserves Corps, or similar military organizations will be allowed the normal seventeen (17) day leave of absence in any one given instance when ordered to active duty

XXIV. LEAVES OF ABSENCE (Cont.)

or for training. The Employer will pay the difference between these Employees' military pay and regular pay if their military pay is less. The Employee will receive full pay if such short-term military leave is taken and charged to his vacation.

B. Illness Leave:

1. In the event an Employee is away from his assignment because of personal illness verified by medical authority, including one designated by the Personnel Office if it deems it necessary, said Employee will be permitted to utilize his accumulated illness bank and his vacation bank.

2. In the event no further benefits are available to provide full pay, the employee will be placed on an illness leave of absence for the extent of the illness up to a maximum of one (1) year and will be returned to his assignment or one of comparable stature provided he is approved for return by the medical examiner of the Employer as being in approximately the same state of health as existed prior to his illness.

3. If any illness or injury arises out of or in the course of his employment, an Employee shall remain on illness leave for the extent of his absence unless he redeems his compensation rights.

4. In the event that the condition of an Employee's health or physical condition has been altered as a

XXIV. LEAVES OF ABSENCE (Cont.)

result of his absence, efforts shall be made to find a position commensurate with his physical capacity.

C. Education Leave of Absence for Veterans: Employees will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years without pay in order to attend school full time under applicable Federal laws in effect on the date of this Agreement. Seniority rights shall continue in effect during leave.

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

a. Immediate family shall be defined as: Husband, Wife, father, mother, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, and son-in-law. Aunts, uncles, nieces, nephews, cousins and grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household.

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

E. Personal Need Days: Employees who have completed nine (9) months of service may use up to two (2) days

XXIV. LEAVES OF ABSENCE (Cont.)

during the fiscal year for any personal reason. Such days will be charged to the Employee's Absence-With-Pay bank provided the Employee gives his supervisor three (3) working days notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable.

XXV. ILLNESS BANK

A. An illness bank, specifically set up to provide income for an employee during periods of personal illness or emergencies that arise within his family, shall be set up and accumulated as follows:

1. Sick days shall accrue as follows:

a) 12 days for each fiscal year, pro-rated for new employees depending upon the date of initial assignment.

b) 5 days each fiscal year, beginning after one full fiscal year (July 1 - June 30) of service.

This bank is cumulative to a total of 200 days.

B. The Employer agrees to pay all employees one-half ($\frac{1}{2}$) of their accumulated unused sick days in cash upon retirement up to a maximum of pay for thirty (30) days. After completion of five (5) years of continuous active service, upon separation from the Employer's service for reasons other than retirement, the Employer shall pay the employee one-quarter ($\frac{1}{4}$) of his accumulated

XXV. ILLNESS BANK (Cont.)

sick days up to a maximum of pay for fifteen (15) days providing that the employee has given the Employer two (2) weeks notice of intent to separate.

XXVI. 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.

XXVII. PHYSICAL EXAMINATIONS

A. Physical examinations shall be given at the University Health Service, by appointments arranged through the

XXVII. PHYSICAL EXAMINATIONS (Cont.)

University Personnel Office under the following conditions:

1. Prior to assignment or reassignment or reclassification, all Employees may be required to satisfactorily complete a physical examination.

2. A physical examination shall be required for current University employees:

a. After an illness of ten or more consecutive working days*

b. After surgery*

c. After hospitalization*

d. After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation

e. Upon return from workmen's compensation

f. Prior to placement on income disability

g. Prior to mandatory sick leave

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

3. A mandatory physical examination at University expense shall be scheduled in cases where the supervisor/foreman or administrative head has reason to believe that an

XXVII. PHYSICAL EXAMINATIONS (Cont.)

Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his University position.

XXVIII. HOSPITAL INSURANCE

A. Hospitalization insurance is available to employees through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and Community Health Association (CHA). All employees in the Bargaining Unit covered by this Agreement 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

XXVIII. HOSPITAL INSURANCE (Cont.)

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 CHA 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 CHA plan, he must wait until the next enrollment period.

F. All staff members who qualify for retirement 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 Community Health Association. Retirees will be responsible for paying the full premium.

XXIX. LIFE INSURANCE

A. All employees in full time positions will be provided with \$5,000 noncontributory 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:

XXIX. LIFE INSURANCE (Cont.)

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 60 shall qualify for the retirement life insurance policy in force (currently \$2,500) when employee retires, fully paid by the University.

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

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

XXX. INCOME DISABILITY PROGRAMS

A. Short-Term Disability

1. After five (5) years of active service, employees shall be covered by the Employer's Short-Term Disability income program and will be entitled to full pay during periods of disability for no less than the number of days accrued in their banks. Upon exhaustion of his vacation and illness banks in less than six months of continuous disability, the individual will be paid fifty (50%) percent of his salary in effect at the time of disability, not to exceed Five Hundred (\$500.00) Dollars per month, which will continue through the last day of the sixth month of continuous absence provided the employee qualifies for Long-Term Disability Income.

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

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

B. Long-Term Disability

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

XXX. INCOME DISABILITY PROGRAMS (Cont.)

continuous disability. The benefits will be paid as long as the disability continues or until the affected individual retires, but in any case not beyond age 65.

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

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

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

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

XXXI. RETIREMENT

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

XXXII. EDUCATIONAL BENEFIT

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

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

C. To be eligible for a refund:

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

XXXII. EDUCATIONAL BENEFIT (Cont.)

Former Wayne State University students who are regular full-time Employees and were enrolled in an undergraduate program for no less than twelve (12) hours, or a graduate program for no less than eight (8) hours in the quarter preceding their employment shall have the three (3) month waiting period waived. Previous regular employment of six (6) months or more will constitute eligibility.

2. College admission requirements must be met.

3. Total credit hours taken in a given quarter shall not exceed eight (8) hours. Exception to this regulation shall be made only upon prior written approval of (1) the Dean or Director of the unit where the staff member is employed and (2) the Dean of the College in which he is enrolled as a student, or their designated representative.

4. A satisfactory grade, or "certification of satisfactory completion" must be achieved.

a. For the purpose of establishing eligibility for refund, undergraduate grades of A,B,C,D, and graduate grades of A,B,C, shall be considered satisfactory grades.

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

XXXIII. BULLETINS

A. The Union shall have the right to the use of bulletin boards placed at designated locations by the Employer for the publishing of notices pertaining to the conduct of Union affairs of the following types:

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

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

XXXIV. PERSONNEL FILE

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

B. It is recognized that these files do contain such matters as answers to reference checks, and other reports

XXXIV. PERSONNEL FILE (Cont.)

made at the time of their application for employment which have been solicited with the Employee's consent and have been received from reference sources in confidence. The University will respect that confidence and will not disclose such information even to the Employee involved.

C. In imposing discipline on a current charge, the University will not take into account any prior infractions of which the University has knowledge that occurred more than three (3) years previously.

XXXV. HEALTH AND SAFETY

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

B. Should an employee feel that his work requires him to work under unsafe or unhealthy conditions, he shall report the conditions to the director of the division for the proper action. If the matter is not adjusted satisfactorily, the grievance procedure will then be instituted.

XXXVI. SCHEDULE OF WAGES

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

XXXVI. SCHEDULE OF WAGES (Cont.)

A. Effective 7/1/71, present employees shall receive a 30¢ per hour wage increase.

B. Effective 7/1/72, 25¢ per hour across the board.

C. Rates

<u>Classification</u>	<u>July 1, 1971</u>	<u>July 1, 1972</u>
General Foreman	\$4.85	\$5.10
Janitor Foreman	4.39	4.64
Janitor Working Foreman	4.18	4.43
Laborer Foreman	4.26	4.51
Landscape Foreman	4.53	4.78
Landscape Working Foreman	4.32	4.57

D. Agreement (July 1, 1971 - June 30, 1973)

Wayne State University and Local 177-M, Service Employees International Union, AFL-CIO, have agreed to the following wage settlement:

1. Effective 1st full pay period on or after July 1, 1971 present employees shall receive a 30¢ hr. wage increase.

2. Under the agreed to Longevity Program language all eligible employees shall receive a longevity payment.

3. Retroactive wages and longevity payments will be made as soon as possible after approval of this Agreement by the Wage Board.

XXXVI. SCHEDULE OF WAGES (Cont.)

4. Effective 1st full pay period on or after July 1, 1972, employees shall receive a 25¢ hr. wage increase.

Implementation of the above wage settlement shall be subject to the approval of a joint submission of this Agreement to the Wage Board.

XXXVII. SHIFT DIFFERENTIAL

Employees working the afternoon shift shall receive premium pay of seven (7) cents per hour; employees working the midnight shift shall receive premium pay of ten (10) cents per hour. The afternoon shift shall be any shift that regularly starts on or after 11 a.m. and before 7 p.m.; the midnight shift shall be considered any shift that regularly starts on or after 7 p.m. but before 4 a.m. A shift shall be considered to be a regular one if it is of seven (7) or more calendar days duration.

XXXVIII. SPECIAL CONFERENCES

Special Conferences under this Agreement between the Union and the University are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Union's President and the Executive Vice President, or his designated representative, upon request of either party. Such meetings shall be between the representatives of the University and the two representatives of the

XXXVIII. SPECIAL CONFERENCES (Cont.)

Union. More members of the Union may attend by mutual agreement. Special Conferences shall be arranged in advance and shall be held within ten (10) working days of the request for the conference. The ten-day limit may be extended by mutual agreement. An agenda for the matters to be discussed at this Special Conference shall be presented at the time the conference is requested. The matters taken up at the Special Conference shall include only those items on the agenda.

XXXIX. GENERAL PROVISIONS

A. The Union 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.

B. 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.

XL. GRIEVANCE PROCEDURE

A. A grievance, subject to the following procedure, shall include any and all disciplinary action taken by the University and any and all questions and disputes involving

XL. GRIEVANCE PROCEDURE (Cont.)

contract interpretation. A grievance may be filed by the Steward on behalf of all employees similarly situated in which event processing of said grievance will begin with the second step provided herein.

Step 1. An employee having a grievance shall present it to his Supervisor within five (5) working days of its occurrence or within five (5) working days of the date it is reasonable to assume that he became aware of it. The employee has the right to request that the Steward be called without undue delay for the purpose of attempting to adjust the grievance and to be accompanied by the Steward. If satisfactory settlement is not reached,

Step 2. The Employee or Steward shall reduce the grievance to writing on forms supplied by the Employer and submit same to the Director or his designated representative within five (5) working days of receipt of the Supervisor's answer, or in the case of a grievance filed by the Steward on behalf of all employees similarly situated, within five (5) working days of the date it is reasonable to assume that the Union became aware of it. The grievance shall be signed by the aggrieved employee or employees and shall set forth the nature of the grievance, adjustment sought, and the facts necessary to support the grievance.

XL. GRIEVANCE PROCEDURE (Cont.)

The Director or his designated representative shall call a meeting with the Grievance Committee, not to exceed three (3) in number, within five (5) working days of receipt of the grievance. The Director or his designated representative, shall give his answer in writing within three (3) working days of this meeting. If satisfactory settlement is not reached,

Step 3. The grievance shall be presented by the Union to the Personnel Director or his designated representative, within ten (10) working days of receipt of the University's written answer, who shall call a meeting within five (5) working days of receipt of the appeal. The Personnel Director and the Director, or their designated representatives, shall meet with the Grievance Committee. The Personnel Director, or his designated representative, shall give his answer in writing within three (3) working days following the meeting. If satisfactory settlement is not reached,

Step 4. The grievance shall be appealed to the Executive Vice President or his designated representative within ten (10) working days of receipt of the University's written answer, who shall call a meeting with the Grievance Committee within five (5) working days following receipt of the appeal. A written disposition shall be given to the Union

XL. GRIEVANCE PROCEDURE (Cont.)

within five (5) working days after the meeting. If satisfactory settlement is not reached,

Step 5. The grievance may be submitted to the American Arbitration Association for the processing of said grievance through arbitration in accordance with the Rules and Regulations of the American Arbitration Association, within fifteen (15) calendar days of receipt of the University's written answer. Notice of submission to arbitration shall simultaneously be given to the University. Any grievance not appealed to arbitration from Step 4 within fifteen (15) calendar days of the written disposition shall be considered settled.

B. Arbitration

1. The jurisdictional authority of the arbitrator is defined and limited to the determination of a grievance which involves a controversy arising under this 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.

2. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

3. The decision of the arbitrator shall be final and binding on both parties and the award of the arbitrator

XL. GRIEVANCE PROCEDURE (Cont.)

rendered within his authority and jurisdiction shall be enforceable in accordance with the laws of the State of Michigan.

4. With the exception of arithmetic and/or computing error, the University shall not be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. 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 would otherwise not have earned during the period in question.

5. The costs of arbitration as billed by the American Arbitration Association shall be shared equally.

XLI. SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

XLII. TERM

This Agreement shall continue in full force and effect from July 1, 1971 until June 30, 1973.

Accepted for the Board
of Governors of Wayne
State University

Accepted for the Wayne
State University Foremans
Local 177-M of Service
Employees International
Union, AFL-CIO

J. Don Marsh

Dan Settles

Richard Collins

Leo Olszewski

Kenneth Smythe

Horace Cox

J. Thomas Priemer

R. Weaver

George J. Morosan

Raymond E. Monroe

Dated: 5/22/72

March 29, 1972

Mr. Dan Settles
President
Local 177-M
Wayne State University
Campus

Dear Mr. Settles:

When appointing an employee to a supervisory position the University endeavors to recognize desirable qualities of leadership, practical job experience, and demonstrated maturity of judgement and behavior held important in realizing the best of interpersonal relationships with fellow employees.

In the job performance of such a supervisory employee -- supervisory actions consistent with appropriate judgement and behavior expected of a member of the University's supervisory staff -- the University will provide necessary assistance and support to accomplish assigned supervisory responsibilities.

Sincerely,

J. Don Marsh
Assistant to the
Executive Vice President

March 30, 1972

Mr. Dan Settles
President
Local 177-M
Wayne State University
Campus

Dear Mr. Settles:

The University wishes to insure completeness of understanding by Local 177-M that the University reserves to itself exercise of managerial decision relative to the size and composition of all work forces and area assignments for supervising foremen.

As a matter of operational policy, and in consideration of the University's objective to approach optimum job efficiency within the limitations of financial resources available, the determination of work forces and areas supervised will be governed by reasonableness - both as to supervisory capacities and job productivity expectations.

Differences which may arise with respect to the appropriateness of managerial decisions relative to area assignments and ratio of work forces to supervision are proper subjects for Special Conferences, but are not subject to arbitration.

Sincerely,

J. Don Marsh
Assistant to the
Executive Vice President

April 10, 1972

Mr. Dan Settles
President
Local 177-M
Wayne State University
Campus

Dear Mr. Settles:

This letter will serve to clarify the intent of the Vacancy Replacement Procedure. The University has agreed to post declared vacancies of more than thirty (30) days and to fill such vacancies within three (3) days of the posting. It is understood that the filling of vacancies within three (3) days is dependent upon being able to fill the posting from within the Bargaining Unit. The ability of the University to promptly fill posted vacancies from outside the Bargaining Unit is contingent upon the availability of qualified applicants.

Sincerely,

J. Don Marsh
Assistant to the
Executive Vice President

July 27, 1972

Mrs. Lee R. Franklin
Haggerty and Franklin
2010 Guardian Building
Detroit, Michigan 48226

Dear Mrs. Franklin:

This letter will constitute an addendum to our contract which was entered into on May 22, 1972. It is understood the language of the contract shall become effective on the date of signing.

Our problems have been mainly in the area of economic settlement and the effect of the wage/price freeze. Therefore, I propose the following economic implementation of our Agreement.

Effective July 1, 1971 until November 13, 1971, the University will increase the wage rates in effect on June 30, 1971, by 30¢ per hour. Effective November 14, 1971, the University will reduce the hourly rate to bring it into compliance with the Wage Board's 5.5% guidelines. This will allow for an increase effective November 14, 1971 of 22¢ per hour.

Effective July 1, 1972 the University will increase the wages in effect on June 30, 1972, by 25¢ per hour.

In this Collective Bargaining Agreement, we negotiated a longevity benefit which was to be payable for the first time in December, 1971.

It is my understanding that this supplemental Agreement does not in any way prejudice our proposed submission to the Wage Board for approval of monies in the first year of the contract and thereafter over the 22¢ allowable and the longevity payment.

Sincerely,

Kenneth M. Smythe
University Attorney

Dan Settles

Approved as to form and substance by Local 177-M

Wayne State University

July 28, 1972

Date