

July 1, 1974

AGREEMENT

Between

Western Michigan University

and

Local No. 1668

and

Council 7

of the

**American Federation of
State, County and Municipal
Employees Union
AFL-CIO**

Western Michigan University



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AGREEMENT

1 THIS AGREEMENT made and entered into
2 as of the 31st day of July, 1972, by and be-
3 tween WESTERN MICHIGAN UNIVERSITY,
4 hereinafter referred to as the Employer, and
5 LOCAL UNION NO. 1668 and MICHIGAN
6 STATE EMPLOYEES UNION COUNCIL 7
7 of the AMERICAN FEDERATION OF STATE,
8 COUNTY AND MUNICIPAL EMPLOYEES
9 UNION, AFL-CIO, hereinafter referred to as
10 the Union,

WITNESSETH:

11 The general purposes of this agreement are
12 to set forth the wages, hours, and all other
13 working conditions which shall prevail for the
14 duration of this agreement and to promote
15 orderly and peaceful labor relations for the
16 mutual interests of the Employer, its employ-
17 ees and the Union. Recognizing that the well-
18 being of the Employer and the job security
19 of the employees depend upon the Employ-
20 er's ability to continue to provide the proper
21 facilities for those whom the Employer serves,
22 the Employer and the Union, for and in con-
23 sideration of the mutual promises, stipula-
24 tions and conditions hereinafter specified,
25 agree to abide by the terms and provisions
26 set forth herein for the duration of this
27 agreement.

ARTICLE I—RECOGNITION

28 Section I: The Employer recognizes the Un-
29 ion as the sole and exclusive collective bar-
30 gaining representative in respect to wages,
31 hours and all other working conditions for all
32 of the Employer's Service Staff employees
33 excluding temporary, part-time and student
34 help, professional employees, teaching facul-
35 ty, administrative and office clerical employ-
36 ees, technical employees, safety and security
37 personnel, printing department personnel, air-
38 craft mechanic and supervisors. The Em-

1 ployer agrees that it will not recognize any
2 other union or association as the collective
3 bargaining representative for any of the em-
4 ployees covered by this agreement.

5 (a) For the purpose of this agreement,
6 "Temporary employees" shall be
7 deemed to mean:

8 (1) Those employees who are hired
9 for a period of employment which
10 is not to exceed thirty (30) calen-
11 dar days, and

12 (2) Those employees who are hired
13 for seasonal employment during
14 the Spring and Summer only in
15 the Trades Groups and Grounds
16 Division who, for the purposes of
17 this agreement shall retain their
18 "temporary employee" status dur-
19 ing the period beginning with the
20 end of the Winter term and end-
21 ing with the start of the Fall term
22 of school.

23 (3) "Temporary employees" in both
24 of the above categories shall not
25 be transferred to regular employee
26 status for the purpose of depriving
27 eligible employees of their bid-
28 ding rights.

29 (b) "Part-time" employees shall mean
30 those employees who work an average
31 of twenty (20) hours or less per week
32 during the fiscal year. In computing
33 the average hours worked only those
34 weeks shall be included during which
35 such employee actually performed
36 work.

37 (c) "Student help" shall be defined as
38 (1) those employees of the Employer
39 who are undergraduate students of
40 Western Michigan University whose
41 class schedule consists of at least

1 twelve (12) credit hours per semester
2 during the academic year, and (2)
3 those employees of the Employer who
4 are graduate students of Western Mich-
5 igan University whose class schedule
6 consists of at least eight (8) hours per
7 semester during the academic year
8 and who, in either case, work an aver-
9 age of twenty (20) or less hours per
10 week during the Fall and Winter terms.
11 A student classified as "student help"
12 during the Winter term of the school
13 year who is pre-registered for the re-
14 quired number of hours for the Fall
15 term of the following school year,
16 shall, during such interim period, re-
17 tain his "student help" status without
18 the twenty (20) hour limitation referred
19 to above during such interim period.

- 20 (d) "Regular part-time employees" refer-
21 red to in this Agreement are employees
22 who are regularly scheduled, through-
23 out the year, to work in excess of
24 twenty (20) hours per week but less
25 than full time. Such employees are in-
26 cluded in the bargaining unit.

27 **Section 2:** All regular employees covered by
28 this Agreement who, as of the date of ratifi-
29 cation of this Agreement, are members of the
30 Union and all employees who may thereafter
31 join the Union shall, as a condition of con-
32 tinued employment, remain members thereof
33 in good standing to the extent of tendering
34 payment of the regular monthly dues uni-
35 formly required of all Union members. All
36 new regular employees hired on or after the
37 date of ratification of this Agreement shall,
38 as a condition of continued employment, be-
39 come members of the Union immediately
40 upon completion of their probationary period
41 and shall maintain their membership in good
42 standing to the extent of tendering payment

1 of the initiation fees and regular monthly Un-
2 ion dues uniformly required of all members.

3 (a) All employees who, prior to the execu-
4 tion of this agreement, were not re-
5 quired to join the Union and maintain
6 their membership therein in good
7 standing as a condition of continued
8 employment shall, as a condition of
9 continued employment in the future,
10 either become and remain members of
11 the Union in good standing or in lieu
12 thereof pay to the Union, in person or
13 by payroll deduction, an amount equal
14 to the monthly Union dues uniformly
15 required of all Union members.

16 **Section 3:** For those employees for whom
17 properly executed payroll deduction authori-
18 zation cards are delivered to the Employer's
19 Payroll Department, the Employer will de-
20 duct from their pay on a bi-weekly basis the
21 monthly Union dues as per such authoriza-
22 tion and shall remit any and all amounts so
23 deducted, together with a list of names of
24 employees from whose pay such deductions
25 were made, to the Secretary-Treasurer of the
26 Michigan State Employees Union, 501 South
27 Capital, Lansing, Michigan, 48911. The Union
28 agrees to indemnify and save the Employer
29 harmless against any and all claims, suits and
30 other forms of liability that may arise out of
31 or by reason of action taken in reliance upon
32 such individual authorization cards or by rea-
33 son of the Employer's compliance with the
34 provisions of this section.

35 **Section 4:** The Union recognizes that except
36 as specifically limited, abridged or relin-
37 quished by the terms and provisions of this
38 agreement, all rights to manage, direct or
39 supervise the operations of the Employer and
40 the employees are vested solely in the
41 Employer.

1 **Section 5:** The Employer and the Union
2 agree that, for the duration of this agreement,
3 neither shall discriminate against any em-
4 ployee or applicant for employment because
5 of race, color, creed, age, sex, nationality or
6 political belief, nor shall the Employer or its
7 agents nor the Union, its agents or members,
8 discriminate against any employee because
9 of his membership or non-membership in the
10 Union.

11 (a) The Employer and the Union agree
12 that the University's Affirmative Ac-
13 tion Program is in the best interest of
14 both and that they shall cooperate in
15 endeavoring to achieve the objectives
16 therein sought.

17 **Section 6:** The Union agrees that, except as
18 specifically provided by the terms and pro-
19 visions of this agreement, employees shall
20 not be permitted to engage in Union activity
21 during their working hours.

22 **Section 7:** It is agreed that the Employer
23 will furnish the Union each month a list of
24 the names of all employees who, during the
25 preceding month, were hired, terminated, re-
26 tired, placed on leave of absence, or promoted
27 or transferred to jobs not within the jurisdic-
28 tion of the bargaining unit.

ARTICLE II—REPRESENTATION DISTRICTS

29 **Section 1:** For the purpose of representation,
30 the geographical areas covered by this agree-
31 ment shall be divided into representation dis-
32 tricts, each of which shall be represented by
33 a union steward who shall be a regular em-
34 ployee working in the district. As of the date
35 of execution of this agreement, the represen-
36 tation districts shall be as follows:

37 Food Service Division:

38 (1) Valley No. 1

39 (2) Valley No. 2

- 1 (3) Valley No. 3
- 2 (4) University Center
- 3 (5) Burnham/Moore
- 4 (6) Davis and Walwood
- 5 (7) Draper/Siedschlag

6 Student Housing Division:

- 7 (1) Valley No. 1, 2 and 3
- 8 (2) Henry-Bigelow-Hoekje-Ellsworth
- 9 (3) French-Davis-Zimmerman
- 10 (4) Vandercook-Spindler-Walwood
- 11 (5) Draper-Siedschlag-Ernst & Smith
- 12 Burnham and Moore
- 13 (6) University Center (Days)
- 14 (7) University Center (Nights)

15 Trades Division:

- 16 (1) Carpenter Shop
- 17 (2) Electric Shop
- 18 (3) Paint Shop
- 19 (4) Plumbing Shop
- 20 (5) Electronics and Refrigeration
- 21 Shop

22 Grounds and Miscellaneous Division:

- 23 (1) Grounds Crew
- 24 (2) Property Control and Warehouse
- 25 (3) Garage, Bus Drivers and Athletic
- 26 Equipment Control

27 Physical Plant Custodial Division:

- 28 (1) First Shift
- 29 (2) Second Shift
- 30 (3) Third Shift—Area A*
- 31 (4) Third Shift—Area B*
- 32 (5) Third Shift—Area C*

33 * As normally related to supervisory
34 responsibility.

35 (a) The Employer and the Union may re-
36 district the bargaining unit by mutual
37 agreement.

38 Section 2: The Union shall have one (1) chief

1 steward. The president of the Local Union
2 shall be the substitute for the chief steward
3 but shall function as such only when the lat-
4 ter is not on the campus or cannot promptly
5 be released from work by his supervisor for
6 or at the required time to perform the func-
7 tions assigned to him under the grievance
8 procedure.

9 (a) The Union shall appoint, delegate or
10 elect five (5) divisional chief stewards,
11 one (1) from each of the following di-
12 visions: Food Service Division, Stu-
13 dent Housing Division, Trades Division,
14 Grounds and Miscellaneous Division,
15 and Physical Plant Custodial Division.
16 Division chief stewards shall serve as
17 the Union's second step representa-
18 tive (along with the district steward) in
19 the grievance procedure. The chief ste-
20 ward shall be the substitute for a divi-
21 sional chief steward when the latter
22 is not on campus or cannot promptly
23 be released from work by his super-
24 visor for or at the required time to
25 perform the functions assigned to him
26 under the grievance procedure.

27 **Section 3:** The Union shall be represented by
28 a grievance committee of not to exceed seven
29 (7) members who shall be the president of
30 the Union, the chief steward and the five (5)
31 divisional chief stewards.

32 **Section 4:** Immediately after the execution
33 of this agreement, the president of the Union
34 shall promptly notify the Personnel Office, in
35 writing, of the names of the stewards and
36 their alternates (and the districts each repre-
37 sents), the chief steward and the members
38 of the grievance committee, and will prompt-
39 ly notify the Personnel Office, in writing, of
40 any changes or replacements. The Personnel
41 Officer shall promptly notify the president of
42 the Union, in writing, of the names of the

1 Employer's representatives in the grievance
2 procedure for each of the stages thereof and
3 changes or replacements that may subse-
4 quently occur.

5 **Section 5:** The chief steward, divisional chief
6 stewards, district stewards, and grievance
7 committee members shall suffer no loss of
8 time or pay for time necessarily lost from
9 their regularly scheduled working hours while
10 investigating and presenting grievances as
11 provided in the grievance procedure. It is
12 expressly understood that in no event shall
13 any union representative leave his work for
14 grievance purposes as provided in the griev-
15 ance procedure without first notifying and
16 obtaining supervisory approval as hereinafter
17 set forth:

18 (a) An employee who wishes to discuss a
19 grievance with his district steward dur-
20 ing working hours shall notify his im-
21 mediate supervisor of that desire.

22 (b) The employee's supervisor shall at that
23 time (or as soon as possible) make
24 contact with the supervisor of the dis-
25 trict steward, notifying him of the re-
26 quest for the steward.

27 (c) The supervisor of the district steward
28 and the employee's supervisor shall
29 arrange for a time and place for the
30 district steward to talk with the em-
31 ployee involved. Such meeting shall be
32 arranged as soon as is practicable and
33 all parties concerned be made aware
34 of the time and place of the meeting.
35 If the immediate release of the district
36 steward and the employee is not grant-
37 ed by the supervisors, arrangements
38 shall be made for such a meeting to
39 be held during working hours within
40 twenty-four (24) hours after the re-
41 quest is made.

1 (d) If the supervisor of the employee in-
2 volved requests that, because of an
3 emergency, the meeting be immediate-
4 ly and the circumstances surrounding
5 the then work assignment of the dis-
6 trict steward make it practicable to do
7 so, the district steward's supervisor
8 shall release the district steward im-
9 mediately as requested.

10 (e) District stewards and other grievance
11 representatives are entitled to the time
12 off from work without loss of pay which
13 is necessary for them to participate in
14 the grievance procedure as specified in
15 this agreement. However, they must
16 first notify and receive permission from
17 their immediate supervisor which shall
18 be granted as provided in this Section
19 and must notify their supervisor im-
20 mediately upon their return to their
21 work assignment.

ARTICLE III—GRIEVANCE PROCEDURE

22 **Section 1:** A grievance shall be defined as
23 any dispute regarding the meaning, interpre-
24 tation, application or alleged violation of the
25 terms and provisions of this agreement.

26 **Section 2:** Grievances shall first be discussed
27 by the aggrieved employee and his district
28 steward or the divisional chief steward with
29 the immediate supervisor within ten (10) reg-
30 ularly scheduled working days after the occur-
31 rence of the event upon which the grievance
32 is based. If the employee or the Union has no
33 knowledge thereof within said ten (10) day
34 period the discussion shall take place within
35 ten (10) regularly scheduled working days
36 after conditions are such that the employee
37 or the Union should have had knowledge of
38 the occurrence of such event. The supervisor
39 shall give an oral answer to the grievance
40 within two (2) regularly scheduled working
41 days after such discussion.

1 **FIRST STEP:** If the grievance is not re-
2 solved in the oral stage, then it shall be pro-
3 cessed in accordance with the following pro-
4 cedure providing such grievance is reduced
5 to writing, states the facts upon which it is
6 based, when they occurred, specifies the
7 section of the contract which has allegedly
8 been violated, is signed by the aggrieved
9 employee or (if the grievance is on behalf of
10 the Union) the Union representative who
11 is filing the grievance and is presented to
12 the employee's immediate supervisor with-
13 in five (5) regularly scheduled working days
14 after the oral answer has been given. The
15 immediate supervisor shall give a written
16 answer to the aggrieved employee or Union
17 representative within five (5) regularly
18 scheduled working days after receipt of the
19 written grievance.

20 (a) Written grievances which do not con-
21 tain the information specified above
22 shall be returned to the grievant and
23 shall not be processed unless they are
24 revised or rewritten in conformance
25 therewith and re-filed with the immedi-
26 ate supervisor within two (2) regularly
27 scheduled working days after such
28 return.

29 (b) After the First Step answer has been
30 given no member of supervision will
31 discuss unresolved grievances with the
32 grieving employee or employees in the
33 absence of a Union official.

34 **SECOND STEP:** If the grievance has not
35 been resolved in the First Step, then, within
36 five (5) regularly scheduled working days
37 after the receipt of the First Step answer
38 by the aggrieved employee or Union repre-
39 sentative, the divisional chief steward or the
40 chief steward shall present the grievance
41 to the University's divisional representa-

1 tive. After a discussion of the grievance
2 between the aggrieved employee, and any
3 two (2) of the following as designated in the
4 appeal from the First Step: chief steward,
5 divisional chief steward and district ste-
6 ward; and the University's divisional re-
7 presentative, the employee's supervisor and
8 representative of the Personnel Office, the
9 University's divisional representative shall,
10 within five (5) regularly scheduled working
11 days after receipt of the grievance at this
12 step, answer the grievance, in writing, and
13 present the same to the chief steward.

14 **THIRD STEP:** If the grievance has not
15 been resolved in the Second Step, then, with-
16 in five (5) regularly scheduled working days
17 after receipt of the Second Step answer by
18 the chief steward, the chairman of the Un-
19 ion's grievance committee shall present the
20 grievance, in writing, to the Personnel Offi-
21 cer, or his designated representative. With-
22 in five (5) regularly scheduled working days
23 after the grievance has been presented to
24 the Personnel Officer, or his designated re-
25 presentative, a meeting between the Un-
26 ion's grievance committee and the Employ-
27 er's Third Step Committee shall be held.
28 Within five (5) regularly scheduled working
29 days after such meeting, the Chairman of
30 the Employer's Third Step Committee, or
31 his designated representative, shall give a
32 written Third Step answer to the Chairman
33 of the Union's grievance committee.

34 **FOURTH STEP:** If the grievance has not
35 been resolved in the foregoing steps and the
36 Union desires to carry it further, the matter
37 shall thereupon be referred to a Pre-Arbi-
38 tration Hearing. The Pre-Arbitration Hear-
39 ing shall be held within ten (10) regularly
40 scheduled working days after receipt by the
41 Union of the University's Third Step answer.

- 1 (a) The Pre-Arbitration Committee shall
2 consist of two (2) representatives se-
3 lected by the Employer and two (2) re-
4 presentatives selected by the Union.
- 5 (b) In the event the Pre-Arbitration Com-
6 mittee above described, is unable to
7 arrive at a mutually acceptable solu-
8 tion to the grievance then the Employ-
9 er's and the Union's representatives
10 on the Pre-Arbitration Committee shall
11 jointly submit the dispute to arbitra-
12 tion under the Voluntary Labor Arbi-
13 tration Rules, then obtaining, of the
14 American Arbitration Association. If
15 the Employer or Union representatives
16 refuse to join in such submission, ei-
17 ther may demand arbitration, thus uni-
18 laterally invoking the process. The ar-
19 bitration process shall not be invoked
20 unless the submission or demand is
21 received by the American Arbitration
22 Association within thirty (30) calendar
23 days after the Pre-Arbitration Hearing
24 above referred to. The Arbitrator shall
25 have such reasonable time as he shall
26 require to render his decision, which
27 shall be final and binding upon the
28 parties to this Agreement.
- 29 (c) The Arbitrator shall not have any au-
30 thority to add to, subtract from,
31 change or modify any provisions of this
32 Agreement, but shall be limited solely
33 to the interpretation and application of
34 the specific provisions contained here-
35 in. However, nothing contained herein
36 shall be construed to limit the author-
37 ity of the Arbitrator, in his own judg-
38 ment, to sustain, reverse or modify any
39 alleged unjust discharge that may
40 reach this stage of the grievance
41 procedure.
- 42 (d) The expenses and fees of the Arbitra-

1 tor and the American Arbitration As-
2 sociation shall be shared equally by
3 the Employer and the Union.

4 **Section 3:** The time limits at any step of the
5 grievance procedure may be extended by mu-
6 tual agreement. In the event the Union does
7 not appeal the grievance from one step to an-
8 other within the time limits specified or as
9 extended, the grievance shall be considered
10 as having been withdrawn without prejudice.
11 In the event the Employer fails to reply to a
12 grievance at any step in the grievance pro-
13 cedure within the specified time limit or as
14 extended the grievance shall automatically be
15 advanced to the next step of the grievance
16 procedure, except that nothing herein con-
17 tained shall be construed to automatically
18 advance a grievance to the Arbitration Step.

19 (a) A grievance may be withdrawn at any
20 step in the grievance procedure with-
21 out prejudice.

22 **Section 4:** For the purposes of this agree-
23 ment, the University is divided into five (5)
24 divisions: (1) Food Service, (2) Student Hous-
25 ing, (3) Trades, (4) Grounds and Miscellane-
26 ous and (5) Physical Plant Custodial.

27 (a) Grievances on behalf of an entire dis-
28 trict shall be filed by the district ste-
29 ward for that district at the First Step
30 of the grievance procedure.

31 (b) Grievances on behalf of two (2) or
32 more districts in the same division
33 shall be filed at the Second Step of the
34 grievance procedure.

35 (c) Grievances on behalf of more than one
36 (1) division or the entire bargaining
37 unit shall be filed at the Third Step of
38 the grievance procedure.

39 **Section 5:** Meetings of the joint grievance
40 committees provided for in the Third Step

1 of the grievance procedure shall start not lat-
2 er than 1:30 p.m. on the day for which they
3 are scheduled.

4 **Section 6:** Wherever the words "regularly
5 scheduled working days" are used in this
6 agreement they shall be deemed to mean
7 Monday through Friday excluding the holi-
8 days designated in Article XI which may oc-
9 cur on any such day.

10 **Section 7:** When it is necessary for wit-
11 nesses to be called at the Third Step, Pre-
12 Arbitration Hearing or at the Arbitration
13 Hearing level, a reasonable number of such
14 witnesses may be called for the specific per-
15 iod and purpose for which they are needed
16 and for the time thus necessarily spent shall
17 suffer no loss of pay due to their absence for
18 such reason from their regularly scheduled
19 work.

20 **Section 8:** It is agreed that, when circum-
21 stances are such that it appears to the parties
22 hereto to be necessary or desirable to do so,
23 a step or steps of the grievance procedure
24 may be skipped provided the Employer and
25 the Union mutually agree to do so in writing.

ARTICLE IV—SUSPENSION AND DISCHARGE

26 **Section 1:** The Employer agrees that an em-
27 ployee shall not be pre-emptorily discharged
28 from and after the date of this agreement,
29 but that, in all instances in which the Em-
30 ployer may conclude that an employee's con-
31 duct may justify suspension or discharge,
32 such employee shall first be suspended.

33 (a) In cases of suspension where the em-
34 ployee is at work at the time of sus-
35 pension, the employee shall be advised
36 of his right to have a Union represen-
37 tative present. The chief steward, or,
38 in his absence, the divisional chief
39 steward from the division in which the

1 employee worked, shall be called, if
2 the employee so requests, and the rea-
3 sons for suspension shall be explained
4 in the employee's presence.

5 (b) In cases of suspension where the em-
6 ployee is not at work at the time of
7 suspension he shall be so advised in
8 writing (at his address as recorded in
9 the Personnel Department) by the Uni-
10 versity. A copy of such notice shall be
11 sent to the president of the Union.

12 (c) The initial suspension referred to in
13 (a) and (b) above shall not be for more
14 than seven (7) calendar days and, if
15 the suspension is converted into a dis-
16 charge, such discharge shall not be
17 made effective until the end of said
18 seven (7) day period. A written state-
19 ment of the reasons for a discharge
20 shall be given to the affected employee
21 and to the Union's president, if a Un-
22 ion representative was present at the
23 time of suspension.

24 (d) The Employer shall decide, during the
25 aforementioned seven (7) calendar day
26 period, dependent upon the facts of the
27 case, whether the suspension without
28 pay already given is considered suffi-
29 cient, should be extended or reduced,
30 should be converted into a discharge
31 or that no discipline should have been
32 given.

33 **Section 2:** In the event an employee is sus-
34 pended for a period of ten (10) or more con-
35 secutive regularly scheduled working days
36 or is discharged under the provisions of Sec-
37 tion 1 above, if the affected employee be-
38 lieves that such suspension or discharge is
39 unjust, the matter may be processed through
40 the grievance procedure starting at the Pre-
41 Arbitration level thereof provided he files a
42 written grievance at that step within five (5)

1 calendar days after the date of discharge or
2 notice of final action.

3 (a) If the Pre-Arbitration Committee can-
4 not resolve the dispute regarding such
5 suspension or discharge, the University
6 and Union shall thereupon submit the
7 dispute to arbitration by the American
8 Arbitration Association under its Vol-
9 untary Labor Arbitration Rules, then
10 obtaining, requesting said Association
11 to provide a list of the names of seven
12 (7) arbitrators who would be able to
13 hear the dispute within fifteen (15)
14 days after selection. In the event the
15 University and the Union are unable
16 to mutually agree upon an arbitrator
17 from such list, the following procedure
18 shall apply: (a) the parties shall by
19 the flip of a coin, determine who shall
20 strike the first name of an arbitrator
21 from the list: (b) after the first arbi-
22 trator's name has been struck, the
23 other party shall then strike a name
24 and each party shall thereafter alter-
25 nate in the striking of a name until
26 one (1) arbitrator's name is left on the
27 list and he shall be the arbitrator. All
28 rules and commitments made under
29 the Fourth Step of the grievance pro-
30 cedure set forth in the subsections (c)
31 and (d) thereof shall apply to arbitra-
32 tion cases arising under this subsection.

33 **Section 3:** In the event it should be decided
34 by the Employer or under the grievance pro-
35 cedure that the employee was unjustly dis-
36 charged or excessively disciplined, the Em-
37 ployer shall reinstate such employee and pay
38 full compensation, partial or no compensation
39 as may be decided under the grievance pro-
40 cedure, which compensation, if any, shall be
41 at the employee's regular rate of pay as of
42 the start of the suspension.

ARTICLE V—STRIKES AND LOCKOUTS

1 **Section 1:** The Union agrees that, during the
2 life of this agreement, neither the Union, its
3 agents, nor its members will authorize, insti-
4 gate, aid or engage in a work stoppage, slow-
5 down or strike. The Employer agrees that,
6 during the same period, there will be no
7 lockouts.

8 **Section 2:** In the event individual employees
9 or groups of employees instigate, aid or en-
10 gage in a work stoppage, slowdown or strike
11 which is not authorized by the Union, the
12 Employer shall have the right, in its discre-
13 tion, to discipline or discharge such employ-
14 ees or group of employees. However, it is
15 understood and agreed that the question as to
16 whether an employee's conduct is such as is
17 proscribed by this section may be processed
18 under the grievance procedure starting with
19 the Pre-Arbitration Step thereof.

ARTICLE VI—SPECIAL CONFERENCES

20 **Section 1:** Special conferences for the dis-
21 cussion of important matters (not grievances)
22 may be arranged at a mutually satisfactory
23 time between the Union and the Employer
24 after a written request therefor is made by
25 either party subject to the following condi-
26 tions:

27 (a) Such meetings shall be held not more
28 frequently than once each calendar
29 month unless the Union and the Em-
30 ployer agree to hold one at a lesser
31 interval.

32 (b) Such meetings shall be attended by
33 the president of the Local Union and
34 not to exceed an additional two (2)
35 members of the Local Union plus a
36 Council or International representa-
37 tive, the Personnel Officer and/or other
38 designated representatives of the Em-
39 ployer. The time of such meetings

1 shall be arranged with Council 7 of-
2 fices through the University's Person-
3 nel Office.

4 (c) There must be at least ten (10) regu-
5 larly scheduled working days advance
6 written notice of the desire to have
7 such meeting unless a lesser amount
8 of advance notice is mutually agreed
9 upon. Such notice must be accompan-
10 ied by an agenda of the subjects the
11 party serving such notice wishes to
12 discuss. If the other party has sub-
13 jects it wishes to discuss, it shall sub-
14 mit its agenda at least five (5) regu-
15 larly scheduled working days prior to
16 such meetings. Discussions at special
17 conferences shall be limited to the
18 items set forth in the agenda. Prior to
19 such conference both parties shall ad-
20 vise each other as to the identity of
21 their representatives at such confer-
22 ence.

23 (d) Employees shall not lose time or pay
24 for time necessarily spent away from
25 their regularly scheduled work while
26 attending such conferences.

ARTICLE VII—SENIORITY

27 **Section 1: (SENIORITY DEFINED)** An Em-
28 ployee's unit-wide seniority shall be defined
29 as his length of continuous service with the
30 Employer since his last hiring date as a regu-
31 lar employee. "Last hiring date" shall mean
32 the date upon which an employee first re-
33 ported for work as a regular employee at the
34 instruction of the Employer since which he
35 has not quit, retired or been discharged.

36 (a) An employee's division seniority shall
37 be defined as his continuous length of
38 service since he last entered the divi-
39 sion in which he is employed on a reg-
40 ular and permanent basis by hire or

1 bid. (The divisions are (1) Food Ser-
2 vice, (2) Student Housing, (3) Trades,
3 (4) Grounds and Miscellaneous and
4 (5) Physical Plant Custodial.)

5 (b) An employee's job classification sen-
6 iority shall be defined as an employ-
7 ee's continuous length of service in the
8 job classification he occupies since he
9 last entered such classification on a
10 regular and permanent basis by hire
11 or bid.

12 (c) No time shall be deducted from an
13 employee's seniority due to absences
14 occasioned by authorized leave of ab-
15 sence, approved vacations, sick or ac-
16 cident leaves, transfers or for layoffs
17 for lack of work except as hereinafter
18 provided.

19 **Section 2: (PROBATIONARY EMPLOY-**
20 **EES)** All employees shall be probationary
21 employees until they have completed ninety
22 (90) calendar days of employment as a regu-
23 lar employee. The purpose of the probationary
24 period is to provide the Employer with an
25 opportunity to determine whether employees
26 have the ability and other attributes which
27 will qualify them for regular employee sta-
28 tus. During the probationary period, employ-
29 ees shall have no seniority status and may be
30 laid off or terminated in the sole discretion of
31 the Employer without regard to their relative
31 length of service. At the conclusion of an em-
32 ployee's probationary period, the employee's
33 name shall be added to the seniority list as of
34 his last hiring date.

35 **Section 3: (SENIORITY LIST)** The Employ-
36 er will maintain an up-to-date unit-wide sen-
37 iority list, a copy of which shall be posted on
38 the appropriate bulletin boards and given to
39 the president of the Union at six (6) months'
40 intervals following the initial posting. The

1 names of all employees who have completed
2 their probationary periods shall be listed on
3 the seniority list in order of their last hiring
4 dates, starting with the employee with the
5 greatest amount of seniority at the top of the
6 list. If two (2) or more employees have the
7 same last hiring date, the last four (4) digits
8 of their Social Security numbers shall be used
9 in determining their respective positions on
10 the seniority list, with the employee having
11 the lowest such four (4) numbers being as-
12 signed first to the seniority list, etc.

13 (a) The Employer shall maintain an up-to-
14 date division seniority list and a sen-
15 iority list by job classifications within
16 divisions, a copy of each of which shall
17 be posted on the appropriate bulletin
18 boards and given to the divisional chief
19 steward at six (6) months' intervals
20 following their initial posting.

21 **Section 4: (TERMINATION OF SENIOR-**
22 **ITY)** An employee's seniority shall terminate:

23 (a) If he quits, retires or is justifiably
24 discharged.

25 (b) If, following a layoff for lack of work,
26 he fails or refuses to notify the Em-
27 ployer of his intention to return to work
28 within seven (7) calendar days after
29 a written notice, sent by certified mail
30 of such recall, is sent to his last ad-
31 dress on record with the Employer or,
32 having notified the Employer of his
33 intent to return, fails to do so within
34 fourteen (14) calendar days after such
35 notice is sent or upon the day estab-
36 lished by the Employer for his return,
37 whichever is the later.

38 (c) If he is absent from work for three
39 (3) consecutive working days without
40 notifying the Employer prior to or
41 within such three (3) day period of a

1 justifiable reason for such absence if
2 it was possible for such notice to be
3 given.

4 (d) If he accepts employment elsewhere
5 while on a leave of absence without
6 prior written approval from the Em-
7 ployer and the Union or does not re-
8 turn to work immediately following the
9 termination of leave of absence or va-
10 cation, unless, in the latter case, he
11 presents evidence satisfactory to the
12 Employer that it was impossible for
13 him to return to work at the expiration
14 of such leave or vacation.

15 (e) If an employee is laid off for lack of
16 work for a period of time equal to the
17 amount of seniority he had acquired as
18 of the date of layoff or for a continuous
19 period of twenty-four (24) consecutive
20 months, whichever is the lesser.

21 **Section 5: (FOOD SERVICE DIVISION—**
22 **DEFINED)** For the purpose of the applica-
23 tion of seniority, the Food Service Division
24 shall consist of those job classifications in-
25 volved in the preparation and serving of foods
26 and the cleansing of equipment and utensils
27 used in connection therewith and the house-
28 keeping within the areas within which these
29 functions occur.

30 **Section 6: (FOOD SERVICE DIVISION—**
31 **REDUCTION OF WORK FORCE)** When it
32 becomes necessary to reduce the size of the
33 work force in the Food Service Division or to
34 eliminate a feeding area in such division,
35 temporary, part-time and probationary em-
36 ployees (in that order) in such division shall
37 be laid off first, providing there are employ-
38 ees within the division who have the Food
39 Service Division seniority, who are available
40 and have the then present ability to satisfac-
torily perform the required work of the tem-

1 porary, part-time and/or probationary em-
2 ployees without training. Thereafter, the em-
3 ployees in the division with the least Food
3 Service Division seniority shall be the ones
4 laid off, providing senior employees in the di-
5 vision are available and have the then present
6 ability to satisfactorily perform the required
7 work of such laid off employees without train-
8 ing. In the event there are no employees with
9 more division seniority who are available and
10 who have the then present ability to satisfac-
11 torily perform the work of those scheduled
12 for layoff without a training period, then the
13 junior employee or employees in the division
14 shall be retained and the next least junior
15 employee or employees shall be laid off.

16 (a) If it becomes necessary to eliminate a
17 job classification or reduce the number
18 of employees in a job classification
19 within the Food Service Division, the
20 last employee or employees to enter
21 such job classification shall be the ones
22 removed therefrom. Employees thus
23 removed from the job classification
24 shall be placed in the next lower pay
25 level Food Service Division job classi-
26 fication, seniority permitting, which
27 work such replacing employee has the
28 then present ability to satisfactorily
29 perform without training. Employees
30 thus displaced from their job classifi-
31 cation shall be similarly placed. In the
32 event there is no lower pay level job
33 classification into which such employee
34 can be so placed, he shall be laid off
35 from work.

36 **Section 7: (FOOD SERVICE DIVISION—**
37 **BIDDING)** When a new job classification is
38 established in the Food Service Division or a
39 permanent vacancy occurs within an existing
40 job classification which the Employer desires
41 to fill, the additional employee for such job

1 classification shall be selected in the follow-
2 ing manner:

3 (a) If such additional employee is needed
4 in a job classification other than the
5 bottom job classification in the Divi-
6 sion, a notice to that effect will be post-
7 ed on all Food Service Division bulle-
8 tin boards for a period of seven (7)
9 calendar days. From among those em-
10 ployees in lower pay level job classi-
11 fications in the Food Service Division
12 who sign the posted notice during said
13 seven (7) days of posting, the success-
14 ful applicant shall be selected as fol-
15 lows:

16 (1) The employee with the most job
17 classification seniority in the next
18 lower pay level job classification
19 in the division shall be promoted
20 to the job classification providing
21 he has the required qualifications.
22 If no employee in such next lower
23 pay level job classification who
24 has the required qualifications
25 signs such posting, the employee
26 with the most Food Service Divi-
27 sion seniority, in any lower pay
28 level classification, who signs the
29 posting and has the required qual-
30 ifications shall be promoted to the
31 job classification.

32 (b) In the event no employee within the
33 Food Service Division signs such post-
34 ing or if, among those who do sign such
35 posting, there are none who appear to
36 have the required qualifications or if a
37 vacancy occurs in the bottom job clas-
38 sification in the division, a notice of an
39 opening in such job classification shall
40 be posted bargaining unit-wide for a
41 period of seven (7) calendar days. If
42 among those employees who sign the

1 posting on a bargaining unit-wide basis
2 there are one (1) or more who have the
3 then present ability to satisfactorily
4 perform the required work in such job
5 classification without training, such
6 employee (or, if there are more than
7 one (1), the employee among them
8 with the greatest amount of unit-wide
9 seniority) shall be moved to the posted
10 job classification.

11 (1) If there are no bidders who appear
12 to have the then present ability to
13 satisfactorily perform the required
14 work without training, then the
15 employee with the most unit-wide
16 seniority who signed the posting
17 who appears to have the required
18 qualifications shall be moved to
19 the posted job classification.

20 (2) If there are no employees who
21 sign the unit-wide posting or if,
22 among those signing the posting,
23 there are none who appear to have
24 the required qualifications, the
25 Employer shall be entitled to hire
26 new employees for such job classi-
27 fication. However, if such job clas-
28 sification is not filled within the
29 next ninety (90) calendar days
30 thereafter, it shall be reposted as
31 provided in this Section.

32 **Section 8: (THIRTY-FIVE—FORTY HOUR**
33 **SCHEDULES)** It is agreed that when an open-
34 ing or vacancy occurs in any Food Service
35 Division job classification which is scheduled
36 to work the thirty-five (35) or forty (40) hour
37 week as specified in Section 1(b) of Article
38 XIII of this agreement, employees occupying
39 the same job classification on the weekly
40 schedule other than the one on which the
41 opening or vacancy occurs may exercise their

1 Divisional seniority to transfer to the hourly
2 schedule where the opening or vacancy exists
3 before the opening or vacancy in the job clas-
4 sification is posted for bidding as provided for
5 in Section 7 of this Article.

6 **Section 9:** (STUDENT HOUSING DIVISION
7 —DEFINED) For the purpose of the applica-
8 tion of seniority, the Student Housing Divi-
9 sion shall consist of the job classifications
10 performing custodial work in the student resi-
11 dence halls and the University's Student Cen-
12 ter Building.

13 **Section 10:** (STUDENT HOUSING DIVISION
14 —REDUCTION OF WORK FORCE) When it
15 becomes necessary to reduce the size of the
16 work force in the Student Housing Division
17 or eliminate a housing facility in such divi-
18 sion, temporary, part-time and probationary
19 employees (in that order) in such division
20 shall be laid off first, providing there are em-
21 ployees within the division who have Student
22 Housing Division seniority, who are available
23 and have the then present ability to satisfac-
24 torily perform the required work of the tem-
25 porary, part-time and/or probationary em-
26 ployees without training. Thereafter the em-
27 ployees in the division with the least Student
28 Housing Division seniority shall be the ones
29 laid off, providing senior employees in the
30 division are available and have the then pre-
31 sent ability to satisfactorily perform the re-
32 quired work of such laid off employees with-
33 out training. In the event there are no em-
34 ployees with more division seniority who are
35 available and who have the then present abil-
36 ity to satisfactorily perform the work of those
37 scheduled for lay-off without a training period,
38 then the junior employee or employees in the
39 division shall be retained and the next least
40 junior employee or employees shall be laid
41 off.

1 (a) If it becomes necessary to eliminate a
2 job classification or reduce the number
3 of employees in a job classification
4 within the Student Housing Division,
5 the last employee or employees to enter
6 such job classification shall be the ones
7 removed therefrom. Employees thus
8 removed from the job classification
9 shall be placed in the next lower pay
10 level Student Housing Division job
11 classification, seniority permitting,
12 which work such replacing employee
13 has the then present ability to satisfac-
14 torily perform without training. Em-
15 ployees thus displaced from their job
16 classification shall be similarly placed.
17 In the event there is no lower pay level
18 job classification into which such em-
19 ployee can be so placed, he shall be
20 laid off from work.

21 **Section 11: (STUDENT HOUSING DIVISION**
22 **—BIDDING)** When a new job classification is
23 established in the Student Housing Division
24 or a permanent vacancy occurs within an
25 existing job classification which the Employer
26 desires to fill, the additional employee for
27 such job classification shall be selected in the
28 following manner:

29 (a) If such additional employee is needed
30 in a job classification other than the
31 bottom job classification in the division,
32 a notice to that effect will be posted on
33 all Student Housing Division bulletin
34 boards for a period of seven (7) calen-
35 dar days. From among those employ-
36 ees in the lower pay level job classi-
37 fications in the Student Housing Divi-
38 sion who sign the posted notice during
39 seven (7) days of posting, the success-
40 ful applicant shall be selected as
41 follows:

42 (1) The Employee with the most job

1 classification seniority in the next
2 lower pay level job classification
3 in the division shall be promoted
4 to the job classification providing
5 he has the required qualifications.
6 If no employee in such next lower
7 pay level job classification who
8 has the required qualifications
9 signs such posting, the employee
10 with the most Student Housing
11 Division seniority in any lower
12 pay level job classification who
13 signs the posting and has the re-
14 quired qualifications shall be pro-
15 moted to the job classification.

16 (b) In the event no employee within the
17 Student Housing Division signs such
18 posting or if, among those who do sign
19 such posting, there are none who ap-
20 pear to have the required qualifica-
21 tions, or if the vacancy occurs in the
22 bottom job classification in the divi-
23 sion, a notice of an opening in such job
24 classification shall be posted bargain-
25 ing unit-wide for a period of seven (7)
26 calendar days. If among those employ-
27 ees who sign the posting on a bargain-
28 ing unit-wide basis there are one (1) or
29 more who have the then present abil-
30 ity to satisfactorily perform the re-
31 quired work in such job classification
32 without training, such employee (or, if
33 there are more than one (1), the em-
34 ployee among them with the greatest
35 amount of unit-wide seniority) shall be
36 moved to the posted job classification.

37 (1) If there are no bidders who ap-
38 pear to have the then present abil-
39 ity to satisfactorily perform the
40 required work without training,
41 then the employee with the most
41 unit-wide seniority who signed the

1 posting who appears to have the
2 required qualifications shall be
3 moved to the posted job classi-
4 fication.

5 (2) If there are no employees who
6 sign the unit-wide posting or if,
7 among those signing the posting,
8 there are none who appear to have
9 the required qualifications, the
10 Employer shall be entitled to hire
11 new employees for such job clas-
12 sification. However, if such job
13 classification is not filled within
14 the next ninety (90) calendar days
15 thereafter, it shall be reposted as
16 provided in this Section.

17 **Section 12:** (TRADES DIVISION — DE-
18 FINED) For the purpose of the application of
19 seniority, the Trades Division shall consist
20 of those job classifications involved in the
21 trades maintenance functions of the Univer-
22 sity, namely, Carpentry, Electrical, Mechan-
23 ical and Painting.

24 **Section 13:** (TRADES DIVISION—REDUC-
25 TION OF WORK FORCE) When it becomes
26 necessary to reduce the size of the work force
27 in the Trades Division or to eliminate a job
28 classification or classifications, temporary,
29 part-time and probationary employees (in that
30 order) in such division shall be laid off first,
31 providing there are employees within the di-
32 vision who have Trades Division seniority,
33 who are available and have the then present
34 ability to satisfactorily perform the required
35 work of the temporary, part-time and/or pro-
36 bationary employees without training. There-
37 after, the employees in the division with the
38 least Trades Division seniority shall be the
39 ones laid off, providing senior employees in
40 the division are available and have the then
41 present ability to satisfactorily perform the

1 required work of such laid off employees
2 without training. In the event there are no
3 employees with more division seniority who
4 are available and who have the then present
5 ability to satisfactorily perform the work of
6 those scheduled for layoff without a training
7 period, then the junior employee or employ-
8 ees in the division shall be retained and the
9 next least junior employee or employees shall
10 be laid off.

11 (a) If it becomes necessary to eliminate a
12 job classification or reduce the number
13 of employees in a job classification
14 within the Trades Division, the last
15 employee or employees to enter such
16 job classification shall be the ones re-
17 moved therefrom. Employees thus re-
18 moved from the job classification shall
19 be placed in the next lower pay level
20 Trades Division job classification, sen-
21 iority permitting, which work such re-
22 placing employee has the then present
23 ability to satisfactorily perform with-
24 out training. Employees thus displaced
25 from their job classification shall be
26 similarly placed. In the event there is
27 no lower pay level job classification
28 into which such employee can be so
29 placed, he shall be laid off from work.

30 **Section 14: (TRADES DIVISION—BIDDING)**
31 When a new job classification is established
32 in the Trades Division or a permanent va-
33 cancy occurs within an existing job classifi-
34 cation which the Employer desires to fill, the
35 additional employee for such job classifica-
36 tion shall be selected in the following manner:

37 (a) If such additional employee is needed
38 in a job classification other than the
39 bottom pay level job classification in
40 the division, a notice to that effect will
41 be posted on all Trades Division bulle-

1 tin boards for a period of seven (7) cal-
2 endar days. From among those em-
3 ployees in lower pay level job classi-
4 fications in the Trades Division who
5 sign the posted notice during said sev-
6 en (7) days of posting, the successful
7 applicant shall be selected as follows:

8 (1) The employee with the most job
9 classification seniority in the next
10 lower pay level job classification
11 in the division shall be promoted
12 to the job classification providing
13 he has the required qualifications.
14 If no employee in such next lower
15 pay level job classification who
16 has the required qualifications
17 signs such posting, the employee
18 with the most Trades Division sen-
19 iority, in any lower pay level clas-
20 sification, who signs the posting
21 and has the required qualifica-
22 tions shall be promoted to the job
23 classification.

24 (2) In the event no employee qualifies
25 for promotion under subsection
26 (a) (1) above, then the senior
27 employee at the same pay level
28 in any other job classification in
29 the Division who has the required
30 qualifications and who signed the
31 posting shall be assigned thereto.

32 (b) In the event no employee within the
33 Trades Division signs such posting or
34 if, among those who do sign such post-
35 ing, there are none who appear to have
36 the required qualifications or if a va-
37 cancy occurs in a bottom pay level job
38 classification in the division, a notice
39 of an opening in such job classification
40 shall be posted bargaining unit-wide
41 for a period of seven (7) calendar days.
42 If among those employees who sign the

1 posting on a bargaining unit-wide basis
2 there are one (1) or more who have
3 the then present ability to satisfactorily
4 perform the required work in such
5 job classification without training, such
6 employee (or, if there are more than
7 one (1), the employee among them with
8 the greatest amount of unit-wide seniority)
9 shall be moved to the posted
10 job classification.

11 (1) If there are no bidders who appear
12 to have the then present ability to satisfactorily
13 perform the required work without training,
14 then the employee with the most
15 unit-wide seniority who signed the
16 posting who appears to have the
17 required qualifications shall be
18 moved to the posted job classification.
19
20

21 (2) If there are no employees who
22 sign the unit-wide posting or if,
23 among those signing the posting,
24 there are none who appear to have
25 the required qualifications, the
26 Employer shall be entitled to hire
27 new employees for such job classification.
28 However, if such job classification is not filled
29 within the next ninety (90) calendar days
30 thereafter, it shall be reposted as
31 provided in this Section.
32

33 **Section 15:** (GROUNDS AND MISCELLANEOUS
34 DIVISION—DEFINED) For the purpose
35 of the application of seniority, the Grounds
36 and Miscellaneous Division shall consist of
37 those bargaining unit job classifications involved
38 in the grounds maintenance, motor
39 pool, garage, general stores and receiving
40 and delivery operations.

41 **Section 16:** (GROUNDS AND MISCELLANEOUS

1 OUS DIVISION—REDUCTION OF WORK
2 FORCE) When it becomes necessary to re-
3 duce the size of the work force in the Grounds
4 and Miscellaneous Division or to eliminate
5 a job classification or classifications in such
6 division, temporary, part-time and probation-
7 ary employees (in that order) in such divi-
8 sion shall be laid off first, providing there
9 are employees within the division who have
10 the Grounds and Miscellaneous Division sen-
11 iority, who are available and have the then
12 present ability to satisfactorily perform the
13 required work of the temporary, part-time
14 and/or probationary employees without train-
15 ing. Thereafter, the employees in the division
16 with the least Grounds and Miscellaneous Di-
17 vision seniority shall be the ones laid off, pro-
18 viding senior employees in the division are
19 available and have the then present ability
20 to satisfactorily perform the required work
21 of such laid off employees without training.
22 In the event there are no employees with
23 more division seniority who are available and
24 who have the then present ability to satisfac-
25 torily perform the work of those scheduled
26 for layoff without a training period, then the
27 junior employee or employees in the division
28 shall be retained and the next least junior
29 employee or employees shall be laid off.

30 (a) If it becomes necessary to eliminate
31 a job classification or reduce the num-
32 ber of employees in a job classification
33 within the Grounds and Miscellaneous
34 Division, the last employee or employ-
35 ees to enter such job classification
36 shall be the ones removed therefrom.
37 Employees thus removed from the job
38 classification shall be placed in the
39 next lower pay level Grounds and Mis-
40 cellaneous Division job classification,
41 seniority permitting, which work such

1 replacing employee has the then pre-
2 sent ability to satisfactorily perform
3 without training. Employees thus dis-
4 placed from their job classification
5 shall be similarly placed. In the event
6 there is no lower pay level job clas-
7 sification into which such employee
8 can be so placed, he shall be laid off
9 from work.

10 **Section 17:** (GROUNDS AND MISCELLANE-
11 OUS DIVISION—BIDDING) When a new job
12 classification is established in the Grounds
13 and Miscellaneous Division or a permanent
14 vacancy occurs within an existing job classi-
15 fication which the Employer desires to fill,
16 the additional employee for such job classi-
17 fication shall be selected in the following
18 manner:

19 (a) If such additional employee is needed
20 in a job classification other than the
21 bottom pay level job classification in
22 the division, a notice to that effect will
23 be posted on all Grounds and Miscel-
24 laneous Division bulletin boards for a
25 period of seven (7) calendar days.
26 From among those employees in low-
27 er pay level job classifications in the
28 Grounds and Miscellaneous Division
29 who sign the posted notice during said
30 seven (7) days of posting the success-
31 ful applicant shall be selected as fol-
32 lows:

33 (1) The employee with the most job
34 classification seniority in the next
35 lower pay level job classification
36 in the division shall be promoted
37 to the job classification providing
38 he has the required qualifications.
39 If no employee in such next lower
40 pay level job classification who
41 has the required qualifications

1 signs such posting, the employee
2 with the most Grounds and Mis-
3 cellaneous Division seniority, in
4 any lower pay level classification,
5 who signs the posting and has the
6 required qualifications shall be
7 promoted to the job classification.

8 (b) In the event no employee within the
9 Grounds and Miscellaneous Division
10 signs such posting or if, among those
11 who do sign such posting, there are
12 none who appear to have the required
13 qualifications or if a vacancy occurs in
14 the bottom pay level job classification
15 in the division, a notice of an opening
16 in such job classification shall be post-
17 ed bargaining unit-wide for a period of
18 seven (7) calendar days. If among
19 those employees who sign the posting
20 on a bargaining unit-wide basis there
21 are one (1) or more who have the then
22 present ability to satisfactorily per-
23 form the required work in such job
24 classification without training, such
25 employee (or, if there are more than
26 one (1), the employee among them
27 with the greatest amount of unit-wide
28 seniority) shall be moved to the posted
29 job classification.

30 (1) If there are no bidders who ap-
31 pear to have the then present abil-
32 ity to satisfactorily perform the
33 required work without training,
34 then the employee with the most
35 unit-wide seniority who signed the
36 posting who appears to have the
37 required qualifications shall be
38 moved to the posted job classifi-
39 cation.

40 (2) If there are no employees who
41 sign the unit-wide posting or if,

1 among those signing the posting,
2 there are none who appear to have
3 the required qualifications, the
4 Employer shall be entitled to hire
5 new employees for such job clas-
6 sification. However, if such job
7 classification is not filled within
8 the next ninety (90) calendar days
9 thereafter, it shall be reposted as
10 provided in this Section.

11 **Section 18:** (PHYSICAL PLANT CUSTODI-
12 AL DIVISION—DEFINED) For the purpose
13 of the application of seniority, the Physical
14 Plant Custodial Division shall consist of those
15 job classifications performing custodial work
16 in all buildings except Residence Halls and
17 the University Student Center Building.

18 **Section 19:** (PHYSICAL PLANT CUSTODI-
19 AL DIVISION—REDUCTION OF WORK
20 FORCE) When it becomes necessary to re-
21 duce the size of the work force in the Physical
22 Plant Custodial Division or to eliminate a job
23 classification in such division, temporary,
24 part-time and probationary employees (in that
25 order) in such division shall be laid off first,
26 providing there are employees within the di-
27 vision who have the Physical Plant Custodial
28 Division seniority, who are available and have
29 the then present ability to satisfactorily per-
30 form the required work of the temporary,
31 part-time and/or probationary employees
32 without training. Thereafter, the employees in
33 the division with the least Physical Plant
34 Custodial Division seniority shall be the ones
35 laid off, providing senior employees in the di-
36 vision are available and have the then present
37 ability to satisfactorily perform the required
38 work of such laid off employees without train-
39 ing. In the event there are no employees with
40 more division seniority who are available and
41 who have the then present ability to satisfac-

1 torily perform the work of those scheduled
2 for layoff without a training period, then the
3 junior employee or employees in the division
4 shall be retained and the next least junior
5 employee or employees shall be laid off.

6 (a) If it becomes necessary to eliminate
7 a job classification or reduce the num-
8 ber of employees in a job classification
9 within the Physical Plant Custodial Di-
10 vision, the last employee or employees
11 to enter such job classification shall be
12 the ones removed therefrom. Employ-
13 ees thus removed from the job classi-
14 fication shall be placed in the next
15 lower pay level Physical Plant Custodi-
16 al Division job classification, senior-
17 ity permitting, which work such replac-
18 ing employee has the then present abil-
19 ity to satisfactorily perform without
20 training. Employees thus displaced
21 from their job classification shall be
22 similarly placed. In the event there is
23 no lower pay level job classification
24 into which such employee can be so
25 placed, he shall be laid off from work.

26 **Section 20:** (PHYSICAL PLANT CUSTODI-
27 AL DIVISION—BIDDING) When a new job
28 classification is established in the Physical
29 Plant Custodial Division or a permanent va-
30 cancy occurs within an existing job classifi-
31 cation which the Employer desires to fill, the
32 additional employee for such job classifica-
33 tion shall be selected in the following manner:

34 (a) If such additional employee is needed
35 in a job classification other than the
36 bottom pay level job classification in
37 the division, a notice to that effect will
38 be posted on all Physical Plant Custodi-
39 al Division bulletin boards for a per-
40 iod of seven (7) calendar days. From
41 among those employees in lower pay
42 level job classifications in the Physical

1 Plant Custodial Division who sign the
2 posted notice during said seven (7)
3 days of posting, the successful appli-
4 cant shall be selected as follows:

5 (1) The employee with the most job
6 classification seniority in the next
7 lower pay level job classification
8 in the division shall be promoted
9 to the job classification providing
10 he has the required qualifications.
11 If no employee in such next lower
12 pay level job classification who
13 has the required qualifications
14 signs such posting, the employee
15 with the most Physical Plant Cus-
16 todial Division seniority, in any
17 lower pay level classification, who
18 signs the posting and has the re-
19 quired qualifications shall be pro-
20 moted to the job classification.

21 (b) In the event no employee within the
22 Physical Plant Custodial Division signs
23 such posting or if, among those who
24 do sign such posting, there are none
25 who appear to have the required qual-
26 ifications or if a vacancy occurs in the
27 bottom pay level classification in the
28 division, a notice of an opening in such
29 job classification shall be posted bar-
30 gaining unit-wide for a period of seven
31 (7) calendar days. If among those em-
32 ployees who sign the posting on a bar-
33 gaining unit-wide basis there are one
34 (1) or more who have the then present
35 ability to satisfactorily perform the re-
36 quired work in such job classification
37 without training, such employee (or, if
38 there are more than one (1), the em-
39 ployee among them with the greatest
40 amount of unit-wide seniority) shall be
41 moved to the posted job classification.

42 (1) If there are no bidders who ap-

1 appear to have the then present abil-
2 ity to satisfactorily perform the
3 required work without training,
4 then the employee with the most
5 unit-wide seniority who signed the
6 posting who appears to have the
7 required qualifications shall be
8 moved to the posted job classifi-
9 cation.

10 (2) If there are no employees who
11 sign the unit-wide posting or if,
12 among those signing the posting,
13 there are none who appear to have
14 the required qualifications, the
15 Employer shall be entitled to hire
16 new employees for such job clas-
17 sification. However, if such job
18 classification is not filled within
19 the next ninety (90) calendar days
20 thereafter, it shall be reposted as
21 provided in this Section.

22 **Section 21:** (UNIT-WIDE SENIORITY—LAY-
23 OFF) Employees who, because of lack of
24 work, are laid off from their division shall
25 not be entitled to exercise their seniority to
26 displace any employee in any other division.
27 However, an employee so laid off from his
28 division who had previously bid into such di-
29 vision from another shall be entitled to exer-
30 cise the divisional seniority he had acquired
31 in the former division as of the date he left
32 the same to displace an employee therein
33 with less divisional seniority whose job duties
34 he has the then present ability to satisfactor-
35 ily perform without training.

36 **Section 22:** (ELECTING TO TAKE LAY-
37 OFF) It is understood and agreed that when,
38 during the Spring and Summer sessions of
39 school, it is necessary to lay off employees
40 occupying the bottom pay level job classifi-
41 cation in any division, the employees with the

1 most divisional seniority in said job classifi-
2 cation may elect to accept the layoff. It is
3 further understood that if there is an insuffi-
4 cient number of laid off employees who elect
5 to accept suitable employment (as determined
6 by the Michigan Employment Security Com-
7 mission) where the same is offered in anoth-
8 er division, then the laid off employees with
9 the least unit-wide seniority who are on lay-
10 off status shall be required to accept such
11 employment in such other division or divi-
12 sions of the University.

13 (a) In the event the seasonal lay-off re-
14 ferred to above is to extend for any
15 segment of the division beyond the
16 start of the Fall semester, employees
17 who have so elected to exercise the
18 lay-off election referred to above, shall
19 thereupon return to work in accord-
20 ance with the provisions of Section 23
21 of this Article, seniority permitting.

22 **Section 23:** (RE-CALLS FOLLOWING LAY-
23 OFFS) When employees are recalled to work
24 following layoffs for lack of work, they shall
25 be recalled to the division from which they
26 were laid off on a division seniority basis pro-
27 viding they have the then present ability to
28 satisfactorily perform the work for which
29 such recall is made without training. If the
30 laid off employee with the most seniority does
31 not have such present ability, then the next
32 less senior employee shall be recalled who
33 does have such present ability. If there are
34 no employees on the layoff list who have such
35 present ability, then the senior laid off em-
36 ployee who has the "required qualifications"
37 shall be recalled and given a training period
38 as provided for in Section 25 of this Article.

39 (a) Employees who are on layoff status
40 or who, due to bumping or recall, oc-
41 cupy a job classification other than the

1 one from which they were originally
2 laid off must return to the job classi-
3 fication from which they were origin-
4 ally laid off when an opening occurs
5 therein to which their division and job
6 classification seniority entitles them.

7 **Section 24: (PRESENT ABILITY DEFINED)**

8 Where used in this Agreement, the words
9 "then present ability to satisfactorily per-
10 form the required work without training"
11 shall be interpreted to mean that the em-
12 ployee has the pre-developed skills, knowl-
13 edge and work habits to satisfactorily fulfill
14 the job requirements immediately upon being
15 assigned to a job classification.

16 **Section 25: (REQUIRED QUALIFICATIONS**

17 **DEFINED)** Where used in this Agreement,
18 the words "required qualifications" shall be
19 interpreted to mean that the employee has
20 demonstrated that he has or appears to have
21 the background, work experience, work hab-
22 its, manual and intellectual dexterity and oth-
23 er attributes which would appear to enable
24 him to readily learn to satisfactorily per-
25 form the job requirements of the job classifi-
26 cation under consideration.

- 27 (a) Employees awarded a job through the
28 bidding procedure on the basis of their
29 appearing to have the "required qual-
30 ifications" shall be entitled to a break-
31 in or training period of not to exceed
32 twenty (20) working days. If at any
33 time during the twenty (20) working
34 days the employee demonstrates that
35 he will not be able to readily learn to
36 satisfactorily perform the job require-
37 ments he shall thereupon be removed
38 from the job and returned to the job
39 classification in the division from which
40 he bid as shall those employees who
41 may have moved to different job clas-

1 sifications by reason of the vacancy
2 or vacancies created by his bid.

3 (b) If an employee who has been awarded
4 a job through the bidding procedure at
5 any time during his break-in or train-
6 ing period returns to the job from
7 which he bid because he had demon-
8 strated he would not be able to satis-
9 factorily perform the job requirements,
10 the next senior employee appearing to
11 have the "required qualifications" who
12 signed the initial posting shall be
13 awarded the job subject to the same
14 conditions.

15 **Section 26:** (ASSIGNMENTS WITHIN CLAS-
16 SIFICATIONS) It is understood and agreed
17 that the Employer shall have the right to as-
18 sign or reassign employees within their re-
19 spective job classifications to other specific
20 job functions and/or geographical locations
21 for the purpose of enhancing their job per-
22 formance abilities, to more efficiently or ef-
23 fectively utilize their services and/or better
24 balance skills within a work area provided
25 that (1) where such transfers are other than
26 temporary, the employees shall receive at
27 least one (1) week's advance notice thereof,
28 and (2) such transfers will not be made for
29 capricious reasons.

30 **Section 27:** (TEMPORARY TRANSFER) The
31 Employer shall have the right to temporarily
32 transfer employees from one job classifica-
33 tion to another to cover for employees who
34 are absent due to illness, accident, vacations
35 or leaves of absence for the period of such
36 absences. When such transfers are made, the
37 senior available employee in the district who
38 has the then present ability to satisfactorily
39 perform the work shall be the one transferred.

40 (a) The Employer shall have the right to
41 temporarily transfer employees, as pre-

1 scribed above, from one job classifi-
2 cation to another to fill temporary va-
3 cancies and to take care of unusual
4 conditions or situations that may arise
5 for a period of not to exceed thirty (30)
6 consecutive calendar days.

7 (b) When it is necessary to fill temporary
8 bargaining unit jobs or vacancies and
9 no bargaining unit employees are
10 available to temporarily transfer there-
11 to, the Employer may assign student
12 help to perform such temporary jobs
13 or fill such temporary vacancies.

14 **Section 28: (ABILITY—STUDENT HOUS-**
15 **ING)** It is understood and agreed that insofar
16 as the exercise of seniority for the purpose of
17 taking a job in the Student Housing Division
18 is concerned, the words “present ability to
19 satisfactorily perform the required work”
20 and/or the “required qualifications” include,
21 in the judgment of the Employer, the posses-
22 sion by the employee of a satisfactory be-
23 havior pattern and moral conduct.

24 **Section 29: (SUPER-SENIORITY)** Notwith-
25 standing their position on the seniority list,
26 during the period of their appointment, ste-
27 wards shall, in the event of a layoff for lack
28 of work, be continued at work so long as
29 there is a job in their work area for which
30 they have the then present ability to satisfac-
31 torily perform and shall be recalled to work
32 following a layoff on the first open job for
33 which they have such ability. It is understood
34 and agreed that in the event of a curtailment
35 of the work force, stewards shall be required
36 to exercise their actual seniority under the
37 terms of this agreement until such time as
38 such actual seniority will no longer permit
39 them to remain at work in their district at
40 which time the super-seniority provided for
41 in this paragraph may be invoked.

1 (a) Notwithstanding their position on the
2 seniority list, the president, vice-presi-
3 dent, financial secretary, recording
4 secretary, chief steward and divisional
5 chief stewards of the Local Union shall,
6 in the event of a layoff for lack of
7 work, be continued at work so long as
8 there is a job in the bargaining unit for
9 which they have the then present abil-
10 ity to satisfactorily perform. It is un-
11 derstood and agreed that such Union
12 representatives shall be required to
13 exercise their actual seniority under
14 the terms of this agreement until such
15 time as such actual seniority will no
16 longer permit them to remain at work,
17 at which time the super-seniority pro-
18 vided for in this subparagraph may
19 be invoked.

20 (b) Notwithstanding their position on the
21 seniority list, the Union's bargaining
22 committee of not to exceed six (6)
23 employees including the president and
24 chief steward, in the event of a layoff
25 for lack of work shall, during the period
26 while they are engaged in contract ne-
27 gotiations only, be continued at work
28 so long as there is a job in the bar-
29 gaining unit for which they have the
30 then present ability to satisfactorily
31 perform. It is understood and agreed
32 that such bargaining committee mem-
33 bers shall be required to exercise their
34 actual seniority under the terms of
35 this agreement until such time as such
36 actual seniority will no longer permit
37 them to remain at work, at which time
38 the super-seniority provided for in this
39 subparagraph may be invoked.

40 **Section 30: (EMPLOYEES TRANSFERRED**
41 **FROM UNIT)** A bargaining unit employee
42 who is promoted or transferred to any other

1 job with the Employer which does not come
2 within the jurisdiction of the bargaining unit
3 and an employee who in the past was so pro-
4 moted or transferred from a job which by
5 definition is now within the bargaining unit
6 shall, so long as he remains an employee of
7 the Employer, continue to accumulate sen-
8 iority. If any such employee after the date
9 hereof is removed from such job outside the
10 bargaining unit with the Employer at his own
11 request or for any reason other than discharge
12 for reasons considered valid under this agree-
13 ment, such employee shall be allowed to ex-
14 ercise his seniority to return to a job within
15 the work area from which he was promoted
16 or transferred which he has the then present
17 ability to satisfactorily perform without train-
18 ing. It is understood and agreed that such re-
19 turning employee may exercise such seniority
20 to fill a then existing vacancy or, if there is
21 no then existing vacancy, to replace the em-
22 ployee with the least division seniority pro-
23 vided, in either event, he has the then pre-
24 sent ability to satisfactorily perform the work
25 involved.

26 **Section 31: (SHIFT PREFERENCE)** When
27 a vacancy occurs in a job classification which
28 is scheduled on a two (2) or three (3) shift
29 basis, employees then occupying the same
30 job classification on a shift other than that
31 upon which the opening occurs in the same
32 division may exercise their seniority to trans-
33 fer to the shift upon which the opening exists
34 provided they have the then present ability to
35 satisfactorily perform the work required with-
36 out training, subject to the following provi-
37 sions:

38 (a) In order to be permitted to exercise
39 shift preference hereunder, the employ-
40 ee must have made a written request
41 for the same which had been delivered
42 to the supervisor responsible for all

- 1 shifts of such classification prior to the
2 existence of the vacancy.
- 3 (b) If two (2) or more qualified employees
4 request a transfer to the same shift,
5 the senior employee shall have pre-
6 ference.
- 7 (c) An employee having transferred to an-
8 other shift under this section shall not
9 be permitted to again exercise shift
10 preference during the next succeeding
11 four (4) months.

ARTICLE VIII—LEAVES OF ABSENCE

12 **Section 1: PERSONAL LEAVE.** A leave of
13 absence for personal reasons (other than sick
14 leave) of not to exceed one (1) year may be
15 granted without pay and without loss of sen-
16 iority to a regular employee who has com-
17 pleted two (2) years of continuous service
18 with the Employer since his last hiring date,
19 provided in the judgment of the Employer,
20 such employee can be spared from his work.
21 A leave of absence will not be granted to seek
22 or accept other employment. For provisions
22 relative to sick leaves of absence see Article
23 IX of this agreement.

24 (a) A request for a leave of absence here-
25 under must be made in writing with
26 one (1) copy thereof given to the em-
27 ployee's supervisor and another copy
28 sent to the Personnel Office. Such re-
29 quest must be made and the approval
30 thereof received by the Employee prior
31 to his absence in order for the employ-
32 ee to be on an approved leave of
33 absence.

34 **Section 2: MATERNITY LEAVE.** Pregnant
35 employees shall be eligible for paid sick leave
36 in accordance with the provisions of Article
37 IX of this agreement.

38 **Section 3: NATIONAL GUARDS AND RE-**

1 **SERVES.** Leaves of absence shall be granted
2 without pay and without loss of seniority, to
3 regular employees who are active in the Na-
4 tional Guards or a branch of the Armed For-
5 ces Reserves of the United States for the pur-
6 pose of fulfilling their annual field training
7 obligations and when called out due to tem-
8 porary civil disturbances. Applications for
9 leaves of absence for such purposes must be
10 made out as soon as possible after the em-
11 ployee receives his orders.

12 **Section 4: RETURNING SERVICEMEN.**
13 The reinstatement rights of any regular em-
14 ployee who enters the military service of the
15 United States by reason of an Act or Law
16 enacted by the Congress of the United States,
17 or who may voluntarily enlist during the ef-
18 fective period of such Law shall be deter-
19 mined in accordance with the provisions of
20 the Law granting such rights.

21 (a) Employees reinstated under this sec-
22 tion, upon appropriate request, shall
23 be granted leaves of absence for a
24 period equal to their seniority but not
25 to exceed two (2) years, without pay
26 and without loss of seniority, to attend
27 school on a full-time basis under the
28 applicable Federal Laws in effect as
29 of the date of their reinstatement.

30 **Section 5: FULL-TIME ASSIGNMENT WITH**
31 **UNION.** A regular employee who accepts a
32 full-time assignment with the International
33 Union or Council by election, appointment or
34 hiring shall be granted a leave of absence of
35 not to exceed one (1) year, without pay and
36 without loss of seniority, for such purpose,
37 provided such leave of absence is requested
38 in writing of the Employer's Personnel Of-
39 fice by the International Union or Council at
40 least ten (10) regularly scheduled working
41 days before the start of such leave. This

1 leave of absence may be extended from year
2 to year provided the International Union or
3 Council files a written request with the Em-
4 ployer's Personnel Office for such extension
5 not less than thirty (30) calendar days prior
6 to the end of each anniversary of such leave.
7 Any leave granted under this section shall
8 automatically terminate when such full-time
9 assignment with the International Union or
10 Council ceases. No more than one employee
11 shall be granted a leave of absence for this
12 purpose at any one time.

13 (a) An employee who receives a leave of
14 of absence under this section shall con-
15 tinue to accumulate seniority during
16 the period of such leave. Upon return-
17 ing to work with the Employer, such
18 returning employee may exercise his
19 seniority to fill a then existing vacancy,
20 or, if there is no then existing vacancy
21 to replace the employee with the least
22 work center seniority in the work cen-
23 ter from which he took such leave,
24 seniority permitting, provided, in either
25 event, he has the then present ability
26 to satisfactorily perform the work
27 involved.

28 **Section 6: UNION EDUCATIONAL LEAVES.**
29 Leaves of absence with pay and without loss
30 of seniority shall be granted to those regular
31 employees elected or selected to attend edu-
32 cational classes conducted by and/or on be-
33 half of the Union provided a written request
34 for such leaves is presented to the Employer
35 by the Union containing a satisfactory certifi-
36 cation that such leaves are for the purpose of
37 attending bona-fide educational classes at
38 least five (5) regularly scheduled working
39 days prior to the start of the anticipated ab-
40 sence. No more than five (5) employees will
41 be granted such leaves of absence at any one
42 (1) time and the aggregate duration of such

1 leaves shall not exceed a total of two hun-
2 dred (200) hours in any one (1) fiscal year.

3 **Section 7: UNION CONVENTIONS AND**
4 **MEETINGS.** Leaves of absence without pay
5 and without loss of seniority shall be granted
6 to employees who are elected or otherwise
7 selected or designated as official representa-
8 tives of the Local Union to attend Council No.
9 7 or International Union conventions or other
10 business meetings provided (1) such leaves
11 shall not exceed ten (10) consecutive regular-
12 ly scheduled working days, (2) no more than
13 five (5) employees shall be granted such
14 leaves at the same time, (3) no more than
15 one (1) from any trade group shall be granted
16 such leave at the same time and (4) written
17 requests for leaves for the affected employ-
18 ees, signed by the president of the Local Un-
19 ion or a Council No. 7 staff representative, are
20 received by the Employer's Personnel Office
21 at least five (5) regularly scheduled working
22 days prior to the start of the anticipated
23 leave of absence.

24 **Section 8: JURY DUTY.** A regular employee
25 who has completed his probationary period,
26 who is summoned and reports for jury duty
27 as prescribed by applicable law, for each day
28 upon which he performs jury duty and on
29 which he otherwise would have been sched-
30 uled to work for the Employer shall be paid
31 the difference between what he received from
32 the Court as daily jury duty fees and what he
33 would have earned from his employment with
34 the University on that day based on his nor-
35 mal straight time hours at his regular rate
36 of pay. In order to receive the payment above
37 referred to, the employee must (1) give the
38 Personnel Department prior written notice
39 that he has been summoned for jury duty;
40 (2) furnish satisfactory evidence that he per-
41 formed such jury duty on the days for which
42 he claims such payment; (3) produce satis-

1 factory evidence of the amount he was paid in
2 jury duty fees, and (4) each day promptly
3 return to work on his shift when released
4 from jury duty unless he is not released in
5 time to reasonably permit him to return two
6 (2) or more hours before the end of the shift.

7 (a) An employee who does not lose time
8 from his regularly scheduled work
9 therefor, but who nevertheless has per-
10 formed jury duty within the eight (8)
11 hour period immediately before the
12 beginning of his shift, at his request,
13 may have an amount of time off from
14 his regularly scheduled shift equal to
15 the time he was required to spend in
16 Court during that eight (8) hour period.
17 In such case, the employee shall none-
18 theless be paid for the entire shift (if
19 he works the remainder thereof) at his
20 regularly hourly rate less what he
21 received from the Court for jury duty
22 fees for such days provided he con-
23 forms to the requirements set forth in
24 (1), (2), and (3) in the above para-
25 graph.

26 (b) An employee who works the third shift
27 and does not lose time from his regu-
28 larly scheduled work therefor, but who
29 nevertheless performed jury duty with-
30 in the eight (8) hour period immediatel-
31 y following the end of his shift, at his
32 request, may have an amount of time
33 off from his next regularly scheduled
34 shift equal to the time he was required
35 to spend in Court during that eight (8)
36 hour period. In such case, the employee
37 shall nonetheless be paid for the entire
38 shift (if he works the remainder there-
39 of) at his regularly hourly rate less
40 what he received from the Court for
41 jury duty fees for such days provided

1 he conforms to the requirements set
2 forth in (1), (2) and (3) of the first
3 paragraph of this Section.

4 **Section 9: FUNERAL LEAVE.** Regular em-
5 ployees who, at the time have completed their
6 probationary period, shall receive the amount
7 of pay they would have received on their reg-
8 ular straight time basis for each day neces-
9 sarily lost during their normal work week,
10 not exceeding three (3) days, to make ar-
11 rangements for and attend the funeral of a
12 member of their immediate family. For the
13 purpose of the application of fringe benefits
14 such three (3) days shall be considered as
15 time worked. This payment shall not be made
16 for any of such three (3) days on which the
17 employee for any other reason would have
18 been absent from work. Immediate family
19 shall be defined as current spouse, and the
20 employee's or his current spouse's children,
21 parents, grandparents, brother or sister. The
22 three (3) days above referred to shall end
23 with the day of the funeral and to be eligible
24 for such pay the employee must notify his
25 supervisor as soon as possible of the neces-
26 sity for such absence and must attend the
27 funeral. Payment hereunder will be made only
28 upon written request by the employee and if
29 requested, by the Employer, must be accom-
30 panied by proof of death.

31 (a) In the event an employee must neces-
32 sarily be absent from work for the
33 above reason for a longer period than
34 the three (3) regularly scheduled work-
35 ing days specified above, such em-
36 ployee may request an extension of
37 such funeral leave and elect to use
38 accrued annual leave (if any) for such
39 additional time or take such additional
40 time without pay.

41 (b) In the event of the death of a relative

1 not designated above or of a fellow
2 employee, permission will be granted
3 (and in the latter case such permis-
4 sion will be granted to a reasonable
5 number of employees from each work
6 center, trade group, district or crew) to
7 attend such funeral and such employ-
8 ee may elect to use accumulated an-
9 nual leave or accumulated sick leave
10 for such purpose or take such time
11 off without pay.

12 **Section 10:** An employee who is granted a
13 leave of absence under this Article which
14 leave extends beyond June 30 will be paid
15 in his last check prior to the start of such
16 leave the accrued annual leave to which he
17 is entitled at that time.

ARTICLE IX—SICK LEAVE

18 **Section 1:** Regular employees shall accrue
19 paid sick leave benefits on the basis of .05
20 hours for each hour worked but not to ex-
21 ceed an accumulation in excess of one hun-
22 dred four (104) hours per fiscal year nor a
23 maximum accumulation at any one (1) time
24 in excess of two thousand eighty (2,080) hours.
25 For the purpose of computing the amount of
26 sick leave to be credited to an employee,
27 straight time hours for which the employee is
28 paid although he is not actively at work shall
29 be considered as hours worked.

30 **Section 2:** Sick leave payments shall be
31 made to eligible employees (to the extent of
32 their accumulated credits) on the basis of not
33 to exceed eight (8) hours per day or forty (40)
34 hours per week at the regular straight time
35 hourly rate of the employee at the time the
36 necessary absence occurs. Sick leave may not
37 be used in amounts of less than one (1) hour.

38 (a) Regular part-time employees will be
39 eligible for sick leave payments from their

1 accrued sick leave credits on the basis
2 of not to exceed the daily or weekly
3 straight time hours they worked as
4 part-time employees.

5 (b) It is understood and agreed that if an
6 employee is absent from work due to
7 a disability resulting from an injury
8 or illness compensable under the Mich-
9 igan Workman's Compensation Act,
10 such employee shall be paid the differ-
11 ence between his daily disability bene-
12 fits received under Workman's Com-
13 pensation and not to exceed eight (8)
14 hours of straight time pay per day or
15 forty (40) hours straight time pay per
16 week from the Employer, such addi-
17 tional amount to be deducted from and
18 to the extent of his accumulated credits
19 under the sick leave plan.

20 (c) Whenever a sick leave payment is
21 made to an employee, the amount
22 thereof shall be deducted from his ac-
23 cumulated credited sick leave. When
24 an employee continues absent from
25 work due to an illness or injury after
26 having used up his sick leave credit,
27 he shall be removed from the payroll
28 until he returns to work. If he does not
29 return to work within twelve (12) con-
30 secutive months after he has been
31 placed in a non-pay status, his seniority
32 shall terminate. If, however, an em-
33 ployee is separated from his employ-
34 ment as provided in this subsection
35 because of his absence from work due
36 to a disability covered by Workman's
37 Compensation, his seniority shall be
38 frozen as of the date of his separation.
39 If and when such employee is rein-
40 stated within thirty (30) days following
41 the cessation of such disability, pre-
42 senting medical evidence of his physi-

1 cal ability to perform the necessary
2 work, such employee shall be entitled
3 to exercise the amount of seniority he
4 had acquired prior to his separation to
5 obtain a job within the bargaining unit,
6 in accordance with the seniority pro-
7 visions then in effect, which job he has
8 the seniority and the then present abil-
9 ity to satisfactorily perform. Meaning-
10 ful consideration will be given to an
11 employee who applies for reinstatement
12 under this subsection.

13 **Section 3:** To be eligible for sick leave pay-
14 ments hereunder, the employee (1) must have
15 completed his probationary period, (2) must
16 be unable to report for work due to his own
17 personal illness or injury, except as provided
18 in Section 8(b) of Article VIII, (3) must ad-
19 vise his immediate supervisor of the absence
20 and reasons therefore prior to or as soon
21 after the start of such absence as is reason-
22 ably possible and (4) if the Employer, having
23 valid reason to suspect that the employee is
24 abusing sick leave, requests evidence satisfac-
25 tory to the Employer as certified by a physi-
26 cian of the necessity for such continuing ab-
27 sence, the employee must present the same.
28 After the date of receipt by the employee of
29 the request for a statement from a physician
30 certifying to the necessity for sick leave or
31 the continuation thereof, such sick leave shall
32 thereupon be terminated unless and until such
33 certification is received by the University.

34 (a) If an employee makes frequent, short-
35 term usage of sick leave under condi-
36 tions which give rise to valid reasons
37 for suspecting that sick leave is being
38 used for other purposes, the Employer
39 may notify and thereafter require that
40 future usage of sick leave must be sup-
41 ported by a physician's statement at-
42 testing to the necessity therefor.

1 **Section 4:** When there is a question as to
2 whether an employee is physically able to
3 return to work following his illness or injury,
4 the Employer may require that the employee
5 present a statement from a physician attest-
6 ing to the fact that the employee is physically
7 able to return to work.

8 **Section 5:** If an employee is separated from
9 his employment with the Employer, any un-
10 used portion of his sick leave credits will be
11 recorded by the Employer. If subsequently
12 such person again becomes a regular em-
13 ployee of the Employer, his previous unused
14 accumulation of sick leave credits will again
15 be placed to his credit.

16 **Section 6:** In the event, under any circum-
17 stances, a dispute arises concerning an em-
18 ployee's physical ability to perform his job,
19 if the employee is not satisfied with the de-
20 termination of a medical doctor of the Em-
21 ployer's choice, the employee may submit a
22 report from a medical doctor of his own
23 choosing at his own expense. If, at this point,
24 the dispute continues to exist, the Employer
25 and the Union shall jointly select a medical
26 doctor to examine the employee and submit
27 a report to the Employer and the Union. The
28 opinion of the medical doctor so selected shall
29 be binding upon the Employer, the Union and
30 the involved employee. The charges made for
31 such examination by the medical doctor so
32 selected shall be shared equally by the Em-
33 ployer and the Union.

34 **Section 7:** When an employee retires prior to
35 age sixty-five (65) who qualifies for an im-
36 mediate pension under the Michigan Public
37 School Employees Retirement Fund he shall
38 be entitled to be paid one-half of his accumu-
39 lated unused paid sick leave as of the date
40 of retirement but not to exceed a total of one

1 thousand forty (1040) hours of such paid sick
2 leave. Employees who retire at or after age
3 sixty-five (65), irrespective of whether they
4 qualify for such immediate pension, shall be
5 entitled to be paid one-half of their accumu-
6 lated unused paid sick leave as of the date of
7 such retirement but not to exceed a total of
8 one thousand forty (1040) hours of such paid
9 sick leave.

10 (a) When an employee dies while an active
11 employee of the University, his desig-
12 nated beneficiary shall be entitled to be
13 paid his accumulated unused paid sick
14 leave as of the date of his death but
15 not to exceed a total of one thousand
16 forty (1040) hours of such paid sick
17 leave.

17 **Section 8:** When an employee, absent due to
18 illness or injury, has exhausted the paid sick
19 leave credited to his account, he shall there-
20 upon draw any accumulated annual leave to
21 the extent of his accrual thereof.

22 (a) This section shall not apply to an em-
23 ployee absent due to illness or injury
24 which is compensable under the Work-
25 man's Compensation Act so long as
26 the employee is being paid weekly dis-
27 ability benefits thereunder. This ex-
28 emption shall cease immediately upon
29 the redemption of liability or lump sum
30 settlement by the University.

ARTICLE X—ANNUAL LEAVE

31 **Section 1:** Regular employees shall accrue
32 annual leave at the rate of .0462 hours for
33 each hour worked during the first twelve (12)
34 consecutive months of their employment
35 since their last hiring date. Thereafter and
36 until completion of the 96th consecutive month
37 of employment since their last hiring date
38 they shall accrue annual leave at the rate of
39 .0577 hours for each hour worked and after

1 completion of ninety-six (96) consecutive
2 months of employment since their last hiring
3 date employees shall accrue annual leave at
4 the rate of .0693 hours per hour worked. For
5 the purpose of computing the amount of an-
6 nual leave to be credited to an employee,
7 straight time hours for which the employee
8 is paid although he is not actively at work
9 shall be considered as hours worked.

10 (a) The maximum amount of annual leave
11 which shall accrue to an employee in
12 any fiscal year (July 1 through the fol-
13 lowing June 30) shall not exceed: (1)
14 for an employee with twelve (12) or
15 less consecutive months of employ-
16 ment, ninety-six (96) hours; (2) for an
17 employee with more than twelve (12)
18 but less than ninety-six (96) consecu-
19 tive months of employment, one hun-
20 dred twenty (120) hours; and (3) for
21 an employee with more than ninety-
22 six (96) consecutive months of employ-
23 ment, one hundred forty-four (144)
24 hours.

25 **Section 2:** Eligible employees shall be en-
26 titled to annual leave as and to the extent
27 that the same has accrued subject to the fol-
28 lowing conditions:

29 (a) Unused annual leave shall not accrue
30 beyond the number of hours to which
31 an employee, in accordance with Sec-
32 tion 1(a) of this Article, is entitled to
33 accrue in one (1) year plus forty (40)
34 hours.

35 (b) No employee shall be permitted to
36 draw an advance on annual leave
37 which at the time, has not accrued to
38 him.

39 **Section 3:** Annual leave shall be granted to
40 eligible employees (to the extent of their ac-
41 crual thereof) on the basis of not to exceed

1 eight (8) hours per day or forty (40) hours
2 per week at the regular straight time hourly
3 rate of the employee at the time the annual
4 leave is taken. Regular part-time employees
5 shall be eligible for annual leave (to the ex-
6 tent of their accrual thereof) on the basis of
7 not to exceed the daily or weekly straight
8 time hours they worked as part-time
9 employees.

10 **Section 4:** To be eligible to receive annual
11 leave hereunder, the employee (1) must have
12 completed his probationary period, (2) must
13 give his immediate supervisor at least one
14 (1) week's advance notice of his desire to take
15 his annual leave; unless the employee is on
16 leave of absence which will extend beyond
17 June 30 as per Section 10 of Article VIII; un-
18 less annual leave is used as provided in Sec-
19 tion 9(a) or (b) of Article VIII of this agree-
20 ment, or unless an employee is laid off for
21 lack of work in which event, at the time of
22 layoff he shall receive his annual leave to the
23 extent of its accrual.

24 (a) It is recognized by the Employer and
25 the Union that under certain situations
26 the one (1) week's advance notice of
27 desire to take any part of an employ-
28 ee's annual leave can work an extreme
29 hardship on the employee. Therefore,
30 it is agreed that in case of such a sit-
31 uation which requires an employee's
32 absence from work on a regularly
33 scheduled work day for such employ-
34 ee: On not to exceed two (2) separate
35 occasions within the period of twelve
36 (12) consecutive months, an employee
37 may be permitted to use not to exceed
38 one (1) day of annual leave without
39 giving the one (1) week's advance no-
40 tice of the desire to do so. However,
41 on the above two (2) occasions the em-
42 ployee shall give his supervisor as

1 much advance notice as is possible.
2 If it is impossible to give advance no-
3 tice, notice shall be given as soon after
4 the start of such absence as is possible.

5 **Section 5:** While the Employer will endeavor
6 to accommodate employees with respect to
7 their preferred time for taking annual leave,
8 it is understood and agreed that the Employer
9 will determine the number of employees, if
10 any, who can be spared from work for this
11 purpose at one (1) time. It is further under-
12 stood that conditions can exist under which
13 an employee cannot be permitted to take his
14 annual leave at the time of his choice. Should
15 this occur, the Employer will permit the em-
16 ployee to take such annual leave at a mutu-
17 ally satisfactory time as soon thereafter as is
18 practicable.

19 (a) In administering the provisions of the
20 above paragraph, insofar as the provi-
21 sions thereof will permit, the selection
22 of annual leave time off shall be han-
23 dled in the following manner:

24 (1) In the Trades Division, Grounds
25 and Miscellaneous Division and
26 Physical Plant Custodial Division,
27 as among employees who notify
28 their immediate supervisor in
29 writing on or before February 1
30 of any year as to their choice of
31 the time they wish to take annual
32 leave, preference will be given to
33 employees on the basis of their
34 relative seniority status.

35 (2) Employees in the divisions enumer-
36 ated in subsection (1) above
37 who wait until after February 1
38 of any year to make their written
39 requests shall have such requests
40 considered on the basis of the

1 order in which such requests were
2 received by their immediate su-
3 pervisor.

4 (3) Employees in the Food Service
5 and Student Housing Divisions
6 shall not be permitted to take an-
7 nual leave while school is in ses-
8 sion during the academic year.

9 **Section 6:** If an employee who has complet-
10 ed his probationary period quits, retires or is
11 discharged, such employee shall receive, with
12 his final pay check, pay for his unused, ac-
13 cumulated annual leave through the date
14 upon which his employment is terminated.
15 Employees whose employment is terminated,
16 by quit or discharge, during their probation-
17 ary period shall not be eligible for pay for
18 any accrued annual leave.

ARTICLE XI—HOLIDAYS

19 **Section 1:** The following shall be recognized
20 as holidays: The Employee's Birthday, New
21 Year's Day, Good Friday, Memorial Day, In-
22 dependence Day, Labor Day, Thanksgiving
23 Day, the Friday following Thanksgiving Day,
24 Christmas Day, either the day before or the
25 day following Christmas Day and either the
26 day before or the day following New Year's
27 Day. Employees will be notified by bulletin
28 board notice from the Personnel Office on or
29 before December 15 of each year as to whe-
30 ther the day before or day after Christmas
31 and New Year's will be recognized as holi-
32 days. When any of the above-named holidays
33 occur on Sunday, the following Monday shall
34 be celebrated as the holiday and any provi-
35 sions concerning holiday pay or holiday time
36 off shall, in such event, apply only to such
37 Monday.

38 **Section 2:** When any of the above-named hol-
39 idays occur on an employee's regularly sched-
40 uled work day, if such employee is not re-

1 quired to work on such day, he shall never-
2 theless receive the straight time pay he would
3 have received on such day had it not been a
4 holiday, and if such day occurs prior to the
5 time the employee had worked forty (40)
6 hours that week, the day shall be considered
7 as a day worked in determining the point at
8 which time and one-half for work performed
9 in excess of forty (40) hours during such week
10 shall begin.

11 (a) When any of the above-named holi-
12 days occur on an employee's regularly
13 scheduled work day, qualified employ-
14 ees who are required to work on such
15 holiday shall receive holiday pay for
16 such day plus time and one-half their
17 regular straight time hourly rate of
18 pay for all hours worked on such day.
19 Holiday pay shall equal the straight
20 time hourly rate of the employee for
21 the straight time hours he would have
22 been scheduled to work on such day
23 had it not been celebrated as a holiday.

24 (b) When any of the above-named holidays
25 occur during the employee's work week
26 on a day he is not scheduled to work,
27 such employee shall be entitled to a
28 scheduled work day off with pay as
29 close thereafter as can be arranged
30 by such employee's supervisor.

31 **Section 3:** To qualify for holiday pay or holi-
32 day time off as set forth in this Article, the
33 employee must be a regular employee, must
34 be on pay status at the time the holiday oc-
35 curs, and must have worked his regularly
36 scheduled hours on the last day he was sched-
37 uled to work before the day celebrated as the
38 holiday and the next such day following the
39 day celebrated as such unless the employee
40 was absent on either or both of such days
41 under conditions whereby he was paid by the

1 Employer although not actively at work. How-
2 ever, regular employees who are on a non-
3 pay status starting with the conclusion of the
4 Fall term and who return to work on the first
5 work day of the Winter term for which they
6 are scheduled shall nevertheless qualify for
7 the holidays occurring during this period upon
8 their return to work.

9 (a) If a qualified employee is absent on
10 annual leave, paid sick leave or sched-
11 uled work day off at the time the day
12 celebrated as the holiday occurs, he
13 shall nonetheless qualify for the provi-
14 sions of this section and his annual
15 leave or paid sick leave accrued cred-
16 its will not be affected thereby.

ARTICLE XII—LONGEVITY PAY

17 **Section 1:** All regular, full-time employees
18 who, as of October 31 of any year are in ac-
19 tive pay status and have completed six (6) or
20 more years of continuous service with the
21 University since their last hiring date or, if
22 initially employed as a temporary employee,
23 since the date upon which they were changed
24 to regular employee status, shall be entitled
25 to receive longevity pay in accordance with
26 the provisions set forth in this Article.

27 **Section 2:** The longevity payment will be
28 made in a lump sum in the first pay day in
29 December following an employee's establish-
30 ment of eligibility therefor and shall be com-
31 puted as a percentage of the eligible employ-
32 ee's gross earnings from the University
33 during the immediately preceding fiscal year
34 as follows:

Years of Continuous Service Since Last Hiring Date	Percent of Earnings During Previous Fiscal Year
35 6 but less than 9 years	4.5%
36 9 but less than 11 years	5.0%

Years of Continuous Service Since Last Hiring Date	Percent of Earnings During Previous Fiscal Year
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1	11 but less than 14 years	5.5%
2	14 but less than 17 years	6.0%
3	17 but less than 20 years	6.5%
4	20 or more years	7.0%

5 **Section 3:** For the purposes of this Article,
 6 continuous service shall be broken by (1) quit
 7 or (2) discharge. However, employees whose
 8 employment is for the academic year only will
 9 not suffer a break in continuous service by
 10 reason of their employment only during the
 11 Employer's academic year provided they re-
 12 turn to work immediately at the start of the
 13 following year.

14 **Section 4:** Employees absent from work due
 15 to lay-off (other than is referred to in Section
 16 3 above), physical disability (for which Work-
 17 man's Compensation is not being received),
 18 leave of absence or authorized sick leave
 19 (other than paid sick leave) for a period of
 20 more than three (3) consecutive months shall
 21 not be credited with nor continue to accumu-
 22 late continuous service for any period there-
 23 after, until they are returned to the Employ-
 24 er's active payroll (active pay status).

ARTICLE XIII—HOURS OF WORK

25 **Section 1:** Except for employees in continu-
 26 ous operations, the normal work day shall
 27 consist of eight (8) hours of work and the
 28 normal work week shall consist of forty (40)
 29 hours of work.

30 (a) Continuous operations shall be defined
 31 as those for which there is regularly
 32 scheduled employment for twenty-four
 33 (24) hours per day and food service and
 34 student housing employees.

35 (b) Full-time food service employees as-
 36 signed to work in Valley No. 1, Valley

1 No. 3, Davis and Draper Halls will be
2 scheduled to work seven (7) hours per
3 day, five (5) days per week (Monday
4 through Friday). Full-time food ser-
5 vice employees assigned to work in the
6 Student Center, Valley No. 2 and Burn-
7 ham will be scheduled to work seven
8 (7) hours per day, five (5) days per
9 week (Monday through Friday) plus
10 five (5) hours on Saturday or Sunday
11 on a rotated basis.

- 12 (c) Student housing custodians will con-
13 tinue to be assigned to five (5) eight
14 (8) hour days per week with their days
15 off staggered in such a manner as to
16 permit adequate seven (7) days per
17 week coverage for the buildings to
18 which they are assigned.

19 **Section 2:** Employees shall be entitled to a
20 fifteen (15) minute break or rest period dur-
21 ing the first half of their shift and a fifteen
22 (15) minute break or rest period during the
23 second half of their shift at times to be sched-
24 uled by their supervisor. Employees sched-
25 uled to work six (6) or less hours per day
26 shall be entitled to only one (1) fifteen (15)
27 minute break or rest period. It is understood
28 and agreed that the timing of the break or
29 rest periods may vary in some instances de-
30 pending upon the nature of the work being
31 performed by the employee at the time, it
32 being recognized that under certain condi-
33 tions it will be impossible for employees to
34 take a break or rest period until the urgent
35 aspect of the job then being performed has
36 been completed.

- 37 (a) Employees shall be allowed a personal
38 wash-up period starting five (5) min-
39 utes prior to the end of their regular
40 shifts. Employees working overtime
41 will be allowed a personal wash-up

1 period starting five (5) minutes prior
2 to the end of such overtime period in
3 lieu of the regular wash-up period. In
4 those cases where, because of the na-
5 ture of the work performed by the em-
6 ployee, more than five (5) minutes are
7 required for wash-up, additional time
8 may be allowed by the supervisor on a
9 case by case basis.

10 (b) Employees shall be required to be
11 ready to start work at the start of their
12 scheduled shift and shall be required
13 to remain at work until the end of their
14 shift except for the rest or break per-
15 iods, unpaid lunch period and wash-up
16 period referred to in this Section.

17 **Section 3:** The first shift shall be any shift
18 that regularly starts on or after 5:00 a.m.,
19 but before 2:00 p.m. (Bakery employees, how-
20 ever, who normally start work prior to 5:00
21 a.m. shall be considered as day shift em-
22 ployees). The second shift shall be any shift
23 that regularly starts on or after 2:00 p.m. but
24 before 9:00 p.m. The third shift shall be any
25 shift that regularly starts on or after 9:00 p.m.
26 but prior to 5:00 a.m. (except for bakery em-
27 ployees as above provided.)

ARTICLE XIV—WAGES

28 **Section 1:** The job classifications and hourly
29 rates applicable thereto are set forth in Ap-
30 pendix A attached hereto and by this refer-
31 ence made a part hereof.

32 **Section 2:** Time and one-half an employee's
33 regular straight time hourly rate of pay shall
34 be paid for all work performed in excess of
35 eight (8) hours on any work day or in excess
36 of forty (40) hours in any work week, which-
37 ever results in the greater amount of pay
38 for the week.

39 (a) When an employee is absent on paid

1 sick leave on any day or days during
2 his regularly scheduled work week, the
3 period of such absence shall nonethe-
4 less be considered as time worked for
5 the purpose of computing overtime pay
6 for work performed in excess of forty
7 (40) hours during that week.

8 **Section 3:** A shift premium of ten (10) cents
9 per hour in addition to the employee's regular
10 hourly rate will be paid to all employees who
11 are permanently scheduled to work the sec-
12 ond shift. A shift premium of twenty (20)
13 cents per hour in addition to the employee's
14 regular hourly rate will be paid to all em-
15 ployees who are permanently scheduled to
16 work the third shift. Such premium shall be
17 added to the employee's straight time hourly
18 rate of pay before the computation of any ap-
19 plicable overtime payments.

20 **Section 4:** When, through the bidding pro-
21 cedure, an employee is awarded a job in a
22 job classification for which the hourly rate of
23 pay is higher than the hourly rate of pay for
24 the permanent job classification from which
25 he bid, such employee shall, as of the date he
26 starts working thereon, be paid the hourly
27 rate applicable to the job thus awarded to
28 him.

29 **Section 5:** When, through the bidding pro-
30 cedure, an employee is awarded a job in a
31 job classification for which the hourly rate of
32 pay is less than the hourly rate of pay for the
33 permanent job classification from which he
34 bid or when, due to lack of work, an employee
35 exercises his seniority to take a job in a job
36 classification for which the hourly rate of pay
37 is less than the hourly rate of pay for the
38 permanent job classification from which he
39 was removed, he shall thereupon be paid the
40 hourly rate applicable to the job classifica-
41 tion into which he bid or bumped.

1 **Section 6:** When an employee is removed
2 from his job due to his inability to satisfac-
3 torily perform the duties thereof, such em-
4 ployee shall thereafter be paid the hourly rate
5 for the job classification into which he is
6 thereafter placed.

7 **Section 7:** If an employee is temporarily
8 transferred as provided for in Section 19 of
9 Article VII of this Agreement, for a period of
10 less than five (5) regularly scheduled working
11 days in any work week, he shall continue to
12 receive the hourly rate of pay he would have
13 received on his permanent job assignment.
14 If the period of such temporary transfer is
15 for five (5) regularly scheduled working days
16 in a work week, he shall be paid the hourly
17 rate applicable to the job classification to
18 which he was temporarily transferred or the
19 hourly rate applicable to the job from which
20 he was temporarily transferred, whichever is
21 the greater, for the entire week.

22 **Section 8:** Except as specifically provided in
23 Section 7 above, changes in an employee's
24 rate of pay due to promotion, transfer, demo-
25 tion, reclassification or similar changes in sta-
26 tus shall become effective only at the begin-
27 ning of the employee's first full regularly
28 scheduled day of work in such job classifica-
29 tion following the date of such change.

30 **Section 9:** (Call-in Pay) An employee who is
31 called in for emergency duty for work not
32 scheduled in advance and which is outside of
33 and not continuous with his regular working
34 period shall be paid time and one-half for the
35 hours actually worked but not less than three
36 (3) hours of pay at time and one-half. The
37 worked hours for which time and one-half
38 payment is made hereunder shall not be count-
39 ed as straight time hours worked for the pur-
40 pose of computing time and one-half for work

1 performed in excess of forty (40) hours per
2 week. There shall be no pyramiding of over-
3 time payments under this Agreement.

4 **Section 10: (Reporting Pay)** An employee
5 who reports for work at the start of his own
6 regularly scheduled shift and is sent home
7 because there is no work available for him
8 shall receive four (4) hours of straight-time
9 pay at his regular hourly rate for so report-
10 ing. If such employee is put to work, he shall
11 be guaranteed a minimum of four (4) hours
12 of work or four (4) hours of pay in lieu there-
13 of. This reporting pay provision shall not ap-
14 ply when the failure to have work available
15 for such reporting employee is due to causes
16 beyond the control of the University, due to a
17 civil disturbance, or due to an employee hav-
18 ing been displaced by the exercise of senior-
19 ity by another employee, nor shall it apply if
20 the employee was advised in advance that
21 there would be no work, was not reasonably
22 available to receive such notice, has no tele-
23 phone, or when offered work for such four
24 (4) hours period refuses to perform the same.

25 **Section 11: (Retirement Benefits)** For the
26 duration of this agreement, the Employer
27 shall continue to provide retirement benefits
28 under the Michigan Public School Employees
29 Retirement Fund in accordance with the pro-
30 visions and statutes creating such retirement
31 fund.

32 **Section 12: (Group Insurance)** The present
33 level of group benefits, for the life of this
34 agreement, shall remain in effect to the same
35 extent and manner and under the same con-
36 ditions as prevailed immediately prior to the
37 effective date of this agreement, except that
38 the Employer as of September 1, 1972 shall,
39 as, if and when and to the extent that it is
40 permissible under the Wage Board guide-
41 lines or approval by said Board, pay the total

1 monthly premium for the basic hospital and
2 medical insurance program for employees
3 and dependents.

4 (a) For employees who are laid off for
5 lack of work or are on prolonged un-
6 paid leaves of absence, the Employer
7 will continue to pay the amounts above
8 specified toward the monthly premi-
9 ums for such coverage through the
10 month following the month in which
11 such absence began. Employees whose
12 absence continues beyond this length
13 of time must make arrangements for
14 the payment of the full premium rate
15 in order to retain coverage to the ex-
16 tent permitted by the group insurance
17 policy.

18 (1) For the purposes of the above sub-
19 section (a), employees whose em-
20 ployment is for the academic
21 year period shall not be consider-
22 ed as being laid off during the
23 period beginning with the end of
24 the Winter Semester and ending
25 with the start of the next succeed-
26 ing Fall semester, provided they
27 return to work immediately at the
28 start of the Fall semester.

ARTICLE XV—OVERTIME

29 **Section 1:** When overtime work is scheduled,
30 the Employer will endeavor to give the em-
31 ployees involved reasonable advance notice
32 and the opportunity to work scheduled over-
33 time shall be distributed as equitably as is
34 practicable among employees in the same
35 classifications and on the same shift within
36 the work center, trade group, district or crew
37 where the overtime work occurs who have the
38 then present ability to satisfactorily perform
39 the required work which, in the case of custo-

1 dial employees, includes the complete famili-
2 arity with the building in which the work is
3 to be performed and detailed knowledge of the
4 specific tasks required in the performance
5 of such work.

6 (a) If it is necessary to go beyond the job
7 classification in which the overtime
8 work occurs to obtain employees for
9 the scheduled overtime assignments
10 then the opportunity to work such over-
11 time shall be as equitably distributed
12 as is practicable among employees
13 within the work center, trade group,
14 district or crew who have the then
15 present ability to satisfactorily perform
16 the required work as above provided.

17 (b) When scheduling overtime work as
18 above provided, the qualified employ-
19 ees with the least number of overtime
20 hours will first be offered the opportu-
21 nity to work the available overtime and
22 so on down the list in an effort to
23 equalize the opportunity to work over-
24 time. Employees who are absent from
25 work when the overtime opportunity
26 occurs or who, having been offered the
27 opportunity to work the overtime, for
28 any reason fail to work the overtime,
29 for the purposes of this Section, shall
30 be charged (as though they had work-
31 ed) with the average number of over-
32 time hours worked by the employees
33 in the affected classification on that
34 occasion. If a qualified employee is not
35 offered overtime work in accordance
36 with this Section, he shall be offered the
37 next scheduled overtime opportunity.

38 (1) An up-to-date list showing over-
39 time worked by and/or opportuni-
40 ties charged to employees will
41 be posted in a prominent place in
42 each work center, trade group,

1 district or crew within five (5)
2 calendar days after the conclu-
3 sion of the last completed pay per-
4 iod in each month. The overtime
5 distribution record shall be re-
6 viewed by the appropriate ste-
7 ward and supervisor at the end
8 of each six (6) months' period.

9 (2) Employees who change classifi-
10 cations and new employees will
11 be charged with the highest num-
12 ber of overtime hours worked by
13 any employee in the new classifi-
14 cation in the trade group, work
15 center, district or crew as of the
16 date he was reclassified.

17 **Section 2:** When the work to be performed
18 on an overtime basis is a continuation of a
19 specific job that was being performed on a
20 straight-time basis immediately prior to the
21 overtime period, it shall be considered as un-
22 scheduled overtime and shall be performed
23 by the employee or employees who were per-
24 forming the specific job immediately prior to
25 the occurrence of the overtime period.

26 **Section 3:** The overtime allocation provisions
27 hereinabove set forth shall not apply to em-
28 ployees who are called in as provided for in
29 Section 9 of Article XIV. Such employees
30 shall be called on the basis of their proxim-
31 ity to the University and qualifications for the
32 performance of the work involved in such
33 emergency and the time worked or paid on
34 such occasions shall not be charged against
35 them for overtime allocation purposes.

36 **Section 4:** It is understood and agreed that
37 when it is necessary to have work performed
38 on an overtime or call-in basis, if an insuffi-
39 cient number of employees called for such
40 purpose or offered such opportunity are will-

1 ing to accept the assignment, then the qual-
2 ified employees in the job classification in the
3 work center, trade group, district or crew
4 with the least seniority shall be required to
5 accept the assignment.

ARTICLE XVI—GENERAL

6 **Section 1:** The Employer will provide a total
7 of twenty-five (25) glass enclosed, locked bul-
8 letin boards for the exclusive use of the Un-
9 ion, to be placed in locations to be agreed
10 upon by the Union and the Employer. Such
11 bulletin boards are to be used for the purpose
12 of posting notices concerning (a) Union re-
13 creational and social events, (b) Union elec-
14 tions and the results thereof and (c) Union
15 meetings, agenda for and minutes thereof.
16 In the event a dispute arises concerning the
17 appropriateness of material posted on the
18 Union bulletin boards, the president of the
19 Local Union will be advised in writing by the
20 Personnel Office of the nature of the dispute
21 and the notices or bulletins in question shall
22 be removed from the bulletin boards until the
23 dispute is resolved.

24 **Section 2:** It is recognized by the Union that,
25 as a matter of policy, the University is com-
26 mitted to providing work opportunities for
27 students who, by definition, are excluded from
28 the bargaining unit. Nothing contained in this
29 agreement shall be construed to impinge upon
30 that policy. However, it is understood and
31 agreed that student help will not be used to
32 deprive regular employees on the University's
33 payroll of their regularly scheduled work.

34 **Section 3:** Foremen, supervisors, aircraft
35 mechanics and Safety and Security personnel
36 shall not be used to displace regular employ-
37 ees covered by this agreement. This provision
38 shall not be construed to prevent foremen,
39 supervisors and Safety and Security personnel

1 from performing such bargaining unit work
2 as may be required for the purpose of instruc-
3 tion, supervision, investigation, inspection, ex-
4 perimentation and development work, or in
5 emergency situations, from performing such
6 bargaining unit work in any classification
7 when regular employees are not immediately
8 available.

9 **Section 4:** The Employer shall have the right
10 to subcontract that work which, in its judg-
11 ment, it does not have the manpower, proper
12 equipment, capacity or ability to perform or
13 cannot perform on an economical basis. In
14 the event the contracting or subcontracting of
15 work, regularly and customarily performed
16 by bargaining unit employees results in the
17 displacement of regular bargaining unit em-
18 ployees, the Employer will call a special con-
19 ference with the Union and the two (2) will
20 endeavor to place the displaced employees in
21 jobs that may be available in other opera-
22 tions on campus, provided the employees have
23 the present ability to satisfactorily perform
24 the available work. In the event employees
25 thus affected do not have the "present abil-
26 ity" to satisfactorily perform such available
27 work, to the extent their seniority will per-
28 mit, the Employer and the Union will en-
29 deavor to place the displaced employees in
30 available jobs for which they have the "re-
31 quired qualifications" in accordance with the
32 provisions of Section 25 of Article VII. In the
33 event employees are to be laid off as a result
34 of contracting or subcontracting, the layoff
35 procedure set forth in this agreement shall
36 apply.

37 **Section 5:** The Employer shall have the right
38 to make such reasonable rules and regula-
39 tions respecting the conduct of employees, not
40 in conflict with this agreement, as it may
41 from time to time deem best for the purpose
42 of maintaining order, safety and/or efficient

1 operations. Any complaints relative to the
2 reasonableness of any such rule established
3 after the date hereof or any complaint rela-
4 tive to the discriminatory application thereof
5 may be considered a grievance and subject to
6 the grievance procedure contained in this
7 agreement.

8 **Section 6:** It is understood and agreed that
9 the current Apprenticeship Program as evi-
10 denced by the Apprenticeship Agreement be-
11 tween the parties hereto, as amended, shall
12 remain in effect for the duration of this
13 agreement.

14 **Section 7:** The joint safety committee shall
15 consist of four (4) members selected by the
16 Union and four (4) members selected by the
17 Employer. The four (4) Union members shall
18 consist of one (1) employee from the Food
19 Services, one (1) from Custodians, one (1)
20 from the Trades and one (1) from Grounds.
21 The Union members of the Safety Committee
22 shall not be members of the Union's execu-
23 tive board or grievance or bargaining com-
24 mittees.

25 (a) The purpose of the Safety Committee
26 shall be to assist the Employer in the
27 development and dissemination of safe-
28 ty information, to report and discuss
29 unsafe conditions or activities that they
30 may observe or have reported to them
31 and to recommend remedial measures
32 intended to alleviate unsafe conditions
33 or practices.

34 (b) It shall not be the function of the Safe-
35 ty Committee to initiate grievances
36 concerning safety or any other matters.

37 (c) Regular meetings of the Safety Com-
38 mittee shall be held monthly starting
39 not later than 1:30 p.m. on the day for
40 which the meeting is scheduled. Em-
41 ployees shall suffer no loss of pay for

1 time necessarily spent in such meet-
2 ings during their regularly scheduled
3 working hours. If a special meeting is
4 called by the Employer's representa-
5 tives on the committee (or is mutually
6 agreed upon), employees shall suffer
7 no loss of pay for time necessarily lost
8 from their regularly scheduled work
9 while attending such special meeting.
10 In the event the Union members of the
11 Safety Committee request a special
12 meeting which is not mutually agreed
13 upon, such meeting shall nonetheless
14 be held within five (5) calendar days
15 after such request is made. In this lat-
16 ter case, employees will not be paid
17 for time necessarily lost from their
18 regularly scheduled work while attend-
19 ing such meeting.

20 **Section 8:** For those regular, full-time em-
21 ployees who have completed one (1) or more
22 years of continuous employment with the
23 Employer since their last hiring date and who
24 enroll for classes offered by the University,
25 seventy-five (75) per cent of the appropriate
26 student fee for such classes shall be waived.
27 This provision shall only apply when the em-
28 ployee's total course load does not exceed six
29 (6) semester hours per semester or three (3)
30 hours per Spring or Summer term.

31 **Section 9:** Nothing contained in this agree-
32 ment shall be construed to prohibit students
33 from painting their own rooms in accordance
34 with University regulations. It is understood
35 that the University will maintain its regular
36 painting schedule.

37 **Section 10:** The provisions herein contained
38 and the appendices attached hereto constitute
39 the entire agreement between the parties. It is
40 expressly understood that nothing contained

1 herein shall be construed to prohibit the par-
2 ties hereto from entering into supplemental
3 agreements if they mutually desire to do so.

4 **Section 11:** If, during the life of this agree-
5 ment, any of the provisions contained herein
6 are held to be invalid by operation of law or
7 by any tribunal of competent jurisdiction or if
8 compliance with or enforcement of any provi-
9 sions should be restrained by such tribunal
10 pending a final determination as to its valid-
11 ity, the remainder of this agreement shall not
12 be affected thereby. In the event any provi-
13 sion herein contained is so rendered invalid,
14 upon written request of either party hereto,
15 the Employer and the Union shall enter into
16 collective bargaining for the purpose of ne-
17 gotiating a mutually satisfactory replacement
18 for such provision.

ARTICLE XVII—DURATION OF AGREEMENT

19 This agreement shall become effective as of
20 the 31st day of July, 1972 and shall continue in
21 full force and effect until 12:01 a.m. on the
22 1st day of July, 1974 and from year to year
23 thereafter unless either party hereto shall
24 notify the other in writing at least sixty (60)
25 calendar days prior to the expiration date of
26 the agreement or at least sixty (60) calendar
27 days prior to the expiration of any subsequent
28 automatic renewal period of its intent to
29 amend, modify or terminate this agreement.

1 This agreement is signed in Kalamazoo,
2 Michigan, the 9th day of August, 1972.
3 LOCAL UNION NO. 1668 AND MICHIGAN
4 STATE EMPLOYEES' UNION, COUNCIL 7
5 OF THE AMERICAN FEDERATION OF
6 STATE, COUNTY AND MUNICIPAL
7 EMPLOYEES' UNION, AFL-CIO.

BY: *Dale Williams*
President, Local Union No. 1668

BY: *Paul W. Schmitt*
Director, Council 7, AFSCME, AFL-CIO

BY: *Henry Dieterman*
Committee Member

BY: *Vera Goodwin*
Committee Member

BY: *Eugene Whitefield*
Committee Member

BY: *Glenn R. Ennis Sr.*
Committee Member

WESTERN MICHIGAN UNIVERSITY

BY: *Robert Bruchtinght*
Vice President for Finance

BY: *Stanley W. Kelley*
Director of Employee Relations
and Personnel *by JLL*

APPENDIX A

JOB CLASSIFICATIONS AND HOURLY WAGE SCHEDULES

- 1 Section 1: The following jobs shall be classi-
- 2 fied in Labor Grades as indicated:
- 3 M-1 Housekeepers
- 4 M-2 All Custodians
- 5 Groundsmen
- 6 Laborers
- 7 M-3 Equipment Operator
- 8 Trades Helper
- 9 Stock Clerk
- 10 Vehicle Attendant—driver
- 11 M-4 Equipment Operator II (Buses, Heavy
- 12 Equipment)
- 13 Athletic Grounds Specialists
- 14 General Maintenance Men
- 15 M-5 Vehicle Mechanic
- 16 Carpenter
- 17 Painter
- 17 Tile Setter
- 18 Mason
- 19 Millwright
- 20 Electronics Repairman I
- 21 Locksmith
- 22 Appliance Repairman
- 23 Refrigerator Repairman I
- 24 Electrician I (No License)
- 25 Plumber I (No License)
- 26 Pool Operator
- 27 Water Treatment Repairman
- 28 Grounds Tradesman
- 29 Cement Finisher
- 30 Receiving Clerk
- 31 Carpet Cleaner
- 32 Equipment Mechanic
- 33 Upholsterer I
- 34 M-6 Welder
- 35 Plumber II (Licensed)

- 1 Electrician II (Licensed)
- 2 Electronics Repairman II
- 3 Upholsterer II
- 4 Refrigeration Repairman II
- 5 Fitter
- 6 Controls Repairman II
- 7 F-1 Utility Food Worker
- 8 (Includes former classifications: Food
- 9 Service Helper, Serving Line Helper,
- 10 Salad Maker, Cook's Helper and Bak-
- 11 er's Helper).
- 12 F-2 Head Line Lady
- 13 Assistant Cook
- 14 Assistant Baker
- 15 Head Salad Maker
- 16 Food Service Custodian
- 17 F-3 Second Cook
- 18 Utility Man
- 19 Stockman
- 20 F-4 First Cook
- 21 Baker
- 22 F-5 Head Cook
- 23 Head Baker

24 **Section 2:** Effective as of July 31, 1972, the
 25 hourly wage rates applicable to the Labor
 26 Grades covering the jobs specified in Section
 27 1 of this Appendix shall be as set forth below
 28 to the extent to which the seven (7) per cent
 29 general increase granted as of that date is ap-
 30 proved by the Wage Board:

31	Classifi-	Hourly	Classifi-	Hourly
32	cation	Rate	cation	Rate
33	M-1	3.00	F-1	3.00
34	M-2	3.46	F-2	3.22
35	M-3	3.68	F-3	3.52
36	M-4	4.00	F-4	3.86
37	M-5	4.40	F-5	4.12
38	M-6	4.58		

1 Employees may be hired and retained at an
2 hourly rate of not more than ten (10) per cent
3 below the hourly rate applicable to the job
4 classification they occupy during their proba-
5 tionary period.

6 **Section 3:** Effective as of July 1, 1973, the
7 hourly wage rates applicable to the Labor
8 Grades covering the jobs specified in Section
9 1 of this Appendix shall be as set forth below
10 to the extent to which the same may be paid
11 under then existing wage controls, if any:

12	Classifi-	Hourly	Classifi-	Hourly
13	cation	Rate	cation	Rate
13	M-1	3.21	F-1	3.21
14	M-2	3.70	F-2	3.45
15	M-3	3.94	F-3	3.77
16	M-4	4.28	F-4	4.13
17	M-5	4.98	F-5	4.41
18	M-6	5.17		

19 **Section 4:** Except as provided in Section 2
20 above, full-time regular employees shall be
21 hired at no less than the hourly rate applica-
22 ble to their job classification.

23 **Section 5:** The Employer will determine
24 which job classifications it is necessary to fill
25 and the number of employees he requires in
26 such job classifications in each Division, pre-
27 dicating such decisions upon the work load
28 from time to time.

29 **Section 6:** Any employee who, as of the ef-
30 fective date of this Appendix, is overclassi-
31 fied, shall be considered as being red-circled
32 and shall remain in and be governed by his
33 over-classification hourly rate while occupy-
34 ing the same job until such time as he is
35 awarded another job through the bidding pro-
36 cedure. Once such employee is awarded an-
37 other job through the bidding procedure, he
38 shall forfeit thereafter the red circle status

1 should he later return to the job where it once
2 applied.

3 (a) The above provision shall not apply to
4 employees who have heretofore re-
5 ceived blended rates. Such employees,
6 hereafter shall receive the appropriate
7 hourly rate of pay for the classification
8 to which they are assigned as provided
9 for in Section 6 of Article XIV of the
10 Labor Agreement.

11 **Section 7:** The Employer shall determine
12 whether, where, when and how many lead
13 men it will employ. From among those em-
14 ployees in a job classification where a lead
15 man is to be employed, the senior employee
16 who has the required qualifications as defined
17 in Section 25 of Article VII of the Labor
18 Agreement and who is willing to and does
19 satisfactorily perform the job duties required
20 of such lead man shall be entitled to such job.
21 Lead men, for the periods during which they
22 satisfactorily perform the required duties,
23 shall receive not less than fifteen (15) cents
24 per hour above the hourly rate for the highest
25 classifications of employees whom they lead.
26 Employees who, as of the date of the agree-
27 ment to which this Appendix is attached, were
28 designated as lead men, so long as they re-
29 main lead men, shall continue to retain the
30 rate differential that prevailed for them as of
31 that date.

32 **Section 8:** Employees who, by virtue of the
33 nature of their jobs, are required to drive
34 their own automobiles in connection with the
35 performance of their work, shall be entitled
36 to reimbursement therefor in the amount of
37 ten (10) cents per mile necessarily driven for
38 such purpose, provided they fill out a daily
39 mileage report on forms provided by the
40 Employer. In lieu thereof, such employees

1 may elect to be reimbursed on the basis of
2 twenty-five dollars (\$25.00) per month (with-
3 out a daily mileage report) for such usage.
4 In either event, reimbursement will be made
5 quarterly.

RULES OF

CONDUCT

Service Staff Employees

Western Michigan University

Personnel Department

July 31, 1968

PERSONNEL RULES
AND REGULATIONS
PERSONAL CONDUCT—
SERVICE STAFF EMPLOYEES
WESTERN MICHIGAN UNIVERSITY

The purpose of these rules and regulations is the maintaining of uniform and equitable discipline, order, efficient operations, and service.

In order to achieve this purpose, the University has established, and when appropriate will modify or change, certain rules and regulations regarding the conduct of University employees and the appropriate discipline for any violation. Such rules exist in accordance with all applicable laws, administrative codes, and any labor agreements the University has made with its employees. These rules supersede all previous departmental rules and/or policies in conflict with them.

These Rules and Regulations are published for employees' information and protection. The University endeavors to make any applicable rules well known to its employees. However, it is the employee's responsibility to know the rules and abide by them. Ignorance of established work rules is not considered an acceptable excuse for violation. While this list covers the major rules governing general conduct, it is not all-inclusive and other appropriate departmental or other University regulations may be in existence or established. Employees are expected to know and abide by departmental rules.

SECTION I: For the violation of any of the following rules, an employee shall be subject to immediate discharge:

- (a) Neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to the employee's safety and health.
- (b) Insubordination.
- (c) Immoral or indecent conduct or conviction of a felony or of a misdemeanor involving moral turpitude while an employee of the University.

- (d) Intentional falsification of personnel records, time reports, or other University records.
- (e) Theft or intentional destruction of the University's or another employee's property.
- (f) Sleeping on the job.
- (g) Deliberate or careless conduct endangering the safety of himself or other employees, including the provoking of or instigating of a fight during working hours or on University premises.
- (h) Bringing or consuming alcoholic beverages or habit-forming drugs on University property.
- (i) Unreasonable number of wage assignments and/or garnishments. "Unreasonable" shall be deemed to mean three (3) within the period of twelve (12) consecutive months.
- (j) Knowingly punching the clock card of another, having one's clock card punched by another, or unauthorized altering of a clock card.
- (k) Any other offense of equal magnitude to the above.

SECTION II: For the commission of any of the following offenses an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, he shall, along with the third such notice, receive a disciplinary lay-off from work without pay for a period of time commensurate with the severity of the accumulated offenses. If an employee receives four (4) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, he shall, at the time of the issuance of the fourth such notice, thereupon be discharged.

- (a) Excessive absenteeism and/or tardiness.
- (b) Horseplay.

- (c) Inattentiveness to work, failing to start work at designated time, quitting work before proper time, or leaving employer's premises during working hours without authorization from the department head or Management.
- (d) Leaving assigned work area, building, or project during working hours without permission.
- (e) Posting unauthorized materials on walls or bulletin boards, defacing, or removing authorized material from bulletin boards.
- (f) Abusive, threatening, or coercive treatment of another employee on employer's time or premises.
- (g) Violating a safety rule or safety practice.
- (h) Smoking in posted prohibited areas.
- (i) Reporting for work while under the influence of alcoholic beverages. An employee who so reports shall be sent home for the remainder of the day without pay.
- (j) Failure to report for work without giving the department head or personnel office notice of absence within two (2) hours after the beginning of his scheduled work day, unless it is impossible to give such notice.
- (k) Vending, soliciting, or collecting contributions on the employer's time or premises without prior authorization from Management.
- (l) Any other offense of equal magnitude to the above.

~~SEP 12 1974 Cross~~

~~OCT 4 1974 Cross~~