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9/30/98

# 1995 - 1998 MASTER AGREEMENT

between

**NORTHERN MICHIGAN UNIVERSITY  
BOARD OF CONTROL**



and

**COUNCIL NO. 25 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES' UNION (AFL-CIO),  
LOCAL 1094**



**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION**  
Michigan State University

*Northern Michigan University*



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## **PREFACE**

The Board of Control of Northern Michigan University and Local 1094 of Council No. 25 of the American Federation of State, County and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, or national origin.



# AGREEMENT

This Agreement is made effective as of the 1st day of October, 1995 between the Board of Control of Northern Michigan University (hereinafter referred to as the "EMPLOYER") and Local Union 1094 of Council No. 25 of the American Federation of State, County and Municipal Employees (AFL-CIO) (hereinafter referred to as the "UNION").

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

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

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

If any of the provisions of this Agreement are held invalid by operation of law or by any competent tribunal, the validity of the other provisions of this Agreement shall not be affected.

Whenever the word "Agreement" is used in this document, it shall be considered synonymous with the word "Contract".

# ARTICLE 1

## RECOGNITION AND DEFINITIONS

### Section A Description of the Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees; excluding (1) Employees regularly scheduled to work less than twenty (20) hours per week, (2) Clerical/Technical personnel, (3) Supervisory personnel, (4) Management personnel, (5) Administrative personnel, (6) Professional personnel, (7) Academic personnel, and (8) Student personnel.

### Section B Definitions

1. The terms "employee" and "employees" as used in this Agreement shall mean only an employee or employees within the bargaining unit described in Section A.
2. The term "temporary employee" shall mean any individual, or individuals, whose employment is for any purpose described in (a) through (b) below. Employment of a temporary employee shall not exceed six (6) months in any twelve (12)-month period. After a temporary employee has worked six (6) months in any twelve (12)-month period, that individual shall not be eligible to be hired by the Employer to do any work normally done by this bargaining unit for a period of three (3) calendar months. The Employer will notify the Union in writing within ten (10) calendar days of the hire of a temporary employee. Such notification will indicate the job classification and location of the temporary employee. The employment of individuals pursuant to a grant/contract funded position is dealt with in Section C, below, and is not "temporary employment" within the meaning of this Section. Employees in this category shall not be used to circumvent Article 17, Section B and C.
  - (a) Augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages; or



- (b) Staffing specific short-term projects such as those which are seasonal in nature (including but not limited to the outdoor ice rink, speedskating oval, luge run, planting seeds and trees, snowplowing, spring cleaning, etc.).
- 3. The term "substitute employee" shall mean any individual or individuals whose employment is for the purpose of relieving employees who are absent due to reasons such as sickness or injury, leave of absence, or vacation.
- 4. The term "student employee" shall refer to any individual or individuals enrolled in an educational program or who have made a commitment to enroll in an educational program. It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working during the following periods:
  - a. between consecutive terms
  - b. during the spring-summer term (May-August)

#### Section C Grant/Contract Appointments

Job postings of grant/contract funded positions shall state the duration and conditions of the grant contract. In accordance with the provisions of the grant, grant employees will be given the same consideration for salary and fringe benefits to the degree that the grant will allow.

Grant employees will not obtain unit seniority. However, grant employees hired in a full-time general fund position will be granted unit seniority retroactive to the date of hire in a regular position.

Termination or layoff of any grant/contract employee due to expiration or reduction of grant funding shall not be grievable.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause; and (6) to maintain an orderly, effective, and efficient operation of the University.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

#### **Section A**

The University and the Union agree that there will be no discrimination in the application of this Agreement because of nonrelevant factors of race, creed, color, national origin, marital status, handicap, age, or sex. It is understood that reference to the male gender includes females as well.

#### **Section B**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

#### **Section C**

The Employer shall not discriminate against, intimidate, restrain, or coerce any employee because of or with respect to his lawful union activity or his membership or nonmembership in the Union.

## **ARTICLE 4**

### **NO STRIKE OR LOCKOUT**

During the term of this Agreement, the Union agrees that it will not engage in or sanction or physically support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

## **ARTICLE 5 UNION SECURITY**

Requirements of Union membership. To the extent that the laws of the State of Michigan permit it is agreed that:

### **Section A**

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

### **Section B**

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, effective thirty (30) days after the date of hire.

### **Section C**

Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, effective thirty (30) days after the date of hire.

### **Section D**

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this Section as of the completion of their thirtieth (30th) day of work.

### **Section E**

Notwithstanding the provisions of Section A through D, immediately above, it is agreed that if the tenets of an employee's religious faith or strong personal convictions, genuinely held, object to the payment of Union dues, the employee may satisfy his obligation under this Article by contributing an equivalent amount of money to a charitable organization of his choice or the Northern Michigan University Development Fund. An employee deciding to avail himself of this

exception shall provide the Employer, the President of the Local, and the Council Staff Representative with a detailed written statement supporting the claimed exemption, and shall have the burden of persuasion with regard to this question. However, the employee may be retained at work while the dispute is being resolved.

#### Section F

The Employer will furnish the Union a list of new employees who are eligible to belong to the bargaining unit within ten (10) days after hire.

# ARTICLE 6

## MEMBERSHIP DUES CHECK-OFF

### Section A

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

### Section B

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

#### Form (Check-Off)

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.  
or  
 An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT

FIRST NAME										INITIAL
LAST NAME										
STREET NUMBER			STREET NAME AND DIRECTION							
CITY						ZIP CODE				
AREA CODE		TELEPHONE			CLASSIFICATION					

\_\_\_\_\_  
SIGNATURE

EMPLOYER'S COPY

\_\_\_\_\_  
DATE

### Section C

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

#### Section D

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

#### Section E

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from each biweekly pay period.

#### Section F

The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which the Union membership dues are to be deducted.

#### Section G

Deductions for any calendar month shall be remitted to the designated Financial Officer of the Michigan State Employees Council No. 25 as soon as possible after the biweekly deduction of that month. The Employer shall furnish the designated Financial Officer of the Council, biweekly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made. The Employer shall additionally indicate the amount deducted and notify the Financial Officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

#### Section H Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the biweekly in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the biweekly in which the termination took place.



## Section I Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to an arbitrator, whose decision shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

## **ARTICLE 7**

### **BULLETIN BOARDS**

The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

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

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised by the Personnel Department of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

## **ARTICLE 8 WORK SCHEDULES**

The normal workweek shall consist of forty (40) hours between 11:01 p.m. Saturday to 11:00 p.m. Saturday.

An employee's normal workday shall consist of eight (8) consecutive working hours excluding lunch periods.

All employees covered by this Agreement will have an unpaid lunch period of thirty (30) minutes except those employees who are assigned to work a continuous shift.

Employees may take a rest period of not more than fifteen (15) minutes for each four (4) hours of work. Rest periods shall be taken at a time and a place designated by the supervisor in such a manner that least interferes with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

Employees will be given the necessary time prior to punching out, to wash and change from work uniforms.

Shift preference will be granted on the basis of seniority according to the provisions of the job posting procedure. Consideration will be given to allowing the senior employees to elect a preference in starting time within Food Service.

Normally, Food Service employees will be given fourteen (14) calendar days' notice of their work schedule, subject to changes caused by additional banquet catering events, changes in banquet numbers, sickness or other employee absences, Presidential or Board events, or deviations for similar reasons.

Normally, there shall be no changing of an employee's shift and days off except with the consent of the affected employees or except because of matters beyond the control of the Employer. Matters beyond the control of the Employer shall be absences of employees because of sickness, vacation, or otherwise. When it becomes necessary to change shifts or days off on either a permanent or temporary basis, the employee with the least seniority within the classification and building will be required to so change unless a volunteer acceptable to the Employer is found.

Police Officers are permitted to take a meal break during their regular eight (8) hour shift. However, Police Officers are subject to call while on meal break.

Police Officers are subject to call while taking a rest period.

Consideration will be given to seniority and employee preference when schedules are being established for Police Officers.

## **ARTICLE 9 OVERTIME**

### **Section A Overtime Premium**

Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours per day and/or forty (40) hours per week.

For the purpose of computing overtime pay for over forty (40) hours in the employee's workweek, a holiday, vacation day, or an earned sick leave day, for which he receives pay, will be counted as a day worked.

### **Section B Pyramiding**

In no case shall premium pay be paid twice for the same hours worked.

### **Section C Scheduling**

In general, overtime work shall be voluntary, provided, however, when at least thirty-six (36) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will be expected to work unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime. The University need not call in an employee to work who has provided the University with a written statement that he does not wish to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to work in situations that require immediate attention or in the event that sufficient other employees capable of doing the work are not available.

### **Section D Distribution**

All overtime shall be divided as equally as possible within the same department. The Employer agrees that an equalization of overtime chart will be maintained and posted in a prominent place in each department or recognized work area before the fifteenth (15th) of each month. This chart will indicate the overtime worked, refused, and unavailability of the employee. In the event of failure to post, the Union shall notify the Employer and the Employer shall take steps to assure that the correct posting will be made within five (5) working days of notification.

Whenever overtime is required, the person with the least number of overtime hours in that department who can adequately perform the

required job within their department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

For the purpose of this clause, an employee who was contacted and did not choose to work, will be charged the average number of overtime hours worked by other employees during the period said employee did not choose to work (two [2] hour minimum). Unavailable employees, those on annual leave or sick leave, will also be charged as described above.

Overtime hours will be reviewed quarterly in an attempt to identify any potential inequities in the equalization process. Any inequities will be corrected during the next quarterly review period dependent upon the availability of overtime hours.

It is understood that there will be no cash payment(s) in lieu of work during any review period and any settlement of any dispute arising out of this provision will be limited to the offer of future overtime opportunities in an attempt to equalize overtime hours.

Employees who have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they were reclassified.

#### Section E Police Officer and Police Specialist Overtime

Overtime for Police Officers and Specialists shall be assigned at the discretion of the Employer. Where it is practicable to do so, the Employer agrees to give forty-eight (48) hours' advance notice of required and scheduled overtime.

All overtime must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time off shall not be awarded for work not approved in advance by a supervisor. However, Police Officers or Police Specialists are authorized to work one (1) hour of unscheduled overtime at the end of a shift for completion of a complaint investigation when circumstances require it.

Police Officers or Police Specialists are subject to several different types of overtime such as but not limited to:

1. Scheduled overtime for special events, athletic contests, or shift coverage,
2. Unscheduled overtime for emergencies, complaint investigation, or shift coverage,
3. Mandatory overtime for training,
4. Scheduled overtime for court appearances or disciplinary hearings, and
5. Voluntary overtime for contract services.

Section A and B of this Article shall not apply to Police Trainees.

Scheduled overtime for special events, athletic events or a scheduled shift coverage will be divided as equally as possible. An equalization of overtime chart will be maintained as outlined in Section D. Unscheduled overtime, scheduled overtime for court appearances or disciplinary hearings, mandatory training and voluntary overtime, are beyond the control of the Employer and shall not be considered in the equalization of overtime.

Overtime for court appearances is paid when the court appearance is directed by an officer of the court. The minimum rate for overtime is two (2) hours, unless the Officer is working a scheduled shift during the court appearance. In those instances, overtime is only paid for the actual time spent outside the scheduled shift. (This also applies to disciplinary hearings.)

At an Officer's request and with the approval of the Employer, compensatory time off may be granted in lieu of overtime. Compensatory time off shall be at the rate of time and one half. Earned compensatory time off will be granted when it does not interfere with the department operation. The Employer agrees to consider the desires of the employee when scheduling overtime. Compensatory time off will normally be used within ninety (90) days of accrual with the provision that an extension may be granted by the Director of Public Safety and Police Services. If said extension cannot be granted, any overtime accrual beyond ninety (90) days from date of accrual will be paid off.

## **ARTICLE 10**

### **SHIFT PREMIUM**

The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m.

A shift premium of twenty cents (20¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 1:00 p.m. but before 9:00 p.m. Starting times within this period of time shall be known as the second shift.

A shift premium of twenty-five cents (25¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 9:00 p.m. but before 5:00 a.m. Starting times within this period of time shall be known as the third shift.

Shift premium is to be added to the total wages and does not increase the hourly rate. Shift premium will be paid for all hours worked on a shift.



## **ARTICLE 11**

### **CALL-IN PAY**

An employee reporting for duty at the Employer's request for work which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours of pay at the rate of time and one-half.

An employee reporting for duty on a Seasonal Bonus Day at the Employer's request for work which the employee had not been notified in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three (3) hours of pay at the rate of time and one-half. If an employee works beyond the three (3) hours, the additional time worked is paid at straight time and the employee will also be given the additional time worked off with pay, the time to be arranged with the employee's supervisor who will make an effort to grant the additional time off as near as practical to the designated Seasonal Bonus Day.

## **ARTICLE 12 REPORTING PAY**

An employee who reports for scheduled work and no work is available will receive three (3) hours of pay at his regular straight time rate.

## **ARTICLE 13**

### **RATES OF PAY ON TEMPORARY ASSIGNMENTS**

If any employee is temporarily assigned to a job with a higher maximum rate and he is capable of doing the job, he shall be paid the rate of the job.

If any employee is temporarily assigned to a job with a lower rate as a result of the Seasonal Leave procedure, he shall be paid the rate of the job.

Employees who are reclassified due to an adjustment of the working force will be paid according to the classification of the job that they are performing after reclassification. This will consist of a vertical movement on the wage schedule as set forth on pages 84, 85, and 86.

## **ARTICLE 14**

### **SENIORITY AND LOSS OF SENIORITY**

#### **Section A**

Seniority shall not be affected by the race, color, creed, sex, marital status, age, or dependents of the employee. Seniority shall be on a bargaining unit-wide basis.

All present employees who are included within the bargaining unit and who have served their probationary period shall be credited with accumulated seniority as of the employee's last date of hire.

#### **Section B**

1. There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting six (6) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary within the bargaining unit within a six (6)-month period, he will be entered on the seniority list as of the latest date of hire.
  
2. With the exception of Item 1 above, the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged or disciplined employees for other than Union activity. The probationary period in respect to wages only for temporary employees shall be one hundred and twenty (120) calendar days of continuous employment. Fringe benefits for temporary employees is limited to holiday pay only, provided that the employee has been on the payroll for two (2) consecutive pay periods and has worked at least twenty (20) days immediately preceding the holiday. Payroll deductions for union dues shall be made for those temporary employees who are on the payroll for two (2) consecutive pay periods and have worked at least fifteen (15) days during the two (2) consecutive pay periods. Such a deduction shall be dependent upon the Employer's receipt of a Dues Authorization Card.

## Section C

1. Seniority Lists of the date of this Agreement will show the names, job classifications, department, and date of hire of all employees of the Unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.
2. The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will furnish the Union with a copy of the current seniority list every month.
3. In the event that two (2) or more employees have identical seniority dates, seniority will be determined by alphabetical order by last name as of the date of hire.

## Section D

An employee shall lose his seniority for the following reasons:

1. He quits and is not rehired by the University within thirty (30) days after his last day of work.
2. He is discharged and the discharge is not reversed through the Grievance Procedure.
3. He is absent from his job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated with a copy to the Union President. If the disposition made of such case is not satisfactory, the matter may be referred to the Grievance Procedure, but the Employer will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.
4. If he does not return to work when recalled from layoff within eight (8) calendar days from the date of receipt of notice of recall. In proper cases, exceptions shall be made by the Employer.

5. Failure to return to work within the time limits of a leave of absence, an extended leave of absence, or an approved seasonal leave of absence, will be treated the same as 4 above.
6. Failure to accept a position of the same classification and shift upon return from a personal leave of absence.
7. Failure to exercise his seniority in the same classification or pay grade in a layoff/bumping situation.
8. Laid off and not recalled for a period equal to the length of the employee's seniority at time of layoff or five (5) years whichever is shorter.

## **ARTICLE 15**

### **PROBATIONARY EMPLOYEES**

New employees hired or transferred into the unit shall be considered as probationary employees for the first one hundred and twenty (120) calendar days of their continuous employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from one hundred and twenty (120) calendar days prior to the date he completed the probationary period.

Police Officers shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their continuous employment following being sworn in after successful completion of the Basic Police School as currently defined.

There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged or disciplined employees for other than Union activity.

New employees will be hired at the probationary rate of the job. The probationary rate will be ten percent (10%) below the working rate and will be paid for the length of the probationary period.

# **ARTICLE 16**

## **REDUCTION OF THE WORK FORCE AND RECALL PROCEDURES**

### **Section A Procedure for the Reduction of the Working Force**

1. When there is a decrease in force other than defined in Section D, the following procedure shall be followed: Probationary and temporary employees will be laid off on a unit-wide or occupational group basis whichever is in effect provided the seniority employees can do the available work.
  
2. The University will attempt to place employees with seniority in positions in their bargaining unit within their specific classification by displacing the least senior employee in that specific classification on the same shift. If a position within their specific classification on the same shift is not available, they shall displace the least senior employee within the specific classification. If positions within their specific classification are not available, they shall displace an employee in a different classification but in the same or lower working rate with the least seniority on the same shift, provided the seniority employee can do the available work. If a position within that classification on the same shift is not available, they shall displace the least senior employee within the classification, provided that the senior employee has the ability to perform the work available. This procedure is to be repeated until the least senior employee within the classification is placed on layoff. If, because of seniority, it becomes necessary to displace an employee in a lower classification, the same procedure as above will apply.

If an employee has successfully performed the work in a higher classification for ninety (90) working days or longer at Northern Michigan University and such employee has sufficient seniority, he/she may bump into that higher classification.

3. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the third (3rd) step of the grievance procedure.
  
4. Employees to be laid off will have at least fourteen (14) calendar days of notice of layoff. The Local Union Secretary and President will receive a list from the Employer



of the employees being laid off on the same date the notices are issued to the employees.

5. The Union recognizes that Northern Michigan University is an educational institution and by its nature is obligated to provide jobs for its students for their development and financial aid. Northern Michigan University also recognizes its responsibility to members of Local 1094.
6. Student personnel performing the work of bargaining unit employees at the time of layoff will be a proper matter for a Special Conference, and if not resolved to the mutual agreement to both the Union and the Employer, such will become a proper matter of the grievance procedure to be entered into at Step 3 of said grievance procedure.
7. In the event it becomes necessary for a layoff, the Employer shall meet with the Local Union President and Chief Steward at least three (3) calendar weeks prior to the effective date of the layoff if possible, and in any event no less than forty-eight (48) hours in advance of the layoff.

#### Section B Recall Procedure

1. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.
2. Seniority of an employee who is reemployed from a seniority list shall be restored to its status as of the date the employee left the service of the Employer.
3. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within eight (8) calendar days from the date of receipt of notice of recall, he shall be considered a quit. Extension will be granted by the Employer in proper cases.
4. Employees who are recalled to work from a layoff may be required to successfully pass a physical examination prior to returning to work, the cost to be provided by the Employer

and performed by an approved medical facility or physician as designated by the University.

5. In the case of special events and/or banquets, employees may be called back without regard to the seniority clause without the concurrence of the Union.

#### Section C Seniority Preference

1. Notwithstanding their position on the seniority list, members of the Local Union negotiating committee while actively engaged in negotiations shall, in the event of a layoff of any type, be continued at work as long as there is a job in their district for which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform. The committee shall be limited in size to seven (7) members.
2. Notwithstanding their position on the seniority list, the Union's grievance committee which consists of the President, Vice President, Financial Secretary, Recording Secretary, Chief Steward, and Stewards of the Local Union shall, in the event of a layoff, only be continued to work at all times provided they can perform any of the work available in the unit.

#### Section D Temporary Adjustment of the Work Force

When there is a temporary decrease in the work force of four (4) months or less, probationary employees and seniority employees will be laid off by classification within their districts or their recognized work area as defined in Article 9, Section D. Employees affected by such a reduction may apply for seasonal leaves as provided under Article 26, Section H. In the event that such a work adjustment extends beyond four (4) months, the Union can request the procedure in Section A be followed.

# **ARTICLE 17**

## **PROMOTIONS, TRANSFERS, JOB POSTINGS AND BIDDING PROCEDURES**

### **Section A Definitions**

1. A transfer shall be defined as the movement of an employee from one classification to another. When a transfer results in movement to a classification compensated in a higher pay grade, it shall be designated a promotion. The Employer may effect transfers through the posting and job bidding procedures.
2. Basic Qualifications - "Basic qualifications" means that the employee meets the minimum qualifications of the position and the records of the University indicate the reasonable certainty that the employee will be able to perform competently the range of duties of the regular job opening within a reasonable period of time.

### **Section B Job Posting and Bidding Procedure**

1. Regular job openings and/or newly created positions within the bargaining unit shall be posted for seven (7) calendar days. Upon completion of the posting for any job within the bargaining unit, the Union President will be informed of all Union members who applied for the position.
2. All internal applicants who possess the basic qualifications for the job shall be considered.
3. In pay grades 1 through 5, if one (1) or more bargaining unit members has the basic qualifications, the bargaining unit member with the most seniority shall be offered the job unless there is a great difference in qualifications.
4. In pay grades 6 and above, the Employer may after the internal posting expand the pool of candidates by conducting an external search. No external applicant will be offered the position unless there is a great difference in qualifications. If the external search proves unsuccessful and one (1) or more bargaining unit members has the basic qualifications, the member with the most seniority shall be offered the job unless there is a great difference in qualifications.

5. In any case where the internal posting produces no candidates who bid on the position or who meet the basic qualifications, an external search may occur. Applications received from bargaining unit members during the external search may not be considered.
6. Employees who wish to be considered for promotion or transfer will submit their request on a bid form provided by the Employer and file it with the Personnel Department on or before the seventh (7th) calendar day after the job was posted. It is the responsibility of the employee to keep his application in the Personnel Department updated in order that he may be given proper consideration. The Employer will not be obligated to consider a request for promotion or transfer from an employee who has not submitted his request for promotion to the Employer on or before the seventh (7th) calendar day the job is posted.

#### Section C Transfers Under Article 2

1. When the Employer plans a transfer or transfers under its Management Rights provision, the Employer will post notice of the anticipated job openings or vacancies for seven (7) calendar days prior to meeting with the Union President. Interested employees may file applications with the Employer for any such posted positions within the seven (7) days prior to the meeting, after which seven (7) days no applications shall be accepted.
2. In the event that the Employer elects to effect a transfer under its Management Rights provision, it will meet with the President of the Union to discuss the transfer before it is made. At this meeting the Employer will present the proposed transfer(s), the written consent of the employee to the proposed transfer, any relevant shift transfer requests, and any relevant job applications filed by bargaining unit members. During the meeting, the parties shall discuss all contract provisions which pertain to the proposed transfer(s) to ensure appropriate compliance. Transfers under Management Rights provision shall be effected after the meeting is held.

#### Section D Relief/Special Projects Workers

Employees interested in becoming relief/special projects workers within their department must inform their supervisor/department head in writing. It is the responsibility of the employee to keep his application

in the Personnel Department updated in order that he may be given proper consideration. Management will give due consideration to qualifications, seniority, and operational impact before making the final selection. A notice of availability of positions will be posted on appropriate Union bulletin boards. Any disputes arising in this Section will be dealt with in a Special Conference.

#### Section E General Provisions

1. When a regular job opening is posted in accordance with Section B, the posting will note the classification, the pay grade, the department and location (if applicable), and the shift. Twenty (20) copies of the job posting will be made available by the Personnel Department to the Chief Steward or in his absence a designated Steward for posting on approved bulletin boards. Said Steward shall be afforded a reasonable period of time to distribute the job posting without loss of time or pay.
2. An employee who is promoted or transferred to another position or classification will be given a reasonable period of time, not to exceed four (4) weeks, to demonstrate, by actual performance, whether he has the ability to perform the work. If he does not have the ability to perform the work, he shall be returned to the position from which he was promoted or transferred and given a written notice of the reason. A copy of this notice will be sent to the Chief Steward and Union President. If the employee requests, within a four (4) week period following a promotion or transfer from another classification, he shall be returned to his former position if it has not been abolished, in the classification from which he was promoted or transferred within a one (1) month period following the request. In the event the position has been abolished, the employee may be placed in a position within his former classification to which his seniority entitles him.
3. In the event an employee is returned to his original classification after a promotion or transfer at either his request or at the Employer's discretion, the Employer need not repost the job, but choose the next senior qualified employee or the most qualified applicant, whichever is applicable, from the original requests for the promotion or transfer under consideration.
4. An employee who has bid for a promotion or transfer in accordance with the provisions of Section B and is not selected for the position will receive a copy of his bid form

stating that he was not the most senior bidder or lacked the qualifications for the opening or that his qualifications were not relatively equal to the bidder selected; together with the name and seniority date of the employee promoted or transferred. The employee who is not selected shall be sent written notification of rejection within three (3) working days from the date the successful applicant was notified. Copies will also be furnished to the President and the Chief Steward.

## **ARTICLE 18**

### **RETURN TO UNIT**

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the same unit, his accumulated seniority shall be that amount of seniority attained at the time of his leaving the unit.

The Employer agrees that in any movement of work not covered above such movements will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

## **ARTICLE 19**

### **SICKNESS AND INJURY PAY**

#### **Section A Eligibility**

Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonduty hours.
4. Sick leave may be used for absences required due to the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters) and any persons for whose financial or physical care the employee is principally responsible. Employees shall not use more than three (3) days accrued sick leave for this purpose except when such illness or injury is of a very serious nature.

#### **Section B Hours of Sick Pay Payable**

1. The number of hours of sick pay payable to an eligible employee shall be based upon time lost from work to the nearest hour, but in no case shall the number of hours payable exceed the maximum number of hours accrued.
2. All payments for sick leave shall be made at the employee's current rate of pay.
3. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.
4. A seniority employee who suffers injury compensable under the Workers' Compensation Act and is awarded such



compensation shall be paid the accumulate difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave bank is exhausted, at which time this supplemental pay will be terminated. Employees who have exhausted their sick leave bank and are still unable to return to work may, if they so choose, be paid for unused annual leave. If they do not choose to be paid for unused annual leave, or if they have exhausted their annual leave, and they have exhausted their sick leave bank and are still unable to return to work, they must apply for a leave of absence for illness or disability as specified under Article 26, Section A, with the exception that there will be no loss of seniority, or if eligible, apply for short-term disability as specified under Article 29, Section A, or if eligible, apply for long-term disability as specified under Article 29, Section B.

### Section C Accrual

1. Every continuing full-time employee shall accumulate and be credited with thirteen (13) work days of sick leave with pay per year, to be credited at the rate of one-half (1/2) day for each completed biweekly period of employment. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred and ninety-five (195) working days.
2. All employees shall accumulate sick leave from the date they are hired.
3. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
4. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the University, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
5. Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

6. An employee who transfers to a position outside of the bargaining unit shall transfer with him any unused sick leave.

#### Section D Notice and Proof of Sickness or Injury

An employee's immediate supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity. The employee's supervisor may, upon the employee's return to work, require a statement from the employee's personal physician concerning his disability. Prior notification must be provided by the employee so that his supervisor can make arrangements for the work schedule. In the event an employee fails to so notify his department before the start of the employee's shift, no sick pay will be payable to the employee for that day. Under certain circumstances, such as incapacitation, the Employer will waive this requirement. Employees who find they are going to be absent longer than they first anticipated must notify their supervisor at least every three (3) days unless other arrangements are made. To request sick leave, employees shall contact their supervisor, or in the event their supervisor is unavailable the employees shall contact the Department of Public Safety and Police Services at 227-2151. If suspected abuse of sick leave including a regular pattern of absences becomes an issue, a special conference will be held with the Union President and the employee's Steward to discuss alternative resolutions. Such a conference will be required before the Employer imposes any discipline for abuse of sick leave.

#### Section E Medical Dispute

In the event of a dispute involving any employee's physical or mental ability to perform his job on his return to work at the University from a layoff or leave of absence, if the employee is not satisfied with the determination of the University designated physician, he may submit a report from a licensed physician or psychiatrist of his own choosing and his own expense. If the dispute still exists, at the request of the Union the University designated physician and the employee's doctor shall agree upon a third licensed physician, psychiatrist, surgeon, or osteopathic physician and surgeon, to submit a report to the University and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the University and the employee.

#### Section F Sick Leave Pay Off

Employees who retire after satisfying Northern Michigan University's retirement eligibility requirements shall receive payment of fifty percent (50%) of the unused sick leave.

In the event of the death of a regular full-time employee, his beneficiary or estate shall be paid in the amount of fifty percent (50%) of the unused sick leave accumulated by the employee up to the time of his death.

## ARTICLE 20 HOLIDAYS

### Section A

The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. December 25
7. 1/2 day Good Friday

### Section B Seasonal Bonus Days

The following days will be observed as seasonal bonus days:

1. The day before or after Thanksgiving
2. The day before or after December 25
3. The day before or after New Year's Day

If an employee is required to work on a seasonal bonus day or Easter Sunday, the employee will be paid straight time, but will be given an additional day off with pay, the time to be arranged with the employee's supervisor who will make an effort to grant the additional day off as near as practical to the designated seasonal bonus day or Easter Sunday.

### Section C

If an employee is absent on the scheduled working day immediately preceding or immediately following the holiday, he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of the fall semester and the beginning of the winter semester or during spring break because of lack of work, he will receive the same holiday pay given to the rest of the employees, if applicable.

### Section D

Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the

hours normally scheduled. There will be no seasonal bonus day pay for temporary employees. Temporary employees will not qualify for holiday benefits except as provided for in Article 14, Section B, Item 2.

#### Section E

When the designated holiday occurs on a scheduled day off in the employee's workweek, the employee will receive an additional day off with pay, the time to be arranged with his supervisor who will make an effort to grant the additional day off as near as practical to the designated holiday.

Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday as provided in Section A of this Article. If the employee is not given an additional day off for the holiday on which he is scheduled to work, he will receive his holiday pay in addition to the time and one-half for the time worked.

If an employee terminates his employment, he will not receive pay for holidays nor accrue annual leave occurring after the last day worked even though the holidays may fall within the period of his projected terminated annual leave.

# ARTICLE 21

## ANNUAL LEAVE

### Section A Accrual

Annual leave with pay is based on an employee's length of continuous employment and accrues at the following rate:

<u>Length of Continuous Service</u>	<u>Accrual Per Pay Period</u>	<u>Days Per Year</u>
Zero (0) through twelve (12) months	1.54 hours	5
Thirteen (13) through forty-eight (48) months	3.08 hours	10
Forty-nine (49) through ninety-six (96) months	4.62 hours	15
Ninety-seven (97) through one hundred and forty-four (144) months	6.15 hours	20
One hundred and forty-five (145) through one hundred and ninety-two (192) months	7.70 hours	25
One hundred and ninety-three (193) months or more	9.23 hours	30

An employee must be compensated for six (6) days of the pay period in order to accrue annual leave.

Employees regularly scheduled to work at least twenty (20) hours per week on a continuous basis will be entitled to annual leave proportionate to the time actually worked.

Years of service must be consecutive and an employee will be given credit only for time actually worked in meeting the requirements of this annual leave plan.

An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under this annual leave plan.

### Section B Eligibility

Annual leave may be taken by an employee after the completion of six (6) months of employment. To determine the annual leave accumulation, the number of months worked are multiplied by the

monthly annual leave allowance. It is possible to postpone annual leave from one year to another; however, the maximum accumulation per employee is two hundred percent (200%) of the yearly accumulation.

An employee with seniority who is disabled as specified in Article 29 but is not eligible for disability benefits shall use annual leave prior to the completion of six (6) months of employment.

#### Section C Pay in Lieu of Annual Leave Time

An employee will receive pay in lieu of paid annual leave time (i.e. without taking actual time off from work) only after completion of the first six (6) months of employment and then only under the following circumstances:

1. Retirement; or
2. Cessation of employment, including layoff; or
3. Death, in which case the pay for unused annual leave will be paid to the beneficiary or the estate of the deceased employee; or
4. Will be at the request of the employee and only if it benefits the University and must be approved by the supervisor and Director of Personnel. All employees are required to utilize ten (10) days of annual leave.

#### Section D Pay for Accrued Annual Leave Time

1. Pay for annual leave time shall be at the employee's hourly base rate at the time annual leave is taken, times the number of paid annual leave time scheduled and used.
2. Pay in lieu of annual time shall be at the employee's hourly base rate, at the time the event set forth in Section C occurs, times the number of hours of accrued annual leave time.

#### Section E Scheduling of Paid Annual Leave Time

Annual leave will be taken at the convenience of the University, conforming with the requirements of the individual departments. An employee should consult with his supervisor at an appropriate time each year concerning his annual leave allowance and the time he wishes to be scheduled.

In the event of a dispute regarding the choice of annual leave time, whenever possible the seniority employee will be given his choice of annual leave.

If a legal holiday falls within an employee's annual leave, he will be given an extra day, the time to be arranged with his supervisor.

An employee who is on annual leave shall be paid time and one-half of the regular straight time rate when reporting for duty at the Employer's request and will be given equal time off with pay at a later date, the time to be arranged with his supervisor.

Extended annual leave accrual may be treated and approved by special request through the Division Head with his approval and the approval of the Director of Personnel.



## **ARTICLE 22**

### **PERSONAL LEAVE DAYS**

For the purpose of attending to, or caring for personal matters during the course of the fiscal year (July 1 to June 30), full-time employees after serving six (6) months or more of continuous service shall be granted one (1) personal leave day to be used during the fiscal year, at such time as the employee arranges with his supervisor's permission, as described below.

To receive pay an employee shall request permission from his supervisor to use personal leave at least two (2) days prior to utilization. In proper cases exceptions may be made.

Personal leave days shall be utilized and charged to employees in increments of not less than four (4) hours.

Personal leave days do not accrue from one fiscal year to another, nor is pay received in lieu of personal leave days, nor may personal leave days be used immediately preceding or following annual leave. In proper cases exceptions to this policy will be made provided that the reason for the request is given to the supervisor.

## **ARTICLE 23**

### **FUNERAL LEAVE PAY**

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. Effective October 1, 1990, in the case of an employee's parent, spouse, or child, five (5) days will be permitted. Whenever a death occurs outside of the normal commuting distance, additional days as agreed by Management and the employee will be granted to an employee to be deducted from annual leave, or without pay at the option of the employee.

#### **Definition of Immediate Family:**

The immediate family shall be interpreted as including: wife or husband, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, stepfather, stepmother, half brother, half sister, and dependent persons (foster children or relatives residing in the home).

One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece of the employee or employee's spouse.

Permission will be granted to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

## **ARTICLE 24**

### **JURY DUTY**

An employee with seniority who serves or is called and reports for jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee shall report for regular University duty when temporarily excused from attendance at court. Persons assigned and working the second or third shifts will receive time off work equal to the time spent on jury duty. Checks for jury duty should be endorsed to Northern Michigan University and forwarded to the Financial Services Office with a memorandum that includes the dates of the jury duty.

## **ARTICLE 25**

### **ANNUAL MILITARY DUTY**

A regular full-time employee who is a member of the National Guard, Officer Reserve Corps, or other similar military organizations and who loses time from his assigned schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one (1) calendar year. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. The employee shall furnish the Employer with written evidence of service and the amount of base pay he was eligible to receive.

If an employee requests and is scheduled for annual leave during a period of training or service, he shall not be eligible for the pay provided by this Article for that period of time for which he received annual leave pay.

## **ARTICLE 26**

### **LEAVES OF ABSENCE**

#### **Section A Illness or Disability Leave**

An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay under Article 19 and annual leave payments under Article 21 shall be granted a leave of absence without pay upon request in writing and furnishing evidence of disability satisfactory to the University.

The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months, unless extended. In no case, however, shall a leave and extension exceed two (2) years. To continue the leave of absence an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physicians' opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

Seniority of employees shall not continue during leaves of this provision, except as specified under Article 19, Section B. The Employer will provide fully paid hospitalization (family plan) and one (1) times regular annual salary as group life insurance as provided by our carriers for those employees who are on an approved leave of absence due to sickness or disability including those receiving Workers' Compensation benefits with a two (2) year maximum extension of these benefits.

Employees may be eligible to apply for benefits under the Short-Term Disability Program as specified under Article 29, Section A, or the Long-Term Disability Program as specified under Article 29, Section B.

#### **Section B Personal Leave**

Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, child care for a new born infant (including adopted infants), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for an additional three (3) month period, but the total leave time shall not exceed one (1) year.

## Section C Family and Medical Leave (FMLA)

An employee is eligible, effective February 5, 1994, for a FMLA leave if he/she has been an employee for at least twelve (12) months and has been employed as an employee at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the leave effective date at a worksite where the employer employs at least fifty (50) employees within a seventy-five (75) mile radius.

Subject to the notice and certification requirements described below, an eligible employee may request and will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- a. For the birth of a son or daughter of the employee and to care for such child.
- b. For the placement of a child with the employee for adoption or foster care.
- c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or
- d. Because of a serious health condition of the employee, which renders him unable to perform the functions of the employee's position.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of employment benefits during the period of the leave or to any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

During the period of a FMLA leave, the Employer shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave; provided, however, that the

Employer may recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Sections (c) or (d) above, or other circumstances beyond the employee's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child, or parent who has a serious health condition, the employee is first required to exhaust any available paid vacation leave and necessity leave (e.g., personal leave days). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

If the requested leave is due to the employee's serious health condition, the employee is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, it will expire no later than the end of the twelve (12) month period. For example, a employee who requests a leave at the start of the twelfth month (of the twelve [12] month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Director of Personnel, not less than thirty (30) calendar days in advance of the start date of the leave. If not

foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for himself, his spouse, child or parent, should notify, in writing, the Director of Personnel as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such an employee must also give at least thirty (30) calendar days' written notice, unless impractical in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child, or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed for such care.

If the requested leave is because of a serious health condition of the employee which renders him unable to perform the functions of the employee's position, the employee may be required to file with the Employer the physician's or health care provider's statement as allowed by the FMLA.

Leaves taken under Sections (a) or (b) above shall not be taken intermittently unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA leaves taken under Sections (c) or (d) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

A employee on an approved leave under this policy must report to the Director of Personnel every four (4) workweeks regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Sections (c) or (d) above, the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.



The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993 and any terms used from the FMLA will be as defined in the Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

#### Section D Military Leave

Management will abide by federal laws and rehire employees who entered the Armed Forces while employed by the University, if they reapply within specified time limits.

#### Section E Leave for Union Business

Members of the Union elected to Local Union offices or elected or selected to positions within the Council which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. The employee agrees to provide the University with a minimum of fourteen (14) calendar days' notice of their intent to return to the University if returning prior to the expiration of the leave. A leave for Union Business is limited to a maximum of two (2) years for each employee during their tenure at the University.

Upon their return, they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, the University may require an employee to undergo and successfully pass a physical examination before returning to work at the expense of the University.

#### Section F Union Educational Leave

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed four (4) employees at any one time for a combined total of twenty-two (22) working days per contract year during the term of this contract. Such absences under this Section shall be approved if not less than five (5) working days' notice is given to the employee's supervisor and provided that the employee's absence will not unreasonably interfere with the University's operation. An immediate conference shall be held between the Union and Management if in the Union's opinion such leave has been unreasonably withheld.

## Section G Educational Leave for Veterans

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

## Section H Seasonal Leaves

Leaves of absence up to four (4) months without pay may be granted to employees who have acquired seniority under this Agreement.

Seasonal leaves are usually granted to those employees who have a number of years of service and do not choose to be employed during various vacation periods.

The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer.

The University will provide the regular premium contributions for hospitalization, dental, optical, and life insurance coverage while an employee is on a seasonal leave.

The employee will continue to accrue seniority while on a seasonal leave and will be recalled upon the expiration of the leave.

The employee will not receive pay for the holidays falling within the leave of absence except during the period between the end of the fall semester and the beginning of the winter semester or during spring break as provided for under Article 20, Holidays, Section C.

## Section I Return to Active Employment

The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him to active employment.

In addition, and in order to be eligible to return to active employment, an employee returning from an illness or disability leave of absence must provide a statement from his physician releasing him to return to work. The assignment upon return from a personal leave will be dependent upon the vacancies available within the same classification.

If a vacancy within the same classification and pay grade does not exist, the employee will have the right to displace the least senior employee in the same classification.

If the employee does not return to the University when a vacancy exists, or does not exercise his seniority, the employee's employment shall be terminated.

In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory completion of service and apply for reinstatement within time limits specified by federal law.

#### Section J General Conditions

All leaves of absences must be approved by the administrative head and cleared through the Personnel Department.

Application for extension of leaves of absence must be made prior to expiration of leave.

Except as provided under Section A, Illness or Disability Leave, and Section H, Seasonal Leave, the employee must contact the Personnel Department regarding maintaining payments for hospitalization, life insurance, dental, and optical insurance, if applicable, during the leave period. However, those employees on seasonal leave who carry supplemental life insurance, dental, and optical insurance, if applicable, must contact the Personnel Department regarding maintaining payments.

The employee will not receive pay for the holidays falling within the leave of absence except as provided under Section H, Seasonal Leave.

The employee will not accrue annual leave, sick leave, or seniority while on a leave of absence except as provided under Section H.

## **ARTICLE 27**

### **GROUP LIFE INSURANCE**

The Employer shall provide a term life insurance policy equal to one (1) times annual rate (hourly rate times 2,080 hours or its equivalent) to the next thousand dollar increment with a minimum of \$5,000 with an Accidental Death and Dismemberment rider for an equal amount for all employees who are regularly scheduled to work at least twenty (20) hours per week on a continuous basis. Employees must complete and file an application in accordance with the carrier's regulations.

Employees may, at their expense, apply for additional coverage up to three (3) times their annual base salary rate. Additional optional insurance may be obtained at the employee's expense for the employee's spouse and/or dependent children. The amount for the spouse may be up to \$15,000 and for dependent children up to \$10,000.

This policy is subject to change due to University policy, our carrier's regulations, and the requirements of the State Insurance Commission.

The Employer's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's rules and regulations.

## **ARTICLE 28**

### **HEALTH, DENTAL, AND OPTICAL INSURANCE**

#### **Section A**

The Employer will, during the life of the Agreement, maintain and contribute to the cost for the current hospitalization and medical program for employees regularly scheduled to work at least thirty (30) hours per week (1,560 hours per year). Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the hospitalization and medical program by paying the University the difference between the University's full contribution and the full-time equivalent cost (e.g. for an employee scheduled to work twenty (20) hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit. Employees must complete and file application in accordance with the Employer's and the Administrators' regulations. The Employer's contribution to the health program for each bargaining unit member participating will be as follows:

1995-96 average cost up to \$5,196

1996-97 average cost up to \$5,456

1997-98 average cost up to \$5,729

Any average cost among all covered employees exceeding the amount specified in 1995-96 will be paid by the employees up to a maximum of \$500. Any costs in excess of the maximum employee contributions will be covered by the Employer.

Any average cost among all covered employees exceeding the amount specified in 1996-97 will be paid by the employees up to a maximum of \$750. Any costs in excess of the maximum employee contributions will be covered by the Employer.

Any average cost among all covered employees exceeding the amount specified in 1997-98 will be paid by the employees up to a maximum of \$750. Any costs in excess of the maximum employee contributions will be covered by the Employer.

If the actual average cost in years 1995-96, 1996-97, and 1997-98 is less than the amounts specified above, the difference will be considered savings and accrue to the benefit of the bargaining unit. The total

savings will be computed based on the average number of bargaining unit members covered during the health plan year. Within thirty (30) days after the Employer has computed the savings, the bargaining unit will notify the Employer as to the method of distribution. The method of distribution cannot include an increase in base salaries since the savings is a one-time savings.

When calculating the average cost per year for the hospitalization and medical program, the union agrees to include \$2.50 per covered employee per year to help fund wellness activities of the Health Care/Wellness Committee. Northern Michigan University also agrees to contribute \$2.50 per covered employee per year for this purpose.

Average cost is defined as the total of claims, administrative fees, reinsurance, and stop loss premiums divided by the average number of University employees covered during the health plan year.

#### Section B Prescription Drug Card Program

The Employer agrees to provide a Prescription Drug Card Program with a \$5.00 deductible.

#### Section C Dental Insurance

The Employer will contribute the full cost per bargaining unit member of a two-person plan premium for bargaining unit members regularly scheduled to work at least thirty (30) hours per week (1,560 hours per year) for a defined dental plan for all participating bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the dental program by paying the University the difference between the University's full contribution and the full-time equivalent cost (e.g. for an employee scheduled to work twenty (20) hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit.

Participation in the plan is optional for all eligible bargaining unit members. Participation in the plan will become mandatory when the dental plan of any other University employee group becomes a mandatory participation plan unless an employee is currently covered by another dental plan and provides proof of such coverage to the Employer and/or insurance carrier. Payroll deductions will be deducted in advance for coverage for the following month.

The plan must maintain the level of participation of the employees on roll as determined by the carrier.

The Employer will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll employees, and to communicate with the insurance carrier regarding administration of the plan.

#### Section D Optical Insurance

The Employer will contribute the full cost per bargaining unit member of a family plan premium for eligible bargaining unit members for a defined optical plan for all participating bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the optical program by paying the University the difference between the University's full contribution and the full-time equivalent cost (e.g. for an employee scheduled to work twenty (20) hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit.

Participation in the plan is optional for all eligible bargaining unit members. Participation in the plan will become mandatory when the optical plan of any other University employee group becomes a mandatory participation plan unless an employee is currently covered by another optical plan and provides proof of such coverage to the Employer and/or insurance carrier.

Payroll deductions will be deducted in advance for coverage for the following month.

The plan must maintain the level of participation of the employees on roll as determined by the carrier.

The Employer will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll employees, and to communicate with the insurance carrier regarding administration of the plan.

#### Section E

In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan.

## Section F

The Employer will establish flexible spending accounts and premium conversion plans for health, dental, and optical expenditures for insurance premiums and deductibles as allowable by law.



## **ARTICLE 29**

### **DISABILITY PROGRAMS**

#### **Section A Short-Term Disability**

When accumulated sick leave and annual leave have been exhausted, full-time employees who are eligible for disability coverage under the University's Long-Term Disability Insurance Program are covered by additional short-term insurance benefits as follows:

1. Upon receipt of satisfactory medical evidence of disability (inability to discharge regular duties), the Director of Personnel will authorize payment of sixty percent (60%) of the employee's regular salary and all of his fringe benefit payments, less any wage benefits paid under the Workers' Compensation statutes.
2. The benefits provided in the preceding paragraph will continue until the Long-Term Disability Insurance Program becomes effective, or until the employee recovers and resumes his regular duties, or until he dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability.
3. The number of days used for short-term disability shall be treated as a deficit accumulation in the employee's sick leave account. An employee shall, when he returns to active duty, repay this deficit accumulation to the University at the rate of sixty percent (60%) of earned sick leave accruals until the deficit accumulation has been cleared. From that time on, he shall accrue sick leave in the normal manner.
4. An employee shall continue to accrue annual and sick leave while using regular sick leave.
5. Once annual and regular sick leave have been exhausted and the employee is placed on short-term disability, he shall cease to earn either annual or sick leave.
6. An employee who returns to work after having received short-term disability and has a deficit sick leave account will be required to requalify for short-term disability benefits by working a period of twenty-one (21) work days unless the subsequent disability arises from a cause unrelated to the original disability. If the employee's sick leave account

remains in deficit, the employee will be charged vacation for future absences due to sickness or disability prior to again reverting to the sixty percent (60%) short-term disability payment. The only exceptions to this requalification may be made by the Director of Personnel in cases of very serious illness or disability. Exceptions shall be granted at the sole discretion of the Employer and any such decision to grant or deny any exception shall not be grievable.

Employees with seniority who are not eligible under the Long-Term Disability Insurance Program will be paid their regular salary rate until their accumulated sick leave has been exhausted. Employees, if they so choose, may also elect to be paid their regular salary rate until their accumulated annual leave has been exhausted. When sick leave and annual leave (if applicable) is exhausted, an employee may apply for a leave of absence for illness or disability according to the provisions of Article 26, except that the period of the leave of absence will not exceed the length of their seniority at which time their employment will terminate.

#### Section B Long-Term Disability

The University will pay the full cost of a Long-Term Disability Insurance Program.

The policy provides for the payment of sixty percent (60%) of the regular yearly salary for all full-time employees who have been employed one (1) full year or longer and who, in the opinion of our carrier, are considered to be totally disabled. Disability payments, if approved, will commence the first of the month following six (6) months of disability.

Total disability under this program is "the inability of the employee, by reason of sickness or bodily injury, or pregnancy to perform any occupation for which the employee is reasonably suited by education, training, or experience. You must be under the regular care of a physician, other than yourself."

Employees who receive benefits under the Long-Term Disability Insurance Program will be considered to be on a disability leave and are subject to the conditions as specified under Article 26, Section A.

#### Section C Temporary Return To Work Accommodations

If an employee has been injured but still believes that he/she is able to perform the assigned job or other approved duties, the employee may request to be returned to work. Because of the uniqueness of each

injury and job duty, a Special Conference will be called to discuss the request. The employee must be able to present a doctor's statement releasing his/her return to work under the temporary accommodations approved by the Employer. The Employer's decision on the request shall be nonarbitrable.

## **ARTICLE 30 RETIREMENT**

All employees first hired prior to January 1, 1996 are required by legislative action to be members of the Michigan Public School Employees Retirement System (MPERS) and F.I.C.A. (Social Security).

Employees first hired January 1, 1996 or later who are scheduled to work at least twenty (20) hours per week and complete the necessary applications within ninety (90) days of their date of hire will be members of Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF). University contribution to TIAA-CREF will be twelve and one-half percent (12.5%) of the first \$20,000 of salary and seventeen and one-half percent (17.5%) of any salary above \$20,000. Employees regularly scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the University.

Any employee planning to retire should notify the Personnel Department of such plans at least three (3) months in advance.

### **Retirement Definition**

To be considered a retiree and eligible for retirement benefits and privileges as a retiree of Northern Michigan University, regardless of the retirement program in which an employee participates, the total of an employee's age and years of service at Northern Michigan University must equal or be greater than seventy (70) as of the retirement effective date and the employee must have a minimum of ten (10) years of full-time service with the University.

## ARTICLE 31 LONGEVITY PAY

All regular full-time employees who are actively at work or on sick leave or annual leave as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payments. Prorated payments shall be made to those employees who are on Workers' Compensation or Short-Term Disability.

- A. Longevity pay shall be computed as a percentage of the employee's gross earnings for the prior calendar year (the year that ended on the December 31 preceding the October 1 eligibility date) as shown on the employee's Form W-2.
- B. Following completion of six (6) years of continuous full-time service on or before October 1 of any year according to the seniority list and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.
- C. Payments to employees who become eligible on or before October 1 of any year shall be due the first regular payday in the subsequent December.
- D. Prorated payments shall be made to those employees who retire under the University retirement plan based on the prior year's Form W-2. This also applies to those employees not under the retirement plan but who are sixty-five (65) years of age at the time of their separation. In case of death, longevity payments shall be made to the beneficiary as designated on the Authorization to Disburse Earnings and Allowances form on file in the Personnel Department. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.
- E. No longevity payment as shown on the following schedule shall be made for that portion of an employee's yearly gross earnings which is in excess of \$8,000.

F. Longevity Pay Schedule

Continuous Service

Annual Longevity Pay

6 or more & less than 11 years	2% of annual wage
11 or more & less than 15 years	3% of annual wage
15 or more & less than 19 years	4% of annual wage
19 or more & less than 23 years	5% of annual wage
23 or more & less than 26 years	6% of annual wage
26 or more years	8% of annual wage

## **ARTICLE 32**

### **ADDITIONAL BENEFITS**

#### **Section A University Bookstore Discount**

All employees covered under this Agreement, their spouses, and dependents as defined by the I.R.S. shall be entitled to receive a twenty percent (20%) discount on all books purchased and a ten percent (10%) discount on all other items purchased from the Northern Michigan University Bookstore. These discounts shall not apply to sale items or cap and gown rentals and purchases.

It is agreed that once the other employee groups agree to eliminate the "benefit," Local 1094 will also agree to eliminate it.

#### **Section B Tuition Scholarship**

1. Tuition scholarship is awarded to employees and their spouses on a space available basis.
2. Employees shall be allowed to take up to a maximum of eight (8) credit hours per semester and four (4) credit hours during the summer session and the spring session. There is no credit hour limit for a spouse. Those who participate in this Program are not eligible to receive additional University-funded scholarships or grants.
3. Dependent children, as defined by the I.R.S., will receive a thirty percent (30%) reduction of tuition. Those who participate in this program are not eligible to receive additional University-funded scholarships or grants.
4. No employee on a leave of absence or their spouse or dependent children shall receive such a scholarship unless it is approved by the Director of Personnel prior to the commencement of such leave.
5. In the event of an employee's death, the surviving spouse and dependent children may participate in the Tuition Scholarship Program as specified above so long as they have enrolled within six (6) months of the employee's death and may continue in the Program until completion.

## Section C PEIF Membership

All employees may acquire a single Physical Education Instructional Facility (PEIF) membership for themselves, free of charge, by completing the annual application process. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such employees.



## **ARTICLE 33**

### **SAFETY**

Two (2) members of the Union shall be representatives on the the University Safety Committee. This Committee shall meet periodically during regular working hours for a period not to exceed two (2) hours for the purpose of serving as the central clearinghouse for all issues related to safety. As of 1989, the University Safety Committee acts as an advisory group to the University administration for apprising them of potentially unsafe procedures, practices or conditions; and developing and implementing recommendations for controlling or correcting problems. The Committee is charged to review compliance with current rules, codes, and regulations, discuss accident prevention methods, safety education and training, compliance inspections and investigations, hazardous material storage and removal, and compliance with the Right to Know Law. The Committee is also charged to discuss, evaluate and implement recommendations on various safety related issues brought to the attention of Committee members.

## **ARTICLE 34 DISCIPLINE**

- A. Employees will be informed as to the nature of business for which their supervisors may require their presence for a meeting. If the nature of the business is for disciplinary action or reprimand of a serious nature, the employee will have the right to representation by his Chief Steward or in the absence of the Chief Steward the Local Union President if the employee so requests.
- B. The Employer shall not discharge employees or take other disciplinary action without just cause. When administered, it will be done in a fair and equitable manner.
- C. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward of the district, the Chief Steward and the Local Union President of the discharge or discipline.
- D. A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and his Steward. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving violence or willful destruction of property.
- E. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, the discharge or discipline will be a proper matter for the grievance procedure and will be submitted in writing to the third (3rd) step of the grievance procedure within seven (7) calendar days of receiving the notice of discharge or discipline.
- F. Use of Past Records. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions written and on file in the employee's personnel file that is maintained in the Personnel Department that occurred more than two (2) years previously.
- G. Discharge or discipline will be for just cause.

## **ARTICLE 35**

### **GRIEVANCE PROCEDURE**

#### **Section A Union Representation**

The number of representation districts in the unit shall be the agreed upon number. Unit wide, as used in this Agreement, shall mean the total bargaining unit. The Employer and the Union may redistrict the unit from time to time by agreement. Districts, as used in this Agreement, shall mean an agreed upon area of the Employer for the purposes of establishing Steward representation districts.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

Current representation districts are: District 1, Quad 1 and Quad 2 - Student Affairs; District 2, University Center Quad and University Apartments - Student Affairs; District 3, Facilities Department - First Shift; District 4, Facilities Department - Second Shift; District 5, Facilities Department - Third Shift; District 6, Facilities Department - Grounds, Trades, Power Plant; and District 7, Public Safety and Police Services.

#### **Section B Stewards and Alternate Stewards**

1. In each district, employees in the district shall be represented by one (1) Steward who shall be a regular employee and working in the district. One (1) additional Steward will represent all employees in all districts who are working on the second shift and one (1) additional Steward will represent all employees in all districts who are working on the third shift for a total of nine (9) Stewards.
  
2. The Stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and

Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference and/or disciplinary action.

3. A Chief Steward may be designated to investigate and discuss grievances with district supervisors and/or district Stewards prior to reducing the grievance to writing. In the absence of the Chief Steward, the Local President may act as the Chief Steward. The Chief Steward or the Local President in his absence may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference and/or disciplinary action.
4. The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

### Section C Employee Grievance

A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the Employer and any employee concerning (1) his employment and (2) the interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section F; except that the Union President or his designated representative may submit a grievance on behalf of an aggrieved employee, beginning at Step 1 of the grievance procedure, provided the grievance is submitted within the fourteen (14) calendar day period following the day on which the aggrieved employee had knowledge of the facts giving rise to his grievance and the aggrieved employee refuses to process his grievance. Such a grievance by the Union President must set forth the reasons the Union President is processing the grievance. In proper cases exceptions may be made if

mutually agreed upon by the Union President and the Director of Personnel or their designees.

#### Section D Group Grievance

A group grievance shall be defined as one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group. In the event that employees have a group grievance, it shall be sufficient if one (1) employee or their Steward or Chief Steward submits the grievance on behalf of all named and similarly affected employees. Such group grievances shall begin at that step of the grievance procedure where all affected employees have a common Employer representative.

#### Section E Union Grievance

A Union grievance is defined as a disagreement, other than one which can be processed under Section C or D above, arising under and during the term of this Agreement, between the University and the Union concerning the interpretation and application of the provisions of this Agreement on a question which is not an employee grievance.

In the event that the Union has a grievance, it shall begin at Step 3 of the grievance procedure, provided the grievance is submitted within the fourteen (14) calendar day period following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the Union President or his designated representative.

#### Section F Presenting a Grievance

Any employee or groups of employees having a grievance in connection with his or their employment shall present it to the Employer as follows and provided that no grievance shall be considered unless it is presented to the first step of the grievance procedure by the employee or Steward, within fourteen (14) calendar days of the time the employee or the Union has obtained knowledge of its occurrence. In no event shall monetary adjustments of a grievance cover a period prior to one hundred and twenty (120) calendar days before the filing of a written grievance.

Grievances which by their nature are not capable of being settled at a preliminary step of the Grievance Procedure may, by mutual agreement between the Director of Personnel or the Director's designee and the Union President or the Union President's designee, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated or where the requested relief could be granted.

## STEP 1

If an employee believes he has a grievance, he should first discuss the matter with his immediate supervisor. In the event he is not satisfied with the supervisor's disposition of the matter, he may refer the grievance to the Steward of his district. If the Steward believes that the employee has a legitimate grievance, the Steward may begin the formal process by presenting the written grievance to the supervisor.

The supervisor will meet with the Steward within a reasonable period of time and will give his written answer within four (4) working days of the meeting.

## STEP 2

If the grievance is not thereby resolved, the employee and the Steward may confer with the Chief Steward, and then present the written grievance to the administrative head of the unit or division within five (5) working days of the Step 1 written answer.

The administrative head of the unit or division will give his answer in writing within five (5) working days of receiving the written grievance.

## Section G Arbitration

### STEP 3

#### 1. Pre-Arbitration Conference

If the representatives of the Employer and the Union representatives do not dispose of the matter at Step 2 of the Grievance Procedure and the Union believes that the matter should be carried further, it shall then refer the matter to Council No. 25. The representatives of the Council as well as the Local President and/or Chief Steward shall meet with the Director of Personnel and Employer representatives for the purpose of attempting to resolve the dispute(s), provided that such meeting will be requested in writing within the fifteen (15) calendar day period from the date of the Step 2 answer. Such meeting will take place within the thirty (30) calendar day period following the date the request is received. The Employer will respond in writing to the Union within fifteen (15) calendar days of the pre-arbitration conference.

#### 2. If, as a result of the pre-arbitration conference the dispute(s) remains unsettled, and the Council wishes to carry the matter

further, Council No. 25 may file a demand for arbitration in accordance with the rules and regulations of the Federal Mediation and Conciliation Service ("FMCS") with a carbon copy to the Employer, provided that it is filed within thirty (30) working days (Monday through Friday excluding Saturday, Sunday, and holidays recognized by the Agreement) from receipt of the pre-arbitration conference answer. During the above thirty (30) working days, the Employer and Union will make an attempt to select an arbitrator and if successful notify Council 25 and the FMCS of such selection. In the event that the parties can not agree, then the FMCS will provide a panel of seven (7) arbitrators to the parties as provided for in Volume 29 of the Code of Federal Regulations, Section 1404.12, as amended, and the parties shall attempt to agree to an arbitrator from that list. If the parties can not agree, each party shall have the right to strike names unacceptable to that party from the list, and shall number the order of preference of the remaining names on the panel, and shall submit the numbered list in writing to the FMCS. If there is no mutual choice, then the FMCS shall submit a second list and the parties shall advise the FMCS of their order of preference on the second list in writing to the FMCS. The FMCS shall then appoint the name on the panel that has the lowest accumulated numerical number.

3. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
  - a. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
  - b. No grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned at his regular rate less any payment the employee may have received from unemployment compensation during the period of suspension or discharge from employment with the University.
  - c. The arbitrator's decision shall be final and binding upon the University, the Union and the employee or employees involved. The Union will discourage any attempts of its members in any appeal to any court or labor board from a decision of any arbitrator.

- d. The expense for the arbitrator shall be shared equally between the Employer and the Union.
- e. Each party shall be responsible for compensating its own representatives and witnesses in an arbitration hearing. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party.
- f. After a case has been referred to the arbitrator, the case may not be withdrawn except by the mutual consent of both parties.

### General Conditions

- 1. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a request has been made.
- 2. The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will grant permission and provide sufficient time to the Local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 3. A grievance that is not appealed from one step to another within the time limits allotted shall be considered settled on the basis of the Employer's last answer and not subject to further review.



4. A grievance not answered within the specified time limits by the Employer may be submitted to the next higher step of the grievance procedure.
5. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one (1) or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
6. Time limits on answers may be extended with the mutual consent of both the Union and the Employer, provided that such a mutual extension shall be verified in writing by both parties within seven (7) calendar days of the granted extension.

## **ARTICLE 36**

### **SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the Local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Requests for such Special Conferences shall be made in writing and an agenda of the matter to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This Conference will be scheduled at a mutually convenient time. However, such a Conference will be scheduled within ten (10) calendar days excluding Saturdays, Sundays and holidays, from the date of receipt of the written request for such Conference. This meeting may be attended by a representative of the Council or a representative of the International Union.

## **ARTICLE 37 MISCELLANEOUS**

### **Section A Working Supervisors**

1. It is the policy of the University that supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees that there is no violation of the policy herein stated.
  
2. Additionally, it is understood that, in emergency situations when regular employees are not available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of material or equipment, or when regular unit employees do not have the ability to do the work. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned.

### **Section B Subcontracting**

If the Employer wishes to subcontract work presently performed by bargaining unit employees, the Employer shall notify in writing the Union President or in his absence the Chief Steward of the proposed course of action and, if requested, negotiate thereon. If the matter is not resolved to the satisfaction of the Union, the Union may use the procedures of the Michigan Public Employment Relations Act.

### **Section C Parking Fees**

Parking fees shall be uniform for all employees of the University irrespective of union affiliation.

### **Section D Uniform Allowance**

All employees in the bargaining unit will receive \$100 per year as a uniform allotment, payable the last payday in September. With the exception of Food and Police Services, all employees will be required to wear University-supplied shirts and employee-supplied pants. University-supplied clothing will be cleaned by the University and all other clothing will be maintained by the employee. The University reserves the right to require that the pants worn by the employee present an appropriate appearance.

New employees will be given a uniform allotment of \$100 at the end of the probationary period. No employee will receive more than a \$100 allotment in a one (1)- year period. First year employees will receive a prorated uniform allotment on the last payday of September after hire equal to \$8.33 per month for the months since the date they ended their probationary period. For example, an employee hired in March completes his probationary period in June. He would then receive a \$100 allotment. The following September he would receive a \$24.99 allotment.

The only exception to the preceding paragraphs is Police Officers who will continue to have their uniforms furnished and maintained by the Employer at the discretion of the Department Head.

#### Section E Use of Student Employees

Northern Michigan University and Local 1094, American Federation of State, County and Municipal Employees, recognize and agree that the employment of students is a part of the total employment program.

Northern Michigan University and Local 1094 recognize the necessity of employing students during the vacation periods including summer vacation and are aware that the requirement of the Michigan Public School Employees' Retirement System requires that retirement funds be contributed by the University for all employees who are not enrolled and attending classes.

Northern Michigan University recognizes its obligation to its full-time regular employees. Therefore, it will be the policy of Northern Michigan University to limit the offer of employment opportunities to student labor when all regular full-time employees who desire to work are working and they will not be hired to replace regular employees who can do the job under consideration.

It is further understood that student labor normally will be limited to students of Northern Michigan University and who shall be placed in positions traditionally held by students. Applicants will be referred to departments for approved openings in the same nondiscriminatory manner as is used for regular employees.

This section does not in any way hinder the University from hiring other temporary employees as defined in Article 1, Section B.

#### Section F Use of Retired Employees

The University may use up to a maximum of fifty (50) retired employees to work food service positions which are ordinarily filled by

student employees. Such employment will be on a part-time basis (up to a maximum of twenty (20) hours per week) and shall be at the student pay rate. AFSCME retirees would be given first priority for these positions, then NMU retirees, then other retirees. No retiree would be able to work if any AFSCME employee who wanted to work such a position was on layoff status.

#### Section G Use of Handicapped Employees

In the event the University receives a grant from any outside funding agency to employ qualified handicappers, the University may place up to a maximum of five (5) such employees in newly created grant positions. The rate of pay would be negotiated with the funding agency but will not exceed AFSCME pay rates.

#### Section H Inclement Weather

AFSCME employees are considered essential personnel and a vital part of Northern Michigan University. Therefore, on those days when the University officially closes, AFSCME employees, if scheduled, are to report to work. Any employee who finds it impossible to report to work due to inclement weather must notify his supervisor or Public Safety and Police Services prior to the start of his regularly scheduled shift and may use a personal leave day to cover such absence without prior notification, or may use accrued annual leave. Those employees who do report to work/campus will be given equivalent time off with pay to be arranged with their supervisor.

#### Section I Master Agreement

The Employer shall supply each employee of the bargaining unit with a copy of this Agreement after ratification by both parties. Each new hire and rehire who does not have a copy of the Agreement shall be supplied a copy by the Employer. The cost of printing this Agreement will be jointly shared by both parties when all other bargaining units agree to jointly share such cost.

#### Section J Union Meetings

For the purpose of attending the regular monthly Union meeting, employees working during the time the meeting is scheduled may ask their supervisor for one (1) hour off to attend the meeting. The supervisor may deny the request for reasons such as operational needs or emergency requirements. If the request is granted, an employee must make up the time at either the beginning or end of the shift on the day of the meeting.

## **ARTICLE 38**

### **SUPPLEMENTAL AGREEMENTS**

The provisions herein contained, the supplemental letters specified therein, and the appendices hereunto attached constitute the entire Agreement between the parties.

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

## **ARTICLE 39**

### **BARGAINING COMMITTEE**

The Bargaining Committee shall consist of the Executive Board, and one other member, for a total of seven (7). There will be three (3) alternates that will function only when a Committee member is absent.

Members of the Bargaining Committee who are scheduled to work during regularly scheduled negotiation sessions shall be given released time with pay to attend such sessions once negotiations to modify this Agreement begin. However, no overtime will be paid for attendance at negotiations unless otherwise agreed to by the Employer.

# ARTICLE 40

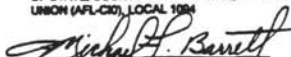
## TERM OF AGREEMENT

This Agreement shall become effective on October 1, 1995, and shall remain in full force and effect until and including September 30, 1998, when it shall terminate. This Agreement shall not be extended beyond 11:59 p.m., September 30, 1998, except by written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party not less than sixty (60) nor more than ninety (90) days prior to October 1, 1998.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: July 2, 1996

COUNCIL NO. 25 OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES'  
UNION (AFL-CIO), LOCAL 1094



Michael Barnett  
President



Peter Ostrowski  
AFSCME Staff Representative, Council No. 25



Brynna Constance  
Bargaining Committee Member



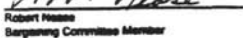
Eileen Fisk  
Bargaining Committee Member



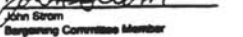
Gerald Devine  
Bargaining Committee Member



Russell Kangas  
Bargaining Committee Member



Robert Hesse  
Bargaining Committee Member



John Strom  
Bargaining Committee Member

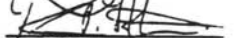
ON BEHALF OF THE NORTHERN MICHIGAN  
UNIVERSITY BOARD OF CONTROL



Michael J. Roy  
Vice President for Financial Administration



Robert W. Hansen  
Director of Personnel



Thomas P. Hustons  
University Counsel

Ratified by AFSCME - Local 1094  
on May 13, 1996

Approved by the Board of Control  
on August 16, 1996



## APPENDIX A WAGES

Effective July 1, 1974, all employees of the bargaining unit will no longer be required to contribute to the Michigan Public School Employees Retirement System as Northern Michigan University agrees to assume this payment as defined in Senate revision of Michigan House Bill 5888.

Effective October 1, 1995, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 1995.

Effective October 1, 1996, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 1996.

Effective October 1, 1997, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 1997.

All new employees will be hired at the probationary rate of the job. The probationary rate will be ten percent (10%) below the working rate as set forth in the following schedules of wage rates.

The probationary rate will be paid for the length of the probationary period, one hundred and twenty (120) calendar days, except for Police Officers who shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their continuous employment and successful completion of the Basic Police School as now defined.

The wages shown in the schedules of wage rates will be paid to food service employees plus maintenance as specified by state law and such maintenance will be a regular payroll deduction, subject to change according to state regulations. All food service employees will be provided meals only in kitchens that are already operating, unless instructed differently by their immediate supervisor.

## SCHEDULE OF WAGE RATES - OCTOBER 1, 1995

<u>Pay Grade</u>	<u>Classification</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	Police Trainee	\$ 6.90	\$ 7.67
2	Line Worker	7.87	8.74
3	Salad Maker	8.55	9.50
4	Banquet Attendant Coffee Shop Attendant Utility Worker	8.61	9.57
5	Tradeshelper	9.49	10.54
6	Cook Custodian Presidential Housekeeper	9.52	10.58
7	Custodial Leader Warehouse Attendant Building Attendant Building Attendant-Ice Arena	10.16	11.29
8	Light Equipment Operator/ Groundskeeper	11.02	12.25
9	Tradesworker	11.31	12.57
10	Sr. Building Attendant	11.35	12.61
11	Mechanic I	11.50	12.78
12	Sr. Tradesworker Carpenter Locksmith Mason/Plasterer Painter Plumber/Pipefitter/ HVAC Repair	12.11	13.45
13	Steam Plant Operator Steam Plant Operator/ Controls Tech.	12.38	13.76
14	Bus Driver/Heavy Equip. Opr./ Sr. Groundskeeper Heavy Equipment Operator - Jacobetti Center Heavy Equipment Operator/ Sr. Groundskeeper	12.66	14.07
15	Police Officer	13.69	15.21
16	HVAC Specialist Mechanic II	13.95	15.50
17	Police Specialist	14.43	16.03
18	Welder	14.74	16.38
19	Sr. Electrician	15.10	16.78

## SCHEDULE OF WAGE RATES - OCTOBER 1, 1996

Pay Grade	Classification	Probationary Rate	Working Rate
1	Police Trainee	\$ 7.12	\$ 7.91
2	Line Worker	8.08	8.98
3	Salad Maker	8.77	9.74
4	Banquet Attendant	8.83	9.81
	Coffee Shop Attendant		
	Utility Worker		
5	Tradeshelper	9.70	10.78
6	Cook	9.74	10.82
	Custodian		
	Presidential Housekeeper		
7	Custodial Leader	10.38	11.53
	Warehouse Attendant		
	Building Attendant		
	Building Attendant-Ice Arena		
8	Light Equipment Operator/ Groundskeeper	11.24	12.49
9	Tradesworker	11.53	12.81
10	Sr. Building Attendant	11.56	12.85
11	Mechanic I	11.72	13.02
12	Sr. Tradesworker	12.32	13.69
	Carpenter		
	Locksmith		
	Mason/Plasterer		
	Painter		
	Plumber/Pipefitter/ HVAC Repair		
13	Steam Plant Operator	12.60	14.00
	Steam Plant Operator/ Controls Tech.		
14	Bus Driver/Hvy. Equip. Opr./ Sr. Groundskeeper I	12.88	14.31
	Heavy Equipment Operator - Jacobetti Center		
	Heavy Equipment Operator/ Sr. Groundskeeper		
15	Police Officer	13.90	15.45
16	HVAC Specialist	14.17	15.74
	Mechanic II		
17	Police Specialist	14.64	16.27
18	Welder	14.96	16.62
19	Sr. Electrician	15.32	17.02

## SCHEDULE OF WAGE RATES - OCTOBER 1, 1997

<u>Pay Grade</u>	<u>Classification</u>	<u>Probationary Rate</u>	<u>Working Rate</u>
1	Police Trainee	\$ 7.23	\$ 8.03
2	Line Worker	8.20	9.11
3	Salad Maker	8.90	9.89
4	Banquet Attendant	8.96	9.96
	Coffee Shop Attendant		
	Utility Worker		
5	Tradeshelper	9.85	10.94
6	Cook	9.88	10.98
	Custodian		
	Presidential Housekeeper		
7	Custodial Leader	10.53	11.70
	Warehouse Attendant		
	Building Attendant		
	Building Attendant-Ice Arena		
8	Light Equipment Operator/ Groundskeeper	11.41	12.68
9	Tradesworker	11.70	13.00
10	Sr. Building Attendant	11.74	13.04
11	Mechanic I	11.90	13.22
12	Sr. Tradesworker	12.51	13.90
	Carpenter		
	Locksmith		
	Mason/Plasterer		
	Painter		
	Plumber/Pipefitter/ HVAC Repair		
13	Steam Plant Operator	12.79	14.21
	Steam Plant Operator/ Controls Tech.		
14	Bus Driver/Hvy. Equip. Opr./ Sr. Groundskeeper	13.07	14.52
	Heavy Equipment Operator- Jacobetti Center		
	Heavy Equipment Operator/ Sr. Groundskeeper		
15	Police Officer	14.11	15.68
16	HVAC Specialist	14.38	15.98
	Mechanic II		
17	Police Specialist	14.86	16.51
18	Welder	15.18	16.87
19	Sr. Electrician	15.55	17.28

## **APPENDIX B JOB DESCRIPTIONS**

All employees hired or promoted to a permanent position will be presented with a current job description by his immediate supervisor stating the normal duties and responsibilities of each position. When the University intends to make a revision in the text of any job description, the revision will be submitted to the Union for comment prior to implementation. The Union President will be contacted by the Personnel Department to pick up the revision and sign a form acknowledging receipt.

The maintenance job descriptions will be approved by the Director of Facilities, the *Director of Housing and Residence Life*, and the Director of Personnel.

The food service job descriptions will be approved by the Director of Food Services and the Director of Personnel.

The Public Safety and Police Services job descriptions will be approved by the Director of Public Safety and Police Services and the Director of Personnel.

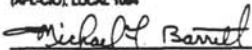
**MEMORANDUM OF UNDERSTANDING**  
**#1**  
**BETWEEN**  
**NORTHERN MICHIGAN UNIVERSITY**  
**AND**  
**AFSCME LOCAL 1094**  
**1995**  
**RE: RECOGNITION**

It is agreed and understood that Section 1 of our present Agreement pertaining to recognition states that:

"Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees; excluding (1) Employees regularly scheduled to work less than twenty (20) hours per week, (2) Clerical/Technical personnel, (3) Supervisory personnel, (4) Management personnel, (5) Administrative personnel, (6) Professional personnel, (7) Academic personnel, and (8) Student personnel."

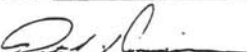
However, it is further understood that if any of the stated groups that are excluded should decide to unionize and are so ordered by the Michigan Employment Relations Commission, they may become members of Local 1094, American Federation of State, County and Municipal Employees.

COUNCIL NO. 25 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES' UNION  
(AFL-CIO), LOCAL 1094



Michael Barrett  
President

Dated: 5-31-96



Peter Dorsosme  
AFSCME Staff Representative  
Council No. 25

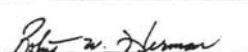
Dated: 6-10-96

ON BEHALF OF THE  
NORTHERN MICHIGAN University  
BOARD OF CONTROL



Michael J. Roy  
Vice President for Finance and Administration

Dated: 5-31-96



Robert W. Harman  
Director of Personnel

Dated: 6-3-96

**MEMORANDUM OF UNDERSTANDING  
#2  
BETWEEN  
NORTHERN MICHIGAN UNIVERSITY  
AND  
AFSCME - LOCAL 1094  
1995  
RE: SEASONAL WORK ADJUSTMENT**

The purpose and intent of this Memorandum of Understanding is to make every effort to provide full employment during temporary seasonal work reductions in the various departments. Therefore:

- A. Temporary positions in the departments that are expanding their work force will be posted for seven (7) calendar days in the department or departments that are reducing their work force and only the employees that face a temporary lay off in that department may bid on those jobs. Employees bidding on these temporary positions will be adjusted to the job as outlined under the provisions of the contract in Article 17, Promotions, Transfers, Job Postings, and Bidding Procedures, Section B.
  
- B. Employees adjusted to temporary positions will revert back to their regular classifications and shift when the temporary positions are eliminated, which normally occurs at the end of a seasonal work reduction.

**MEMORANDUM OF UNDERSTANDING #2  
BETWEEN NORTHERN MICHIGAN UNIVERSITY  
AND AFSCME - LOCAL 1094**

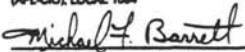
1995

**RE: SEASONAL WORK ADJUSTMENT**

Page 2

- C. Districts for the proposal of this Memorandum of Agreement are: Food Service, Skilled Trades, Public Safety and Police Services, Custodial/Housekeeping (including Building Attendants), Auxiliary Services; Custodial/Housekeeping, State Buildings.

COUNCIL NO. 25 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES' UNION  
(AFL-CIO), LOCAL 1094

  
\_\_\_\_\_  
Michael Barrett  
President

Dated: 5-31-96

  
\_\_\_\_\_  
Peter Dompierre  
AFSCME Staff Representative  
Council No. 25

Dated: 6-10-96

ON BEHALF OF THE  
NORTHERN MICHIGAN University  
BOARD OF CONTROL

  
\_\_\_\_\_  
Michael J. Roy  
Vice President for Finance and Administration

Dated: 5-31-96

  
\_\_\_\_\_  
Robert W. Herman  
Director of Personnel

Dated: 6-3-96



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