

6/30/88

7210

EMU & AFSCME

Eastern Michigan University

Agreement between Eastern Michigan University and Local Union 1666 affiliated with Council 25 of the American Federation of State, County and Municipal Employees and the AFL-CIO.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

JULY 7, 1985



agreement between
EASTERN MICHIGAN UNIVERSITY
and LOCAL UNION 1666 affiliated
with COUNCIL 25 of the AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES and the
AFL-CIO
July 7, 1985

TABLE OF CONTENTS — AFSCME LOCAL 1666

ARTICLE	PAGE
I AGREEMENT	1
II PURPOSE AND INTENT	1
III RECOGNITION	1
IV TEMPORARY EMPLOYEES	1
V AID TO OTHER UNIONS	2
VI UNION SECURITY	2
Union Membership/Service Fee Obligations	2
Check-Off Form	2
Deductions	2
Delivery of Executed Authorization of Check-Off Form	3
When Deductions Begin	3
Refunds	3
Remittance of Dues to Secretary-Treasurer	3
Termination of Check-Off	3
Disputes Concerning Check-Off	3
Limit of Employer's Liability	3
List of Members Paying Dues Directly	4
Disputes Concerning Membership	4
Notification to Union of Personnel Changes	4
Save Harmless	4
VII REPRESENTATION	4
Occupational/Representation Unit I	4
Occupational/Representation Unit II	5
Occupational/Representation Unit III	5
VIII UNION REPRESENTATIVES	5
Overtime Work for Stewards	5
List of Union Representatives	5
District Stewards	6
Chief Stewards	6
Local President	6
Abuse of Provision	6
Third Shift Exception	7
IX GRIEVANCE PROCEDURE	7
General Provisions	7
Step One	8
Step Two	8
Step Three, Appeal Board	9
Step Four, Arbitration	9
X SUSPENSION, DISCIPLINE OR DISCHARGE	10
Notice of Discharge, Suspension or Discipline	10
Appeal of Discipline	10
Appeal of a Discharge or Suspension	10
Use of Past Record	10

ARTICLE	PAGE
XI SENIORITY DEFINED AND ITS APPLICATIONS	10
Probationary Employees	11
Layoff and Recall	11
Exceptions to the Layoff and Recall Provisions	12
Transfers	13
Vacancies	13
Temporary Transfer	14
Loss of Seniority	14
Shift Preference	15
Seniority of Stewards, Chief Stewards and Union Officers	15
XII SICK LEAVE	16
XIII LEAVES OF ABSENCE	18
Personal Leave	18
Maternity Disability	18
Leave for Union Business	18
Union Educational Leave	18
Military Leave — Short Tours of Duty	18
Military Leave — Extended Service	18
Educational Leave of Absence for Veterans	19
XIV HOURS OF WORK, CALL-IN-PAY AND OVERTIME	19
Regular Hours	19
Workweek	19
Workday	19
Work Schedule	19
Continuous Operations	19
Rest Periods	20
Meal Periods	20
Clean-Up Time	20
Call-In-Pay	20
Overtime	20
XV SHIFT DIFFERENTIAL AND HOURS	21
Shift Hours	21
Shift Differential	21
XVI UNSCHEDULED CLOSEDOWNS	21
XVII RIGHTS OF THE EMPLOYER	22
XVIII STRIKES AND LOCKOUTS	22
XIX UNION BULLETIN BOARDS	23
XX APPRENTICESHIP PROGRAM	23
XXI NEW JOBS	23
XXII WORK OF SUPERVISORS AND FOREMEN	23
XXIII EQUALIZATION OF OVERTIME	24
XXIV RULES, POLICIES, REGULATIONS AND REQUIREMENTS	24
XXV JURY DUTY	25
XXVI MEDICAL DISPUTE	25
XXVII STUDENT EMPLOYEES	25
XXVIII COMPENSATION	25
Wage Adjustments	25

ARTICLE	PAGE
XXIX VACATION	26
XXX HOLIDAYS	27
XXXI LONGEVITY PAY	28
XXXII HOSPITALIZATION/MEDICAL COVERAGE	29
XXXIII LIFE INSURANCE	30
XXXIV DENTAL INSURANCE	31
XXXV ACCIDENT AND SICKNESS INSURANCE	32
XXXVI RETIREMENT BENEFITS	33
XXXVII BEREAVEMENT LEAVE	33
XXXVIII UNIFORMS	34
XXXIX SPECIAL CONFERENCES	34
XL SUB-CONTRACTING	34
XLI MISCELLANEOUS	34
He/She Definition	34
Safety Shoe Allowance	35
Tuition Assistance Program	35
Service Parking Permit for Local President	37
Union Meetings	37
Mail	37
XLII SCOPE OF AGREEMENT	37
XLIII DURATION AND AMENDMENT	38
APPENDIX A — GROUP LIFE INSURANCE	39
APPENDIX B, C and D — WAGE RATES	40
APPENDIX E — LETTER OF AGREEMENT — LOCAL PRESIDENT'S RELEASE TIME	43
APPENDIX F — LETTER OF AGREEMENT — BARGAINING HISTORY	44
APPENDIX G — LETTER OF AGREEMENT — GROUNDS MOVING CREW	45
APPENDIX H — LETTER OF AGREEMENT — FLOATERS	46
APPENDIX I — LETTER OF AGREEMENT — UNION SECURITY	47
APPENDIX J — LETTER OF AGREEMENT — EXECUTING LETTERS	48
APPENDIX K — LETTER OF AGREEMENT — ATTENDANCE AND TARDINESS	49
APPENDIX L — LETTER OF AGREEMENT — MANDATORY SECOND OPINION (MSO) RIDER	50
APPENDIX M — LETTER OF AGREEMENT — SPRING/SUMMER JOB OPPORTUNITIES FOR RELEASED FOOD SERVICE EMPLOYEES	51
APPENDIX N — LETTER OF AGREEMENT — CLASSIFICATION STUDIES	53
APPENDIX O — LETTER OF AGREEMENT — ARBITRATION OF TERMINATION GRIEVANCES	54
APPENDIX P — LETTER OF AGREEMENT — PAST LETTERS OF AGREEMENT	55
INDEX	56

ARTICLE I AGREEMENT

This Agreement is made and entered into this 7th day of July, 1985 by and between Eastern Michigan University, hereinafter referred to as the EMPLOYER, and Local Union 1666 affiliated with Council 25 of the American Federation of State, County and Municipal Employees and the AFL-CIO hereinafter referred to as the UNION.

ARTICLE II PURPOSE AND INTENT

- 2 The Employer and the Union recognize their responsibilities under federal, state, and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of civil rights.
- 3 The parties each agree that there shall be no discrimination because of race, creed, sex, color, nationality, or political belief, or for participation in or affiliation with any labor organization.
- 4 In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the Employer and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.
- 5 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 and the Union.
- 6 The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

ARTICLE III RECOGNITION

- 7 The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and all other conditions of employment for all regular employees of the Employer included in the bargaining units described as follows:
 - All regular full and part time employees with "M" classifications excluding supervisors, police officers, and student employees.
 - All regular full and part time employees with "F" classifications excluding supervisors and student employees.

ARTICLE IV TEMPORARY EMPLOYEES

- 8 Temporary employees shall not be permitted to work beyond ninety (90) actual workdays in any six (6) month period, unless that temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave of absence.

ARTICLE V AID TO OTHER UNIONS

- 9 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.

ARTICLE VI UNION SECURITY

UNION MEMBERSHIP/SERVICE FEE OBLIGATIONS

- 10 As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall tender the initiation fee and become members of the Union or shall pay a service fee in an amount equal to dues uniformly required for membership as set forth in the constitution of the International Union on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later, and shall continue such membership, or pay such service fees, as a condition of continued employment.
- 11 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 or such service fees required by paragraph 10 above, shall be deemed to meet the conditions of this section.
- 12 Employees shall be deemed to be in compliance within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of such membership dues or service fees.
- 13 The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues or service fees.

CHECK-OFF FORM

- 14 During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a service fee equal to the amount of Union dues, from the pay of each employee who executes or has executed the Authorization Form.
- 15 Employees may have their monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union. Employees on Check-Off may have the Check-Off cancelled as provided in the Agreement and pay dues directly to the Union.

DEDUCTIONS

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

DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM

- 17 A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Council 25 Secretary-Treasurer by the Employer.

WHEN DEDUCTIONS BEGIN

- 18 Check-Off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and shall be deducted within three (3) weeks following the week it is submitted, and biweekly thereafter from the first (1st) and third (3rd) pays of each month.

REFUNDS

- 19 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by Council 25.

REMITTANCE OF DUES TO SECRETARY-TREASURER

- 20 Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council 25 as soon as possible after the first (1st) pay of that month. The Employer shall furnish the designated financial officer of Council 25 monthly, with a list of those for whom the Union has submitted signed Authorization Forms, but for whom no deductions have been made. Copies of each report the Secretary-Treasurer of Council 25 shall be sent at the same time to the Local Union.

TERMINATION OF CHECK-OFF

- 21 An employee shall cease to be subject to Check-Off deductions beginning with the second (2nd) week following the week in which he is no longer a member of the bargaining unit. Council 25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

DISPUTES CONCERNING CHECK-OFF

- 22 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 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 the Appeal Board 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.

LIMIT OF EMPLOYER'S LIABILITY

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

LIST OF MEMBERS PAYING DUES DIRECTLY

- 24 The Local Union will furnish the Employer within fifteen (15) days after the effective date of this Agreement the names of all members covered by this Agreement that are paying dues directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

DISPUTES CONCERNING MEMBERSHIP

- 25 Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

NOTIFICATION TO UNION OF PERSONNEL CHANGES

- 26 It shall be the duty of the Employer to notify the Union within ten (10) days following each pay period of any hired, rehired, reinstated or transferred employee into the bargaining unit. This notification will include the name, address, date of hire, classification and title of the new employee. The Employer will also notify the Union of employees who terminated from the bargaining unit.

SAVE HARMLESS

- 27 The Union shall indemnify and save the Employer from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE VII REPRESENTATION

- 28 The Union and the Employer shall jointly determine the number of representation districts in the bargaining unit. The Employer and the Union shall redistrict the unit from time to time by agreement.
- 29 It is mutually recognized that the establishment of districts for the purpose of proper employee representation will be based upon geographic location of employees, departmental organization, size of the work force and shift. Any disputes over this article shall be a proper matter for the Grievance Procedure commencing at the second (2nd) step.
- 30 The following are the current occupational/representation units and districts:
- 31 Occupational/Representation Unit I (Skilled Trades/Maintenance)
1. Carpenters
 2. Plumbers
 3. Painters
 4. Electricians
 5. University Stores
 6. Transportation and Garage
 7. Heating Plant
 8. Grounds and Intercollegiate Athletics
 9. Audio Visual
 10. Industrial Education
 11. McKenny Game Room
 12. Bookstore

32 Occupational/Representation Unit II (Maintenance)

1. McKenny/Hoyt Maintenance
2. Physical Plant and Special Projects Crew
3. Library
4. Hoover, Rackham, Sherzer, King and Goodison
5. Pease
6. Sill Hall and President's House
7. Strong, Jefferson and Briggs
8. Starkweather, Boone, Pierce, Ford and Roosevelt, Business and Finance Building
9. Pray-Harrod, Quirk and Alexander Music Building
10. Bowen, Warner, Olds/IM Facility, Health Center and Police Station
11. Floater Crew #1 (Tuesday-Saturday)
12. Floater Crew #2 (Monday-Friday)
13. Jones-Goddard and Brown-Munson
14. Dorm Complex #1
15. Dorm Complex #2
16. Dorm Complex #3

33 Occupational/Representation Unit III (Food Service)

1. McKenny/Hoyt Food Service
2. Dining Commons #1
3. Dining Commons #2
4. Ingredient and Pastry Crew

34 Employees in each district shall be represented by one (1) District Steward or, when unavailable, an Alternate Steward who shall be seniority employees working in the district.

35 Employees in each occupational/representation unit shall be represented by a Chief Steward or, when unavailable, an Alternate Chief Steward who shall be seniority employees working in the respective occupational/representation units.

ARTICLE VIII UNION REPRESENTATIVES

OVERTIME WORK FOR STEWARDS

36 During scheduled overtime periods involving three (3) or more employees in the same district, the District Steward, or Alternate District Steward if the District Steward is not available, shall be notified and scheduled to work as one (1) of the three (3) or more employees, provided, however, that the District Steward or Alternate District Steward is capable of performing the work so scheduled by the Employer. Any wage rate adjustments necessitated pursuant to this provision shall be in accordance with the temporary transfer provisions of this Agreement.

LIST OF UNION REPRESENTATIVES

37 The Union will furnish the Employer's Staff and Union Relations Office with a written listing of the names of its authorized representatives and members of its grievance committee and notify the Employer in the same manner when changes in these personnel are made 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's Staff and Union Relations Office shall likewise keep the Union advised as to its representatives.

DISTRICT STEWARDS

- 38 Upon request of an employee, the District Steward, or if unavailable, the Alternate District Steward, may, in accordance with the terms of the grievance procedure, leave his/her job during normal working hours without loss of time or pay to discuss a grievance from within his/her own district with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time for the District Steward to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of District 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 legitimate grievances and will not be abused and, further, that the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as herein provided.

CHIEF STEWARDS

- 39 If a grievance is not resolved at Step One the Chief Steward, or if unavailable, the Alternate Chief Steward, may, in accordance with the terms of the grievance procedure, leave his/her job during normal working hours without loss of time or pay to discuss a grievance from within his/her own occupational/representation unit with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time to the Chief Steward to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of Chief 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 legitimate grievances and will not be abused and, further, that the Chief Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as herein provided.

LOCAL PRESIDENT

- 40 The Local President, or if unavailable, his/her authorized representative, shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from the Supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time to the Local President or his/her representative to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of the Local President or his/her representative leaving his/her 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 legitimate grievances and will not be abused and further, that the Local President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as herein provided.

ABUSE OF PROVISION

- 41 Alleged abuses by either party of this provision may be considered as a proper subject for special conference.

THIRD SHIFT EXCEPTION

- 42 The Union may appoint one steward, who is a District Steward working on the third shift, as the shift steward who may represent an employee in a district where a steward or alternate is not available, provided that a person shall not be appointed as such a steward if his/her absence would leave the building unattended or if such person works in the Heating Plant.

ARTICLE IX GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 43 1. Grievances within the meaning of the grievance and arbitration provisions of this Agreement shall consist only of disputes arising under and during the life of this Agreement and which pertain to the interpretation, application and alleged violation of the Agreement's express written terms and conditions.
- 44 2. A written grievance shall include the following information:
- 45 a. It shall be signed by the grievant(s) and appropriate Union Representative(s).
- 46 b. It shall contain a statement of the grievance.
- 47 c. It shall cite the specific clause(s) of the Agreement alleged to have been violated.
- 48 d. It shall contain a summary of the facts relating to the alleged violation, including a statement of what the grievant believes to have occurred, the date, time and place of the violation.
- 49 e. It shall specify the relief requested.
- 50 3. No matter shall be subject to the Grievance Procedure unless it is presented in writing by the Union within twelve (12) workdays of the date the employee or the Union became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time the grievance is barred.
- 51 4. If the Union fails to appeal a Step II or Step III answer in writing within the time provided in the Grievance Procedure, or any mutually agreed extension of such time, the Employer's Step II or Step III answer shall be considered final.
- 52 5. If the Employer fails to answer the grievance, in writing, within the time provided in the Grievance Procedure, or any mutually agreed extension of such time, the grievance shall be advanced to the next step of the Grievance Procedure.
- 53 6. If the Employer fails to schedule a meeting within the prescribed time limits, unless the time limits are extended by mutual agreement of the parties, the grievance shall be advanced to the next step of the Grievance Procedure.
- 54 7. A grievance maybe withdrawn without prejudice and, if so withdrawn, shall not be considered in connection with any future grievance provided, however, after a grievance has been referred to the Step III Appeal Board level such grievance may not be withdrawn except by mutual agreement of the parties.

- 55 8. If a grievance involves more than one (1) employee, or the Union
or Employer believe the processing of a grievance through Step I
of the Grievance Procedure to be clearly inappropriate, either party
may submit a request to the other party to process the grievance
commencing at Step II of the Grievance Procedure and, by mutual
agreement, the grievance may be so processed.
- 56 9. Where one (1) or more grievances involve a similar issue, those
grievances may be held pending the disposition of the appeal of a
representative case which shall control the result of all such cases.
- 57 10. The Arbitration provisions of this Agreement are expressly and ex-
clusively reserved to the Union and the Employer. No employee or
group of employees shall have the right to appeal or process a
grievance to the Step IV, Arbitration level of the Grievance
Procedure.
- 58 11. The resolution of a grievance at Step I, II, or III shall not add to,
subtract from or modify the terms of this Agreement unless done
so in writing and approved by the Executive Director of Human
Resources and the Local President. Any agreement reached between
the Employer and the Union shall be binding upon the Union and
its members, the Employer and affected employees.
- 59 12. For purposes of computing workdays pursuant to this Article, Satur-
days, Sundays and holidays shall be excluded.

B. PROCEDURE

STEP 1

- 60 1. An employee or group of employees having a grievance in connec-
tion with his or their employment shall first discuss and try to resolve
the matter informally with the Employer's Step I Representative.
If the matter is not thereby resolved, the employee may request the
Employer's Step I Representative to schedule a meeting at which
the employee, the Employer's Step I Representative and the
employee's District Steward may further review the matter. If the
matter remains unresolved after such meeting, the District Steward
may then refer the matter to the appropriate Chief Steward who may,
within twelve (12) workdays of the occurrence that gave rise to the
grievance, reduce the grievance to writing on forms provided by the
Employer and submit the grievance to the Employer's Staff and
Union Relations Office.

STEP II

- 61 1. Within ten (10) workdays after receipt of the written grievance by
the Employer's Staff and Union Relations Office, or such further
time as is mutually agreed upon, a representative of the Staff and
Union Relations Office shall schedule a meeting with the Local Presi-
dent, the Chief Steward, the Grievant, and the Employer's Step I
and II Representatives. The Local President, the Chief Steward and
Grievant shall be allowed to meet, at the discretion of the Union,
said discretion not to be abused, for a period not to exceed fifteen
(15) minutes immediately prior to the scheduled Step II meeting solely
for the purpose of discussing the grievance.
- 62 2. Within ten (10) workdays after the Step II meeting, the Employer's
Representative shall give the Local President a written answer to
the grievance with a copy to the Chief Steward.

STEP III, Appeal Board

- 63 1. If the Grievance remains unresolved after Step II the Local President may, within ten (10) workdays after receipt of the Employer's Step II answer, refer the grievance, in writing, to the Appeal Board. The Appeal Board shall consist of two (2) Employer representatives, at least one (1) of whom shall be a representative of the Employer's Staff and Union Relations Office, and two (2) Union representatives, and at least one (1) of whom shall be a representative of Council 25 or the International Union.
- 64 2. Within fifteen (15) workdays after receipt of the Step III referral, or such further time as it mutually agreed upon, the Appeal Board shall meet to further consider the grievance.
- 65 3. If the grievance is resolved to the satisfaction of the Employer and the Union at the Appeal Board meeting, the resolution of the grievance will be reduced to writing and signed by the Employer and the Union. The signed agreement will be final and binding upon the Employer, the Union and its members, and the employee or employees involved.

STEP IV, Arbitration

- 66 1. Except for grievances subject to the provisions of Appendix O, if the grievance is not resolved at the Step III Appeal Board meeting the Union may, within thirty (30) calendar days after said meeting, file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration to the American Arbitration Association shall be written, with concurrent notification thereof to the Employer's Executive Director of Human Resources. Notification to the Executive Director of Human Resources shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the Employer's Executive Director of Human Resources and the American Arbitration Association within the time limits set forth above, or any mutually agreed extension of such time, the grievance is barred from Arbitration and the Employer's Step II disposition of the grievance shall be final.
- 67 2. Except as might otherwise be agreed in writing between the parties, the grievance will be arbitrated in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association.
- 68 3. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.
- 69 4. In the event of Arbitration, the fees and approved expenses of the Arbitrator will be paid by the parties equally. The Employer shall be responsible for compensating its own representatives and witnesses, and shall provide the Local President release time to attend Arbitration hearings. The Union shall be responsible for compensating all its other representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority

established by this Agreement, shall be final and binding upon the Employer, the Union and its members, and the employee or employees involved. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members, in any appeal to a court or labor board from a decision of any arbitrator.

ARTICLE X SUSPENSION, DISCIPLINE OR DISCHARGE

NOTICE OF DISCHARGE, SUSPENSION OR DISCIPLINE

- 70 The Employer agrees upon the discharge, suspension, or discipline of an employee, to promptly provide written notification to the employee's Chief Steward, or if unavailable, his/her designee, of the discharge, suspension or discipline and provide a copy for the Local President.
- 71 A discharged or suspended employee will be allowed to discuss his discharge or suspension with the Chief Steward, or if unavailable, his/her designee, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange for a meeting to be held with the discharged or suspended employee and his Chief Steward.

APPEAL OF DISCIPLINE

- 72 Should an employee who receives a written reprimand consider the discipline to be improper, a grievance may be presented at the first step of the grievance procedure to the Employer's Step 1 Representative.

APPEAL OF A DISCHARGE OR SUSPENSION

- 73 Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be presented in writing by the Chief Steward or the Local President, or if unavailable their designees, to the Staff and Union Relations Office at the Second Step of the Grievance procedure within five (5) workdays of the suspension or discharge.

USE OF PAST RECORD

- 74 In imposing any discipline on a current charge the Employer will not take into account any prior minor infractions of which the Employer had knowledge that occurred more than one (1) year previously, or major infraction, that occurred more than two (2) years previously.

ARTICLE XI SENIORITY DEFINED AND ITS APPLICATIONS

- 75 Seniority shall be on a bargaining unit-wide basis in accordance with the employee's most recent date of hire as a regular employee. If initially employed as a temporary employee, an employee's seniority shall date from his/her most recent date of hire as a regular employee. No time shall be deducted from an employee's seniority due to absences occasioned by Employer approved leaves of absence, approved vacation, and Employer approved sick or accident leaves. Unit-wide seniority and bargaining unit-wide seniority are synonymous.

76 Within twenty (20) calendar days after the date of the execution of this Agreement, the Employer will post a unit-wide seniority list on the appropriate bulletin boards. The Employer will also furnish the Local Union and the Chief Stewards with copies of such lists. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards, and copies to the Local Union and Chief Stewards at three (3) month intervals following the initial posting.

77 The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their most recent hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. The same procedure shall be followed with respect to their first name. Where employees have the same name and the same hiring date, they shall appear on the seniority list in order of the last four digits of their social security number, highest first. The seniority list shall also show the classification, pay grade and department of each listed employee.

PROBATIONARY EMPLOYEES

78 New employees shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall have seniority within his/her occupation from his/her date of hire. There shall be no seniority among probationary employees.

79 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; but a probationary employee may be discharged or disciplined for any reason deemed proper by the Employer without recourse to the grievance procedure.

LAYOFF AND RECALL

80 Except for decreases in the labor force as set forth in paragraphs 96-99, when there is a decrease in the work force, temporary employees, then probationary employees in affected classifications will be laid off provided the seniority employees can perform the available work. Thereafter, affected seniority employees must exercise their seniority according to the following order, except as hereinafter provided:

- 81 (a) To transfer into a job vacancy, if any, in the same classification and pay grade within the occupational unit;
- 82 (b) To replace the least senior employee in the same classification and pay grade within the occupational unit;
- 83 (c) To replace the employee with the least seniority within his/her pay grade and within his/her occupational unit;
- 84 (d) To transfer into a job vacancy, if any, in the next lower pay grade within his/her occupational unit;
- 85 (e) If no such vacancy exists, to displace the employee in his/her occupational unit with the least seniority in the next lowest pay grade, where there is a less senior employee;
- 86 (f) To transfer into a vacancy, if any, in another occupational unit in

a classification which does not have a rate higher than the rate of the classification of the displaced employee exercising his/her seniority;

- 87 (g) To displace the employee, if any, with the least seniority in another occupational unit in a classification which does not have a higher rate than the rate of the classification of the displaced employee exercising his/her seniority provided that if there is none, an employee may displace the least senior employee in the lowest pay grade within such occupational unit;
- 88 (h) Be laid off.
- 89 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work before new employees are hired. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher rated job and is able to do the work.
- 90 Any employee who is recalled from a layoff shall be restored his/her seniority including that which he/she otherwise would have acquired during the period of his/her layoff.
- 91 Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall he/she shall be considered a quit. Extension may be granted by the Employer in proper cases.
- 92 Any employee exercising his/her seniority under the Layoff or Recall procedures provided above must possess the necessary qualifications for the position of the employee he/she is displacing or the vacant position; such employee may be disqualified from performing such work if it is determined by the Employer during the first twenty (20) days the employee has actually worked in the job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein may then exercise his/her seniority rights under paragraphs 80-87 above, and the employee displaced will be returned to the job.
- 93 In applying the procedure set forth above, in no case shall a displaced employee replace an employee who has greater bargaining unit seniority.
- 94 Employees to be laid off for an indefinite period of time (not including regular scheduled closeds based upon the Employer's calendar) shall have at least seven (7) calendar days notice of layoff. The Local Union secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- 95 For purposes of this section, occupational units shall be designated as Food Service, Maintenance, and Skilled Trades-Maintenance.

EXCEPTIONS TO THE LAYOFF AND RECALL PROVISIONS:

- 96 (a) The layoff procedure provided herein shall not be applicable to Food Service Employees laid off during scheduled closeds based upon the Employer's calendar (including but not limited to Christmas and Winter recess, and Spring and Summer sessions). During such closedown periods as described above, Food Service Employees will be assigned work within their Food Service District, within their

classification and pay grade by seniority. For purposes of this provision only, Dining Commons I, Dining Commons II and the Ingredient and Pastry Crew shall be considered as a single district.

- 97 (b) Food Service Employees who are laid off or transferred as a result of regular scheduled closedowns during the Spring or Summer sessions shall be returned to their regular jobs at the beginning of the following academic year, providing such jobs are available.
- 98 (c) Food Service employees not scheduled to work in Food Service during such scheduled closedowns as defined in paragraph 96 above will be offered available opportunities to work in other departments in bargaining unit jobs for which they qualify. Such work opportunities shall be offered to Food Service employees in order of their seniority. Food Service employees assigned to such work will receive the rate of the job.
- 99 (d) The Layoff and Recall of laid off employees for temporary assignments shall not be subject to the Layoff and Recall provisions of the contract.

TRANSFERS

- 100 If an employee with seniority is transferred to another job classification or department, his/her unit-wide seniority will be carried with him/her as long as the employee remains within the bargaining unit.
- 101 If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position in the bargaining unit, he/she shall not be credited with seniority for purposes of layoff, recall, and promotions for the period of time he/she was in a position not included in the unit, but shall be credited with seniority for such period for purposes of determining his/her wage rate and his/her eligibility for benefits such as vacation, holidays, sick leave and longevity.
- 102 If and when a department which has been operated at one location is divided so as to work at or out of two (2) or more locations for a period of more than seven (7) days, employees whose jobs are affected will be given the choice of department location on the basis of occupation seniority.
- 103 The Employer agrees that in any permanent movement of work not covered in paragraphs 101 & 102 above, he/she will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

VACANCIES

- 104 Bargaining unit position vacancies shall be posted for a period of seven (7) calendar days in a conspicuous place within the working areas of the unit. The job postings will consist of the position classification, pay grade, department, location, rate of pay, and work shift. The Employer may temporarily fill the position vacancy during such posting.
- 105 The Employer will make promotions within the bargaining unit available on a seniority basis to its employees who possess the necessary qualifications for the position under consideration.
- 106 Employees desiring consideration for posted positions shall complete the appropriate application/bid form available in the Employer's Personnel Services Office. The completed application/bid form must be submitted to the

department in which the posted position exists on or before 5:00 p.m. of the seventh (7th) calendar day after the position posting. The Employer will not be obligated to accept or otherwise consider a request for promotion or vacancy from an employee who has not completed and submitted the appropriate application/bid form on or before 5:00 p.m. of the seventh (7th) calendar day of the position posting.

- 107 Unsuccessful bidders shall be notified in writing of the final disposition of their application/bid for promotion or vacancy. If in awarding a promotion it should become necessary to bypass an employee's seniority, the reasons for said action shall be given in writing to such employee with a copy to the Steward of the District.
- 108 The successful bidder shall be transferred to the posted position within two (2) weeks after he/she is formally notified by the Employer of his/her appointment, provided a replacement is available.
- 109 At any time during the first twenty (20) days that an employee has actually worked in the new position after the promotion, the employee may revert back to his/her former position if (a) he/she does not possess the ability to perform the duties of the new position, or (b) he/she does not desire to remain in the new position. If during said twenty (20) day period, the Employer determines that the employee is unsatisfactory in the new position he/she shall be transferred back to his/her former position with reasons for the transfer submitted by the Employer in writing to the employee and the Steward of the District. The matter may then become a proper subject for the grievance procedure.
- 110 When an employee returns to his/her former position pursuant to the above, the Employer may fill the vacated position utilizing any application received through or subsequent to the original posting period.
- 111 Any new or current employee who is awarded and accepts a position for which he/she has applied or bid shall be barred from applying or bidding on any future vacancy for a period of six (6) months, except where the employee desires consideration for a vacancy with a higher rate of pay.
- 112 During the period he/she is performing the work, an employee will receive the rate of the job he/she is performing.

TEMPORARY TRANSFER

- 113 If an employee is temporarily assigned to another classification for four (4) or more hours during a workday, he/she shall be paid the rate of such temporary classification or his/her regular rate, whichever is higher, for all hours worked in that day.

LOSS OF SENIORITY

- 114 An employee shall lose his/her seniority for the following reasons:
 - 115 (a) He/she quits.
 - 116 (b) He/she is discharged and the discharge is not reversed through the grievance procedure.
 - 117 (c) He/she retires or receives a pension under the Pension Plan of this Agreement. If he/she receives a pension for permanent total disability and is reemployed, his/her seniority including that which he/she otherwise would have acquired during the period of his/her disability shall be restored.

- 118 (d) He/she is absent from his/her job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- 119 (e) If he/she does not return to work within five (5) working days when recalled from layoff. In proper cases, exceptions shall be made; provided, however, an employee who cannot return to work at the time of recall from layoff shall promptly notify the Employer.
- 120 (f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
- 121 (g) If laid off for a period of twenty-four (24) months or more.
- 122 (h) Any dispute concerning this section will be a proper subject for the grievance procedure by the filing of a grievance signed by the employee with the University Step Two Representative.

SHIFT PREFERENCE

- 123 Shift preference will be granted on the basis of seniority within classification and department. Upon receipt of a written request from a seniority employee to the department head, such employee shall replace the least senior employee within their classification and department on the desired shift within twenty (20) working days, provided the affected employees can perform the work. After exercising such shift preference, such an employee may not change shifts again for a period of one (1) year.

SENIORITY OF STEWARDS, CHIEF STEWARDS AND UNION OFFICERS

- 124 Notwithstanding their positions on the seniority list, Stewards of the Local Union shall in the event of a layoff or transfer be continued at work as long as there is a job within their district which they are capable of performing and shall be recalled to work in the event of layoff to the first (1st) open job in their district which they are capable of performing.
- 125 Notwithstanding their position on the seniority list, Chief Stewards of the Local Union who shall be seniority employees working in the bargaining unit, shall in the event of a layoff of any type be continued to work as long as there is a job within their occupational/representation unit which they are capable of performing and shall be recalled to work in the event of layoff to the first (1st) open job in their occupational/representation unit which they are capable of performing.
- 126 Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and Recording Secretary of the local union, who shall be seniority employees working in the bargaining unit, shall in the event of a layoff of any type be continued to work as long as there is a job within their bargaining unit which they are capable of performing provided such individuals have direct responsibility for the administration of the contract, and shall be recalled to work in the event of layoff to the first (1st) open job in their bargaining unit which they are capable of performing.
- 127 Notwithstanding their position on the seniority list, for the purposes of this Provision the Local President shall be given preference over the Vice President, Financial Secretary, Recording Secretary, Chief Stewards and Stewards; the Vice President over the Financial Secretary, Recording Secretary, Chief

Stewards and Stewards; the Financial Secretary over the Recording Secretary, Chief Stewards and Stewards; the Recording Secretary over the Chief Stewards and Stewards; and Chief Stewards over Stewards provided such individuals have direct responsibility for the administration of the contract. This provision does not apply to any other bargaining unit employees.

- 128 The right of the Employer to transfer or reassign an employee within the provisions of this Agreement will not be affected by the fact that the employee is a Steward, Chief Steward or any other officer of the Union, except as otherwise limited by this Agreement.

ARTICLE XII SICK LEAVE

- 129 Employees shall be eligible for sick leave in accordance with the provisions of this Article after completion of ninety (90) calendar days of employment.
- 130 A regular full-time employee shall accrue sick leave benefits on the basis of two (2) hours for each completed one (1) week of continuous service, up to a maximum of 1,600 hours, provided that at no time shall the accumulation for any one (1) calendar year exceed one hundred and four (104) hours, or the total accumulation exceed sixteen hundred (1,600) hours.
- 131 A regular part-time employee shall accrue prorated sick leave benefits for every one (1) week of continuous service. The number of hours of sick leave time accrued by a part-time employee during each such one (1) week period shall be determined as follows:

Number of hours regularly scheduled to work during a normal one (1) week period	x 2.0 =	Hours of sick leave accrued during the one (1) week period
40		

- 132 For purposes of this Article, a one (1) week period of continuous service is deemed to be any one (1) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days, or paid holidays) more than fifty (50) percent of his or her regularly scheduled workdays based on the Employer's payroll system. Employees on leave of absence without pay will not receive sick leave credit during such leave.
- 133 For purposes of this section, workday shall be interpreted to mean any day of the week, provided such day is a scheduled workday for the employee. A workweek shall be interpreted to mean any five (5) days of a regular week.
- 134 When an employee who has been separated from the Employer returns, his/her previous unused sick leave allowance shall be placed to his credit.
- 135 All Employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of workdays in such month for which they are scheduled to receive remuneration.
- 136 An employee may not use sick leave and concurrently receive benefits from an Employer authorized disability insurance plan.
- 137 All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his/her department absorbs the work or the Employer provides a substitute. Absences chargeable to sick leave for any other reasons will be considered on the basis of merit by the Executive Director of Human Resources or his designee.

- 138 If an employee elects to use his/her sick leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receive his/her regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his/her regular earnings and his/her compensation benefits for each pay period.
- 139 Each employee, upon returning to work after any absence which is chargeable to sick leave benefits (except for those absences which would be considered personal business days as hereinafter provided for in this provision), may be required to file with the Staff Benefits Office an appropriate physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 140 The Employer may require an appropriate physician's statement in support of a request for a leave or to certify an employee's ability to return to work following a leave of absence due to illness or injury.
- 141 Whenever an employee has used up all of his/her sick leave credit he/she will be removed from the payroll until he/she reports back to duty. An employee unable to work because of sickness or injury will, upon request, be placed on Personal Leave of Absence after exhausting all rights to paid sick leave. The Employer may require a statement from the employee's doctor if such leave extends for more than five (5) days.
- 142 An employee who separates from school service for retirement purposes in accordance with the provisions of the Michigan Public School Employees Retirement Fund [and with ten (10) years of service at Eastern Michigan University and who is over age fifty (50) on his/her date of separation] shall be paid for fifty (50) percent of his/her unused sick leave as of the effective date of the separation. Such payments are to be made at the employee's rate of pay at the date of separation.
- 143 In case of the death of an employee, payment of fifty (50) percent of his/her unused sick leave shall be made to his/her beneficiary or estate. Such payments will be made at his/her regular rate of pay as of the date of death.
- 144 Sick leave utilized by an employee for illness or injury of a member of his/her immediate family shall be based on the merit of the case and limited by the following provisions:
- 145 (a) Such use will be limited to sixteen (16) hours for any particular incident of illness or injury and to a maximum of forty-eight (48) hours in any fiscal year.
- 146 (b) "Immediate family" for the purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, father-in-law, and grandchildren and grandparents who are legal dependents of the employee residing in the employee's domicile.
- 147 Requests for the above shall be routed through normal administrative channels and be decided by the Executive Director of Human Resources or his designee.
- 148 The sick leave record shall be credited with earned sick leave weekly and debited periodically as such leave benefits are used.

- 149 Upon twenty-four (24) hour advance approval of their immediate supervisor, employees may use up to four (4) earned sick leave days each fiscal year for personal business.

ARTICLE XIII LEAVES OF ABSENCE

PERSONAL LEAVE

- 150 Leave of Absence up to three (3) months (without pay) may be granted by the Director of Personnel Services or his/her designee in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for valid personal reasons but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the Employer for additional periods not exceeding three (3) months, but the total leave time shall not exceed one (1) year. Seniority shall accumulate during such leave.

MATERNITY DISABILITY

- 151 Seniority employees unable to work because of maternity disability will be placed on leave of absence under the Sick Leave or Personal Leave Provisions and will be permitted a leave only as long as the employee is disabled. An appropriate physician's statement may be required by the Employer in support of a request for leave of absence, or failure to return from a leave of absence.

LEAVE FOR UNION BUSINESS

- 152 Members of the Union elected to Local Union Office, or selected by the Union to do full-time Union work shall at the written request of the Union, given not less than ten (10) working days in advance, receive a leave of absence without pay and without accumulation of seniority for a period not to exceed two (2) years or the term of office, whichever may be shorter. Such leave shall be renewed on request of the Union. On conclusion of the leave, the employee shall return to the bargaining unit in the same classification with the seniority held at the time of commencement of the leave.

UNION EDUCATIONAL LEAVE

- 153 Leave of absence (without loss of straight-time pay) will be granted upon five (5) days written notice to those educational institutes conducted by the Union. The number will not exceed two (2) employees and the number of working days will not exceed four (4) for each employee in any one (1) calendar year.

MILITARY LEAVE—SHORT TOURS OF DUTY

- 154 Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his/her military pay is less. If the employee takes military leave during his/her vacation he/she will receive full pay.

MILITARY LEAVE—EXTENDED SERVICE

- 155 Upon application, a military leave of absence (without pay) will be granted to employees on the seniority list. This applies to employees who are inducted through membership in the National Guard or reserve component into the

Armed Forces of the United States. Seniority shall accumulate during such leave.

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- 156 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 then in effect. Seniority shall not accumulate during such leaves.

ARTICLE XIV HOURS OF WORK, CALL-IN-PAY AND OVERTIME

REGULAR HOURS

- 157 The regular hours of work each day shall be consecutive, except for interruptions for lunch and rest periods.

WORKWEEK

- 158 The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations.

WORKDAY

- 159 Eight (8) consecutive hours of work within the 24-hour period beginning not earlier than 5 a.m. shall normally constitute the regular workday except for employees scheduled to work less than eight (8) hours per day.

WORK SCHEDULE

- 160 Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed except after discussion with the Union at least three (3) days prior to the effective date of the proposed change. Any employee who complains of personal discrimination shall have recourse through the grievance procedure.

- 161 Notification and discussion for the purpose of this provision shall be as follows:

- 162 (a) Changes which affect a single district—District Steward.
163 (b) Changes which affect two (2) or more districts in an occupational/representation unit—Chief Steward of such unit.
164 (c) Changes which affect two (2) or more occupational/representation units—Local President or his designee.

CONTINUOUS OPERATIONS

- 165 Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or six (6) or seven (7) days a week.
- 166 Employees engaged in continuous operations (i.e. the Heating Plant) shall not leave their work station until such time as relief arrives, subject to the limitation that such employees shall not be required to remain on the job longer than four (4) hours beyond an assigned shift.

REST PERIODS

- 167 The work schedules of all employees shall provide for a fifteen (15) minute rest period during each one-half (½) shift. The rest periods of employees other than bus drivers shall be scheduled at the middle of each one-half (½) shift whenever this is feasible. The rest periods of bus drivers shall be taken as trip schedules permit. Employees who for any reason are scheduled to work for more than one (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work such overtime. In addition, they shall be granted a fifteen (15) minute rest period after two (2) hours of overtime if they are scheduled to continue work thereafter.
- 168 If an employee is scheduled to work sixteen (16) consecutive hours, he/she shall receive an unpaid fifteen (15) minute lunch period after eight (8) hours in addition to the paid fifteen (15) minute rest period at that time, and shall receive usual rest periods and meal periods during the second eight (8) hours.

MEAL PERIODS

- 169 All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The lunch period shall be without pay except in the case of employees working in twenty-four (24) hour operations who will eat lunch during working hours.

CLEAN-UP TIME

- 170 Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Employees working overtime will receive a ten (10) minute clean-up period at the end of the overtime work in lieu of regular clean-up time.

CALL-IN PAY

- 171 An Employee reporting for emergency duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay or three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work without being notified not to report will be given a minimum of three (3) hours work, or at the option of the Employer, will receive three (3) hours pay at his/her regular straight time rate plus shift premium if applicable, unless work is not available because of power failure, Act of God or other cause beyond the control of the Employer.

OVERTIME

- 172 Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.
- 173 Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty hours in an employee's work week.
- 174 Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.
- 175 For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday, sick day or vacation day, for which he receives pay, will be counted as a day worked.
- 176 In no case shall premium pay be paid twice for the same hours worked.

ARTICLE XV SHIFT DIFFERENTIAL AND HOURS

SHIFT HOURS

- 177 The first shift is any shift that regularly starts on or after 5:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts on or after 2:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

SHIFT DIFFERENTIAL

- 178 Employees assigned to work the second or third shift shall receive, in addition to their regular pay, a premium of twenty (20) cents and thirty (30) cents per hour, respectively. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

ARTICLE XVI UNSCHEDULED CLOSEDOWNS

- 179 When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other causes beyond its control, employees notified not to report for work, and employees not having been notified of the shutdown who report for work and are later sent home, shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's shutdown. For the remainder of such shutdown or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.
- 180 During unscheduled shutdowns certain designated personnel (e.g. heating plant employees, physical plant maintenance employees, food service employees or other employees) within the specific areas of the University subject to the shutdowns may be required to report for work. Employees so required to work and who do work when the University is closed as above provided shall, in addition to their regular compensation, receive compensatory time off at the rate of one (1) hour for each hour of work actually performed during the period of the shutdown, up to a maximum of eight (8) hours. Hours worked in excess of eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement. Employees directed to work during an unscheduled shutdown who fail to do so, shall be ineligible for compensation pursuant to this provision.
- 181 In the event of a temporary shutdown and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 7:00 a.m. through the following media:
- EMU Newslines
 - EMU Department of Public Safety
 - EMU Switchboard
 - WEMU-FM — 89.1
- 182 The University shall also attempt to have notification to employees broadcast through local radio stations, such as:
- CKLW
 - WJR
 - WAAM

ARTICLE XVII RIGHTS OF THE EMPLOYER

- 183 All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. 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:
- 184 (a) full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces;
- 185 (b) the right to determine the work to be done by employees in the unit;
- 186 (c) the right to change or introduce new or improved operations, methods, means or facilities;
- 187 (d) the right to hire, schedule, promote, demote, transfer, release and layoff employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.
- 188 None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

ARTICLE XVIII STRIKES AND LOCKOUTS

- 189 The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott. The Employer agrees during the same period there will be no lockouts. In the event of such a violation, the Employer shall notify the Union.
- 190 Immediately upon receipt of such notice, the responsible Union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:
- 191 (a) their action is in violation of the Agreement, subjecting them to discharge or discipline;
- 192 (b) the Union has not authorized the strike, slowdown, or suspension of work and does not approve or condone it and;
- 193 (c) the Union instructs the employees to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Agreement.
- 194 In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott, the Employer shall have the right, at its discretion, to discipline or discharge such employees. However, it is understood and agreed that the question as to whether an employee's conduct is such as described by this section may be processed under the grievance procedure, provided a written grievance is presented at Step Two within five (5) working days after the date upon which the employee was discharged or disciplined.

ARTICLE XIX UNION BULLETIN BOARDS

- 195 The Employer will continue to provide enclosed bulletin boards, which shall be lockable, in the districts where they are now installed. These bulletin boards may be used by the Union for posting notices of the following types:
- 196 (a) Notices of Union recreational and social events.
197 (b) Notices of Union elections.
198 (c) Notices of results of Union elections.
199 (d) Notices of Union meetings, conferences, conventions, institutes, etc.
200 (e) Final grievance decisions.
- 201 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 Staff and Union Relations Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE XX APPRENTICESHIP PROGRAM

- 202 The Apprenticeship Agreement shall be an integral part of this Agreement and shall remain in effect for the life of this Agreement. The Apprenticeship Agreement may be amended by mutual agreement of the parties hereto.
- 203 The Apprenticeship Program shall be administered by a joint committee having equal representation from the Union and the Employer.

ARTICLE XXI NEW JOBS

- 204 The Employer and the Union agree upon and accept the job classification specifications in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.
- 205 The Employer may change an existing job classification specification or create a new job in the bargaining unit which is not covered by an existing classification specification. In such event, the Employer shall notify the Union of the pay rate of the new or revised job and provide the Union with a copy of the official classification specification for the position. If requested within ten (10) working days after receipt of such notification by the Union, the Employer shall meet with Union representatives, not to exceed three (3) persons, to negotiate the pay rate for the new or revised job. Pending the outcome of the negotiation between the Employer and the Union as hereinabove provided, any person hired or assigned to work in a new or revised job shall be paid at the rate determined by the Employer.

ARTICLE XXII WORK OF SUPERVISORS AND FOREMEN

- 206 Supervisors and Foremen shall not perform work of any job classification of the Bargaining Unit. It is however, understood that under emergency con-

ditions when regular employees are not immediately available, supervisors and foremen may perform bargaining unit work.

- 207 Also, it is understood when it is necessary to test, demonstrate, or instruct employees in the use of new materials, or new methods of operation, or when operational difficulties are encountered, supervisors and foremen may perform bargaining unit work.

ARTICLE XXIII EQUALIZATION OF OVERTIME

- 208 Overtime hours shall be divided as equally as possible among employees in the same classifications in their District. An up-to-date list showing overtime hours will be posted in a prominent place in each District before the fifteenth (15th) of each month. On July 1 of each year, all employees shall start from zero overtime hours.
- 209 Whenever scheduled overtime is required, the person with the least number of overtime hours in that classification within their District 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 classifications 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. It is understood that the Employer need not call in an employee for overtime under this provision rather than continue the shift of an employee already at work.
- 210 For purposes of this equalization provision, overtime does not include hours worked when an employee is called in for emergency duty not scheduled in advance and not continuous with the employee's regular work period.
- 211 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period.
- 212 If an employee is not called for overtime work in accordance with this clause he/she shall be given the next scheduled overtime available when that employee is available.
- 213 Employees who change classifications or transfer will be charged with the highest number of overtime hours that exist in the new classification and/or district on the day they were reclassified or transferred.
- 214 Employees in other districts may be called if there is a shortage of employees in the district where overtime work is required by the Employer.

ARTICLE XXIV RULES, POLICIES, REGULATIONS AND REQUIREMENTS

- 215 The Employer has the right to make and modify rules, policies, regulations and requirements. However, no such rule, policy, regulation or requirement, or modification thereof, shall be contrary to the clear and express terms of this Agreement, nor shall any such rule, policy, regulation or requirement be administered to detract from rights expressly and clearly given to the Union by the terms of this contract.

- 216 In the event that the application of rule, policy, regulation or requirement results in disciplinary action, or other action, whether such action resulting for application of the rule, policy, regulation or requirement was for cause or was arbitrary and capricious shall be subject to the grievance and arbitration procedures.

ARTICLE XXV JURY DUTY

- 217 An employee with seniority who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court. This shall not apply to persons who volunteer for Jury Duty.
- 218 An employee who does not lose time from his/her regular schedule of work, but who has performed Jury Duty service within the twelve (12) hour period immediately before the beginning of his/her shift may, at his/her request, have an amount of time off work equal to the time he/she was required to spend in court during that twelve (12) hour period not to exceed eight (8) hours.

ARTICLE XXVI MEDICAL DISPUTE

- 219 In the event of a dispute involving any employee's physical ability to perform his/her job on his/her return to work at the University from layoff or leave of absence of any kind and the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the employee the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer 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 Employer and the Employee.

ARTICLE XXVII STUDENT EMPLOYEES

- 220 It is recognized by the Union that it is the policy of the Employer to provide jobs for students to assist them in obtaining an education. The Employer will not increase student work hours to deprive regular employees on the Employer's payroll of their regularly scheduled work.

ARTICLE XXVIII COMPENSATION

WAGE ADJUSTMENTS

- 221 1985-86

All employees in the bargaining unit who are on the Employer's active payroll as of the effective date of this Agreement shall receive an increase in their hourly wage rates as provided for in Appendix B, retroactive to July 7, 1985.

222 1986-87

Effective with the beginning of the first pay period of Institutional Fiscal Year 1986-87, all employees in the bargaining unit who are on the Employer's active payroll as of that date shall receive an increase in their hourly wage rates as provided for in Appendix C.

223 1987-88

Effective with the beginning of the first pay period of Institutional Fiscal Year 1987-88, all employees in the bargaining unit who are on the Employer's active payroll as of that date shall receive an increase in their hourly wage rates as provided for in Appendix D.

224 The wage rates set forth in Appendix B, Appendix C and Appendix D shall remain in effect for the period indicated therein.

ARTICLE XXIX VACATION

225 Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

226 (a) 1.84615 hours every one (1) week period for the first twelve (12) months of continuous service. (12 days per year)

227 (b) 2.3077 hours every one (1) week period for the thirteenth (13th) month through the ninety-sixth (96th) month of continuous service. (15 days per year)

228 (c) 2.76925 hours every one (1) week period for the ninety-seventh (97th) month through the one hundred forty-fourth (144th) month of continuous service. (18 days per year)

229 (d) 3.0769 hours every one (1) week period for continuous service for the one hundred forty-fifth (145th) month and for any month of continuous service thereafter. (20 days per year)

230 For purposes of this Article, a one (1) week period of continuous service is deemed to be any one (1) week period in which an employee works or is deemed to have worked more than fifty (50) percent of his/her regularly scheduled work days (based on the Employer's payroll system).

231 If an employee is terminated prior to completing his/her twelve (12) months of continuous service, he/she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he/she shall sign a form provided by the Employer stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he/she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his/her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his/her termination.

232 The vacation pay of an employee (including regular part-time employees) will be based on the number of hours he/she regularly works and will be computed on the basis of the rate of pay he/she is earning, excluding any shift premiums, at the time he/she takes his/her vacation.

- 233 Vacation pay will be paid to the employee at the time he/she takes his/her vacation and on the regular pay day.
- 234 All vacations shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. When there is a conflict between employees over the choice of dates for vacations, the employee with the greatest seniority shall be given preference. Except as provided in Appendix K, unless approved in writing by the Staff and Union Relations Office, vacations must be taken on consecutive weeks and a vacation should not be taken for less than a week at a time. The vacation period shall commence on July 1 of each year and end on the following June 30 of each year. Vacation leaves cannot be accumulated. Any vacation rights accrued as of June 30 of each year must be taken during the immediately following vacation period and any employee who fails to take his/her vacation within that period shall forfeit all rights to such vacation time with the following exceptions:
- 235 (a) If an employee is unable to take his/her vacation during the appropriate vacation period because the Employer's work needs prevent it, he/she may be allowed to work and be paid his/her accrued vacation pay in lieu of taking time off for vacation.
- 236 (b) If it is to the mutual convenience of the Employer and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he/she has earned at any time during the year in which it is accruing.
- 237 Vacation schedules shall be set up by the Employer so as to permit the continued operation of all of the Employer's facilities and functions without interference.
- 238 An employee who is on vacation and is scheduled to return to work immediately following vacation, who becomes ill or is injured for a period of five (5) days or more, shall be eligible for sick leave benefits if the employee qualifies under Sick Leave instead of continuing on vacation leave, provided he/she notifies the Staff and Union Relations Office not later than the first (1st) work day after the end of the vacation period. The provisions of paragraph 141 of Sick Leave shall be applicable.

ARTICLE XXX HOLIDAYS

- 239 All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday may fall, at the regular rate of pay, exclusive of shift differential: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the first working day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day, the day before or after New Year's, and Good Friday. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday.
- 240 Any of the above holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall on a Saturday shall be celebrated on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least disruptive of services. In such cases, the day worked shall not be considered the holiday for those working.

- 241 To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of the observance of the holiday, unless he/she has an excused absence, or is on vacation leave; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for that holiday.
- 242 Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.
- 243 Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.

ARTICLE XXXI LONGEVITY PAY

- 244 All employees covered by this Agreement who are on the Employer's active payroll as of July 1 of any year shall be entitled to receive longevity pay for the length of continuous service with the Employer according to the following rules and schedule of payment.
- 245 Longevity pay shall be based on an employee's continuous service with the Employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.
- 246 For purposes of this section, continuous service means service calculated from the employee's last hiring date in accordance with the following provisions:
 - 247 (a) Continuous service shall be broken by:
 - 1. Quit
 - 2. Discharge
 - 3. Termination due to a reduction of employees or other reason.
 - 248 (b) Ten (10) month employees shall not suffer a break in continuous service by reason of their employment only during the Employer's academic year provided they return to work upon commencement of the immediately following academic year.
- 249 Employees absent from work due to layoff, physical disability, or authorized sick leave or leave of absence for a period of more than three (3) months shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to the Employer's active payroll.
- 250 Following the completion of six (6) years of continuous service by July 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.
- 251 To be eligible for longevity payments subsequent to the first (1st) payment, an employee must have completed continuous full-time service equal to the service required for original eligibility plus a minimum of one (1) additional year of such service for each payment.
- 252 Payments to employees who become eligible on July 1 of any year shall be due the subsequent December 1.

253 Longevity pay shall be based on the following schedule:

CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
254 6 or more and less than 10 years	2% of annual wage
255 10 or more and less than 14 years	3% of annual wage
256 14 or more and less than 18 years	4% of annual wage
257 18 or more and less than 22 years	5% of annual wage
258 22 or more and less than 26 years	6% of annual wage
259 26 or more years	8% of annual wage

ARTICLE XXXII HOSPITALIZATION/MEDICAL COVERAGE

- 260 The Employer agrees to provide Blue Cross-Blue Shield MVF-1 full family medical insurance coverage, with Master-Medical Option IV and the D45NM, ML, F & FC, SA & SD, COB, and \$2.00 Co-Pay Prescription Drug riders, or comparable medical coverage, to each employee regularly assigned to work twenty (20) or more hours per week. Employees and spouses who obtain the age of 65 are eligible for Medicare benefits. Active employees age sixty-five (65) through sixty-nine (69) may select, as their primary health insurance carrier, either the group health coverage provided them by the University, or Medicare, provided they have made proper application for Medicare coverage. The choice of the employee designates the primary insurance carrier for the employee, where applicable. At age seventy (70), the employee and/or the employee's spouse, shall receive primary health insurance coverage through Medicare, and shall receive a Medicare complimentary policy provided by the University. In cases where Medicare is primary, the cost of Medicare Part B coverage shall be reimbursed quarterly provided the employee makes proper application through the Staff Benefits Office and presents proof of Medicare Part B coverage.
- 261 To qualify for medical insurance coverage as above described, each employee must individually enroll and make proper application for coverage at the Employer's Staff Benefits Office within thirty (30) calendar days of the effective date of his/her employment with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage.
- 262 Provided proper enrollment and application is made by a covered employee, the Employer agrees to pay the full monthly cost of maintaining the above described coverage for the employee and his/her spouse and children under nineteen (19) years of age, at a rate not to exceed the applicable rate for full family, two (2) persons, or single person coverage.
- 263 Except as hereinafter provided, the Employer will make its contribution for the months following each month that the employee is on the payroll for more than one-half ($\frac{1}{2}$) of his/her regular scheduled workdays, and for the first three (3) months that the employee is off the payroll and absent on a Personal Leave of Absence for medical reasons. In such medical leave situations the employee will be responsible for this premium for those months following the first three (3) months that he/she is off the payroll because of such leave except in those instances where an employee is injured on-the-job and is receiving worker's compensation, in which case, medical benefits shall con-

tinue until the employee no longer qualifies for worker's compensation wages, or he/she terminates, whichever is sooner. When on a non-medical leave of absence the employee will be responsible for his/her premium for the month following any month that he/she is on the payroll for one-half (1/2) of his/her regular scheduled workdays or less.

- 264 Eight (8) and/or (10) month food service employees who are not offered employment during the Spring and/or Summer terms will be reimbursed by the Employer for twenty-five percent (25%) of the premiums paid by such employees towards the maintenance of their medical insurance coverage during that time; provided, however, such employee returns to regular active employment status immediately subsequent to said Summer term for a minimum of four (4) months.
- 265 If an employee wishes to extend the coverage provided above to dependents other than dependents covered by the basic family coverage provided herein, such employee shall pay the full cost of such extended coverage.
- 266 Employees on an authorized unpaid leave of absence may request the continuation of their health insurance coverage for a period not to exceed one (1) year. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Arrangements for the payment of the applicable premium amounts shall be made with the Employer's Staff Benefits Office prior to the commencement of the leave.

ARTICLE XXXIII LIFE INSURANCE

GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

- 267 The Employer agrees to pay the premium cost for providing group life insurance coverage, in the amount of three thousand dollars (\$3,000), and accidental death and dismemberment insurance coverage, in the same amount, for a period of one (1) year from the date of completion of the employee's ninety-first (91st) calendar day of regular employment, to each employee regularly assigned to work twenty (20) hours or more per week. Commencing with the month following completion of one (1) year of coverage as above provided, the Employer shall pay the premium cost of providing the aforementioned coverages in an amount equal to the employee's annual salary, rounded up to the nearest thousand. (See Appendix A)
- 268 To qualify for group life and accidental death and dismemberment insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Staff Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage.
- 269 The Employer's obligation for paying the cost of group life and accidental death and dismemberment insurance shall be subject to the same rules set forth for the payment of Hospitalization-Medical Insurance premiums. Such coverage shall terminate if the employee terminates his/her employment, provided that when an employee terminates his/her employment he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one

(31) calendar day period the employee may convert his/her group life insurance, without medical examination, to an individual policy and the employee shall pay the full cost of such policy. The employee may select any type of individual policy then customarily being issued by the insurer, except term insurance or a policy containing disability benefits. The premiums will be the same as the employee would ordinarily pay if he/she applied for an individual policy at that time.

- 270 Employees on an authorized unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance coverage for a period not to exceed one (1) year. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Arrangements for the payment of the applicable premium amounts shall be made with the Employer's Staff Benefits Office prior to the commencement of the leave.
- 271 When an employee reaches age sixty-five (65) and continues working, his/her insurance coverage is decreased by thirty-five (35) percent with no further reduction (based upon age) thereafter. When an individual retires (providing he/she is over age fifty (50) with ten (10) or more years of service to the Employer) his/her coverage is automatically reduced to \$1,000 and such coverage shall be maintained at no cost to the employee.
- 272 Adjustments to individual insurance coverage based on changes in base salary shall be made on October 1st of each year and shall be computed on the basis of an employee's then current base hourly rate. Base hourly rate excludes supplemental appointments, longevity pay, overtime, and any other extra compensation.

ARTICLE XXXIV DENTAL INSURANCE

- 273 Effective July 1, 1982, the Employer shall pay the premium for providing a dental insurance program which shall contain the following minimum specifications:
- 274 (a) Coverage shall be available for employee only, employee with one (1) dependent, and employee with two (2) or more dependents.
- 275 (b) If an employee desires family continuation or complimentary coverage or otherwise desires to extend coverage to include dependents other than dependents covered by the basic family coverage as herein provided, the employee shall pay the full cost of such extended coverage. The availability of extended coverage shall not be a minimum specification and shall be subject to such additional terms and conditions as may be established by the insurance carrier.
- 276 (c) Benefits
- | | Insurance Carrier Pays | Employee Pays |
|------------------------------------|------------------------|---------------|
| Diagnostic ¹ | 100% | 0% |
| Preventive ¹ | 100% | 0% |
| Emergency Palliative ¹ | 100% | 0% |
| Oral Surgery ¹ | 75% | 25% |
| Restorative ¹ | 75% | 25% |
| Periodontics ¹ | 75% | 25% |
| Endodontics ¹ | 75% | 25% |
| Prosthetic Appliances ¹ | 50% | 50% |
| Orthodontics ² | 50% | 50% |

277 MAXIMUM CONTRACT BENEFIT

¹\$800.00 per person total per contract year.

²Lifetime maximum benefit of \$800.00 per person.

- 278 To qualify for dental insurance coverage as above described, each new employee must individually enroll and make proper application for such coverage at the Employer's Staff Benefits Office within thirty (30) calendar days of the effective date of his/her employment with the Employer. Current employees shall enroll and make proper application for coverage at the Employer's Staff Benefits Office no later than October 31, 1982.
- 279 Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage.
- 280 Dental insurance coverage shall terminate on the date that an employee terminates, goes on a leave of absence, is laid off, or the dental insurance policy terminates.
- 281 The specific terms and conditions of such insurance coverage, unless specifically modified herein, shall be in accordance with the Employer's policy with the carrier, except as hereinafter amended by such carrier.

ARTICLE XXXV ACCIDENT AND SICKNESS
INSURANCE

- 282 The Employer agrees to attempt to retain sickness and accident insurance coverage for regular bargaining unit employees.
- 283 The Employer agrees to contribute at the rate of five dollars (\$5) per employee per month to the premium cost of providing short-term sickness and accident insurance coverage to each employee regularly assigned to work twenty (20) hours or more per week. The employee shall contribute the remaining amount of the monthly cost of such insurance coverage which shall be deducted from his/her pay.
- 284 The specific terms and conditions of such insurance coverage shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.
- 285 Eligibility for benefits commences after the fifteenth (15th) day of the applicable accident or illness. Benefits may continue up to a maximum of thirteen (13) weeks.
- 286 The amount of the benefit shall be equal to sixty-six and two-thirds (66 2/3%) percent of the employee's regular weekly salary up to a maximum benefit of one hundred fifty dollars (\$150) per week.
- 287 To qualify for short-term sickness and accident insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Staff Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage.
- 288 The Employer will make its contribution for each month following the month in which the employee has completed three (3) full months of service, pro-

vided such employee has been on the payroll for the previous month for more than one-half (1/2) of his/her regular scheduled workdays. An enrolled employee's coverage shall commence on his/her ninety-first (91st) calendar day of regular employment.

- 289 The employee may not receive sick leave benefits under the Employer's Sick Leave program while receiving Short-Term Sickness and Accident Insurance Benefits.
- 290 Short-term sickness and accident insurance coverage shall terminate on the date that an employee terminates, does on a leave of absence, is laid off, or the short-term sickness and accident insurance policy terminates.
- 291 Adjustments to individual insurance coverage based on changes in base salary shall be made on October 1st of each year and shall be computed on the basis of an employee's then current base hourly rate. Base hourly rate excludes supplemental appointments, longevity pay, overtime, and other extra compensation.

ARTICLE XXXVI RETIREMENT BENEFITS

- 292 Regular retirement age for employees is sixty (60) years of age. Compulsory retirement age is on or before June 30 of the fiscal year in which an employee's seventieth (70th) birthday falls.
- 293 The Employer agrees to provide employees with retirement benefits under the Michigan Public School Employees Retirement System, subject to all provisions and statutes applicable thereto.

ARTICLE XXXVII BEREAVEMENT LEAVE

- 294 If a death occurs among members of an employee's immediate family, the employee will be allowed three (3) working days off without loss of pay to attend the funeral and/or memorial service and make other necessary arrangements. Such three (3) working days shall be taken during the four (4) workday period commencing with the date of death.
- 295 The phrase "immediate family" for purposes of this section shall mean husband, wife, child, father, mother, sister, brother, father-in-law and mother-in-law, brother-in-law and sister-in-law, step children of a current spouse, foster parents who were legal guardians, and grandchildren and grandparents.
- 296 An employee who wishes to attend a funeral or a memorial service for anyone outside of his/her immediate family will be excused from work without loss of pay for one-half (1/2) day, with the permission of his/her work supervisor.
- 297 Proof of attendance at the funeral or memorial service shall be required by providing to the Employer a written statement prepared and signed by the funeral home. This statement shall contain the name of the deceased, the date, time and location of the funeral or memorial service, the employee's name, and the signature of an appropriate representative of the funeral home. Until such statement is filed, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 298 In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave, as designated by the employee.

ARTICLE XXXVIII UNIFORMS

- 299 It is understood and agreed that all matters pertaining to the type of uniforms to be furnished employees throughout the University shall be the unilateral decision of the Employer; provided however, that the Employer shall provide employees in the Plumbing and Motor Pool areas who are required to wear uniforms with cotton uniforms.
- 300 The Employer will furnish each employee who is required to wear a work uniform with three (3) such uniforms which the employee has the responsibility of laundering and repairing. An employee whose uniform is damaged to the extent that it is deemed to be unserviceable shall be issued up to two (2) replacement uniforms per year. Any additional uniforms required shall be furnished by the employee.
- 301 Each employee who is required to wear work uniforms must wear his/her work uniform, properly laundered, during all working hours, and may be disciplined for failure to do so.
- 302 Female employees who are required to wear work uniforms shall be given a choice of having uniform dresses or slacks and shirts, tailored for women.

ARTICLE XXXIX SPECIAL CONFERENCES

- 303 At the request of either the Union or the Employer, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his/her designated representative, and a designated representative of the Employer's Staff and Union Relations Office, within ten (10) calendar days of receipt of such request. Representatives of the Union, not to exceed five (5) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a conference. Conferences may be attended by representatives of Council 25 and the International. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the Employer or the Union under the terms of the Agreement.

ARTICLE XL SUB-CONTRACTING

- 304 Regular employees having seniority as of the effective date of this Agreement will not be laid off as a result of use by the Employer of an outside contractor to perform the work of the employees.

ARTICLE XLI MISCELLANEOUS

HE/SHE DEFINITION

- 305 Whenever the term he or she appears in the contract, such term is merely a reference term and refers to both males and females.

SAFETY SHOE ALLOWANCE

- 306 The Employer agrees to provide each employee who is required by the Employer to wear safety shoes with a thirty dollar (\$30) per year safety shoe allowance.

TUITION ASSISTANCE PROGRAM

- 307 A tuition assistance program providing for a waiver of the full cost of tuition fees up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.

- 308 An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

- 309 1. The employee must have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
- 310 2. The employee must present evidence of admission to the Employer's Staff Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.
- 311 3. The employee must submit a completed application for Tuition Assistance to the Staff Benefits Office not less than five (5) working days prior to the last day of registration. Upon verification of eligibility by the Staff Benefits Office, a Tuition Fee Voucher will be issued to the employee.

NOTE: Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that term.

- 312 4. The employee must agree to reimburse the Employer for the cost of all tuition assistance benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the Employer for tuition assistance benefits forfeited by the employee, the employee shall authorize the Employer to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each biweekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

- 313 Eligible full-time employees shall be entitled to full tuition assistance benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition assistance benefits.

- 314 The employee must take courses during non-working hours.

- 315 An employee shall forfeit tuition assistance benefits and must reimburse the full cost of such benefits to the Employer if:

- 316 1. The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is enrolled.
- 317 2. A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any course for which tuition waiver is obtained.

- 318 3. A mark of "Incomplete" (I) is received and not converted to a passing grade within six (6) months following completion of the semester in which the course was taken, or the date the employee's employment terminates, whichever is earlier.
- 319 4. The employee withdraws from a course after the date specified in the course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Staff Benefits Manager upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.).

AUDITING OF CLASSES

- 320 Regular employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:
- 321 1. The employee must submit a completed application to the Staff Benefits Office not less than five (5) working days prior to the first day of classes of each semester in which classes will be audited.
- 322 2. All classes must be audited during non-working hours.
- 323 3. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

TUITION ASSISTANCE PROGRAM FOR EMPLOYEE SPOUSES AND DEPENDENT CHILDREN

- 324 A tuition assistance program providing for a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses and dependent children of bargaining unit employees, effective January 1, 1986. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
- 325 A bargaining unit member's spouse or dependent child shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 326 1. The spouse/dependent child must present evidence of admission to EMU's Staff Benefits Office confirming that:
- 327 a. He/She is the dependent child or spouse of a bargaining unit member.
- 328 b. He/She has satisfied all admission requirements and is eligible to enroll for courses.
- 329 2. The spouse or dependent child must submit a completed application for Tuition Assistance to the Staff Benefits Office not less than five (5) working days prior to registering. Upon approval, a Tuition Fee Voucher will be issued to the employee's spouse or dependent child.

NOTE: Failure to submit a completed application within the timelines herein provided forfeits eligibility for that term.

- 330 3. A bargaining unit member's spouse or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses,

or continued enrollment at Eastern Michigan University, the same as any other student at the University.

SERVICE PARKING PERMIT FOR LOCAL PRESIDENT

- 331 The Employer agrees to provide the President of Local 1666 a service parking permit without cost to the Local.

UNION MEETINGS

- 332 The Union shall be permitted the use of the Employer's facilities which are generally available to the public for regular and special business meetings of the Union, provided the Union makes application and conforms to all regulations established by the Employer. It is understood that any additional expenses incurred by the Employer (other than providing normal meeting facilities) shall be charged to the Union.

MAIL

- 333 The Union shall have the right to use the campus mail service for official correspondence to Union officials. The Union shall also have the right to use the campus mail service for newsletters and notices of regular and special meetings and activities, providing that the number of such mailings of notices and newsletters does not exceed fifteen (15) per calendar year.

ARTICLE XLII SCOPE OF AGREEMENT

- 334 The Employer and the Union hereby acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, hours of work, and other conditions of employment and expresses all obligations of and restrictions imposed upon the Employer.
- 335 For the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is anticipated, recognized, and agreed that the Employer shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Union.
- 336 If any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such conflicting provision shall be deemed void and inoperative. All other provisions shall continue in full force and effect. Not later than sixty (60) calendar days after written request by either party hereto, the parties agree to meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

ARTICLE XLIII DURATION AND AMENDMENT

337 This Agreement shall supercede and cancel all prior Agreements and shall be in full force and effect from July 7, 1985, until and including June 30, 1988, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the ninetieth (90th) day and the sixtieth (60) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

338 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specific period by mutual agreement of the parties.

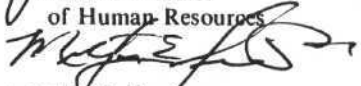
339 In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this day of September, 1985.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666

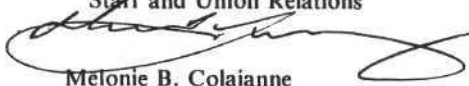
John W. Porter
President



Milton Lewis
Executive Director
of Human Resources



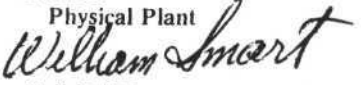
David D. Tammany
Director
Staff and Union Relations



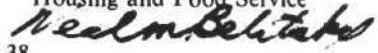
Melonie B. Colaianne
Assistant Director
Staff and Union Relations



William Smart
Director
Physical Plant

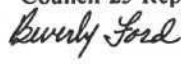


Neil Belitsky
Assistant Director of Facilities
Housing and Food Service

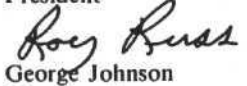


38

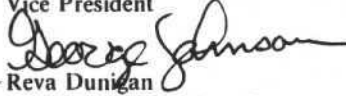
Beverly Ford
Council 25 Representative



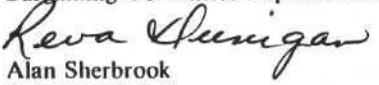
Roy Russ
President



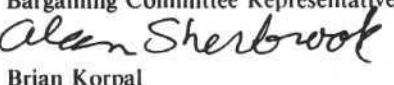
George Johnson
Vice President



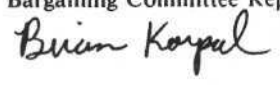
Reva Dunigan
Bargaining Committee Representative



Alan Sherbrook
Bargaining Committee Representative



Brian Korpel
Bargaining Committee Representative



340 APPENDIX A GROUP LIFE INSURANCE

LEVEL OF COVERAGE AFTER ONE YEAR OF SERVICE

Basic Annual Salary	Levels of Coverage	
	Less than 65	65 and over
10,001 to 11,000	11,000	7,150
11,001 to 12,000	12,000	7,800
12,001 to 13,000	13,000	8,450
13,001 to 14,000	14,000	9,100
14,001 to 15,000	15,000	9,750
15,001 to 16,000	16,000	10,400
16,001 to 17,000	17,000	11,050
17,001 to 18,000	18,000	11,700
18,001 to 19,000	19,000	12,350
19,001 to 20,000	20,000	13,000
20,001 to 21,000	21,000	13,650
21,001 to 22,000	22,000	14,300

Note: When an individual retires his/her coverage is automatically reduced to \$1,000.

341 APPENDIX B 1985-86 WAGE RATES EFFECTIVE
 JULY 7, 1985 THROUGH JULY 5, 1986

Pay Grade	Classification	Probationary Hourly Wage Rate	Regular Hourly Wage Rate
FM-01	Food Service Attendant	5.96	6.89
FM-04	Housekeeper	6.54	7.56
FM-06	Cook	6.80	7.89
	Custodian		
	Pot and Pan Utility		
FM-10	Custodian/Housekeeper-Group Leader	7.56	8.17
	Laundry Operator		
	Locker Room Attendant		
	Special Projects Crewperson		
FM-12	Athletic Facilities Attendant	7.27	8.44
	Groundsperson		
FM-13	Driver/Warehouseperson	7.37	8.56
	Senior Custodian		
	Tool Crib Attendant/Sign Maker		
FM-14	Motor Vehicle Operator	7.48	8.66
	Sanitation Vehicle Operator		
FM-15	Swimming Pool Attendant/Custodian	7.74	9.00
	Senior Motor Vehicle Operator		
FM-16	Special Grounds Equipment Operator	7.95	9.22
FM-18	Elevator Repair Helper	8.26	9.60
	Industrial Education and Technology Mechanic		
	Maintenance Mechanic		
	Technical Distribution Specialist		
FM-19	Audio Visual Technician	8.89	10.31
	Maintenance and Sprinkler Specialist		
FM-20	Bowling Alley Mechanic	9.94	11.53
	Bump and Paint Specialist—Welder		
FM-21	Carpenter	10.09	11.69
	Electrician		
	Motor Vehicle and Equipment Mechanic		
	Painter		
	Plumber/Maintenance		
	Stationary Engineer/Boiler Operator		
	Maintenance Mechanic/Emergency Boiler Operator		
FM-22	Appliance and Refrigeration Specialist	10.36	12.03
	Mechanical and Steam Absorption Refrigeration Specialist		
	University Stores Leader		
FM-23	Elevator Repair and Control Specialist	10.57	12.25
	Master Audio Visual Technician		
	Heating, Ventilation and Air Conditioning Control Specialist		

342 APPENDIX C 1986-87 WAGE RATES EFFECTIVE
 JULY 6, 1986 THROUGH JULY 4, 1987

Pay Grade	Classification	Probationary Hourly Wage Rate	Regular Hourly Wage Rate
FM-01	Food Service Attendant	6.23	7.21
FM-04	Housekeeper	6.84	7.91
FM-06	Cook	7.11	8.25
	Custodian		
	Pot and Pan Utility		
FM-10	Custodian/Housekeeper-Group Leader	7.39	8.55
	Laundry Operator		
	Locker Room Attendant		
	Special Projects Crewperson		
FM-12	Athletic Facilities Attendant	7.60	8.83
	Groundsperson		
FM-13	Driver/Warehouseperson	7.71	8.95
	Senior Custodian		
	Tool Crib Attendant/Sign Maker		
FM-14	Motor Vehicle Operator	7.82	9.06
	Sanitation Vehicle Operator		
FM-15	Swimming Pool Attendant/Custodian	8.10	9.41
	Senior Motor Vehicle Operator		
FM-16	Special Grounds Equipment Operator	8.32	9.64
FM-18	Elevator Repair Helper	8.64	10.04
	Industrial Education and Technology Mechanic		
	Maintenance Mechanic		
	Technical Distribution Specialist		
FM-19	Audio Visual Technician	9.30	10.78
	Maintenance and Sprinkler Specialist		
FM-20	Bowling Alley Mechanic	10.40	12.06
	Bump and Paint Specialist—Welder		
FM-21	Carpenter	10.55	12.23
	Electrician		
	Motor Vehicle and Equipment Mechanic		
	Painter		
	Plumber/Maintenance		
	Stationary Engineer/Boiler Operator		
	Maintenance Mechanic/Emergency Boiler Operator		
FM-22	Appliance and Refrigeration Specialist	10.84	12.58
	Mechanical and Steam Absorption Refrigeration Specialist		
	University Stores Leader		
FM-23	Elevator Repair and Control Specialist	11.06	12.81
	Master Audio Visual Technician		
	Heating, Ventilation and Air Conditioning Control Specialist		

343 APPENDIX D 1987-88 WAGE RATES EFFECTIVE
 JULY 5, 1987 THROUGH JULY 2, 1988

Pay Grade	Classification	Probationary Hourly Wage Rate	Regular Hourly Wage Rate
FM-01	Food Service Attendant	6.48	7.50
FM-04	Housekeeper	7.11	8.23
FM-06	Cook	7.39	8.58
	Custodian		
	Pot and Pan Utility		
FM-10	Custodian/Housekeeper-Group Leader	7.69	8.89
	Laundry Operator		
	Locker Room Attendant		
	Special Projects Crewperson		
FM-12	Athletic Facilities Attendant	7.90	9.18
	Groundsperson		
FM-13	Driver/Warehouseperson	8.02	9.31
	Senior Custodian		
	Tool Crib Attendant/Sign Maker		
FM-14	Motor Vehicle Operator	8.13	9.42
	Sanitation Vehicle Operator		
FM-15	Swimming Pool Attendant/Custodian	8.42	9.79
	Senior Motor Vehicle Operator		
FM-16	Special Grounds Equipment Operator	8.65	10.03
FM-18	Elevator Repair Helper	8.99	10.44
	Industrial Education and Technology Mechanic		
	Maintenance Mechanic		
	Technical Distribution Specialist		
FM-19	Audio Visual Technician	9.67	11.21
	Maintenance and Sprinkler Specialist		
FM-20	Bowling Alley Mechanic	10.82	12.54
	Bump and Paint Specialist—Welder		
FM-21	Carpenter	10.97	12.72
	Electrician		
	Motor Vehicle and Equipment Mechanic		
	Painter		
	Plumber/Maintenance		
	Stationary Engineer/Boiler Operator		
	Maintenance Mechanic/Emergency Boiler Operator		
FM-22	Appliance and Refrigeration Specialist	11.27	13.08
	Mechanical and Steam Absorption Refrigeration Specialist		
	University Stores Leader		
FM-23	Elevator Repair and Control Specialist	11.50	13.32
	Master Audio Visual Technician		
	Heating, Ventilation and Air Conditioning Control Specialist		

344 APPENDIX E LETTER OF AGREEMENT


RE: LOCAL PRESIDENT'S RELEASE TIME

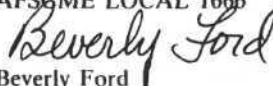
It is hereby understood and agreed between Eastern Michigan University and AFSCME Local 1666 that effective upon the signing of this Agreement, the following amendments to Article VIII, Union Representatives, Paragraph #40 of the parties' collective bargaining agreement shall be applicable:

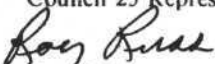
1. The amount of release time taken by the Local President shall not exceed three (3) hours per day. Such time shall normally be taken during the President's regular work shift as follows:
 - a. One (1) hour at the beginning of the President's work shift.
 - b. Two (2) hours at the end of the President's work shift.
2. The President's regular work shift shall begin at 6:00 a.m. and end at 2:30 p.m., Monday through Friday.
3. In addition to release time for investigation of grievances, the Local President may also utilize such release time for the preparation of arbitration hearings, grievance processing, attending grievance meetings, special conferences, and meetings with employees at their work site. All meetings with employees must be arranged in advance with the approval of such employee's supervisor.
4. It is understood that the Local President may be required by the Employer to provide periodic accountings to the Office of Staff and Union Relations of the release time he or she uses pursuant to this Agreement. Such accountings would include the date, time, location, and nature of the activity (i.e., grievance meeting, special conference, or other grievance related matters) and the names of individuals involved and supervisors contacted for meeting approvals.
5. The Local President shall perform his or her regular work when not performing the above mentioned activities.

The parties recognize the provisions herein as a trial agreement entered into in order to expedite the grievance process. In the event that the current Union President is replaced, or for any other reason that may make this Agreement burdensome to either party, the Union and the University shall meet to discuss alternate means of distribution of the Union President's release time.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President
AFSCME Local 1666

345 APPENDIX F LETTER OF AGREEMENT

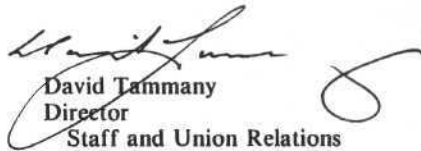
RE: BARGAINING HISTORY


MEMORANDUM OF UNDERSTANDING


by and between EASTERN MICHIGAN UNIVERSITY
and AFSCME LOCAL 1666

It is hereby agreed by and between the parties that any and all demands, proposals, counterproposals, or other matters submitted, exchanged, or discussed and later withdrawn or dropped by either party during the negotiation of their 1981 Collective Bargaining Agreement are withdrawn or dropped without prejudice either as to the future interpretation or application of the terms and conditions of the collective bargaining agreement.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President
AFSCME Local 1666


346 APPENDIX G LETTER OF AGREEMENT


RE: GROUNDS MOVING CREW

With respect to the eleven (11) cent per hour premium negotiated for members of the grounds/moving crew, it is understood and expressly agreed that such premium will be applicable only to those grounds persons who are regularly assigned to the moving crew and shall not be applicable to other grounds persons who may be temporarily assigned to such moving crew in accordance with the provisions of Article XI, paragraph 113, Temporary Transfers.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative

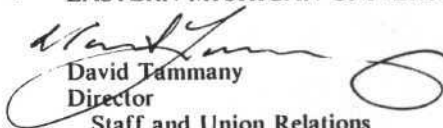

Roy Buss
President
AFSCME Local 1666

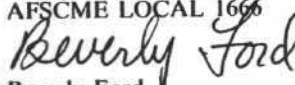
347 APPENDIX H LETTER OF AGREEMENT

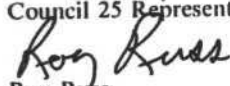
RE: FLOATERS

With respect to the deletion of Article XLI of the 1974 contract, it is agreed by the parties that those persons who are currently receiving the "floater" premium of fifteen cents (15¢) per hour shall continue to receive such premium so long as they remain on their current assignments and work schedule. However, it is further agreed that any employee assigned to such work schedules in the future shall not receive any such premium.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President

A previously agreed upon and signed by Mr. A. Wayne Douglas and Mr. Ronald Rose, former Director of Personnel and Local 1666 President, respectively.

348 APPENDIX I LETTER OF AGREEMENT

EASTERN MICHIGAN UNIVERSITY
International Union
American Federation of State, County and Municipal Employees
1034 North Washington Avenue
Lansing, MI 48906

Dear Sir:

With respect to the section concerning Union Security in the present Agreement between the parties as indicated on page 4, it is agreed that all employees covered by the Collective Bargaining Agreement effective January 29, 1975, between Eastern Michigan University and the American Federation of State, County and Municipal Employees (AFL-CIO), Local 1666, Council 25, who may have a strong religious conviction which would preclude them from becoming a member of any labor organization, will not be caused to become a member of Local 1666, AFSCME, as a condition of employment.

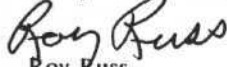
Any employee of any bargaining unit represented by Local 1666, AFSCME, who does not meet the requirements of the Agreement as listed in the section concerning Union Security must fill out a form provided by the University which sets forth the employee's religious convictions and states his religious faith. A copy of the form will be sent to the Local President. In the event of a dispute over this matter, it will be treated in accordance with the provisions of the section concerning the grievance procedure starting at the Second Step.

Sincerely,



David Tammany
Director
Staff and Union Relations

Acceptance of Union



Roy Russ
President

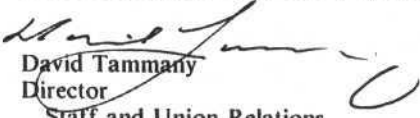
As previously agreed upon and signed by Mr. A. Wayne Douglas and Mr. Ronald Rose, former Director of Personnel and Local 1666 President, respectively.

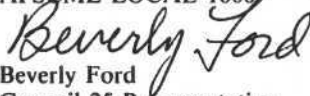
349 APPENDIX J LETTER OF AGREEMENT

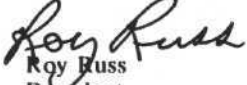
RE: EXECUTING LETTERS OF UNDERSTANDING AND MODIFICATIONS OF THE COLLECTIVE BARGAINING AGREEMENT

It is hereby understood and agreed by and between Eastern Michigan University and AFSCME Local 1666 that pursuant to the provisions of Article XXXIX, Special Conferences, the Executive Director of Human Resources, and the President of AFSCME Local 1666, or their designated representatives, shall possess the power and authority to execute letters of understanding in matters of mutual interest or concern to the parties, including the power and authority to modify or amend the terms of this collective bargaining agreement where said action is deemed appropriate and necessary to address issues of mutual interest and concern. It is further understood and agreed that any such modifications or amendments shall be by mutual agreement and, further, shall be in writing and duly signed by both parties prior to any such agreement taking binding force and effect upon either party.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President

350 APPENDIX K LETTER OF AGREEMENT

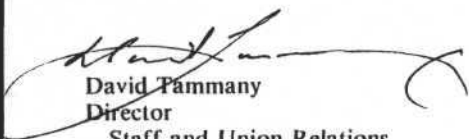
RE: ATTENDANCE AND TARDINESS

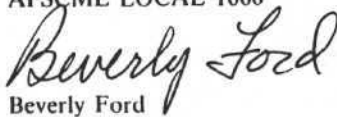
The Employer and the Union recognize the importance of maintaining acceptable standards for attendance and timely arrival at work in order to operate effectively and provide efficient service to the University community.

In recognition of these standards and in conjunction with the University's Absenteeism/Tardiness Policy, so as not to penalize those employees that in any given period may, for reasons beyond their control, experience brief periods necessitating an absence and/or late arrival to work, and at the same time to provide reasonable standards for attendance and timely arrival at work as controlled by the Employer's Absenteeism and Tardiness Policy, the following provisions shall apply:

1. Upon reasonable advance notification and the approval of the Employer, employees will be allowed to utilize annual leave in blocks of no less than two (2) hours. These two (2) hours must be taken at the beginning or end of the shift.
2. Employees shall have removed from the absenteeism/tardiness record, any occasions of absence/tardiness that are followed by a three (3) month period of perfect attendance and timely arrival to work.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Pammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President

351 APPENDIX L LETTER OF AGREEMENT

RE: MANDATORY SECOND OPINION (MSO) RIDER

It is hereby understood and agreed by and between Eastern Michigan University and AFSCME Local 1666 that the University may, at its discretion, implement a Mandatory Second Opinion (MSO) Program for AFSCME Local 1666 Bargaining Unit Members, as described below:

MSO (MANDATORY SECOND OPINION) RIDER

In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion, paid for by the University, for surgical procedures involving:

1. eyes (primarily cataract surgery)
2. gall bladder
3. hernia repair
4. heart bypass
5. heart valve
6. hysterectomy
7. fallopian tubes and/or ovaries
8. nasal (primarily rhinoplasty)
9. tonsils and/or adenoids
10. prostate

Notwithstanding the results of the second medical opinion, the employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).


In order to obtain the mandatory second opinion, the employee is required to contact the Blue Cross/Blue Shield of Michigan Referral Center which will furnish to the employee the names of three (3) specializing physicians from whom the employee may choose one (1) for the second opinion.

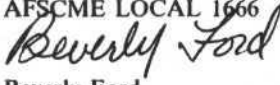
At the employee's option, a third surgical opinion for the ten (10) surgeries listed above will be provided when the second opinion did not confirm the first surgeon's recommendation.


In addition, should the University provide the Mandatory Second Opinion (MSO) Rider to Bargaining Unit Members, it shall also provide a voluntary second opinion program whereby the University agrees to pay for a second medical opinion, if so elected by an employee, prior to surgery for procedures not specifically stipulated in the mandatory program.

It is further understood and agreed that the University shall notify AFSCME Local 1666 thirty (30) days in advance of the implementation of such Program.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President
AFSCME Local 1666

RE: SPRING/SUMMER JOB OPPORTUNITIES FOR RELEASED
FOOD SERVICE EMPLOYEES

In order to implement the provisions of Marginal Paragraph (99), seasonally employed Food Service employees shall be placed in available vacant bargaining unit positions for which they are qualified, through the following procedure:

1. By the first (1st) Thursday in April, the University will post a list of Food Service employees scheduled to be released from work during the spring/summer months, in seniority order, including each employee's seniority date. Appropriate space will be provided for each employee to indicate whether or not he/she desires employment during the spring/summer months.
2. To be considered for spring/summer placement, prior to the second (2nd) Thursday in April, employees must have indicated their desire for spring/summer employment and shall have informed the Employer of any discrepancy which might appear in the posting provided in one (1) above, and their correct seniority date.
3. On the second (2nd) Thursday in April, the University will hold a meeting with all Food Service employees who indicated a desire for spring/summer employment and make available to them, a list of vacant jobs known to be available during the spring and/or summer months.
At the meeting, employees will be provided the opportunity to sign up for jobs for which they are qualified, in order of their seniority.
4. If additional positions become available following the meeting provided in three (3) above, employees who indicated their desire to work but who did not receive spring and/or summer employment because of the availability of vacant positions and their lower seniority, shall be offered the additional vacant positions in order of seniority.

It is understood and agreed between AFSCME Local 1666 and the University that the procedures provided herein are not intended to guarantee released Food Service employees employment during the spring and/or summer except as such work might be provided through vacancies or Employer need.


It is further understood and agreed between the parties that the Employer shall have no obligation to employ Food Service Employees who:

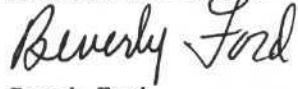
1. Do not comply with the provisions of two (2) above;
2. Indicate on the posted listing of employees that they do not desire work;
3. Reject a job assignment provided in accordance with the procedures herein;
4. Quit a job assignment provided through this procedure.


In addition, the parties understand and agree that once all listed vacancies are assigned on the second (2nd) Thursday in April, if more desirable positions become available at a later date, the Employer shall not be obligated to offer such positions to those employees previously assigned jobs; rather,

the University may continue down the seniority list and offer work to those lower seniority employees not previously placed, if any, until such time as all employees on the list have been either offered work or until the commencement of the fall semester.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666


David Tammany
Director
Staff and Union Relations


Beverly Ford
Council 25 Representative


Roy Russ
President
AFSCME Local 1666

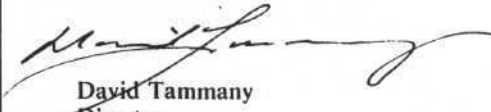
353 APPENDIX N LETTER OF AGREEMENT

RE: CLASSIFICATION STUDIES

It is hereby understood and agreed between AFSCME Local 1666 and Eastern Michigan University that the following bargaining unit positions will be given serious consideration in position reviews which shall begin no later than fourteen (14) days following the ratification of the parties master Agreement:

1. John Avis' Plumber's position.
2. Daryll Hendricks' Bump and Paint Specialist—Welder's position.
3. Three (3) Custodial Set-Up positions in McKenny Union/Hoyt Conference Center held by Brian Korpol, Greg Kuhns and a third, as yet unassigned individual.

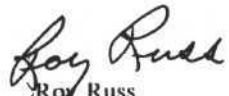
EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666



David Tammany
Director
Staff and Union Relations



Beverly Ford
Council 25 Representative



Roy Russ
President
AFSCME Local 1666

354 APPENDIX O LETTER OF AGREEMENT

RE: ARBITRATION OF TERMINATION GRIEVANCES

Eastern Michigan University and AFSCME Local 1666 hereby understand and agree that the following procedure shall apply to the processing of all Termination Grievances appealed to arbitration by the Union:

A. PROCEDURE

1. If a Termination Grievance is not resolved at the Step III Appeal Board meeting provided in Article IX GRIEVANCE PROCEDURE, the Union may, within thirty (30) calendar days from the receipt of the Employer's Step III answer, notify the Office of Staff and Union Relations that it wishes to proceed to arbitration. This notice shall be deemed to have met the requirement for filing a Demand for Arbitration set forth in Article IX.
2. The Office of Staff and Union Relations shall assign an Arbitrator from the panel of arbitrators set forth below in the manner therein prescribed and will arrange scheduling of the arbitration hearing at times and dates that are mutually convenient to the parties.
3. In those instances in which the parties agree that the arbitration of two (2) grievances will likely take one-half day or less each, the designated arbitrator will be requested to hear two (2) grievances on one day.
4. All other terms and conditions of Article IX GRIEVANCE PROCEDURE of this master Agreement shall govern the filing, processing and hearing of Grievances, including but not limited to the limitations placed on the arbitrator.

B. DESIGNATION AND SELECTION OF ARBITRATORS

1. The parties agree to the panel of arbitrators set forth below:
 - a. Mark J. Glazer
 - b. Paul E. Glendon
 - c. Dallas L. Jones
 - d. Ruth E. Kahn
 - e. Edward V. Ott
2. The panel of arbitrators will be selected for arbitrations on a rotating basis, subject to the limitation that if an arbitrator is not available to hear a grievance within six (6) months of the Union's notice of its intent to arbitrate, he/she shall be bypassed and the next arbitrator on the list contacted, and so on, until an arbitrator has provided an acceptable date for hearing a grievance, or the names on the list of arbitrators is exhausted.

In the event that an arbitration cannot be scheduled with the arbitrators on the parties' list provided in B.1 above within six (6) months of the date the Employer is notified of the Union's intent to arbitrate, the Employer shall so inform the Union, which may, within ten (10) days of the receipt of the Employer's notice, file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration shall be written, with concurrent notification thereof to the Employer's Director of Staff and Union

Relations and shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the Employer's Director of Staff and Union Relations and the American Arbitration Association within the time limits set forth above, or any mutually agreed extension of such time, the grievance is barred from Arbitration and the Employer's Step II disposition of the grievance shall be final.

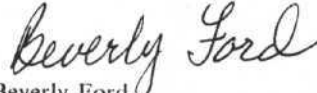
3. Either party may, summarily and without cause, with sixty (60) days notice to the other party, strike one of the arbitrator's names from the agreed upon list, whereupon the parties shall meet and select a mutually agreed upon replacement.

It is understood and agreed between the parties that this Letter of Agreement shall continue in full force and effect throughout the life of this master Agreement or until a date six (6) months from the date either party notifies the other party of its intent to void this Letter of Agreement.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666



David Tammany
Director
Staff and Union Relations



Beverly Ford
Council 25 Representative




Roy Russ
President
AFSCME Local 1666

355 APPENDIX P LETTER OF AGREEMENT

RE: PAST LETTERS OF AGREEMENT

It is hereby understood and agreed between the University and AFSCME Local 1666 that Letters of Agreement not presented in negotiation shall continue in full force and effect throughout the life of this Agreement insofar as such Letters are not limited by this master Agreement or later voided by mutual agreement of the parties.

EASTERN MICHIGAN UNIVERSITY AFSCME LOCAL 1666



David Tammany
Director
Staff and Union Relations



Beverly Ford
Council 25 Representative



Roy Russ
President
AFSCME Local 1666

SUBJECT	PARAGRAPH
ACCIDENT AND SICKNESS INSURANCE	282-291
(Also See Insurance)	
Benefit Amount	286
Benefit Commencement and Duration	285
Coverage Adjustments	291
Employee Contribution	283
Employer Contribution	283, 288
Enrollment	287
Termination of	290
AGENCY SHOP	10
AGREEMENT	1
Application of	4
General Purpose	5
AID TO OTHER UNIONS	9
ALTERNATE UNION REPRESENTATIVES, RECOGNITION OF	
Alternate Chief Stewards	35
Alternate District Stewards	34
APPRENTICESHIP PROGRAM	202-203
Apprenticeship Agreement	202
Program Administration	203
ARBITRATION (Also See Appendix O)	57, 66-69, 354
Access to	57
Arbitrator's Authority	68
Fees and Expenses	69
Filing for and Notification of	66
BARGAINING HISTORY (See Appendix F)	345
BEREAVEMENT LEAVE	294-298
Immediate Family Defined	295
BULLETIN BOARDS	195-201
Appropriate Information	196-200
Disputes Over Information	201
CALL-IN-PAY	171
CAMPUS MAIL SERVICE, USE OF	333
CLEAN UP TIME	170
COMPENSATION	221-224
General Wage Adjustments	221-224
Wage Adjustments for Floaters (See Appendix H)	347
Wage Adjustments for Grounds Moving Crew (See Appendix G)	346
Wage Adjustments for Reclassified Positions (See Appendix N)	353
Wage Adjustments for Temporary Transfers	113
Wage Rates for Filling Vacancies	112
Wage Rates, Schedule of (See Appendix B, C and D)	341-343
CONTINUOUS OPERATIONS DEFINED	165
COOPERATIVE RELATIONS, EMPLOYER AND UNION	6
DENTAL INSURANCE (Also See Insurance)	273-281
Benefit Coverage	276
Enrollment	278
Maintenance and Contribution	273

SUBJECT	PARAGRAPH
Maximum Contract Benefit	277
Termination of	280
DISCIPLINE AND DISCHARGE	70-74
Appeal of Discharge	73
Consultation with Chief Steward	71
Notice of	70
Use of Past Record	74
Appeal of Suspension	73
Consultation with Chief Steward	71
Notice of	70
Use of Past Record	74
Appeal of Written Reprimand	72
Notice of	70
Use of Past Record	74
DISCRIMINATION	3-4
DUES AND SERVICE FEES (See Union Security)	337-339
DURATION AND AMENDMENT	307-330
EDUCATION-TUITION REFUND	1
EMPLOYER DEFINED	183-188, 194, 215
EMPLOYER RIGHTS (Also See Management Rights)	2
FAIR EMPLOYMENT PRACTICES	347
FLOATERS (See Appendix H)	347
GRIEVANCE PROCEDURE	
Application to Loss of Seniority	117
General Provisions	43-69
Access to Arbitration	57
Grievance Defined	43
Grievance Withdrawal	54
Probationary Employees	78-79
Procedure	60-69
Step I	60
Step II	61-62
Step III, Appeal Board	63-65
Step IV, Arbitration	66-69
Release Time for Grievance Investigation	
Chief Stewards and Alternates	39, 61
District Stewards and Alternates	38, 60
Local President (Also See Appendix E)	40, 61, 69, 344
GROUND MOVING CREW (See Appendix G)	346
HE/SHE DEFINED	305
HOLIDAYS	239-243
Designation of	239
Eligibility for	241
Regular Part-Time Employees	243
Weekend Holidays, Observance of	240
HOSPITALIZATION/MEDICAL COVERAGE (Also See	
Insurance)	260-266
Coverage Provided	260
Enrollment	261
Leave of Absence, Coverage During	263, 266

SUBJECT	PARAGRAPH
Maintenance and Contribution	260, 262-264
Food Service Employees, Spring/Summer	264
Prescription Drug Rider	260
HOURS OF WORK	
Overtime Premiums	172-176
Regular	158
Shifts	177
Workday Defined	159
Work Schedule	160
Notification of Change	161-164
Workweek Defined	158
INSURANCE	
Accident and Sickness (Also See Accident and Sickness Insurance)	282-291
Dental (Also See Dental Insurance)	273-281
Hospitalization (Also See Hospitalization/Medical Coverage)	260-266
Life (Also See Life Insurance)	267-272
JOB CLASSIFICATIONS (See Appendix B, C and D)	341, 342, 343
JOB POSTING	104
JURY DUTY	217-218
LAYOFFS	
Exceptions to Provisions	89, 96-99
Notice of	94
Occupational Units Defined	95
Probationary Employees	78-79
Seniority Rights	80-88, 93
Qualifying Period	92
Temporary Employees	80
Union Stewards, Chief Stewards and Officers	124-128
LEAVES OF ABSENCE	
Bereavement (Also See Bereavement Leave)	294-298
Jury Duty (Also See Jury Duty)	217-218
Maternity	151
Medical	141
Military	154-155
Personal	150
Union Business	152
Union Educational	153
Veterans Educational	156
LIFE INSURANCE (Also See Insurance)	267-272, 340
Conversion to Individual Policy	269
Coverage Adjustments	272
Coverage Provided	267
Schedule of (See Appendix A)	340
Enrollment	268
Leaves of Absence, Coverage During	270
Maintenance and Contribution	267, 269
Reductions in Coverage	271
Termination of	269
LOCKOUTS	189
LONGEVITY PAY	244-259
Computation of	245

SUBJECT	PARAGRAPH
Continuous Service, Breaks in	247-248
Continuous Service Defined	246
Eligibility for	244, 250-251
Layoff and Leave Limitations	249
Payment of	252
Schedule	254-259
MAIL (See Campus Mail Service, Use of)	
MANAGEMENT RIGHTS	183-188, 194, 215
Creation or Modification of Rules, Policies, Regulations or Requirements	215
Discipline of Illegal Strikers	194
Exclusive Rights	183-187
Exercise of	188
Work Assignments	184-185
Work Methods	184-186
MEAL PERIODS	169
MEDICAL DISPUTE	219
MEDICAL INSURANCE (See Hospitalization/Medical Coverage)	
NEW JOBS	204-205
NON-BARGAINING UNIT EMPLOYEES, WORK OF	
Student Employees	220
Supervisors and Foremen	206-207
Temporary Employees	8
NON-DISCRIMINATION	3-4
OVERTIME	
Assignment of	208-209, 212, 214
Charging of	
Reclassified or Transferred Employees	213
Time Not Worked	211
Computation of	175-176
District Stewards and Alternates	36
Emergency Duty	171, 210
Posting of List	208
Premiums	
Holidays	174, 242
Per Day	172
Per Week	173
PARKING PERMIT (SERVICE) FOR LOCAL PRESIDENT	331
PROBATIONARY EMPLOYEES	
Defined	78
Layoff of	80
Representation Rights	79
PROMOTIONS, SENIORITY RIGHTS	106
PURPOSE AND INTENT	2-6
RECALL	
Notification of	91
Qualifying Period	92
Seniority Rights	89-90
RECOGNITION	7

SUBJECT	PARAGRAPH
RELEASE TIME	
Chief Stewards and Alternates	39, 61
District Stewards and Alternates	38, 60
Local President (Also See Appendix E)	40, 61, 69, 344
REPRESENTATION	28-35, 42
Districts	
Determination of	28-29
Disputes Concerning	29
Occupational/Representation Units	30-33
Unit I (Skilled Trades/Maintenance)	31
Unit II (Maintenance)	32
Unit III (Food Service)	33
Recognition of	
Chief Stewards and Alternates	35
District Stewards and Alternates	34
Third Shift Exception	42
REST PERIODS	167-168
RETIREMENT BENEFITS	292-293
Benefits Provided	293
Retirement Ages	292
RIGHTS OF THE EMPLOYER (Also See	
Management Rights)	183-188, 194, 215
RULES, POLICIES, REGULATIONS AND REQUIREMENTS	215-216
Creation or Modification of	215
Disputes Concerning Application of	216
SAFETY SHOE ALLOWANCE	306
SCOPE OF AGREEMENT	334-336
SENIORITY	
Defined	75
Layoff	80-88, 94
List of	76-77
Maintenance and Posting of	76
Order of Employees	77
Loss of	114-122
Probationary Employees	78
Recall	89-90
Shift Preference	123
Transfers	
In General	100-101
Multiple Location Preference	102
Permanent Work Movements	103
Union Representatives	
Chief Stewards	125
District Stewards	124
Officers	126
Order of Preference	127
Transfer or Reassignment of	128
Vacancies	104
SERVICE FEES (See Union Security)	
SHE/HE DEFINED	305
SHIFT DIFFERENTIAL	

SUBJECT	PARAGRAPH
SICK LEAVE	129-149
Benefit Entitlement	
Full-Time Employee	130, 132
Part-Time Employee	131, 132
Credit of	
Current Employee	148
Returning Employee	134
Eligibility	129
Leaves of Absence	
Accrual During	132
Transfer to	141
Proof of Illness	139-141
Unused Entitlements	142-144
Use of	
Immediate Family Illness or Injury	144-147
In General	135, 137
Personal Business	149
While on Disability Insurance	136
While on Workers' Compensation	138
Workday and Workweek Defined	133
SPECIAL CONFERENCES	303
STRIKES	
Discipline of Illegal Strikers	194
Prohibited Activities	189
Union Liability	190-193
STUDENT EMPLOYEES	220
SUB-CONTRACTING	304
SUPERVISORS AND FOREMEN, WORK OF	206-207
Emergencies	206
Instruction	207
SUSPENSION (See Discipline and Discharge)	
TEMPORARY EMPLOYEES	
Layoff of	80
Work Limitations	8
TRANSFERS	
Management Rights	
In General	183
Union Representatives	128
Seniority Rights	100-103
Temporary, Compensation for	113
TUITION REFUND PROGRAM (See Education/Tuition Refund)	
UNIFORMS	299-302
Cotton	299
Quantity and Replacement	300
Wearing of	301
Women Employees Choice of	302
UNION DEFINED	1
UNION MEETINGS, USE OF UNIVERISTY FACILITIES	332
UNION MEMBERSHIP, DISPUTES CONCERNING	
In General	25
Religious Conviction (See Appendix I)	348

SUBJECT	PARAGRAPH
UNION REPRESENTATIVES	36-42
Abuse of Consultation Rights	41
Consultation Rights	38-40
List of	37
Overtime for District Stewards and Alternates	36
Third Shift Exception	42
UNION SECURITY	10-27, 348
Check-Off	
Authorization Form	14-15, 17
Deductions	16, 18
Disputes Concerning	22
Termination of	21
Compliance with Provision	11-12
Condition of Employment	10
Disputes Concerning Membership	25, 348
Dues, Initiation Fees and Service Fees	
Duplicate Payment Refunds	19
Employees Direct Payment of	15, 24
Employer Liability for Deductions	14, 16, 23
Employer Remittance to Union	20
Non-Payment, Union Notification to Employer	13
Personnel Changes, Employer Notification to	
Union	26
Save Harmless	27
UNSCHEDULED CLOSEDOWNS	179-182
Notification of	179, 181-182
Work During	180
VACANCIES	104-112
Application/Bid for	106
Application/Bid Limitations	111
Compensation for Work Performed	112
Job Posting	104
Notification to Unsuccessful Bidders	107
Qualifying Period	109
Seniority Rights	105
VACATION	225-238
Benefit Entitlement	225-229
Compensation Rate of	232
Continuous Service Defined	230
Conversion to Sick Leave	238
First Year Eligibility	231
Issuance of Pay	233
Scheduling of and Limitations on	234-237
Pay in Lieu	235
WAGE RATES (See Appendix B, C and D)	
WORKDAY DEFINED	
Hours of Work	157, 159
Sick Leave	133
WORK SCHEDULE	
WORKWEEK DEFINED	
Hours of Work	158
Sick Leave	133



