

Collective Bargaining Agreement
BY AND BETWEEN

EASTERN MICHIGAN
U N I V E R S I T Y[™]



AND
AFSCME
LOCAL 3866

JUNE 22, 2005

TABLE OF CONTENTS

AFSCME LOCAL 3866

ARTICLE	PAGE
1 AGREEMENT	5
2 PURPOSE AND INTENT	5
3 RECOGNITION	5
4 TEMPORARY EMPLOYEES	5
5 AID TO OTHER UNIONS	6
6 UNION SECURITY	6
Union Membership/Service Fee Obligations	6
Check-Off Form	6
Deductions	7
Delivery of Executed Authorization of Check-Off Form	7
When Deductions Begin	7
Refunds	7
Remittance of Dues to Secretary-Treasurer	7
Termination of Check-Off	7
Disputes Concerning Check-Off	8
Limit of Employer's Liability	8
List of Members Paying Dues Directly	8
Disputes Concerning Membership	8
Notification to Union of Personnel Changes	8
Save Harmless	8
7 REPRESENTATION	9
Occupational/Representation Unit I	9
Occupational Representation Unit II	9
Occupational Representation Unit III	9
8 UNION REPRESENTATIVES	10
Overtime Work for Stewards	10
List of Union Representatives	10
District Stewards	10
Chief Stewards	11
Local President	11
Abuse of Provision	12
Third Shift Exception	12
9 GRIEVANCE PROCEDURE	12
General Provisions	12
Step One	14
Step Two	14
Step Three, Appeal Board	15
Step Four, Arbitration	15

10	SUSPENSION, DISCIPLINE OR DISCHARGE	17
	Notice of Discharge, Suspension or Discipline	17
	Appeal of Discipline	17
	Use of Past Record	17
11	SENIORITY DEFINED AND ITS APPLICATIONS	18
	Probationary Employees	18
	Layoff and Recall	19
	Exceptions to the Layoff and Recall Provisions	20
	Transfers	21
	Vacancies	21
	Temporary Transfer	23
	Temporary Upgrades	23
	Loss of Seniority	24
	Shift Preference	24
	Seniority of Stewards, Chief Stewards and Union Officers	25
12	SICK LEAVE	25
13	LEAVES OF ABSENCE	28
	Personal Leave	28
	Medical Leave	28
	Leave for Union Business	28
	Union Educational Leave	29
	Military Leave – Short Tours of Duty	29
	Military Leave – Extended Service	29
	Educational Leave of Absence for Veterans	29
	Family and Medical Leave Act	29
14	HOURS OF WORK, CALL-IN-PAY AND OVERTIME	31
	Regular Hours	31
	Workweek	31
	Workday	32
	Work Schedule	32
	Continuous Operations	33
	Rest Periods	33
	Meal Periods	33
	Clean-up Time	33
	Call-In-Pay	34
15	SHIFT DIFFERENTIAL AND HOURS	34
	Shift Hours	34
	Shift Differential	34
16	UNSCHEDULED CLOSEDOWNS	34
17	RIGHTS OF THE EMPLOYER	35
18	STRIKES AND LOCKOUTS	36
19	UNION BULLETIN BOARDS	36

20	TRAINING AND DEVELOPMENT OPPORTUNITIES	37
	University Sponsored Job Training	37
21	NEW JOBS	39
22	WORK OF SUPERVISORS AND FOREMEN	39
23	OVERTIME AND EQUALIZATION OF OVERTIME	40
	Overtime	40
	Equalization of Overtime	40
24	RULES, POLICIES, REGULATIONS AND REQUIREMENTS	41
25	JURY DUTY	42
26	MEDICAL DISPUTE	42
27	STUDENT EMPLOYEES	42
28	COMPENSATION	42
	Wage Adjustments	42
29	VACATION	43
30	HOLIDAYS	45
31	LONGEVITY PAY	45
32	HOSPITALIZATION/MEDICAL COVERAGE	47
33	LIFE INSURANCE, GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT	50
34	DENTAL INSURANCE	51
35	SHORT TERM DISABILITY INSURANCE	52
36	LONG TERM DISABILITY INSURANCE	53
37	RETIREMENT BENEFITS	54
38	BEREAVEMENT LEAVE	55
39	UNIFORMS	56
	Safety Shoe Allowance	56
40	SPECIAL CONFERENCES	56
41	SUB-CONTRACTING	56
42	TUITION WAIVER PROGRAM	
	Tuition Waiver Program	56
	Auditing of Classes	58
	Tuition Waiver Program for Employee, Spouses and Dependent Children	58
43	MISCELLANEOUS	59
	Service Parking Permit for Local President	59
	Union Meetings	59
	Mail	60
	Beeper Pay	60
	Definitions	60
44	SCOPE OF AGREEMENT	61
45	DURATION AND AMENDMENT	61

APPENDIX A	
GROUP LIFE INSURANCE	63
APPENDIX B	
WAGE RATES	64
APPENDIX B (2)	
WAGE RATES	65
APPENDIX C	
LETTER OF AGREEMENT – AMERICANS WITH DISABILITIES	66
APPENDIX D	
LETTER OF AGREEMENT – EXECUTING LETTERS OF UNDERSTANDING AND MODIFICATIONS	67
APPENDIX E	
LETTER OF AGREEMENT – SPRING/SUMMER JOB OPPORTUNITIES FOR RELEASED FOOD SERVICE EMPLOYEES	68
APPENDIX F	
LETTER OF AGREEMENT – PAST LETTERS OF AGREEMENT	70
APPENDIX G	
LETTER OF AGREEMENT – UNION BULLETIN BOARDS	71
APPENDIX H	
SUBCONTRACTING	72
APPENDIX I	
SPECIAL TRAINING	73
APPENDIX J	
FLEXIBLE SPENDING	74
APPENDIX K	
DOMESTIC PARTNER	75
APPENDIX L	
SHOP RULES	76
ADDENDUM TO MASTER AGREEMENT	78

ARTICLE 1

AGREEMENT

- 1 This Agreement is made and entered into this June 22, 2005 by and between Eastern Michigan University, hereinafter referred to as the EMPLOYER, and Local Union 3866 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 2

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, sexual orientation or political belief or for participation in or affiliation with any labor organization. Further, the parties will not discriminate against, restrain or coerce any employee because of or with respect to any lawful union activity or the employee's membership or non-membership in the Union.
- 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 3

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 unit, described as follows:

All regular full and part time employees with "FM" classifications, excluding supervisors, police officers, and student employees.

ARTICLE 4

TEMPORARY EMPLOYEES

- 8 Temporary employees may be employed for up to one hundred (100) work days unless replacing a regular employee who is using accrued sick time or who is on an approved leave of absence in which case the one hundred (100) work day

time limit no longer applies.

ARTICLE 5 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 6 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 Local 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 thereafter from the first (1st) and second (2nd) biweekly 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 AFSCME Local 3866.

REMITTANCE OF DUES TO SECRETARY-TREASURER

- 20 Deductions for any calendar month shall be remitted to the designated representative of AFSCME Local 3866 as soon as possible after the first (1st) pay of that month. The Employer shall furnish the designated financial officer of AFSCME Local 3866 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 Local Union shall be sent at the same time to the Secretary-Treasurer of Council 25.

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, including actions arising from the Union's failure to accurately apportion dues as between amounts directly associated with the administration and negotiation of the collective bargaining agreement and amounts associated with non-collective bargaining activities and functions of Local 3866, Council 25-AFSCME, and AFSCME International.

ARTICLE 7

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 is undertaken for the purpose of defining geographic areas for steward responsibilities and for determining order of layoff under the terms of Article 11, marginal paragraphs 89-104. Districts 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 Unit I (Skilled Trades/Maintenance)
- District 1. Carpenters, Painters
 - District 2. Plumbers
 - District 3. Electricians
 - District 4. University Stores
 - District 5. Transportation and Garage, Heating Plant
 - District 6. Grounds and Intercollegiate Athletics
 - District 7. Audio Visual
- 32 Unit II (Maintenance)
- District 1. McKenny
 - District 2. Physical Plant
 - District 3. College of Business
 - District 4. Rackham, Sherzer, King
 - District 5. Sill, Paint Research, President's House, Alexander, Quirk
 - District 6. Boone, Pierce, Ford, Roosevelt, Pease, Business and Finance, Welch, Starkweather
 - District 7. Strong, Jefferson, Briggs
 - District 8. Pray-Harold
 - District 9. Bowen, Warner, Olds/IM, Police Station, Snow Health
 - District 10. Floater Crew #1, Dorm Complex #2
 - District 11. Dorm Complex #1, Dining Commons #1,
 - District 12. Jones-Goddard, Brown-Munson, University Apartments
 - District 13. Dorm Complex #3, Hoyt Conference, (Hoyt, Pittman, Hill)
 - District 14. Halle, Marshall and Porter
- 33 Unit III (Food Services)
- District 1. Central Catering
 - District 2. Central Production
 - District 3. Dining Commons #1
 - District 4. Pastry Crew, Pot and Pan/Baker's Helper

District 5. Eastern Eateries
District 6. College of Business, Olds/IM, McKenny, Halle

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

Unit I: Districts 1-7
Unit II: Districts 1-14
Unit III: Districts 1 - 6

- 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.
- 36 Unit II shall have one (1) Chief Steward and One (1) Alternate Chief Steward for Housing Employees and one (1) Chief Steward and one (1) Alternate Steward for Physical Plant Employees.

ARTICLE 8 UNION REPRESENTATIVES

OVERTIME WORK FOR STEWARDS

- 37 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

- 38 The Union will furnish the Employer's Employee 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 Employee Relations Office shall likewise keep the Union advised as to its representatives.

DISTRICT STEWARDS

- 39 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 requesting employee's supervisor will send for the district steward without undue

delay. The District Steward's 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

- 40 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

- 41 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.
- 42 The amount of release time taken by the President shall not exceed four (4) hours per day and shall be taken during the one (1) hour period at the beginning of the President's work shift and during the three (3) hour period at the end of the President's work shift.

- 43 In addition to the investigation of grievances, the Local President may also utilize such release time for the preparation of arbitration hearings, grievance processing, attending grievance hearings, special conferences, and meetings with employees at their work sites on matters related to same. All meetings with employees must be arranged in advance with the approval of such employee(s)' supervisor(s). In the event that the President is released from work at other times at the request of the Employer, such release time shall be considered as an addition to the release time herein provided.
- 44 The Local President may be required to provide periodic accountings to the Office of Employee Relations of the release time he or she uses. Such accountings would include the date, time, location and nature of activity (e.g. grievance meeting, special conference, or other grievance related matters) the names of individuals involved, and supervisors contacted for meeting approvals. The Local President shall perform his or her regular work when not performing the above mentioned activities.
- 45 In the event that the current Union President is replaced, or for any other reason that may make this provision burdensome to either party, the Union and the University shall meet to discuss alternate means of distribution of the Union President's release time.

ABUSE OF PROVISION

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

THIRD SHIFT EXCEPTION

- 47 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 9 GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 48 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.
- 49 2. A written grievance shall include the following information:
- 50 a. It shall be signed by the grievant(s) and appropriate Union Representative(s).

- 51 b. It shall contain a statement of the grievance.
- 52 c. It shall cite the specific clause(s) of the Agreement alleged to
have been violated.
- 53 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.
- 54 e. It shall specify the relief requested.
- 55 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.
- 56 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.
- 57 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.
- 58 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.
- 59 7. A grievance may be 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.
- 60 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.
- 61 9. Where one (1) or more grievances involve a similar issue, those
grievances may be held in abeyance pending the disposition of the ap-
peal of a representative case which shall control the result of all such
cases.

- 62 10. The Arbitration provisions of this Agreement are expressly and exclusively 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.
- 63 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. Any agreement reached between the Employer and the Union shall be binding upon the Union and its members, the Employer and affected employees.
- 64 12. No Agreement shall add to, subtract from or modify the terms of this Agreement unless done so in writing and approved by the Director of Employee Relations or his/her designee and the Local President. Any agreement so reached shall be binding upon the Union and its members, the Employer and affected employees.
- 65 13. For purposes of computing workdays pursuant to this Article, Saturdays, Sundays and holidays shall be excluded.

B. PROCEDURE

STEP I

- 66 1. An employee or group of employees having a grievance in connection 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 Employee Relations Office.

STEP II

- 67 1. Within ten (10) workdays after receipt of the written grievance by the Employer's Employee Relations Office, or such further time as is mutually agreed upon, a representative of the Employee Relations Office shall schedule a meeting with the Local President, 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. For the purpose of hearing a grievance at Step II which is signed by more than one (1) employee,

or multiple grievances which involve a similar issue, the Union shall designate one (1) employee (Grievant) to represent the issue at the Step II hearing.

- 68 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

- 69 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 Employee 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.
- 70 2. Within twenty (20) workdays after receipt of the Step III referral, or such further time as is mutually agreed upon, the Appeal Board shall meet to further consider the grievance.
- 71 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

- 72 1. If a grievance is not resolved at the Step III Appeal Board meeting, the Union may submit the grievance to final and binding arbitration by notifying the Employer. Within twenty (20) workdays of receipt of the Employer's written Step III answer, AFSCME's Local 3866 President shall provide written notice to the Office of Employee Relations of the Union's intent to arbitrate. If such written notice is not given to the Employer's Office of Employee Relations within twenty (20) work days, or any mutually agreed extension of such time, the grievance is barred from arbitration and the Employer's disposition of the grievance shall be final.
- 73 2. Upon timely receipt of the Union's written notice of its intent to arbitrate, the Employer's Office of Employee Relations shall assign an arbitrator from the panel of arbitrators set forth in paragraph 3 below. If an arbitrator is not available to hear a grievance, or if the parties cannot mutually agree to a hearing date offered by an arbitrator that falls within six (6) months of the date the Employer received the

Union's notice of intent to arbitrate, the Employer shall so inform the Union by certified mail. Within twenty (20) workdays of receipt of the Employer's notice, the Union may file a Demand for Arbitration with the Federal Mediation and Conciliation Service. The Demand for Arbitration shall be written with concurrent notification thereof to the Employer's Director of Employee Relations. Notification to the Director of Employee Relations shall be subject to the same time limitations for filing with the Federal Mediation and Conciliation Service. If a Demand for Arbitration is not filed with the Employer's Director of Employee Relations and the Federal Mediation and Conciliation Service 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. The Union's Demand for Arbitration shall be considered filed on the basis of the postmark.

- 74 3. Panel of Arbitrators
Mario Chiesa Paul E. Glendon
William P. Daniel Ruth E. Kahn
Ben Wolkinson Patrick A. McDonald

75 Prior to an arbitrator's appointment, either party may, upon sixty (60) calendar days notice to the other party, summarily and without cause, strike one of the arbitrator's names from the Panel of Arbitrators, whereupon the parties shall meet and select a mutually agreed upon replacement.

76 4. 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.

77 5. 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.

78 6. 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 unless subpoenaed by said court.

ARTICLE 10

SUSPENSION, DISCIPLINE OR DISCHARGE

NOTICE OF DISCHARGE, SUSPENSION OR DISCIPLINE

- 79 Assessments of discharge, suspension or discipline shall occur not later than the forty-five (45) days from the day the Employer first became aware of the infraction giving cause for disciplinary action. 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, the Alternate Chief Steward, if available, of the discharge, suspension or discipline and provide a copy for the Local President.
- 80 A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Chief Steward, or if unavailable, the Alternate Chief Steward, if available, 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/her Chief Steward or if unavailable, the Alternate Chief Steward, if available. If both the Chief Steward and Alternate Chief Steward are unavailable, upon request of a discharged or suspended employee for Union representation, the Employer shall select a Union Steward to meet with the employee before he/she is required to leave the premises of the Employer.

APPEAL OF DISCIPLINE

- 81 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

- 82 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 Employee Relations Office at the Second Step of the Grievance procedure within five (5) workdays of the suspension or discharge.

USE OF PAST RECORD

- 83 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. At the request of the employee, the Employer will remove from the employee's official personnel file those records of disciplinary action(s) which no longer have any force and effect within the

progressive disciplinary procedure as set forth herein and in the Employer's Shop Rules for Bargaining Unit Employees. Time spent on leave of absence of any type shall not be included in calculating the expiration date of any disciplinary action which may be, or may have been, issued in connection with violations of the University's Attendance Guidelines.

ARTICLE 11 SENIORITY DEFINED AND ITS APPLICATIONS

- 84 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. Except as otherwise provided, 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.
- 85 Within twenty (20) calendar days after the date of the execution of this Agreement, the Employer will provide the Local President a unit-wide seniority list which may be posted on the appropriate bulletin boards. The Employer will also furnish the Chief Stewards with copies of such lists. The Employer will maintain an up-to-date seniority list, a copy of which shall be provided the Local President for posting on the appropriate bulletin boards, and copies to Chief Stewards at three (3) month intervals following the initial posting.
- 86 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

- 87 New employees shall be considered as probationary employees for the first one hundred and twenty (120) 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. Probationary employees shall not be eligible for group medical, dental, or life insurance until ninety (90) days continuous service.
- 88 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

89 Except for decreases in the labor force as set forth in paragraphs 105-108, 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:

- 90 (a) To transfer into a job vacancy, if any, in the same classification and pay grade within the occupational unit;
- 91 (b) To replace the least senior employee in the same classification and pay grade within the occupational unit;
- 92 (c) To replace the employee with the least seniority within his/her pay grade and within his/her occupational unit;
- 93 (d) To transfer into a job vacancy, if any, in the next lower pay grade within his/her occupational unit;
- 94 (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;
- 95 (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;
- 96 (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;
- 97 (h) Be laid off.

98 When the working force is increased after a layoff, employees will be re-called 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.

99 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.

- 100 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.
- 101 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 paragraph 89-96 above, and the employee displaced will be returned to the job.
- 102 In applying the procedure set forth above, in no case shall a displaced employee replace an employee who has greater bargaining unit seniority.
- 103 Employees to be laid off for an indefinite period of time (not including regular scheduled closedowns based upon the Employer's calendar) shall have at least seven (7) calendar days notice of layoff. The Employer will send the Local Union President a list of the employees being laid off on the same date the notices are issued to the employees.
- 104 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:

- 105 (a) The layoff procedure provided herein shall not be applicable to Food Service Employees laid off during scheduled closedowns 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.
- 106 (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.

- 107 (c) Food Service employees not scheduled to work in Food Service during such scheduled closedowns as defined in paragraph 106 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.
- 108 (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

- 109 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.
- 110 If an employee is transferred to a position under the Employer not included in the bargaining unit for more than sixty (60) days 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.
- 111 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.
- 112 The Employer agrees that in any permanent movement of work not covered in paragraphs 101 and 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

- 113 Bargaining unit position vacancies, if to be filled, 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. Selection of the successful bidder for such vacancy will be made not later than the forty-fifth (45th) day after the posting period expires, except in extenuating circumstances. Where a job is re-posted, the forty-five (45) day period shall begin anew.
- 114 The Employer will make job awards within the bargaining unit available on a

seniority basis to its employees who possess the necessary qualifications and the demonstrated ability to perform the essential duties for the position under consideration. Each individual candidate is responsible for ensuring within the seven (7) day posting period, that his or her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he or she desires the Employer to consider in evaluating his or her candidacy.

- 115 Employees desiring consideration for posted positions shall complete the appropriate application/bid form available in the Employer's Employment Office. The completed application/bid form must be submitted to the Employment Office 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. An employee with a current disciplinary action for attendance shall be disqualified from bidding until such time as the discipline shall have expired.
- 116 The Employer shall notify, in writing, all Bargaining Unit applicants of the disposition of their applications and place a copy of same in their official Personnel File. Provision of the name and seniority date of the employee awarded the position shall be deemed appropriate notification to candidates not being offered the position.
- 117 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.
- 118 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 be returned 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.
- 119 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.
- 120 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 one hundred and eighty (180) days, except where the employee desires consideration for a vacancy with a higher rate of pay or where the employee works less than full time and is applying or bidding on a full time position.

- 121 During the period he/she is performing the work, an employee will receive the rate of the job he/she is performing.

TEMPORARY TRANSFER

- 122 If an employee is temporarily assigned to a higher rated classification he/she shall be paid at the higher rate while performing such work. If the employee performs such higher rated work 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.

TEMPORARY UPGRADES

- 123 When filling a temporary upgrade, where qualifications and ability are equal between an external candidate and a bargaining unit member, the Employer will place the bargaining unit member in the temporary upgrade position. Where qualifications and ability are equal among bargaining unit members, the Employer will place the most senior bargaining unit member in the temporary upgrade position. For five (5) days at the end of each calendar quarter, the Employer will post a notice at the time clocks advising eligible employees interested in being considered for temporary upgrades for the following quarter to sign the Upgrade Availability List maintained in each operational area. At the request of the Local President, a copy of the Upgrade Availability Lists shall be provided to the Union. Employees with a current discipline on file are not eligible to sign the list.
- 124 When the Employer determines a need to assign an employee to a temporary upgrade, such assignments will be made only from the appropriate Operations Area's current list. A temporary employee may be used to fill the vacancy resulting from the upgrade of the bargaining unit employee.
- 125 For assignments in excess of six (6) months or where the Union believes an assignment has been made in error, the Union may request to meet in Special Conference to discuss and seek to resolve the issue. The decision of the Employer is not subject to grievance.
- 126 As of the inception of this Agreement, the Operational Areas are defined as :
- a. Physical Plant (including Housing)
 - b. McKenny Union
 - c. Dining Services
 - d. Athletics
 - e. Convocation Center

It is understood and agreed that the number and composition of these Operational Areas may change during the life of the Agreement, as determined by the Employer

LOSS OF SENIORITY

- 127 An employee shall lose his/her seniority for the following reasons:
- 128 (a) He/she quits.
- 129 (b) He/she is discharged and the discharge is not reversed through the grievance procedure.
- 130 (c) He/she retires or receives a pension under the Pension Plan of this Agreement.
- 131 (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.
- 132 (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.
- 133 (f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
- 134 (g) If laid off for a period of twenty-four (24) months or actual seniority, as of the date of layoff, whichever is less.
- 135 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

- 136 Shift preference will be granted on the basis of seniority within classification. Upon receipt of a written request from a seniority employee to the Director of Employment, such employee shall within twenty (20) working days, replace the least senior employee within their classification on the desired shift who has not already been subject to shift displacement within the preceding twelve (12) calendar months provided the affected employees can perform the work. After exercising such shift preference, such an employee may not exercise his/her shift preference again for a period of one (1) year, nor may he/she be displaced by

another employee's shift preference for an identical period of time [one (1) year]. An employee displaced by another employee's exercise of this provision shall not be subject to further displacement under the terms of this provision for one (1) year. Shift preference limitations provided herein are not intended to restrict an employee's right to bid on posted Bargaining Unit vacancies beyond those limitations provided elsewhere in this Agreement.

SENIORITY OF STEWARDS, CHIEF STEWARDS AND UNION OFFICERS

- 137 Notwithstanding their positions on the seniority list, District 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.
- 138 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.
- 139 Notwithstanding his/her position on the seniority list the President of the local union, who shall be a seniority employee 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 his/her bargaining unit which they are capable of performing provided such individual has 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 his/her bargaining unit which he/she is capable of performing.
- 140 Notwithstanding their position on the seniority list, for the purposes of this Provision the Local President shall be given preference over the Chief Stewards and District Stewards; and Chief Stewards over District Stewards provided such individuals have direct responsibility for the administration of the contract. This provision does not apply to any other bargaining unit employees.
- 141 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 12 SICK LEAVE

- 142 1. Each regular full-time seniority employee who has completed his or her probationary period will be credited with 104 (one hundred and four) hours of Sick Leave annually on July 1st, subject to the restrictions and provisions set forth below, and provided further that at no time shall the total accumulation of sick leave available to any employee's credit exceed sixteen hundred (1,600) hours. Employees

with at least twelve (12) months continuous service, who during the fiscal year use no more than eighty (80) Sick Leave hours, shall, at his/her option, receive a cash payout of twenty-four (24) Sick Leave hours, payable in July of the following fiscal year.

- 143 2. A newly hired employee shall, following the completion of his or her probationary period, be credited with one twelfth (1/12th) of the annual Sick Leave credit for each complete calendar month remaining between his or her first actual day of work and the following June 30th.
- 144 3. A part-time employee shall have his or her Sick Leave credit as provided above in Section 1 or 2 prorated based on the ratio between the number of hours regularly worked and forty (40) hours. A full-time employee who has less than a twelve (12) month appointment shall accumulate Sick Leave as provided for in Sections 1 or 2 above prorated based on the ratio between the number of months of their appointment and twelve (12) months. For such employee who is offered and accepts a Spring/Summer appointment, his/her sick leave proration will be adjusted accordingly.
- 145 4. A seniority employee unable to work because of illness or injury or, subject to the limitations provided below in Section 8, because of illness or injury of a member of his or her immediate family, may use his or her Sick Leave credit in any month of the year in which he or she is scheduled to be on the payroll, but only for the number of working days in such month for which he or she is scheduled to receive remuneration.
- 146 5. Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five (5) days of a regular week.
- 147 6. If an employee elects to use his or her Sick Leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receives his or 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 or her regular earnings and his or her compensation benefits for each pay period.
- 148 7. Whenever a seniority employee has used up all of his or her Sick Leave credit provided for in Section 1 or 2 above, he or she will be removed from the payroll until he or she reports back to duty. An employee who is unable to work because of sickness or injury will, upon request, be placed on a Medical Leave of Absence without pay after exhausting all rights to paid sick leave. Such Medical Leave of Absence shall be for not less than 3 days. The Employer may require a statement from the employee's doctor if such leave extends for more than five (5) days beyond exhaustion of such Sick Leave credits.

- 149 8. Sick Leave utilized by an employee for illness or injury of a member
of the immediate family shall be based on the merit of the case and
limited by the following provisions:
- 150 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.
- 151 b. “Immediate Family” for 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.
- 152 c. Requests for the above shall be routed through normal
administrative channels and be decided by the Director of
Employee Relations or his designee.
- 153 9. An employee may not use Sick Leave and concurrently receive
benefits from a University authorized disability insurance plan.
- 154 10. An employee with ten (10) or more years’ service and who is over age
fifty (50) on the date he/she separates from the University for
retirement purposes in accordance with the provisions of the
Michigan Public School Employees Retirement Fund shall be paid for
fifty percent (50%) of his/her unused sick leave as of the effective
date of separation. Such payments are to be made at the employee’s
rate of pay as of the date of separation.
- 155 11. In the case of the death of an employee, payment of fifty percent
(50%) 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
- 156 12. Upon twenty-four (24) hours advance approval by his/her immediate
supervisor, an employee may use up to four (4) sick leave days each
fiscal year for personal business. In emergency situations that could
not have been foreseen by the employee, the supervisor may grant an
exception to the twenty-four (24) hour advance notice requirement.
Advance approval of the supervisor shall continue to be required in all
instances.
- 157 13. 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 provided above in
Section 12) may be required to provide his/her immediate supervisor
an appropriate physician’s statement or a sworn affidavit that the
claim of absence for any of the reasons stated above is bona fide. If
such a statement is requested, the employee’s absence will be

considered lost time and the employee's pay reduced accordingly until the statement is presented to the employee's supervisor.

ARTICLE 13 LEAVES OF ABSENCE

A. GENERAL

PERSONAL LEAVE

- 158 Leave of Absence up to three (3) months (without pay) may be granted by the Director of Employment 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. The position of an employee on leave may be posted at the discretion of management. At the conclusion of a personal leave, an employee eligible to return to work will be placed in his/her former position, provided the position is vacant and the Employer determines a need to fill the position. If the employee is unable to return to his/her former position, as provided herein, he/she may exercise his/her seniority in accordance with Article 11.

MEDICAL LEAVE

- 159 Seniority employees unable to work because of sickness, injury, or maternity disability may be granted a medical leave of absence, without pay, after exhausting all rights to sick leave, as provided in Article 12. Leaves of absence for like causes may be extended by the Employer, but the total leave time shall not exceed one (1) year; however, the total length of such leave and any extensions may not exceed two (2) years. Seniority shall accumulate during such leave. An appropriate physician's statement may be required by the Employer in support of a request for a medical leave of absence, extension of leave, or failure to return from a medical leave of absence. The position of an employee on medical leave may be posted at the discretion of management. At the conclusion of a medical leave, excluding leaves covered under FMLA or Workers' Compensation, an employee eligible to return to work will be placed in his/her former position, provided the position is vacant and the Employer determines a need to fill the position. If an employee is on a FMLA leave or Workers' Compensation leave he/she will be returned to his/her former position, including location. If the employee is unable to return to his/her former position, as provided herein, he/she may exercise his/her seniority in accordance with Article 11.

LEAVE FOR UNION BUSINESS

- 160 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

- 161 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

- 162 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

- 163 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

- 164 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.

B. FAMILY AND MEDICAL LEAVE ACT

- 165 1. A bargaining unit member shall be granted an unpaid leave under the FMLA for any one or more of the following events:
- 166 a. Birth of the member's child and to care for the child.
- 167 b. Placement of a child with the member for adoption or foster care.
- 168 c. To care for the members spouse, child, or parent who has a serious health condition.

- 169 d. A serious health condition that makes the member unable to
perform his/her duties.
- 170 2. A bargaining unit member who has been employed by the University
for a minimum of 12 months and has worked a minimum of 1250
hours during the immediately proceeding 12 month period shall be
granted up to 12 work weeks of unpaid FMLA leave.
- 171 3. A bargaining unit member who has been employed less than 12
months but has successfully passed his/her probation may apply for an
unpaid leave under the Personal Leave or the Medical Leave
provisions of this Article for any one or more of the events listed
under B (1) (a) through B (1) (d), above.
- 172 4. On return from an approved FMLA leave, the member shall be
returned to his or her former position. If the employee's former
position no longer exists, he/she shall be returned to an equivalent
position within his/her former District. The member shall not lose
any employee benefits or seniority that accrued prior to the FMLA
leave; however, the member shall not accrue any benefit, unless
FMLA runs concurrent with paid leave under Article 12 or Article 29,
while on such leave.
- 173 5. During the 12 work week period of approved FMLA leave, the
University shall maintain the member's health care coverage.
However, should the member fail to return to work for reasons other
than the continuation, recovery, or onset of a serious health condition
or other circumstances beyond the member's control, the University
shall have the right to recover the premiums paid by the University. In
this situation, the University may request certification of inability to
return to work, as specified and allowed by the FMLA.
- 174 6. Concurrent with his/her FMLA leave a member is required to first
exhaust any available paid leave under Article 12 or Article 29 if the
leave is for any of the provisions set forth in B (1) (a), (b), or (c),
above. Upon exhaustion of such paid leave, the remaining portion on
the 12 weeks FMLA leave shall be unpaid.
- 175 7. Entitlement to a leave under B (1) (a) or (b), above, expires at the end
of the 12 month period which began with the date of birth or
placement. For example, if a child is born or placed on March 19, the
leave must be completed by March 19 of the following year.
- 176 8. Spouses, both of whom are employed by the University, are entitled to
a combined total of 12 weeks of unpaid leave during any 12 month
period for the birth, care, placement, or foster care of their child, or
for the care of a parent with a serious health condition. However, each
bargaining unit member may use up to 12 weeks of unpaid FMLA
leave during any 12 month period to care for his/her child or spouse

who is suffering from a serious health condition.

- 177 9. A member who requests a leave as set forth in B (1) (a) - (d), above, must notify his/her immediate supervisor, in writing, not less than 30 calendar days in advance of the starting date of the leave. If not foreseeable, the member must provide as much written notice as is practicable under the circumstances. The member should keep his/her immediate supervisor informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 178 10. If a member requests a leave as outlined in B (1) (c), or (d), above, the University may require a health care provider's certification or recertification for a health condition of either the member or the member's spouse child, or parent. In cases where the University has reason to doubt the validity or the health care provider's statement or certification for leaves taken under B (1) (c) or (d), above, the University may, at its expense, require a second and third opinion, as specified by the FMLA.
- 179 11. A leave taken under B (1) (a) or (b), above, shall not be taken intermittently or on a reduced leave schedule unless the University and the bargaining unit member so agree.
- 180 12. A leave taken under B (1) (c) or (d) may be taken intermittently or on a reduced leave schedule when medically necessary, provided that, where such leave is foreseeable based upon planned medical treatment, the University may require the bargaining unit member to transfer temporarily to an available alternative position offered by the University for which the member is qualified and which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the member's regular position.

ARTICLE 14 HOURS OF WORK AND CALL-IN-PAY

REGULAR HOURS

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

WORKWEEK

- 182 The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations. Notwithstanding any other provision in this Agreement, a manager or supervisor may choose to offer or not offer a four (4) consecutive day, ten (10) hour workweek ("4/10"). Such decision shall be at the sole discretion of the Employer and shall not be subject to grievance or arbitration. If such workweek is made available, employees within the jurisdiction of the manager or supervisor who is making the "4/10" workweek available may volunteer to

work such "4/10" workweek. Thereafter, volunteers will be selected by seniority to fill available openings on such "4/10" workweek. Once assigned to such "4/10" workweek schedule, an employee may, after 30 days on the shift, request to change back to a five (5) day, eight (8) hour workweek. Such schedule reversion will be accomplished in not more than two weeks thereafter, giving due consideration to the need for an orderly transition.

Effective May 9th, 2000 the Employer may post position vacancies arising from attrition or from creation of new positions with workweeks other than Monday through Friday inclusive. Thereafter, the Employer may change the workweek for that position as needed provided the requisite notice is furnished the Union in accordance with mp 185, below.

NOTE: From May 9th, 2000 through and including June 30, 2002, employees on a Monday through Friday work week as of May 9th, 2000 other than those engaged in six- or seven-day or continuous operations will not have their workweek changed provided they remain in the position they occupied as of May 9th, 2000. This "grandfather" provision shall not apply to anyone who successfully bids to another position on or after May 9th, 2000.

WORKDAY

- 183 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 or employees scheduled for four (4) ten (10) hour shifts.

WORK SCHEDULE

- 184 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 five (5) working days prior to the effective date of the proposed change. Any employee who complains of personal discrimination shall have recourse though the grievance procedure.
- 185 a. When the Department posts a new (vacant) schedule in a work area or building on an existing shift, or when additional (vacant) start times are added to existing shift schedules in such work area or building, employees assigned to that work area or building, and who are on the same shift as the new schedule, are in the same department and classification specified in the new schedule, and who wish to avail themselves of such new start time shall make their interest known to their immediate supervisor in writing. Where more than one employee has expressed interest in changing to the new start time, the senior employee will be so assigned.

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

187 (a) Changes which affect a single district - District Steward.

188 (b) Changes which affect two (2) or more districts in an occupational/representation unit - Chief Steward of such unit.

189 (c) Changes which affect two (2) or more occupational/representation units - Local President or his designee.

CONTINUOUS OPERATIONS

190 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.

191 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

192 The work schedules of all employees shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest periods of employees other than bus drivers shall be scheduled at the middle of each one-half (1/2) 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 over-time if they are scheduled to continue work thereafter.

193 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

194 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

195 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

- 196 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.

ARTICLE 15 SHIFT DIFFERENTIAL AND HOURS

SHIFT HOURS

- 197 The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:30 p.m. The second shift is any shift that regularly starts on or after 12:30 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

- 198 Employees assigned to work the second or third shift shall receive, in addition to their regular pay, a premium of forty (40) cents and fifty (50) 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 16 UNSCHEDULED CLOSEDOWNS

- 199 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 closedown 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 closedown. For the remainder of such closedown 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.
- 200 During unscheduled closedowns 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 closedowns 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 closedown, 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 closedown who fail to do so, shall be ineligible for compensation pursuant to this provision.

- 201 In the event of a temporary closedown 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 Newsline
EMU Department of Public Safety
EMU Switchboard
WEMU-FM - 89.1

- 202 The University shall also attempt to have notification to employees broadcast through local radio stations, such as:

CKLW
WJR
WAAM

ARTICLE 17 RIGHTS OF THE EMPLOYER

- 203 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:

- 204 (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;
- 205 (b) the right to determine the work to be done by employees in the unit;
- 206 (c) the right to change or introduce new or improved operations, methods, means or facilities;
- 207 (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.

- 208 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 18 STRIKES AND LOCKOUTS

- 209 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.
- 210 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:
- 211 (a) their action is in violation of the Agreement, subjecting them to discharge or discipline;
- 212 (b) the Union has not authorized the strike, slowdown, or suspension of work and does not approve or condone it and;
- 213 (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.
- 214 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 19 UNION BULLETIN BOARDS

- 215 The Employer will provide enclosed bulletin boards which shall be lockable at the following locations:
- (a) Custodial Time Clocks at Marshall, Mark Jefferson, Pray-Harold, Porter and Rec IM
 - (b) Maintenance Time Clock
 - (c) Hoyt Conference Center
 - (d) DC-1 (Downstairs)
 - (e) DC-1 (Upstairs)
 - (f) McKenny Union
 - (g) Hill Hall
 - (h) Eastern Eateries

- (i) Central Stores
- (j) Heating Plant
- (k) College of Business building
- (l) Halle Library
- (m) Jones-Goddard (Goddard time station)

216 These bulletin boards may be used by the Union for posting notices of the following types:

- 217 (a) Notices of Union recreational and social events.
- 218 (b) Notices of Union elections.
- 219 (c) Notices of results of Union elections.
- 220 (d) Notices of Union meetings, conferences, conventions, institutes, etc.
- 221 (e) Official correspondence relating to union activities.

222 It is understood that such notices shall not be derogatory or inflammatory.

223 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 Employee 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 20 TRAINING AND DEVELOPMENT OPPORTUNITIES

224 A. The Employer and the Union reaffirm their commitment to increase productivity, upward mobility and general employee development through educational and training opportunities. During the term of this Agreement there shall be a task force with responsibility to study and recommend proposals concerning educational and training opportunities. The task force shall consist of four (4) representatives selected by the Employer, and four (4) representatives selected by the Union, and shall be chaired by the Assistant Vice President of Human Resources or his/her designee.

UNIVERSITY SPONSORED JOB TRAINING

225 B. The parties recognize that both the University and individual employees may benefit from off-duty vocational training that is directly related to skills and abilities needed in an employee's present job assignment.

226 C. To the extent the University may, in its sole and exclusive discretion,

elect to fund and make such self-development opportunities available, eligible employees shall be reimbursed for the full tuition cost of up to three (3) credit hours per semester at Washtenaw Community College, or such other institutions as may from time to time be approved by the University. This program covers tuition only. Registration and other incidental fees and expenses shall be borne by the employee.

- 227 D. An employee shall be eligible for tuition reimbursement if he/she
228 satisfies the following terms and conditions:
- 229 1. The employee must be a regular employee in the bargaining unit
230 prior to the first day of classes of the semester for which he/she
231 plans to register.
- 229 2. The employee must have received no prior disciplinary actions
230 within the preceding 24 month period.
- 230 3. The employee must present evidence to the Employer's Benefits
231 Office confirming that he/she has satisfied all admission
 requirements and is eligible to enroll in the courses for which
 tuition reimbursement is being requested.
- 231 4. The employee must submit a completed application for Tuition
 Reimbursement to the Benefits Office not less than five (5)
 working days prior to the last day of registration. This application
 must describe the job related nature of the instructional training
 and be signed and approved by the employee's Department Head.
 Upon verification of eligibility, and the availability of funds, a
 Tuition Reimbursement will be issued to the employee by the
 Benefits Office. An employee must allow twenty-four (24) hours
 for approval prior to picking up the tuition reimbursement form.
- 232 NOTE: Failure to submit a completed application within the
 timelines provided forfeits the employee's eligibility for
 that semester.
- 233 5. Eligible full-time employees shall be entitled to full tuition
 reimbursement benefits as herein described. Part-time em-
 ployees 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 benefits.
- 234 6. The employee must take courses during non-working hours.
- 235 7. The employee must agree that tuition reimbursement benefits
 shall be forfeited under the terms and conditions hereinafter
 provided:

- 236 a. 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.
- 237 b. The employee fails to complete a course within the semester in which it is taken, or fails to provide to the Benefits Office, within thirty (30) calendar days of the end of the semester in which the course is taken, satisfactory evidence of having achieved a grade of “pass” or “C” or above.
- 238 c. 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 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.).

ARTICLE 21 NEW JOBS

- 239 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 in Appendix B.
- 240 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 herein above 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 22 WORK OF SUPERVISORS AND FOREMEN

- 241 Supervisors and Foremen shall not perform work of any job classification of the Bargaining Unit. It is however, understood that under emergency conditions when regular employees are not immediately available, supervisors and foremen may perform bargaining unit work.
- 242 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.

OVERTIME

- 243 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.
- 244 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.
- 245 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.
- 246 In no case shall premium pay be paid twice for the same hours worked.

EQUALIZATION OF OVERTIME

- 247 Overtime hours shall be divided as equally as possible among eligible 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 over-time hours. An eligible employee is one who has signed the overtime availability list established by the Employer. Employees who decline to sign the overtime availability list shall not be subject to overtime assignment unless there are insufficient employees on the list to complete the assignment. The overtime availability list will be updated every May 1 and September 1. At that time, employees not previously on the list may sign the list, unless prohibited by action of Marginal Paragraph 250, below.
- 248 Whenever scheduled overtime is required, the eligible employee with the least number of overtime hours in that classification within their District will be called first and so on down the list of eligible employees in an attempt to equalize the overtime hours. Eligible employees in that classification outside the District will be called if there is a shortage of eligible employees in that classification within District. Eligible employees in other classifications may be called if there is a shortage of eligible 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 over-time under this provision rather than continue the shift of an employee already at work.
- 249 For purposes of this equalization provision, overtime does not include hours worked when an eligible employee is called in for emergency duty not scheduled in advance and not continuous with the employee's regular work period.
- 250 For the purpose of this clause, when an eligible employee declines an overtime assignment or is unavailable for the assignment the employee will be charged the average number of overtime hours of the employees working during that

overtime period. An eligible employee who declines an overtime assignment five (5) times during an eligibility period, as specified in Paragraph 247, above, will be removed from the current overtime assignment list and for the following eligibility period. An eligible employee who accepts an overtime assignment, and who fails to report for that assignment, will be charged 2-1/2 (two and one-half) times the hours actually worked by the employee(s) who completes the overtime assignment, or 2-1/2 (two and one-half) times the hours that were scheduled for such overtime assignment in the event no one is assigned to complete the work. An eligible employee who fails to report for the overtime assignment and also fails to call in (i.e., a "no call/no show") will be assessed the 2-1/2 (two and one-half) times penalty, and will be subject to appropriate disciplinary action. An eligible employee who, twice within an eligibility period accepts and fails to report for an overtime assignment will have his/her name removed from the overtime availability list for the current and the following eligibility period, as provided in Paragraph 247 above.

- 251 If an eligible 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.
- 252 New hires, employees returning from leave of absence, employees returning to the bargaining unit from assignment outside the bargaining unit, employees returning from temporary assignment and employees who change classifications or transfer will be given opportunity to sign the overtime availability list during the quarter in which they enter the classification and/or district, and will be charged with the average number of overtime hours that exist in the new classification and/or district on the day they were reclassified or transferred, or otherwise enter the new classification and/or district.
- 253 Eligible employees in other districts may be called if there is a shortage of eligible employees in the district where overtime work is required by the Employer.

ARTICLE 24 RULES, POLICIES, REGULATIONS AND REQUIREMENTS

- 254 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.
- 255 In the event that the application of rule, policy, regulation or requirement results in disciplinary action, or other action, whether such action resulting from 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 25

JURY DUTY

- 256 Seniority employees shall be excused from work and suffer no loss of pay when performing Jury Duty service. 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.
- 257 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 26

MEDICAL DISPUTE

- 258 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 27

STUDENT EMPLOYEES

- 259 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. Students shall not displace or replace a bargaining unit employee.

ARTICLE 28

COMPENSATION

WAGE ADJUSTMENTS

- 260 Effective July 1, 2005, a 2.5% across the board increase for all bargaining unit employees on the active payroll as of June 30, 2005 for each employee of the bargaining unit who attained seniority prior to July 1, 2005.
- 261 Effective July 1, 2006, a 2.5% across the board increase for all bargaining unit employees on the active payroll as of June 30, 2006 for each employee of the bargaining unit who attained seniority prior to July 1, 2006.
- 262 Except as provided elsewhere in this Agreement, all employees shall be hired at the effective probationary wage rate for his/her job classification as provided in Appendix B, which rate shall not thereafter be changed until the employee

completes probation. Upon completion of probation, the employee shall be advanced to the Step 1 level of the salary schedule that is then in effect until the completion of one calendar year's employment. Upon the completion of one calendar year's employment, the employee shall be advanced to the Step 2 level of the salary schedule that is then in effect. Thereafter, on each anniversary of the employee's date of hire, the employee shall be advanced to the next higher step of the salary schedule that is then in effect for his or her job classification. At the Employer's sole discretion, an employee hired into skilled trades or other bargaining unit position may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below the wage rate of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee. The exercise of this discretion shall not preclude the Employer from hiring future employees at any Step in the salary schedule.

ARTICLE 29 VACATION

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

264 (a) 3.6923 hours every completed two (2) week period for the first twelve (12) months of continuous service. (12 days per year)

265 (b) 4.6154 hours every completed two (2) week period for the thirteenth (13th) month through the ninety-sixth (96th) month of continuous service. (15 days per year)

266 (c) 5.5385 hours every completed two (2) week period for the ninety-seventh (97th) month through the one hundred forty-fourth (144th) month of continuous service. (18 days per year)

267 (d) 6.1538 hours every completed two (2) 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)

268 For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) 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).

269 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.

- 270 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.
- 271 Vacation pay will be paid to the employee at the time he/she takes his/her vacation and on the regular pay day.
- 272 Giving due consideration to an employee's request(s) for vacation, all vacations shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. To the extent possible, prompt responses will be made to vacation requests. When there is a conflict between employees over the choice of dates for vacations, the employee with the greatest seniority shall be given preference. Vacations shall not be taken for less than two (2) hours 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:
- 273 (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.
- 274 (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.
- 275 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.
- 276 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 Employee Relations Office not later than the first (1st) work day after the end of the vacation period. The provisions of paragraph 148 of Sick Leave shall be applicable.

ARTICLE 30 HOLIDAYS

- 277 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.
- 278 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.
- 279 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.
- 280 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.
- 281 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 31 LONGEVITY PAY

- 282 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.
- 283 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.
- 284 For purposes of this section, continuous service means service calculated from the employee's last hiring date in accordance with the following provisions:
- 285 (a) Continuous service shall be broken by:
1. Quit
 2. Discharge

3. Termination due to a reduction of employees or other reason.

286 (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.

287 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.

288 An employee who is not on the "active payroll" on July 1 of any year as a result of a work-related injury for which they have received worker's compensation, shall be eligible to receive longevity pay for that year. Employees shall not be eligible to receive longevity pay in subsequent years without returning to active duty.

289 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.

290 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.

291 Payments to employees who become eligible on July 1 of any year shall be due the subsequent December 1.

292 Longevity pay shall be based on the following schedule:

	CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
293	6 or more and less than 10 years	2% of annual wage
294	10 or more and less than 14 years	3% of annual wage
295	14 or more and less than 18 years	4% of annual wage
296	18 or more and less than 22 years	5% of annual wage
297	22 or more and less than 26 years	6% of annual wage
298	26 or more years	8% of annual wage

- 299 The University shall provide and maintain the Blue Cross/Blue Shield Community Blue PPO (Preferred Provider Organization) health care plan. This plan will provide comprehensive inpatient and outpatient medical services and prescription drugs at \$10/generic and \$20/brand name with a mail order prescription drug program with up to a 90-day supply with one (1) co-pay, subject to dispensing limitations. The University shall provide and maintain the above medical benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing with the employee's 91st day of employment. A comprehensive group medical benefits plan may be substituted for the above, subject to the Union's approval, whose approval shall not be unreasonably withheld.
- 300 To qualify for medical insurance coverage as described above, each employee must individually enroll and make proper application for coverage at the Employer's 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 until such time as they enroll and make proper application during an annual open enrollment period.
- 301 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 eligible children under nineteen (19) years of age, at a rate not to exceed the applicable premium rate for full family, two (2) persons, or single person coverage. Effective July 1, 2005, and thereafter, all new hire employees are required to contribute a flat rate amount equal to ten percent (10%) of the Blue Cross/Blue Shield Community Blue PPO illustrative rate dependent upon the level of coverage (single, two persons, or family) determined at the yearly renewal. Effective July 1, 2006 and thereafter, the rate will increase by 10% of the previous year's contribution rate based upon the level of coverage (single, two persons, or family) This provision is dependent upon a comparable sized, either bargained for or non-bargained for employee group or segment thereof, contributing first.
- 302 Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such time as they enroll them and make proper application during the open enrollment period.
- 303 In the event that an employee and his/her spouse are both employed by the University, and his/her spouse is receiving benefits provided by the Employer, such employee is specifically barred from enrolling in a like or similar Employer provided benefits plan. In the event, however, that the covered spouse is no longer eligible for such Employer provided coverage due to resignation, termination, leaves of absence, etc., the open enrollment waiting period shall be

waived by the University and the then uninsured spouse shall be permitted to enroll for medical benefits insurance coverage by making proper application in the Benefits Office within thirty (30) calendar days of the effective date of the discontinuation of his/her spouse's benefits.

- 304 Except as hereinafter provided, the University shall pay the aforementioned cost for the period that the employee is on the payroll for more than one-half (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 Medical Leave of Absence. 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 continue 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. Employees hired on or after July 1, 2005 will be responsible for their portion of the health care costs while they are off the payroll for a medical leave of absence.
- 305 Eight (8) and/or ten (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.
- 306 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.
- 307 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 Benefits Office prior to the commencement of the leave.
- 308 Active employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 or over. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:
- 309 (a) Eligible dependent children between the ages of nineteen (19)

and twenty-five (25).

- 310 (b) Other eligible dependents related to the employee by blood or marriage, or who reside in the employee's household. Such dependents must depend upon the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax return.
- 311 Effective July 1, 1988, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage in the following situations:
- 312 (a) to employees who voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such an extent that they are ineligible for coverage;
- 313 (b) to surviving spouses and dependents upon the death of an employee;
- 314 (c) to spouses and dependent children in the event of a divorce;
- 315 (d) to dependent children who exceed the plan's age limitations;
- 316 (e) to the spouses and dependents of employees who become eligible for Medicare coverage.
- 317 For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment for the period of coverage continuation. The Employer may charge up to 102 percent of the group contract rate.
- 318 An employee's medical benefits plan shall terminate on the day the employee terminates, is laid off, the medical plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in Article 13B, above. An employee who retires maintains medical benefits until the last day of the month in which he/she retires.
- 319 A seniority employee may elect to waive coverage under the above described health care plans, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University's plan. Employees for whom the waiver is granted shall receive \$75 per month which shall be prorated and paid with the regular bi-weekly pay. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available or during the open enrollment period.

- 320 The University shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest one thousand dollars (\$1,000), and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his or her ninety-first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest one thousand dollars (\$1,000) times two (2), and accidental death and dismemberment insurance in an equal amount. (See Appendix A)
- 321 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 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 until such time as he or she makes proper application with the Benefits Office.
- 322 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.
- 323 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 Benefits Office prior to the commencement of the leave.
- 324 Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that an employee is laid off; the life and accidental death and dismemberment benefits plan terminates; or when an employee goes on unpaid leave of absence. However, when an employee terminates his/her employment with the University, he/she will be covered by

the plan then in existence for a grace period of thirty-one (31) calendar days beginning with the date of separation. During such thirty-one (31) day period, the employee may convert his/her group life insurance to an individual plan. The employee shall pay the full cost of such plan as determined by the insurance carrier.

- 325 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; or is medically retired at or after age forty (40) with five (5) or more years' service) his/her coverage is automatically reduced to \$4,000 and such coverage shall be maintained at no cost to the employee.
- 326 Changes in life insurance benefits amounts based on changes in basic annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.

ARTICLE 34 DENTAL INSURANCE

- 327 The University shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the ninety-first (91st) day of employment. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

- 328 Prosthetic Appliances¹

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%

- 329 MAXIMUM CONTRACT BENEFIT

¹ \$1,000.00 per person total per contract year
² Lifetime maximum benefit of \$1,500.00 per person

- 330 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 Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and

expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

331 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. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible dependent children under twenty-five (25) years of age at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in Article 32, Paragraph 302 and above for the payment of group medical benefit costs. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth above for the continuation of group medical benefits.

332 An employee's dental care benefits plan shall terminate on the date that the employee terminates, is laid off, or the employee goes on an unpaid leave of absence, except that an employee who retires will retain coverage under the then-existing dental care benefits plan through the last day of the month in which he/she retires.

ARTICLE 35 SHORT TERM DISABILITY INSURANCE

333 The Employer agrees to attempt to retain Short Term Disability Insurance coverage for regular bargaining unit employees.

334 The Employer agrees to contribute at the rate of five dollars (\$5) per employee per month to the premium cost of providing short-term disability 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.

335 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.

336 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.

337 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 three hundred dollars (\$300) per week.

338 To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's 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, until such time as they complete a Personal Health Statement which substantiated insurability. The Short Term Disability carrier makes the eligibility determination.

- 339 The Employer will make its contribution for each month following the month in which the employee has completed three (3) full months of service, provided 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.
- 340 The employee may not receive sick leave benefits under the Employer's Sick Leave program while receiving Short-Term Disability Insurance Benefits.
- 341 Short-term disability insurance coverage shall terminate on the date that an employee terminates, goes on a leave of absence, is laid off, or the short-term disability insurance policy terminates.
- 342 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 36 LONG TERM DISABILITY

- 343 1. The University agrees to provide and maintain group long term benefits for each employee regularly assigned to work twenty (20) or more hours per week, [commencing on the first (1st) day of the month following the month in which an employee completes his/her first three (3) months of regular employment.] Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program.
- 344 2. To qualify for long term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits

plan until such time as he/she enrolls and makes proper application with the Benefits Office.

- 345 3. Provided proper application and enrollment is made by an employee,
the University agrees to pay the cost for maintaining the above
described benefits plan.
- 346 4. Changes in benefits amounts based on changes in basic annual salary
occur effective with the change in base annual salary. Basic annual
salary excludes supplemental appointments, overtime, longevity pay
and any other extra compensation.
- 347 5. An employee's long term disability benefits plan shall terminate on
the date that the employee terminates, is laid off, retires, or the
employee goes on an unpaid leave of absence.

ARTICLE 37 RETIREMENT BENEFITS

- 348 Regular retirement age for employees is fifty (50) years of age and ten (10)
years of service.
- 349 Employees hired into the bargaining unit on or after January 1, 1996 who are
regularly assigned to work twenty (20) hours per week or more and who are
ineligible to participate in MPSERS may enroll in TIAA-CREF within thirty
(30) calendar days of the commencement of their regular employment with the
University. Any employee who does not make such an election within this time
period, may thereafter enroll by completing an enrollment application in the
Benefits Office. Retirement plan contribution shall be effective as of the date
of enrollment. Once an employee has so enrolled, such enrollment is
irrevocable. The Employer shall contribute eight percent (8%) of an employee's
gross earnings to the TIAA-CREF Retirement Plan for those employees
participating in said plan.
- 350 Employer contributions, and the earnings thereon, are immediately vested.
- 351 (NOTE: Bargaining unit employees currently enrolled in MPSERS will
continue to participate in MPSERS in accordance with the policies and plan
rules established by the State of Michigan.)

ARTICLE 38 BEREAVEMENT LEAVE

- 352 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 arrange-
ments. Such three (3) working days shall be taken during the four (4) workday
period commencing with the date of death.
- 353 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, grandchildren, grandparents and grandparents of a current spouse.

- 354 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, regardless of shift, without loss of pay for one-half (1/2) day, for up to three (3) occurrences per fiscal year, with the permission of his/her work supervisor.
- 355 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.
- 356 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 39 UNIFORMS

- 357 The Union shall have the opportunity to meet and agree with the Employer regarding the selection of uniforms, for example: sleeve length, pant type, style, fit, identification, color, etc., as well as the opportunity for input regarding uniform durability, performance, etc., throughout the life of the contract. The Plumbing area employees continue to receive cotton uniforms. Others may select cotton uniforms, to the extent available, with the employees paying the cost differential between the standard and the cotton uniforms. In the unlikely event that the parties cannot agree on uniform selection, selection by the Employer will be made.
- 358 The Employer will furnish each employee who is required to wear a work uniform with a minimum of three (3) uniforms (shirts and pants) each October, per contract year. Employees may choose three (3) shirts (long sleeve, pullover or buttoned) and (3) pants (long pants, including pocket cut alternatives) or may chose any combination thereof, with the understanding that a complete uniform set, clean and in good repair, is worn while at work. Employees may also wear uniforms from the previous two years providing they are in good repair and color combination is unchanged. The employee has the responsibility of laundering and repair. An employee whose uniform is damaged at work to the extent that it is deemed to be unserviceable shall be issued up to two (2) replacements per year, providing the damaged uniform(s) was issued during the most recent contract year. Any other replacement uniforms required shall be furnished by the employee. At the Employer's discretion, and as may be determined by the management personnel within individual operating units, employees shall be provided additional uniforms, outerwear and/or accessories.
- 359 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. The Employer shall have a unilateral right to direct the manner in which uniforms will be worn.

- 360 Female employees hired on or before May 9th, 2000, who are required to wear work uniforms shall be given a choice of having uniform dresses or slacks and shirts, tailored for women.

SAFETY SHOE ALLOWANCE

- 361 The Employer agrees to provide each employee who is required by the Employer to wear safety shoes with a sixty dollar (\$60) per year safety shoe allowance.

ARTICLE 40 SPECIAL CONFERENCES

- 362 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 Employee 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 41 SUB-CONTRACTING

- 363 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 42 TUITION WAIVER PROGRAM

- 364 A tuition waiver 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.
- 365 An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 366 1. The employee must have completed his/her initial employment probationary period prior to the first day of classes of the term or

semester for which he/she plans to register.

- 367 2. The employee must present evidence of admission to the Employer's Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.
- 368 3. A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of the Fall, Winter, Spring or Summer sessions, but in no case later than the deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 369 a. Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that term.
- 370 4. The employee must agree to reimburse the University for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the University for tuition waiver 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 paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.
- 371 5. Eligible full-time employees shall be entitled to full tuition waiver 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 waiver benefits.
- 372 6. The employee must take courses during non-working hours.
- 373 7. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 374 a. 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.
- 375 b. A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of "C-" (undergraduate) and "B-" (graduate) are not acceptable.
- 376 c. A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the

employee's employment terminates, whichever is earlier.

- 377 d. 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 through the regularly established process in Student Accounting office and by the Director of Benefits Programs, 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

- 378 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:
- 379 1. The employee must submit a completed application to the 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.
- 380 2. All classes must be audited during non-working hours.
- 381 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 WAIVER PROGRAM FOR EMPLOYEE SPOUSES AND DEPENDENT CHILDREN

- 382 A tuition waiver 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. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
- 383 It is the intent of the University to provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the University.
- 384 A bargaining unit member's spouse or dependent child shall be eligible for a tuition waiver if such spouse or dependent child presents to the University's Benefits Office evidence of admission confirming that:
- 385 1. He/She is the dependent child or spouse of a bargaining unit member.
- 386 2. He/She has satisfied all admission requirements and is eligible to enroll for courses.

- 387 3. A completed application for tuition waiver must be submitted to the
Benefits Office for approval at the beginning of the Fall, Winter,
Spring or Summer sessions but in no case later than the deadline for
100% drop announced in the Class Schedule Book for the applicable
semester.
- 388 a. Failure to submit a completed application within the timelines
herein provided forfeits eligibility for than term.
- 389 4. 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.
- 390 5. An eligible spouse/dependent shall forfeit tuition waiver benefits and
must reimburse the full cost of such benefits to the Employer if:
- 391 a. A grade of "pass", or "C" or above is not achieved in any course
for which tuition waiver is obtained. Grades of "C-" are not
acceptable.
- 392 b. A mark of "Incomplete" (I) is received and not converted to a
passing grade within twelve (12) months following completion
of the semester in which the course was taken, or the date the
sponsoring employee's employment terminates, whichever is
earlier.
- 393 c. The spouse/dependent withdraws from a course after the date
specified in the Course Bulletin for one hundred percent (100%)
tuition refund. Exceptions may be made through the regularly
established appeal process in the Student Accounting Office and
by the Director of Benefit Programs upon a showing of appro-
priate cause by the spouse/dependent (e.g. prolonged incapacit-
ating illness, or the like).

ARTICLE 43 MISCELLANEOUS

SERVICE PARKING PERMIT FOR LOCAL PRESIDENT

- 394 The Employer agrees to provide the President of Local 3866 a service parking
permit without cost to the Local.

UNION MEETINGS

- 395 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

- 396 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.

BEEPER PAY

- 397 Employees designated by the Employer as “on-call” and required by the Employer to wear beepers, pagers or other such communications devices while in that off-duty status will receive, for each week so designated and required, three hours pay at time-and-a-half as complete and total compensation for carrying or wearing such communication devices.

DEFINITIONS

- 398 He/She: Whenever the term he or she appears in the contract, such term is merely a reference term and refers to both males and females.
- 399 “EMU”, “University”, “Employer” means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agent.
- 400 “Union”, “Local” means AFSCME Local 3866, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.
- 401 “Employee” or “Regular Employee” means a person regularly employed in the Bargaining Unit, as defined in Article III.
- 402 “Unit” or “Bargaining Unit” means the employees collectively covered by Article III.
- 403 Pronouns of masculine or feminine gender include each other.
- 404 The term “Full Time Employee”, when used in this agreement, shall refer to an employee who is regularly scheduled to work 40 hours per week.
- 405 The term “Part Time Employee”, when used in this agreement, shall refer to an employee who is regularly scheduled to work at least 20, but less than 40, hours per week.

ARTICLE 44

SCOPE OF AGREEMENT

- 406 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.
- 407 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.
- 408 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 45

DURATION AND AMENDMENT

- 409 This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from June 22, 2005, until and including June 30, 2007, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between April 1, 2007 and April 30, 2007 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 later than May 1, 2007 or such other mutually agreed upon date subsequent to May 1, 2007.
- 410 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.

EASTERN MICHIGAN UNIVERSITY

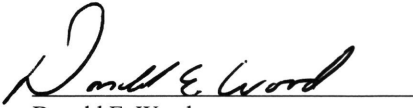
AFSCME Local 3866



Craig Willis
President



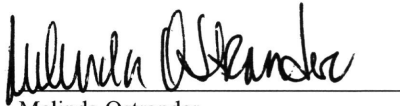
Angela Tabor
Council 25 Representative



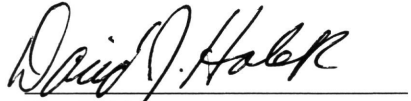
Donald E. Wood
Assistant Vice President,
Human Resources



Rick Clifford
President



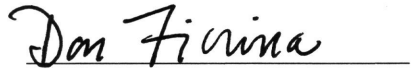
Melinda Ostrander
Manager, Grounds and Custodial Services



Dave Holek
Vice President



Dave Carroll
Manager, Dining Services



Don Fiorina
Bargaining Committee Representative



Wendy Moher
Human Resources Consultant



Scher Leibold
Bargaining Committee Representative



Todd Ohmer
Manager, Payroll & Accounts Payable



Marvin Bechtol
Bargaining Committee Representative

APPENDIX A GROUP LIFE INSURANCE

LEVEL OF COVERAGE AFTER ONE YEAR OF SERVICE

LEVELS OF COVERAGE

Examples of Salary Levels	Less Than One (1) Year of Service	More Than One (1) Year of Service	Age 65 and Over
10,001-11,000	11,000	22,000	14,300
11,001-12,000	12,000	24,000	15,600
12,001-13,000	13,000	26,000	16,900
13,001-14,000	14,000	28,000	18,200
14,001-15,000	15,000	30,000	19,500
15,001-16,000	16,000	32,000	20,800
16,001-17,000	17,000	34,000	22,100

NOTE: When an individual retires his/her coverage is automatically reduced to \$4,000

APPENDIX B WAGE RATES EFFECTIVE

JULY 1, 2005 THROUGH JUNE 30, 2006

Pay Grade	Classification	Hire/Probationary	Regular Hourly Wage Rate				
		Hourly Wage Rate	120 Days	3	Year 4	5	6
FM-01	Pot/Pan/Baker/Helper	\$7.77	\$9.49	\$10.49	\$11.46	\$12.44	\$13.42
FM-06	Cook	11.33	11.33	12.32	13.35	14.36	15.30
FM-06	Custodian						
FM-06	Pot and Pan Utility						
FM-10	Cook Stockkeeper	9.89	11.86	12.86	13.89	14.90	15.91
FM-10	Cust/Housekp-Group Lead						
FM-10	Dining Services Group Lead						
FM-10	Laundry Operator						
FM-10	Locker Room Attendant						
FM-10	Special Projects Crewperson						
FM-12	Dining Services Unit Leader I	10.17	12.33	13.34	14.37	15.39	16.39
FM-12	Facilities Attendant						
FM-12	Groundsperson						
FM-13	Driver/Warehouseperson	10.36	12.57	13.58	14.60	15.61	16.64
FM-13	Special Proj & Audio Vis Atten						
FM-13	Senior Custodian						
FM-14	Facilities Maintenance Worker	10.57	12.76	13.79	14.78	15.82	16.83
FM-14	Sanitation Vehicle Operator						
FM-15	Concessions Group Leader/Driv	11.03	13.41	14.41	15.47	16.48	17.51
FM-15	Dining Services Unit Leader II						
FM-16	Material Management Worker	11.45	13.80	14.82	15.85	16.87	17.92
FM-16	Special Grounds Equip Oper						
FM-16	Swimming Pool Attendant						
FM-18	Library Tech						
	Distributions Specialist	12.01	14.47	15.53	16.56	17.61	18.66
FM-18	Maintenance Mechanic						
FM-19	Lead Chef, Catering Operations	13.15	15.82	16.86	17.92	18.98	20.04
FM-19	Maint & Sprinkler Specialist						
FM-21		16.07	19.14	20.28	21.41	22.53	23.61
FM-22	Appliance & Refrig Specialist	16.58	19.75	20.89	22.00	23.12	24.25
FM-22	Bump and Paint Specialist/Welder						
FM-22	Carpenter						
FM-22	Electrician						
FM-22	Motor Vehicle and Equip Mechanic						
FM-22	Painter						
FM-22	Plumber/Maintenance						
FM-23	Centri & Steam Absorp Spclst	18.85	22.42	23.69	24.95	26.20	27.46
FM-23	Elevator Repair/Control Spclst						
FM-23	Heat Vent AC Control Specialist						
FM-23	Locksmith-Group Leader						
FM-24	Group Leader, Skilled Trades I	19.19	22.81	24.12	25.41	26.68	27.88
FM-24	Maint Mech/Emer Stat Engineer						
FM-24	Master Trds Person II- Plumbing/Electrical						
FM-24	Stationary Engineer						
FM-25	Group Leader, Skilled Trades II	21.09	25.10	26.52	27.95	29.33	30.66

APPENDIX B (2) WAGE RATES EFFECTIVE

JULY 1, 2006 THROUGH JUNE 30, 2007

Pay Grade	Classification	Hire/Probationary	120 Days	Regular Hourly Wage Rate			
		Hourly Wage Rate		3	4	5	6
FM-01	Pot/Pan/Baker/Helper	\$7.96	\$9.73	\$10.75	\$11.75	\$12.75	\$13.76
FM-06	Cook	11.61	11.61	12.63	13.68	14.72	15.68
FM-06	Custodian						
FM-06	Pot and Pan Utility						
FM-10	Cook Stockkeeper	10.14	12.16	13.18	14.24	15.27	16.31
FM-10	Cust/Housekp-Group Lead						
FM-10	Dining Services Group Lead						
FM-10	Laundry Operator						
FM-10	Locker Room Attendant						
FM-10	Special Projects Crewperson						
FM-12	Dining Services Unit Leader I	10.42	12.64	13.68	14.73	15.77	16.80
FM-12	Facilities Attendant						
FM-12	Groundsperson						
FM-13	Driver/Warehouseperson	10.62	12.88	13.92	14.97	16.00	17.06
FM-13	Special Proj & Audio Vis Atten						
FM-13	Senior Custodian						
FM-14	Facilities Maintenance Worker	10.83	13.08	14.13	15.15	16.22	17.25
FM-14	Sanitation Vehicle Operator						
FM-15	Concessions Group Leader/Driv	11.31	13.75	14.77	15.86	16.89	17.95
FM-15	Dining Services Unit Leader II						
FM-16	Material Management Worker	11.74	14.15	15.19	16.25	17.29	18.37
FM-16	Special Grounds Equipment Oper						
FM-16	Swimming Pool Attendant						
FM-18	Library Tech						
FM-18	Distributions Specialist	12.31	14.83	15.92	16.97	18.05	19.13
FM-18	Maintenance Mechanic						
FM-19	Lead Chef, Catering Operations	13.48	16.22	17.28	18.37	19.45	20.54
FM-19	Maint & Sprinkler Specialist						
FM-21		16.47	19.62	20.79	21.95	23.09	24.20
FM-22	Appliance & Refrig Specialist	16.99	20.24	21.41	22.55	23.70	24.86
FM-22	Bump and Paint Specialist/Welder						
FM-22	Carpenter						
FM-22	Electrician						
FM-22	Motor Vehicle and Equip Mechanic						
FM-22	Painter						
FM-22	Plumber/Maintenance						
FM-23	Centrifugal & Steam Absorp Spclst	19.32	22.98	24.28	25.57	26.86	28.15
FM-23	Elevator Repair/Control Spclst						
FM-23	Heat Vent AC Control Specialist						
FM-23	Locksmith-Group Leader						
FM-24	Group Leader, Skilled Trades I	19.67	23.38	24.72	26.05	27.35	28.58
FM-24	Maint Mech/Emer Stat Engineer						
FM-24	Master Trds Person II-Plumbing/ Electrical						
FM-24	Stationary Engineer						
FM-25	Group Leader, Skilled Trades II	21.62	25.73	27.18	28.65	30.05	31.43

APPENDIX C LETTER OF AGREEMENT

American with Disabilities Act

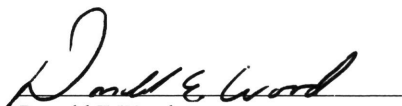
To facilitate compliance with the ADA, the University and the Union agree to an ad hoc committee comprised of the Director of Employee Relations or designee and one other member of management and the President of Local 3866 or designee and one other member of the bargaining unit.

The committee is charged with the responsibility of considering potential conflicts between “requests for accommodations”, within the meaning of the Act, and the terms and provisions of the collective bargaining agreement.

The committee would be convened by request of either party and would convene within five (5) working days after the request is received by the other party. The committee can make recommendations that could lead to a Memorandum of Understanding where such MOU is necessary, in order to implement a necessary accommodation to be in compliance with the Act which may otherwise conflict with specific terms of the Agreement.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866



Donald E Wood

Assistant Vice President, Human Resources



Angela Tabor

Council 25 Representative



Rick Clifford

President

APPENDIX D LETTER OF AGREEMENT

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

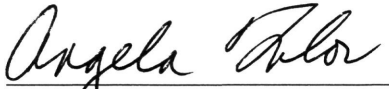
It is hereby understood and agreed by and between Eastern Michigan University and AFSCME Local 3866 that pursuant to the provisions of Article 40, Special Conference, the Executive Director of Human Resources, and the President of AFSCME Local 3866, or their designated representatives, shall posses the power and authority to execute letters of understanding in matters of mutual interest or concern to the parties. 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 3866



Donald E Wood
Assistant Vice President, Human Resources



Angela Labor
Council 25 Representative



Rick Clifford
President

APPENDIX E LETTER OF AGREEMENT

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 3866 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 3866



Donald E Wood

Assistant Vice President, Human Resources



Angela Tabor

Council 25 Representative



Rick Clifford

President

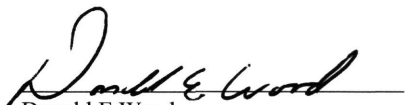
APPENDIX F LETTER OF AGREEMENT

RE: PAST LETTERS OF AGREEMENT

It is hereby understood and agreed between the University and AFSCME Local 3866 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 3866



Donald E Wood

Assistant Vice President, Human Resources



Angela Labor

Council 25 Representative



Rick Clifford

President

APPENDIX G LETTER OF AGREEMENT

UNION BULLETIN BOARDS

It is a policy of the Union and understood by the University that any material posted upon the Union bulletin boards must be authorized by the Union and designated as an official Union publication. Such notices may be posted by the president, the day shift steward or the alternate steward if the steward is absent from work in his/her district. If a vacancy occurs in both the steward and alternate steward appointments in a steward district, the Union president may designate an employee from the district of the vacancy to post the notices. All notices shall conform to the provisions set forth in Article 19 Union Bulletin Boards. There shall be no derogatory or inflammatory notices posted upon the Union bulletin boards at any time.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866



Donald E Wood
Assistant Vice President, Human Resources



Angela Tabor
Council 25 Representative



Rick Clifford
President

The parties agree with respect to subcontracting so-called routine maintenance/work order tasks and moving related custodial, grounds and skilled trades services in University residences that the University agrees to the following:

When the University annually sends out bid specs to contractors, the same job specs and information will be sent to AFSCME Local 3866.

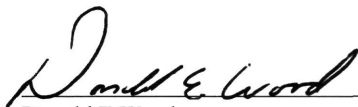
AFSCME Local 3866 will be offered the opportunity to submit a bid to perform the work.

The bid submitted by AFSCME Local 3866 will be considered along with bids received from contractors who respond to the University's request for proposal.

The Union may request to meet with the Employer in a Special Conference to present reasons why the Union believes the work in question can be better performed by members of the bargaining unit. Such a request for Special Conference in this matter is deemed to be a "matter of mutual interest," and such request will not be denied.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866



Donald E Wood

Assistant Vice President, Human Resources



Angela Tabor

Council 25 Representative



Rick Clifford

President

October 24, 1996

Mr. Bill Stevens, President
AFSCME Local 1666
Eastern Michigan University
Ypsilanti, Michigan 48197

Dear Mr. Stevens:

From time to time, the University has need to provide special training for certain of its employees to ensure that necessary skills and experience are established and maintained. During the course of collective bargaining negotiations, the Local Union raised concerns about the manner in which such training opportunities are made known to its members.

In that regard, the University wishes to make clear that it intends to continue its practice of publishing such training opportunities as widely as practical within the appropriate operating unit, thereby affording bargaining unit members an opportunity to identify themselves to the appropriate manager or supervisor as candidates for such training. The University will select individuals for training from among those candidates (if any) on the basis of qualification, performance and the needs of the department, giving due consideration to seniority.

In the event there are no candidates, or the available candidates are not considered qualified, the University will select one or more members of the bargaining unit for such training. In making such selection, the University will exercise its judgement in determining who is best qualified, as above, giving due consideration to seniority.

Sincerely,

Kevin J. Smart, Director
Employee Relations

APPENDIX J LETTER OF AGREEMENT – FLEXIBLE SPENDING

It is hereby understood and agreed between Eastern Michigan University and AFSCME Local 3866 that the University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125 Plan) to provide tax benefits for medical care expenses. The enrollment fee for this program will be paid by the University.

APPENDIX K LETTER OF AGREEMENT – DOMESTIC PARTNER

It is hereby understood and agreed between Eastern Michigan University and AFSCME Local 3866 that the University will provide Domestic Partner benefits to AFSCME Local 3866 bargaining unit members as outlined below, subject to the following conditions:

1. Both partners must be at least eighteen (18) years of age and of the same sex.
2. Neither the AFSCME Local 3866 member nor the domestic partner is legally married to anyone else.
3. The AFSCME Local 3866 member and the domestic partner are not related by blood in a way that would prevent them from being legally married.
4. The AFSCME Local 3866 member must be able to provide proof that he/she has shared a residence with the domestic partner for at least twelve (12) consecutive months.
5. The AFSCME Local 3866 member and the domestic partner must have a common residence during the coverage period.
6. The AFSCME Local 3866 member and the domestic partner have agreed to be financially responsible to each other's well being.
7. The AFSCME Local 3866 member and the domestic partner cannot maintain any other domestic partnership or marriage, and must remain domiciled together at all times material herein.
8. If a domestic partner relationship terminates, the AFSCME Local 3866 member must qualify another domestic partner relationship according to the provisions of this Appendix and the requirements of the City of Ann Arbor.
9. Children of the domestic partner are not eligible for benefits through Eastern Michigan University.
10. The domestic partners must provide a signed and notarized registration as a Domestic Partnership through the City of Ann Arbor for registration of such.
11. This Letter of Understanding shall provide group medical benefits to the domestic partner of the AFSCME Local 3866 member as referenced in Article 32. Such coverage shall terminate at the earlier of the employee's termination as an employee of the University or termination of the domestic partnership.

APENDIX L SHOP RULES

ABSENTEEISM/TARDINESS

The following absenteeism and tardiness guidelines shall replace the guidelines contained in the November 19, 2002 revised Shop Rules.

EASTERN MICHIGAN UNIVERSITY ABSENTEEISM AND TARDINESS GUIDELINES FOR AFSCME LOCAL 3866 BARGAINING UNIT EMPLOYEES

In order to realize its high standard of delivering outstanding services in a timely manner, the University and AFSCME Local 3866 have adopted the following policy guidelines for absenteeism and tardiness. These standards are intended to encourage regular and timely attendance to work. With respect to absenteeism/tardiness standards, the University and the Union endorse the concept of preventive counseling.

COUNSELING

Counseling is not a disciplinary action; it is an attempt to resolve attendance problems before they result in disciplinary action. Counseling shall precede initiating progressive discipline for attendance matters. When counseling is needed, the direct supervisor will meet with the employee and his/her Union Steward to explain why there is a need for the counseling session, asking the employee to participate in finding a resolution to the issues discussed. The goal of the counseling is for the employee to understand the importance of being present at work and for the supervisor to have conveyed an expectation that the attendance problem(s) will cease. The counseling session will be documented by the supervisor, with copies to the employee and Union, but no documentation will be placed in the employee's file unless the attendance problem continues.

ABSENCES

An employee shall be deemed excessively absent if his/her absence for work:

1. Cannot be covered by accrued sick time; or
2. Demonstrates a specific pattern – whether covered by accrued sick-time or not – such as missed days immediately before or after holidays, weekends, or pay days; continuing same-day-of-the week absences; and the like.

TARDINESS/LATE ARRIVALS TO WORK

An employee shall be deemed “late for work” if he/she is late to work more than two (2) times in a thirty day period that begins with the most recent late arrival and extends backwards from that point twenty-nine calendar days.

Employees who make proper notification of late arrival and arrive at work at any time after the beginning of their scheduled shift and up through four hours past the start of their scheduled shift, shall be deemed tardy and as such, may be subject to reassignment

conditioned on the operational needs of their work area. Employees who arrive at work at any time beyond four hours past the scheduled start of their shift, will be deemed absent.

PENALTIES FOR EXCESSIVE
ABSENTEEISM AND/OR EXCESSIVE
TARDINESS

Following counseling, which shall be documented in a letter to the employee or by a “contact sheet”, the following penalties shall apply:

VIOLATION	PENALTIES
Violation of these Guidelines	Written Reprimand
Subsequent violation occurring within one (1) year from date of a Written Reprimand.	Three day suspension without pay
Subsequent violation occurring within one (1) year from date of three day suspension without pay.	Five day suspension without pay
Subsequent violation occurring within one (1) year from date of five day suspension without pay.	Termination of employment and loss of seniority

ADDENDUM TO MASTER AGREEMENT

DATED JUNE 28, 1994

This Addendum Agreement is entered into this 25th day of September, 1990, by and between Eastern Michigan University and Local Union 3866 affiliated with Council 25 of the American Federal of State, County and Municipal Employees and the AFL-CIO, to set forth the terms and conditions of employment of employees hired in a new job classification entitled, "fast food worker" which the University intends to create to supplement its student work force in campus fast food operations.

To provide for this supplemental source of labor at a cost to the University that is competitive in the fast food service industry, the parties agree as follows:

1. Persons Covered

It is agreed that the campus fast food operations are operations staffed with student labor which is supervised by professional-technical and administrative professional employees and the University shall not be obligated to employee employees represented by AFSCME in that operation. However, if a supplemental source of hourly labor should be necessary, the University agrees to employ persons in a "fast food worker" job classification which shall be represented by AFSCME as herein provided. It is further agreed that the University will make exclusive use of employees in this job classification for providing non-salaried labor as the University may from time to time find desirable to supplement its student work force.

2. Union Membership/Service Fee Obligations

Employees hired as fast food workers shall be required to tender the fee and become members of the Union or shall pay a service fee as determined by the Union in accordance with state and federal law on or before thirty (30) calendar days after the effective date of this Addendum Agreement or their date of employment, and shall continue such membership, or pay such service fees, as a condition of continued employment.

During life of this Addendum Agreement and in accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the University agrees to deduct the Union membership dues levied in accordance with the Constitution and By-laws of the Union, or the applicable service fees, from the pay of each employee who executes the Authorization Form.

The provisions of Article VI, Union Security, marginal paragraphs 16-27, of the parties' Master Agreement are hereby incorporated as if fully restated herein.

3. Compensation

Employees hired under this Addendum Agreement as "fast food workers" shall

be paid a wage as determined from time to time by the University, but in no event less than 20% above the Federal minimum wage, or such minimum wage as the University may establish from time to time for students assigned to this job classification.

4. Benefits

Employees hired under this Addendum Agreement who are employed 20 hours or more per week for three (3) consecutive months or more shall be entitled to prorated sick leave, vacation, and holiday benefits as provided in Articles XII, XXIX, and XXX, respectively, of the parties' Master Agreement, those benefits required by law, and those benefits expressly provided in this Addendum Agreement, but no others.

5. Work Week

The work week of employees hired under this Addendum Agreement shall be determined by the University based on operational needs, but is normally expected to be five (5) consecutive days.

6. Hours of Work

The hours of work of employees hired under this Addendum Agreement shall be determined by the University based on operational needs, but is normally expected to be five (5) consecutive hours of work within a twenty-four (24) hour period beginning not earlier than 5:00 a.m.

7. Uniforms

Employees hired under this Addendum Agreement will be provided such uniforms as may be deemed appropriate by the University. Employees shall be required to remit to the University a security deposit in the amount of \$ (to be determined) at the time they are given University provided uniforms. Such deposits shall be returned upon the employee's return of the uniforms to the University.

8. Duration of Employment

A person hired under this Addendum Agreement shall be employed at the will of the University for an indefinite period and may be terminated at any time at the sole and exclusive discretion of the University.

9. Other Employment Opportunities

After one hundred and eighty (180) days continuous employment, an employee working under this Addendum Agreement shall be permitted to apply for food service position vacancies in the bargaining unit under the same terms and conditions as apply to regular bargaining unit members.

10. Representation

AFSCME shall be entitled to represent employees hired under this Addendum Agreement for the purpose of enforcing the clear and express terms of this Addendum Agreement only. Grievances arising under and during the life of this Addendum Agreement and which pertain to the interpretation, application and alleged violation of these express terms and conditions of this Addendum Agreement, may be processed under Article IX, Grievance Procedure, paragraphs A(2)-B(4) of the parties' Master Agreement dated June 22, 2005.

11. Applicability of Master Agreement

Article XVII, Rights of the Employer, and Article XLII, Scope of Agreement, of the parties' Master Agreement dated June 22, 2005, are hereby incorporated as if fully restated herein. References to Agreement as therein provided shall be construed to refer to this Addendum Agreement.

Except as otherwise provided herein, employees covered by this Addendum Agreement are expressly and specifically excluded from coverage of the parties' Master Agreement dated June 28, 1994.

12. Duration

This Addendum Agreement shall expire with the parties' Master Agreement dated June 22, 2005.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, signed and sealed this Addendum Agreement on this 22nd day of June, 2005.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866



Donald E Wood
Assistant Vice President, Human Resources



Angela Taylor
Council 25 Representative



Rick Clifford
President

