

10/31/96

# AGREEMENT

between

Central Michigan University

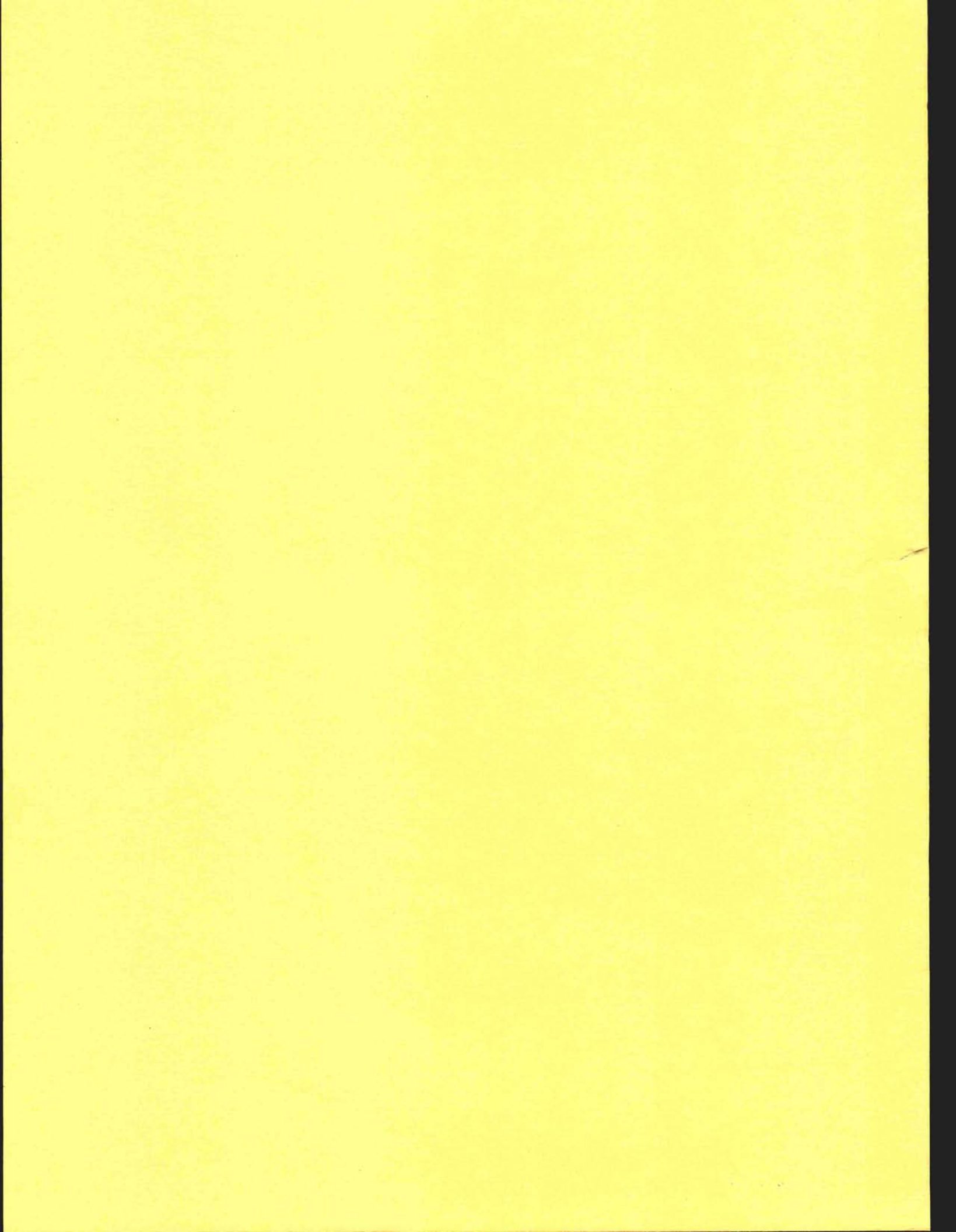
and

Local 1568, Council #25  
American Federation of State,  
County, and Municipal Employees  
(AFSCME)

November 1, 1993 to  
October 31, 1996

*Central Michigan University*





## PREAMBLE

The Board of Trustees of Central Michigan University and Local 1568, Council #25 of the American Federation of State, County, and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and Union recognize the moral principles involved in the area of civil rights and reaffirm in the following negotiated Agreement their commitment not to discriminate because of race, color, religion, sex, national origin, or age except to the extent that age or sex are, under law, allowable bona fide job qualifications, or for participation in or affiliation with any labor organization.

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## AGREEMENT

1-1 This Agreement entered into this 15th day of January, 1995, is between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) herein called "University" and Local Union 1568, Council #25 of the American Federation of State, County, and Municipal Employees (AFL-CIO) herein called "Union".

## PURPOSE AND INTENT

2-1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the people of the State of Michigan, the employees, and the Union.

2-2 The parties recognize that the interests of the University and the job security of the employee depend upon the University's success in operating a state university in the most efficient manner to serve the needs of the people of the State of Michigan.

2-3 To these ends, the University, the employees, and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2-4 Accordingly, the officials representing the University and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

## DEFINITIONS

Employees at the University are as follows:

3-1 **Regular, Full-Time Employee** - A regular, full-time employee is one who is scheduled to work a minimum of forty (40) hours per week on a permanent basis.

3-2 **Regular, Part-Time Employee** - A regular, part-time employee is an employee working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis.

3-3 **Relief Employee** - Any employee who is called for the purpose of relieving bargaining unit members who are absent due to an approved absence or called to assist bargaining unit members when there are short-term abnormal workloads.

The University will limit the number of relief employees to a maximum of forty-three (43) at any one time. The University will not use relief employees to cause layoff of bargaining unit members, but if layoff caused by other reasons, the University may use relief employees to perform tasks formerly performed by bargaining unit employees before layoff. Relief employees may be employed during periods when other employees are laid off provided, however, they shall be used only to substitute for absent employees and not in the place of laid off employees.

The Personnel Office will provide the names of relief employees to the Union President and will update this list on a regular basis.

3-4 **Seasonal Employee** - An employee who is employed in a designated position which is less than five (5) months duration which position usually arises regularly year after year but always between May 1 and October 1 of each year.

3-5 **Student Employee** - It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for Central Michigan University students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. However, it is understood and agreed that student help will not be used to deprive regular employees on the University's payroll of their regularly scheduled work. Student employees normally working thirty (30) hours or more per week shall be considered temporary employees.

3-6 **Temporary Employee** - An employee who works at a designated temporary job to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased workloads, or any other conditions that may create short-term staffing problems. After four (4) months of employment, the job will be posted as a permanent job. When a designated job may last longer than four (4) months, the University and the Union may, by mutual agreement, extend the time the job may exist before

it must be posted as a permanent job.

**3-7** Notice of hiring of all new employees doing bargaining unit work shall be given to the Union. The notice will be given to the Union promptly upon the hiring, change of designation of employee's position, and reassignment of work location and shall contain the following information:

- a. Regular, Full-Time and Part-Time Employees - The date of hire, name, and position that the new employee is filling.
- b. Relief Employees - The date of hire, name, and department. If a relief employee is employed in a specific temporary position for more than ten (10) continuous work days, the Union will be notified as to the nature of the temporary appointment.
- c. Temporary Employees - The date of hire, name, and position to be filled (e.g. filling in for a leave of absence or a designated temporary job which is to be accomplished).
- d. Seasonal Employees - The date of hire, name, and the designated seasonal position.

**3-8** Seniority shall be unit-wide and is defined as uninterrupted employment with the University beginning with the latest date of hiring in the bargaining unit with the University and shall include authorized leaves of absence, approved vacations, sick or accident leave, or transfers within the bargaining unit.

#### RECOGNITION

**4-1** The University acknowledges the expressed desire of its employees to be represented by the Union as indicated in the consent election held on May 12, 1966, and does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees of the University in the State of Michigan included in the bargaining unit described as follows:

**4-2** Non-teaching employees at Central Michigan University excluding supervisory, executive, administrative, professional, technical, stenographic, clerical, public safety, and student employees.

#### RIGHTS OF THE UNIVERSITY

**5-1** The University has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. The University, by this Agreement, reserves and retains solely and exclusively all rights to manage, direct, and supervise the University's work force and affairs, and retains solely its management rights and functions except as they are clearly and expressly limited or abridged by this Agreement.

**5-2** Such rights are merely by way of illustration, but not limitations with the understanding that they are administered with compliance to the contract provisions: determination and supervision of policies and all operations, methods, processes, duties and responsibilities of employees, size and type of its work force, standards of performing work, assignments, and work to be done; hiring; scheduling; promotions or demotions, transfers, releases, suspensions, discipline, discharge or lay off employees; the control of University property.

#### AID TO OTHER UNIONS

**6-1** The University will not for the purpose of undermining the Union aid, promote, or finance any labor group or organization which purports to engage in collective bargaining nor make any agreement with any such group or organization.

#### UNION SECURITY

**7-1** Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

**7-2** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

**7-3** Employees covered by this Agreement who were employed by the University on or before November 16, 1966, and who have continued employment since that date and were not members of the Union at the time it became



effective shall have free choice as to membership in the Union without adversely affecting their continued employment within the unit.

**7-4** It is recognized by the University and the Union that the Union, by virtue of its position, has been designated as the exclusive bargaining agent for all the employees in the bargaining unit, regardless of their membership in the Union. It is, therefore, agreed that an employee in the bargaining unit (such as those hired, rehired, reinstated, or transferred into the bargaining unit), as a condition of continued employment, shall become a member of the Union or shall tender to the Union a service fee equal to the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union. Such payment must be forthcoming within thirty (30) days from the date that an employee has assumed a regular or probationary position within the bargaining unit.

**7-5** Any employee who is a member of, and adheres to, the established and traditional tenets or teaching of a bona fide religious body as defined in Section 19 of the Taft-Hartley law, may direct that contributions paid by him/her under this section can be directed to one of the organizations so stipulated by the Personnel Office.

**7-6** Employees shall be deemed to be in compliance with paragraph 7-4 of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

**7-7** The University shall be notified in writing by the Union of any bargaining unit member who is sixty (60) days in arrears in payment of membership dues or service fees.

#### CHECKOFF UNION DUES, INITIATION FEES

##### Payment by Checkoff

**8-1** During the life of this Agreement, the University agrees, in accordance with and to the extent of any applicable state or federal laws, to deduct the initiation fees (if uniformly required as a condition of acquiring membership in the Union) and monthly membership dues (in an amount established by Local 1568) proportionately each pay period from the wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the State Council #25, 1034 North Washington, Lansing, Michigan 48906, on or before the first (1st) day after each pay date. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive, one-year periods thereafter unless the employee gives written notice of termination to the University and the Union at least fifteen (15) days prior to the anniversary date of this Agreement (provided there is in effect an agreement between the University and the Union authorizing such deductions). The Union agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union initiation fees and Union dues from an employee's pay, or the termination of employment under Article 7. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to State Council #25 at the address set forth above. The aforementioned authorization shall be on the following form:

#### CENTRAL MICHIGAN UNIVERSITY Payroll Deduction Authorization

**8-2** I, \_\_\_\_\_, hereby authorize the University to deduct from my earnings each biweekly payroll period the indicated amount and to remit this deduction to the needed agency.  
Purpose of Deduction \_\_\_\_\_ Effective Date \_\_\_\_\_ Amount of Deduction \_\_\_\_\_  
Deduction to be Remitted to \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_  
Soc. Sec. No. \_\_\_\_\_ Address: \_\_\_\_\_

##### Deductions

**8-3** Deductions shall be made only in accordance with the provisions of the authorization for checkoff of dues, together with the provisions of this Agreement. The University shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

##### Delivery of Executed Authorization of Checkoff Form

**8-4** A properly executed copy of the authorization for checkoff of dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the University before any payroll deductions are made. Deductions shall be made thereafter only under authorization for checkoff of dues forms which have been properly executed and are in effect. Any authorization for checkoff of dues which is incomplete or in error will be returned to the local Union Secretary by the University. The University will give new employees a letter and deduction form at orientation.

**When Deductions Begin**

8-5 Checkoff deductions under all properly executed authorization for checkoff of dues forms shall become effective at the time the application is tendered to the University and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter, provided the employee has sufficient net earnings unencumbered by garnishment or lien to cover such payment.

**Refunds**

8-6 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 bylaws, refunds to the employee will be made by Council #25.

**Termination of Checkoff**

8-7 An employee shall cease to be subject to checkoff deductions beginning with the month in which the employee is no longer a member of the bargaining unit. The local Union will be notified by the University of the names of such employees following the month in which the termination took place.

**Disputes Concerning Checkoff**

8-8 Any dispute between the Union and the University, which may arise as to whether or not an employee properly executed or properly revoked an authorization for checkoff of dues form, shall be reviewed with the employee by a representative of the local Union and the designated representative of the University. 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 University. Until the matter is disposed of, no further deductions shall be made.

**Limit of University's Liability**

8-9 The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

**List of Members Paying Dues Directly**

8-10 The local Union will furnish to the University, within fifteen (15) days after the effective date of the Agreement, the names of all members paying dues directly to the local Union. Thereafter, the Union will furnish the University a monthly list of any changes.

**Disputes Concerning Membership**

8-11 Any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the University 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.

**REPRESENTATION DISTRICTS**

9-1 The number of representation districts in the unit shall be the agreed-upon number. The University and the Union may redistrict the unit from time to time by agreement.

9-2 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

9-3 Current representation districts are:

I. FACILITIES MANAGEMENT

- a. Facilities Management I (including: Electricians, Painters, Carpenters, Plumbers, Air Conditioning and Refrigeration, Automotive Mechanics, Locksmiths, Metal Workers, Welders, Powerhouse, Masons, Maintenance Mechanics, BMW and Environmental Controls)
- b. Facilities Management II (including: Bus Drivers, Caretakers, General Maintenance Workers, Mailroom Assistants, Motor Vehicle Operators, Tool Crib Operators, Motor Pool Attendants, and Warehouse Workers)

II. CUSTODIAL

- a. Northeast Campus (including: Sloan, Rowe Hall, Finch Building, Special Olympics Building, Preston Apartments and Alumni House)
- b. Northeast Residence (including: Barnard, Barnard Complex and Tate)
- c. Northwest Campus (including: Wightman Hall, North Art Building, West Hall, Northwest Apartments and Motor Pool Building)

- d. Northwest Residence (including: Robinson, Calkins, Larzelere, Trout and Barnes)
- e. Southwest Campus (including: Beddow, Merrill, Sweeney, Thorpe Residence Halls and Washington Court Apartments)
- f. North Central Campus (including: Ronan Hall, Powers Music Building, Grawn Hall, Smith Hall, Warriner Hall and Learning Assessment Center)
- g. South Central Campus (including: Brooks, Charles Park Library, Moore-Bush Building, Rose Student Activity Center, Foust Hall, Anspach Hall, Pearce Hall, Telecommunications Building, CHIP/Grounds Facility, Custodians in the Powerhouse, Public Broadcasting, Baseball and Football Stadiums, IT and Combined Services)
- h. Southwest Residence (including: Carey Hall, Cobb Hall, Troutman Hall, Wheeler Hall and Kewadin Village)
- i. Southeast Residence (including: Herrig, Saxe, Woldt and Emmons)
- j. Building Maintenance Workers - Housing

### III. DINING SERVICES

- a. Carey Dining Commons
- b. Southeast Campus (including: Barnes Kitchen, Bovee University Center Dining Services and Custodians, except third shift which will be represented by North Central campus steward. All University Center custodians are represented by the Facilities Management chief steward.)
- c. Merrill Dining Commons
- d. Robinson Dining Commons and Central Food Stores
- e. Barnard Dining Commons
- f. Woldt Dining Commons

9-4 When bargaining unit work is required on off-campus locations for two (2) or more employees, the Union may designate one (1) of the employees as a Union steward for the duration of the off-campus work assignment.

### STEWARDS AND ALTERNATE STEWARDS

10-1 In each district, employees in the district shall be represented by the district or alternate steward who shall be a regular seniority employee working in the district. During the scheduled overtime periods for more than one (1) employee in a district, the steward or alternate steward shall be scheduled to work as long as there is work scheduled in that district which the steward or alternate steward is able to perform, and shall be notified and scheduled. There will be one (1) steward and one (1) alternate steward that will represent employees in any district on the second shift and the same number of stewards on the third shift. The Union may appoint more stewards as the need arises.

10-2 The stewards or alternate stewards may, in accordance with the terms of this section, investigate and present grievances within their district to the University during their working hours, without loss of time or pay, provided they have obtained permission from their supervisor to do so. The supervisor will grant permission and provide sufficient time to the stewards or alternate stewards to leave their work for these purposes, subject to exceptions for operational difficulties and emergencies. The privilege of the stewards or alternate 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 Union business and will not be abused; the stewards will perform their regularly assigned work at all times, except when necessary to leave their work for legitimate Union business as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

10-3 There are two (2) chief stewards, one (1) for Dining Services, one (1) for all others. Chief stewards will be elected from their respective districts of responsibilities as follows: one (1) chief steward from Dining Services, one (1) chief steward from all others. In the event of the absence of one (1) of the chief stewards, the local officers including the other chief steward may replace the absent chief steward.

A chief steward may be designated to investigate and discuss grievances with the district supervisors and/or stewards prior to reducing the grievance to writing. In the absence of a steward or alternate steward, the chief steward may be called upon to represent an employee in place of the regular steward or alternate steward. The chief steward may leave the chief steward's work during working hours without loss of pay based on the understanding that the chief steward's supervisor has granted the chief steward permission to leave the chief steward's work, that the time will be devoted to proper handling of legitimate union business, and that the chief steward will perform regularly assigned work at all times, except when necessary to report to handle such business as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

**10-4** When a steward's Union duties require a visit to a work area of the University, the steward will first contact the supervisor of that area.

**10-5** The Union will furnish the Personnel Office with the names of its authorized representatives and such changes as may occur from time to time in such personnel, so that the University may, at all times, be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will, in return, keep the Union advised as to its representatives. If the Union fails to notify the University of the names of any stewards or alternate stewards, the University shall not be liable for giving the preferences or privileges due these stewards or alternate stewards under the provisions of this Agreement.

## **SAFETY MATTERS**

### **Joint Health and Safety Committees**

**11-1** Joint Health and Safety Committees, consisting of not more than six (6) employees each and the University's representatives, including a designated representative of the Personnel Office, have been established in the Auxiliary Services and Facilities Management areas and will be continued with the right of the Union and the University to designate different representatives to the committees from time to time. The Union will furnish the University with the names of the employees appointed to these committees. The committees shall meet at least once every month (additionally by mutual agreement) during regular working hours, for a period not to exceed two (2) hours, and the Union's representatives shall not lose time or pay while attending these meetings. Topics for discussion at these meetings will include health and safety matters only. Reasonable notice will be given of the time and place of the meetings.

### **Employee Safety Reports**

**11-2** All employees will report any safety problems observed as soon as possible to their immediate supervisor. In addition, an employee who has reported a safety problem to the employee's immediate supervisor shall have a right to contact the Union's designated safety representative concerned with the area where the safety problem is located. The safety representative designated by the Union may raise the problem at the next meeting of the Joint Health and Safety Committee. In addition, safety problems which have been reported to the appropriate immediate supervisor where the problem exists may be reduced to writing by the Union's safety representative on a form mutually agreed to by the Union and the University and forwarded by the immediate supervisor to: (1) the Personnel Office, (2) the safety person designated by the University, (3) the two designated Union "walk arounds", and (4) the President of the Union.

### **Safety Representative**

**11-3** The University's designated safety representative shall make inquiry into safety problems as described on the written forms and shall respond to the person signing the form and report the results of the inquiry to the Joint Health and Safety Committee at its next meeting. If the safety concern has not been resolved through this process, it would be a proper subject for a special conference.

### **Walk Arounds**

**11-4** The Union may designate a "walk around" person for each Joint Health and Safety Committee. A person designated as "walk around" may accompany the Michigan Department of Labor safety inspectors for inspections made in that "walk around" person's area of responsibility and will not lose time or pay while on such inspection.

## **SPECIAL CONFERENCES**

**12-1** Special conferences for important matters will be arranged as soon as possible between the local President of the Union and the University or its designated representative upon written request of either party. Such meetings shall be between representatives of the University and a maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. Arrangements for such special conferences will be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Agreements may be reduced to writing at the request of either party and shall serve as



precedent for future similar issues.

#### EMPLOYEE GRIEVANCE PROCEDURE

**13-1** Any employee grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented and processed as set forth below. Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When such a group grievance is brought, only one (1) employee from that group shall attend the meetings set forth in the grievance procedure as the aggrieved employee. The aggrieved employee may be present through Step Two (2) of the grievance procedure, may be present at Step Three (3) at the request of either party, or may be present at the pre-arbitration conference by mutual consent of the University and the Union.

**13-2** The Union may only bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or supplemental agreements thereto, other than one which can be processed under paragraph 13-1 above, arising under and during the term of this agreement with the University and the Union. Such a Union grievance shall be filed by the Union President or designated representative beginning at Step Three (3) of the grievance procedure provided the grievance is submitted to the Personnel Office at the latter of either of the following two (2) time periods:

- a. Fifteen (15) days following the occurrence of the event giving rise to the grievance.
- b. Fifteen (15) days following the date on which the Union reasonably should have known of the facts giving rise to the grievance.

The Union President or President's representative shall file a grievance on behalf of the Union and may attend at Step Three (3) of the grievance procedure.

#### PRESENTING A GRIEVANCE

##### Step One (1) Immediate Supervisor (Oral)

**13-3** An employee who has a grievance concerning the employee's employment may discuss the grievance with the employee's immediate supervisor, or the employee may refer the grievance to the steward of the employee's district who may then accompany and represent the employee in a discussion of the matter with the employee's immediate supervisor. The employee or the employee's steward should expeditiously, and in no event later than the latest of the following two (2) time periods, orally inform the employee's immediate supervisor of the grievance in order to be a proper subject for the grievance procedure:

- a. Ten (10) days after occurrence of the event giving rise to the grievance.
- b. Ten (10) days after the date the employee reasonably should have known of the facts giving rise to the grievance.

The employee's supervisor shall expeditiously, but not later than twenty-four (24) hours after the supervisor is so informed, set a time and place for discussing the grievance.

##### Step Two (2) Administrative Level (Written)

**13-4** If the party(ies) to the grievance does not receive a satisfactory oral answer or no answer within two (2) days after oral presentation, any grievance concerning questions of interpretation and/or application of the written provisions of this Agreement may be referred by the grievant and district steward to the chief steward and filed within ten (10) days from oral presentation at Step One (1) in the office of the administrative head of the grievant's department. The chief steward may reduce the grievance to writing on the form mutually agreed to by the parties and furnished in sufficient quantity by the University. The written grievance must be signed by the grievant and must clearly indicate the following in order to be a proper grievance for the grievance procedure:

- a. The provision or provisions of this Agreement alleged to have been violated.
- b. The facts which are known at the time the grievance is submitted by the grievant and the chief steward which are alleged to pertain to the matter.
- c. The remedy desired.

A meeting will be arranged within five (5) days from the date the grievance is received by the administrative head between the Union President, the chief steward, the aggrieved employee, the administrative head and/or designated representative(s) within the department, and a representative(s) of the Personnel Office.

**13-5** The administrative head or designated representative will provide a written answer to the grievant, the chief steward and the Union President, within four (4) days from the date of the meeting in which the grievance was discussed, unless the time limit is extended by mutual agreement.

**13-6** Any grievance not appealed in writing from an answer at the second (2nd) step of the grievance procedure to the third (3rd) step of the grievance procedure, within fourteen (14) days from the date of the second (2nd) step grievance meeting, shall be considered settled on the basis of the last answer and not subject to further review.

**Step Three (3) University Level (Written)**

**13-7** If the administrative head's or designated representative's answer is not satisfactory to the grievant, or if no answer is received, the chief steward may present the grievance at Step 3 to the Union President. The Union President shall submit the grievance on the mutually agreeable form to the Personnel Office of not later than fourteen (14) days from the date of the second step grievance meeting. The Union President shall sign the grievance in order for it to be a proper matter for the grievance procedure. A meeting between no more than two representatives of the local Union and representatives designated by the University, one of which will be the Director/Personnel or designee, will be arranged to discuss the grievance within ten (10) days from the date the grievance is received in the Personnel Office. A representative of Council #25 may attend the meeting. Time limits may be extended by mutual agreement.

**13-8** The Union representatives may meet at a place designated by the University on the University's property for a one-half hour period immediately preceding the meeting with the representatives of the University.

**13-9** The University will answer the grievance in writing within six (6) days from the date of the meeting at which the grievance was discussed in accordance with paragraph 13-7 above.

The Union agrees that when the University deems it necessary to involve a higher level official of the University, and if requested, four (4) additional days for time of answer will be granted.

**13-10** Any grievance not referred by the Union to arbitration within forty-five (45) days of the date of the third (3rd) step meeting shall be considered settled on the basis of the last answer and not subject to further review.

**13-11** The Local President or designated representative shall be allowed time off the job without loss of time or pay to investigate, reduce to writing, or present a grievance the President is to discuss or has discussed with the University at the third (3rd) step or above upon having received permission from the President's supervisor to do so. The supervisor will grant permission and provide sufficient time to the Local President or designated representative to leave work for these purposes, subject to necessary emergency exceptions. The privilege of the local President or designated representative leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the local President or designated representative will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

**13-12** After referral to the third step and upon request to the Director/Personnel, representatives of Council #25 who will represent an employee in the grievance or arbitration procedures may visit the University for the purpose of preparing the case for presentation. During such a visit, after arranging a time for the visit with the Personnel Office representatives may view any area relevant to the grievance, with the Union President or designated representative. In addition, the representatives and the Union President or designated representative, after arranging a time with supervisor(s), will not be prohibited by the University from privately interviewing any bargaining unit persons or other persons in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the employer and not be abused. Employees may be called from such interview in emergencies or to cover production difficulties.

**13-13** For purposes of the grievance and arbitration procedures, any reference to days shall mean work days defined as Monday through Friday exclusive of Saturdays, Sundays and holidays.

**ARBITRATION**

**Submission to Arbitration**

**14-1** If the Union is not satisfied with the answer at Step Three (3) of the grievance procedure, the Union may submit the matter to arbitration by notifying the Personnel Office in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting arbitration. Such notice must be received in the Personnel Office within forty-five (45) days of the Third Step meeting in order to be properly referred for arbitration.

#### **Pre-Arbitration Conference**

**14-2** The Union or the employer may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-hearing conference shall be scheduled within ten (10) days from the receipt of the request for such conference. Union participation in this conference shall be limited to the chief steward, Local President and representatives from Council #25.

**14-3** Following the date referral of the matter to arbitration by the Union is received in the Personnel Office, the Union and the University will within fifteen (15) days confer to select an arbitrator. If the Union and the University cannot agree upon an arbitrator, and within twenty-five (25) days thereafter the Union may submit the matter to arbitration by filing with the nearest Regional office of the American Arbitration Association (AAA) a Voluntary Labor Arbitration Demand form. Thereafter, the matter will be administered by the Association in accordance with their rules and regulations. The Union and the University will share equally all fees assessed by the Association for administration.

**14-4** Following the selection of the arbitrator, all arbitration hearings involving discharge must be held within two hundred forty (240) days or the matter will be considered closed, unless this period is extended by mutual agreement. Lists submitted by American Arbitration Association (AAA) shall not contain the names of arbitrators who in the last ten (10) years have been members of, employed by, retained by, or associated with the University or the Local Union, or Council #25.

**14-5** The fees and approved expenses of an arbitrator shall be paid by the parties equally. The party requesting a cancellation or postponement shall be responsible for all fees and approved expenses of an arbitrator associated with the cancellation or postponement.

**14-6** Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violation of the clauses of this Agreement or written supplemental agreement thereto. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator in deciding a case where the arbitrator feels there is conflict between the Agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the Agreement provisions which are not in the written terms of the Agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union, provided the University or the Union discretion is exercised in a reasonable manner; nor shall the arbitrator exercise any responsibility or function of the University or the Union.

#### **Attendance by Aggrieved Employee and Other Employees**

**14-7** The aggrieved employee may attend the full arbitration hearing. Employees who testify during the employee's scheduled working time shall not lose regular pay for the time they testify or are required to be in attendance at the hearing, provided that employees who are going to be in attendance notify their supervisor in advance and their presence is required.

#### **Finality of Decisions**

**14-8** The arbitrator's decision, made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union and the employee or employees involved.

#### **WITHDRAWAL OF CASES**

**15-1** A grievance may be withdrawn by the Union without precedent by submitting a written notice to the Personnel Office. Notice to the Personnel Office shall be before the expiration of the time limit for submitting grievance at any step of the grievance procedure or submission of the grievance to arbitration.

#### **COMPUTATION OF BACK WAGES**

**16-1** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's base rate including shift differential, if applicable.

**16-2** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation including shift differential, if applicable, for all regular lost time and full restoration of all rights and conditions of employment.

#### **DISCHARGE OR DISCIPLINE**

##### **Notice of Discharge or Discipline**

**17-1** The University agrees promptly upon the discharge of any employee, where no disciplinary hearing is to take place, to notify the employee in writing of any discharge or discipline together with an additional copy to the chief steward and Union President. Prior to any disciplinary hearing or meeting with the employer that

may cause disciplinary action to be taken, the effected employee will be provided with Union representation.

#### **Conditions for Removal of Employee From University Premises**

**17-2** A discharged or disciplined employee who is not a probationary employee, upon his request, will be allowed to discuss his discharge or discipline with the steward of the district in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the steward before he is required to leave the property of the University. Upon the request of the disciplined employee or the district steward, the administrative head of the unit or that person's designated representative will arrange for a meeting to be held with the discharged or disciplined employee and his steward. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The district steward will be notified of action taken in these cases.

#### **Appeal of Discharge or Discipline**

**17-3** Should the discharged or disciplined employee or the Local President, or in his absence, the chief steward, consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Local President to the Director/Personnel or his/her designee within five (5) regularly scheduled working days of the discharge or discipline. The Director/Personnel or his designee will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at the Third Step.

#### **Use of Past Record**

**17-4** In imposing any discipline on a current charge, the University will not take into account any prior infractions of which the University had knowledge that occurred more than three (3) years previously.

### **SENIORITY MATTERS**

#### **Super Seniority**

**18-1** Super seniority, for the purposes of layoff and recall priority only, will be granted to the Local Union President, chief stewards, and stewards in the order listed above.

#### **Seniority of Officers**

**18-2** The President and chief stewards of the Union (if they are employees of the University) shall, in event of a layoff only, be continued to work at all times when one or more representation districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

#### **Seniority of Stewards**

**18-3** Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their representation district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform.

#### **Seniority of Negotiating Committee Members**

**18-4** The Negotiating Committee will consist of the following: representation from council, the local President, the chief stewards, one member from dining services, one (1) member from skilled trades, one (1) member from housing, one (1) member from custodial and one (1) member from any other area, other than those listed above (caretakers, general maintenance, purchasing, etc.).

#### **Seniority Lists**

**18-5** The seniority list on the date of this Agreement will show department, classification, seniority date and last date of hire in the bargaining unit of all employees in the bargaining unit entitled to a ranking for seniority.

**18-6** The University will keep seniority lists up-to-date at the University, at all times and whenever a steward shall raise a question of seniority, shall make the seniority list available for the steward's inspection for the purpose of settling the question. The University shall post seniority lists quarterly at each time clock location.

**18-7** Within thirty (30) days after the ratification of this Agreement, and semi-annually in January and July thereafter during the term of this Agreement, the University shall forward to the Union twenty-four (24) copies of the seniority lists of all union members covered by this Agreement. The twenty-four (24) copies shall list the employees by seniority date order. In addition, the University will provide the Union with two (2) additional lists which list the employees in alphabetical order.



**Work Location List**

**18-8** The University will provide to the Union President an information list on a quarterly basis showing the current primary work location of each employee in the bargaining unit so that the Union will be more readily informed as to the place where employees are working. The Union understands that the work location of employees may change from the location stated on the list. However, the list will show, to the extent feasible, the actual work location of employees as of the date of the list.

**Order of Seniority**

**18-9** In matters where seniority is a controlling factor and two (2) or more employees have identical seniority dates, then the priority order for such matters will be determined by alphabetical order of the employees' last names. In a case where two (2) or more employees' last names are identical, then the alphabetical order of the employees' first names will be used.

**VACANCIES**

The University will offer temporary assignments (above the MF-3 level) which exceed thirty (30) working days to qualified bargaining unit employees before filling with nonunion employees.

**19-1** Vacancies filled from within the bargaining unit shall be posted and filled according to the following procedure.

**19-2** Such job vacancies within the bargaining unit shall be posted by the University for three (3) working days in conspicuous places by or near the bargaining unit time clocks and filled within thirty (30) calendar days thereafter, provided applicants possessing the seniority, the necessary training, basic qualifications and physical qualifications for the job under consideration are available. Copies of postings will be given to district stewards, the chief steward and the President of the Union. Information on job postings will include job title, hours, wages and location of the position at the time of posting. Qualified employees shall indicate their desire for consideration on the appropriate bid form. The bid form, which is available in Personnel, must be completed, signed by the employee, and submitted to Personnel during the posting period. The bid will be date stamped and a copy provided to the employee. The employee is responsible for periodic review and update of his/her application material. Information which is not included in the application material will not be reviewed/considered when determining qualifications of the employee.

**19-3 Job Registry System**

- a. Employees may register for area positions, shift change, or vacancies any time during the year by completing the appropriate form in the Personnel Office, with a dated copy to the employee. Such request shall remain active for one (1) year from the date of submission.
- b. Employees must be properly registered in the Personnel Office during the time the position is posted in order to be considered a candidate for the job.
- c. Employees who are properly registered will be considered for the vacancy in accordance with the appropriate procedures as outlined in the collective bargaining agreement.

**Vacancies Shall Be Filled As Follows:**

**19-4** Positions shall be awarded to employees in the bargaining unit who possess the seniority, necessary training, basic qualifications and physical qualifications for the job under consideration when the vacant classification is assigned to pay level one (1) through three (3) inclusive. When the classification is assigned to pay level four (4) or above, qualifications of the bidding bargaining unit members shall be the determining factor assuming there are bidding bargaining unit members who meet or exceed minimum qualifications, except bargaining unit members with relatively equal qualifications, unit-wide seniority shall control.

**19-5** The University will not consider a request for the new position from an employee who has not submitted a written request for the new position to the University on or before the end of the third (3rd) working day from the time the job is posted.

**19-6** If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the President of the Union.

**19-7** An employee formally accepting a new position shall follow the following procedure.

**19-8** The employee will indicate acceptance or rejection of the position on the form provided by the employee's supervisor.

**19-9** The employee will be expected to begin the duties of the new job at the time designated by the supervisor once the employee has signed the form accepting the position.

**19-10** An employee who accepts a new position shall be granted a thirty (30) calendar day trial period to determine:

- a. Ability to perform the work.
- b. Desire to remain in the position.

**19-11** During the thirty (30) calendar day trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the University with a copy to the steward of the district. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the new position, the University is not required to honor an employee's request for a transfer for one (1) year from the date the employee started in the job position, unless to a different classification, higher pay grade or to another shift as per section 19-14.

**19-12** At any time after the first five (5) days of the thirty (30) calendar day trial period provided for under paragraphs 19-10 and 19-11 and at the University's option, an employee, the Union, and the University may agree to waive any remaining portion of the employee's trial period in a new position. It is understood the waiving of the trial period means the employee, the Union and the University forego any and all rights for an employee to revert or the University to return the employee to the position held prior to accepting the new position.

**19-13** The trial period will be thirty (30) calendar days provided however, if an employee is absent, for any reason, for five (5) or more scheduled work days during the trial period the University may, at its discretion, extend the trial period equal to the number of days missed.

**19-14** The University will not be required to honor a request for a shift change, or transfer, from an employee hired after February 1, 1991, for the first six (6) months of employment.

**19-15** During the trial period, employees will receive the rate of the job they are performing.

**19-16** During the thirty (30) calendar day trial period if the first qualified applicant, after accepting the position, elects to revert or the University returns them to their original position, the University does not need to re-post the position vacancy. Instead the University may use the original job posting list to seek additional qualified applicants. If other applicant(s), after accepting the assignment, elect to revert or are returned by the University to their original position, the University shall continue to use the initial job posting list, provided, however each job posting list shall expire sixty (60) calendar days after the initial posting period expired or there are no qualified applicants.

**19-17** Shift changes shall be awarded in the manner as a job vacancy; however, the University will not be required to honor more than one (1) shift change per four (4) month period for an employee.

**19-18** The University will provide for each vacancy filled, to the Union President the following:

- a. The name, seniority date, and classification of the person filling the vacancy.
- b. Copy of the posting for the vacancy.

**19-19** An employee alleging a violation of paragraphs 19-1 through 19-17 may submit an employee grievance through the appropriate union officials to the third (3rd) step of the grievance procedure in the following manner: The written grievance must be submitted no later than the latest of the following two (2) time periods:

- a. Ten (10) days after occurrence of the event giving rise to the grievance.
- b. Ten (10) days after the date the employee reasonably should have known of the facts giving rise to the grievance.

The written grievance must be signed by the grievant and must clearly indicate the following in order to be a proper grievance for the grievance procedure:

- a. The provision or provisions of the Agreement alleged to have been violated.
- b. The facts which are known at the time the grievance is submitted by the grievant and the chief steward which are alleged to pertain to this matter.

- c. The remedy desired.

#### WORK IN HIGHER CLASSIFICATION

20-1 If an employee is temporarily (that is, on a day-to-day basis) assigned to a job with a higher rate of pay for one (1) hour or more and the employee is capable of doing the job, the employee shall receive the rate of the higher job classification. The employee will receive the increase in pay for all hours worked in the assignment. Float employees will receive the higher rate of pay, provided they work in the higher rated position for four (4) hours or more at which time the employee would be paid for all hours worked at the higher rate.

20-2 In the absence of, or to assist regular supervisory staff, the University may temporarily assign an available regular bargaining unit employee in the required classification and shift as a crew leader to direct other employees in the performance of their duties. When such assignments are made, the University shall designate the duties to be performed by the crew leader which may include (but not necessarily limited to) the following:

- a. Making or assisting in the set up of work necessary in the group the employee leads.
- b. Providing instruction and training to the employees in the group the employee leads.
- c. Assisting and directing occupational difficulties encountered by employees in the group the employee leads.
- d. Distributing jobs or making work assignments under a designated University supervisor.
- e. Informing the designated University supervisor of the status of work available in the group and equipment and materials necessary to perform the operations of the group.
- f. Performing bargaining unit work. A leader shall not assume the responsibilities for: hiring, discharging or disciplining other employees. Crew leaders designated by the University shall be paid fifty (.50) cents per hour more than their regular base rate (including shift differential when applicable) for the period of assignment.
- g. Crew leaders will not authorize time cards, vacation or personal leaves.

#### SENIORITY WHEN PROMOTED OR TRANSFERRED

21-1 If an employee with seniority is transferred to a position as an employee of the University not included in the bargaining unit and is thereafter transferred again to his former position within the unit, he shall have accumulated unit-wide seniority in his former position while working in the position to which he was transferred if the transfer to the former position takes place within four (4) months of the transfer out of the bargaining unit. Such employees transferred back into the bargaining unit after four (4) months take the date of the transfer as their unit-wide seniority date.

21-2 Employees transferring under the circumstances described in the above paragraph shall retain all rights accrued for the purpose of any fringe benefits affected by length of service provided for in this Agreement.

21-3 If, and when, operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

21-4 The University agrees that in any permanent movement of work not covered in the first and third paragraphs of this section will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

#### LAYOFF PROCEDURE

22-1 Except as otherwise provided in this Agreement, when there is a decrease in the work force resulting in layoff in the bargaining unit, the following procedure shall be followed. Temporary, seasonal, and relief employees shall be laid off in the classification initially affected before probationary employees. Probationary employees within the classification initially affected shall be laid off before seniority employees.

22-2 Seniority employees will be laid off according to their seniority within their classification, providing the greater seniority employees are able to perform the available work.

22-3 A removed employee shall be transferred, conditioned upon possessing the necessary training, basic qualifications, and physical qualifications for the job to be performed, in the following order of priority:

22-4 To a vacancy, if any, in the same classification.

22-5 To replace an employee with the least seniority in the employee's classification.

22-6 To a vacancy, if any, in another classification in the same pay level.

22-7 To replace an employee with the least seniority in the same pay level.

22-8 To a vacancy, if any, in a classification assigned to the next lower pay level.

22-9 To replace an employee with the least seniority in a classification assigned to the next lower pay level.

22-10 To replace an employee with the least seniority in any lower pay level.

22-11 The above procedure set forth in paragraphs 22-3 through 22-10 shall be applied for an employee who is replaced as a result of the application of the above procedures until the employee is transferred or laid off.

22-12 In the event that a temporary employee is employed in a bargaining unit classification, an employee including a probationary employee, unless the probationary employee is terminated, who is to be removed due to a work force decrease, shall have the option of replacing the temporary employee conditioned upon ability to perform the work available. An employee exercising this option remains a regular or probationary employee (until probation on the original hire job is completed), and receives the regular or probationary job rate respectively for the classification of the temporary job.

22-13 Employees to be laid off for an indefinite period of time, will have at least seven (7) calendar days notice of layoff. The Local Union President will receive a list from the University of the employees laid off on the same date the notices are issued to the employees.

#### RECALL PROCEDURE

23-1 An employee with seniority who has been laid off pursuant to the provisions of paragraphs 22-1 through 22-13, shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in paragraphs 22-3 through 22-10. However, the University will not be required to promote an employee to a higher-rated position at the time of recall unless the employee has previously performed the higher-rated job and possesses at the time of recall the necessary training, basic qualifications, and physical qualifications for performance of the higher-rated job.

23-2 An employee who is recalled from a seniority list in the bargaining unit from which the employee was laid off shall maintain unit-wide seniority, including that which otherwise would have been acquired during the period of layoff, unless the employee is laid off during the term of this Agreement for a continuous period equal to the seniority the employee had acquired at the time of such layoff or two (2) years, whichever is greater.

23-3 Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, the employee shall be considered a quit. Extensions may be granted by the University in proper cases.

23-4 Employees recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before the return to work.

#### SHORT-TERM LAYOFF IN DINING SERVICES

24-1 The University will meet with the Union prior to April 15 of each year to discuss the summer conference schedule, work assignments and staffing. If the University determines to close a Dining Services facility due to a significant change in summer conference volume, the following procedure will be used to equitably distribute the remaining work:

24-2 When a layoff occurs between the two (2) regular University semesters, or at a time when classes are not scheduled and when such a layoff is not of indefinite duration, the following procedure shall apply:



24-3 A central location will be designated for the summer work sign up program which will commence prior to March 15. This program includes work opportunities in the Dining Service and Facilities Management Departments.

24-4 An appointment slip will be given to each employee to appear at the central location at a specified time. This appointment is based on the employee's seniority. Stewards will have super seniority for working in their unit.

24-5 Sign-up sheets located at the central location will include:

- a. Dining Service Positions
- b. Facilities Management Positions
  1. Custodian, MF-3
  2. Carpenter's Helper, MF-3
  3. Painter's Helper, MF-3
- c. Seasonal Leave of Absence

24-6 The employees will sign up for the position they desire within their classification in Dining Services, Facilities Management classification or summer leave of absence.

24-7 Employees who elect to sign a leave of absence without pay will receive the normal University contributions for insurance benefits.

24-8 Employees who refuse a work assignment after they have signed up for a position will be asked to sign a work refusal form and their insurance benefits will not be paid by the University.

24-9 Employees who sign up for Facilities Management positions as Custodian, MF-3, Carpenter's Helper, MF-3, or Painter's Helper, MF-3, will be paid at the MF-3 rate. If the employee's regular rate of pay is higher, the employee will be paid at the rate of the job that they signed up for.

24-10 If the employee's classification is not available and if the employee has to sign up for a lower classification, the employee will be paid at the employee's regular rate of pay.

24-11 The employee will be paid for holiday, sick, vacation, and personal days at the rate of the position the employee signed for during the short-term layoff sign-up procedure.

24-12 Once the sign-up program is completed and rosters are formally approved, no adjustments will be made.

24-13 If a vacancy should occur after the jobs are bid, they will be filled by calling the lowest seniority person qualified for the job from the Facilities Management. If there are no employees in a qualified classification, then the lowest seniority employee in a different classification will be used (relief employees can be utilized).

24-14 This procedure will be completed by May 1.

24-15 Copies of all schedules, leave of absence and work refusals will be furnished to the Union President.

24-16 The University will attempt to provide employees forty (40) hours of work per week during the summer conference/short-term layoff in Dining Services.

24-17 During the period between spring and fall semesters, the summer conference period, the University will attempt to schedule regular full-time employees in Dining Services and University Center for forty (40) hours of work and/or pay in Dining Services and Facilities Management. During holiday and adjusted work weeks, the University will attempt to schedule regular full-time employees in Dining Services/University Center for forty (40) hours of work and/or pay in Dining Services/University Center. During closedown weeks, the University will attempt to schedule regular full-time employees in Dining Services/University Center a minimum of twenty-four (24) hours of work and/or pay. Schedules for these types of weeks will be posted seven (7) days prior to the start of the week scheduled. No lost time can be used anytime.

24-18 For purposes of short-term layoff in the food service area, if more than two (2) employees are scheduled to work the steward shall be the third person. Seniority shall be the determining factor for the steward.

#### TEMPORARY LAYOFFS

25-1 During semester breaks and conditions beyond the University's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than seven (7) working days, the Union can request the management to adjust the working force according to the appropriate layoff provision of the Agreement and the University will do so within two (2) working days thereafter. During such adjustment, the University will endeavor to give consideration in retaining the senior employees whenever time and circumstances permit.

#### LOSS OF SENIORITY

26-1 An employee shall lose his seniority for the following reasons:

26-2 The employee resigns.

26-3 He is discharged and the discharge is not reversed through the grievance procedure.

26-4 He retires or receives a pension under the pension or retirement plan of this Agreement. If he receives a pension for total disability, recovers, has his pension discontinued and is re-employed, his seniority, including that which he otherwise would have acquired during the period of disability, shall be restored provided, however, if the period of his disability retirement was for a period longer than the seniority he had on the date his pension for permanent total or partial disability began, he shall, upon the discontinuance of his permanent total or partial disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.

26-5 He is absent from his job for five (5) consecutive working days without notifying the University. In proper cases, exception may be made by the University. After such absence, the University shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure, but the University will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.

26-6 If he does not return to work when recalled from layoff. In proper cases, exceptions may be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

26-7 Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as 26-6 above.

26-8 If he is laid off during the term of this Agreement for a continuous period equal to the seniority he has acquired at the time of such layoff.

#### PROBATIONARY EMPLOYEES

27-1 New employees hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) calendar days of their continuous employment. When an employee successfully completes the probationary period, employee shall be entered on the seniority list and shall be credited with the full seniority for continuous service from the date of original hire into the bargaining unit which will include employment on probationary status. There shall be no seniority among probationary employees.

27-2 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, except discharged or disciplined employees, for reasons other than Union activity.

27-3 Temporary employees who become regular, and the temporary employment period is contiguous with the regular employment, will serve the probationary period.

27-4 Supervisors of new employees hired into the bargaining unit will complete a performance evaluation and discuss it with the employee at approximately the thirty (30), sixty (60) and ninety (90) day increments of the probationary period.

#### BARGAINING UNIT PROTECTIONS

28-1 The Union understands that it is the intent of the University to use student help, relief employees, temporary employees and seasonal employees to supplement the regular work force and not to displace it. Therefore, no employee in the bargaining unit will be displaced as a result of these employees performing work.

28-2 When student help, temporary, and seasonal employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis, provided the bargaining unit employee is available, qualified and able to perform the work.

28-3 Supervisory and non-bargaining unit employees will not perform bargaining unit work except: (1) in emergencies, (2) in the instruction or training of employees, (3) testing materials and testing methods of operation, and (4) in the performance of necessary work when operational difficulties are encountered and qualified employees are not available. In no event will supervisory personnel be utilized for the purpose of preventing payment of overtime.

#### SUBCONTRACTING

The University shall have the right to subcontract the work which, in its judgment, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on a proven economical basis.

This policy shall not affect the right of the University to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

Except where time and circumstances prevent it, it is the policy of the University in all cases of the subcontracting of work involving the maintenance of the University's facilities to have advance discussions with the Local Union President, Chief Steward and one (1) other representative to be designated by the Union prior to letting such a contract. In this discussion, the University is expected to review its plans or prospects for letting a particular contract. The Local Union shall be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. The Union shall be offered the opportunity to respond to the University's information in light of all the attendant circumstances.

In the event the University is considering the contracting or subcontracting of work regularly and customarily performed by bargaining unit employees in any area, which subcontracting might result in the displacement of regular bargaining unit employees, the University will call a meeting with the Local Union President, Chief Steward and one (1) other representative to be designated by the Union prior to accepting bids from any subcontractors. At this meeting, the University will provide the Union with all available information relating to the subcontracting under consideration and will offer the Union the opportunity to prove to the University the University has the manpower, proper equipment, capacity and ability to perform the work and that work can be performed on a more economical basis than by subcontracting.

In the event that the University decides that subcontracting is indicated, the University will endeavor to place the displaced employees in jobs that may be available in other operations on campus, provided the employees have the present ability to satisfactorily perform the available work. In the event employees are to be laid off as a result of contracting or subcontracting, the layoff procedure set forth in this agreement shall apply.

Employees laid off as a result of subcontracting shall, for a period of two (2) years after such layoff, be offered available entry level jobs, provided that they have the present ability to satisfactorily perform the available work, before non-bargaining unit employees are offered such jobs, and subject to any recall rights of other bargaining unit employees.

Employees laid off as a result of subcontracting shall, in order of seniority, be offered the first opportunity (i.e., prior to non-bargaining unit employees) to fill on-campus jobs available through the subcontractor provided that they have the present ability to satisfactorily perform the available work.

The University agrees that it will not, for a period ending on October 31, 1996, use this subcontracting language to cause the layoff of a bargaining unit member, with the understanding that this commitment will not prevent layoffs caused by Phase III or for reasons allowed by the layoff article. The University further agrees that any employee who has been employed prior to October 31, 1979, will not be laid off as a result of subcontracting. All references to "Laid off" in this article mean "without CMU employment."

#### LEAVES OF ABSENCE WITH PAY

##### Personal Leave Days

29-1 Three (3) personal leave days with pay are granted to each employee in the bargaining unit. Employees may take personal leave for any purpose. Examples for uses of personal leave, which are by way of illustration and not limitation, are attending to personal matters, attending religious services, celebration of employee's birthday, voting, etc. Personal leave days herein granted are earned on the basis of one (1) personal leave day for each four (4) months of employment during the University's fiscal year. Personal leave days may be taken before they are earned; however, unearned leave time shall be deducted from an employee's last paycheck when an employee terminates employment or takes a leave of absence without pay.

**29-2** Personal leave benefits for regular part-time employees in the bargaining unit will be prorated on the basis of the proportion of the position held by the employee to regular full-time employment.

**29-3** Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if work loads do not permit the taking of personal leave at the particular time desired by the employee, except permission must be granted for any funeral and sickness of any family member or relative. Personal leave days do not carry over from year to year, and if not used on or before June 30, they are lost. Personal leave may be taken in units of an hour and any time taken in a unit less than an hour will be charged as an hour.

#### **Funeral Leave**

**29-4** A bargaining unit member will be given approved leave, with pay, not to exceed three (3) days per occasion as required by the circumstances, for the death of a person in the immediate family of the employee as defined in paragraph 29-6.

**29-5** A reasonable number of employees may attend the funeral of an employee or former employee provided, they use personal or vacation time. Any pallbearer at such a funeral will get paid for the time so served. All persons attending such funeral shall return to work at the end of the funeral.

**29-6** Immediate family includes the employee's spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, employee's grandparents, grandchildren, employee's spouse's grandparents and any person for whose financial or physical care the employee has been principally responsible.

#### **Union Educational Leave**

**29-7** Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. Thirty (30) working days per contract year shall be allocated to the bargaining unit for Union educational leave purposes. Union educational leave days will not carry over from year to year. Four (4) employees only from each department shall take leave at any one time and any one (1) employee in the bargaining unit shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

#### **Court Required Service**

**29-8** A regular employee who has completed the probationary period, who is summoned and reports for jury duty as prescribed by applicable law, or who is served with a subpoena to appear in court and is not a party to the action, will be paid the difference between the employee's pay for jury duty or witness fee\* and the employee's base pay for time missed from the employee's regular work. In order to receive the payment referred to, the employee will: (1) give the employee's immediate supervisor prior notice as soon as is reasonably possible that the employee has been summoned for jury duty or has been subpoenaed as a witness in the case and is not a party to the case; (2) give satisfactory evidence that the employee performed such jury or witness duty on the days which the employee claims payment; (3) produce satisfactory evidence of the amount the employee was paid in jury duty fees or witness fees; and (4) each day return to work when released from jury duty or witness duty (either temporarily or permanently) unless the employee is not released in time to reasonably permit the employee to return one (1) or more hours before the end of the shift.

**29-9** An employee who does not lose time from the employee's assigned schedule of work, but who nevertheless has performed jury duty service or who has appeared in court pursuant to a subpoena\* within the eight (8) hour period immediately before the beginning of the employee's shift, at the employee's request, may have an amount of time off work equal to the time the employee was required to spend in court during that eight (8) hour period immediately before the beginning of the employee's shift, equal to the time the employee was required to spend in court during that eight (8) hour period. In such cases, the employee will be paid for this time off with jury and witness fees offset against such pay, at the employee's base rate. An employee who is required to report for jury service or appear in court pursuant to a subpoena\*\* following completion of a shift which ends after 11:30 p.m., will be excused from work and paid for such lost time at the employee's base hourly rate. Jury duty and witness fees shall be offset against such pay, in the same manner as if the employee had lost time from work while performing a jury duty or witness service.

#### **Military Leave (Short Tours)**

**29-10** All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if the military pay is less. The computation of this difference will be: gross University pay for the authorized period of time less all military pay and allowances for that period.

**29-11** Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.



### **Sick Leave**

**29-12** All employees are entitled to sick leave benefits on the basis of one-half (1/2) working day for each completed biweekly payroll period of eighty (80) hours of pay. In pay periods where the employee receives less than eighty (80) hours pay, sick leave accrual will be prorated using eighty (80) hours as the base. Sick leave may accumulate up to a maximum of two hundred (200) days, provided that at no time shall the accumulation for any one (1) calendar year exceed thirteen (13) days, or the total accumulation exceed two hundred (200) days. Employees seasonally laid off between May and August may earn sick leave credit upon recall or assignment of work, not to exceed the maximum described above for a calendar year on the following basis: one (1) additional day for a summer session of at least two (2) weeks; two (2) additional days for a summer session of at least six (6) weeks.

### **Part-Time Employees**

**29-13** Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to sick leave benefits prorated on the basis of the proportion of the position to regular full-time employment.

### **Accumulation of Sick Leave While Off Duty Because of Illness**

**29-14** All employees will continue to accrue one half (1/2) day per biweekly payroll period sick leave credit as long as they are on the active (distinguished from the inactive) payroll, even though they are absent from duty. Employees on leave of absence without pay will not receive any sick leave credit during such leave.

\* Jury and witness fees do not include reimbursed expenses or travel allowances.

\*\* and is not a party to the action.

### **Retention of Accumulated Sick Leave**

**29-15** Employees who return to work upon recall from a layoff and employees returning to work from an approved leave of absence without pay shall have the amount of sick leave, previously earned and unused which existed at the time the layoff or leave commenced, reinstated effective with the commencement of work by the employee.

### **Use of Sick Leave Credit**

**29-16** All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be and are on duty at the University. Any utilization of sick leave allowance by the employee must have the approval of the department.

**29-17** All absences of employees due to illness, injury, or childbirth shall be debited against the employee's record regardless of whether or not the employee's department absorbs the employee's work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for the employee's regularly scheduled duties for one half (1/2) day or more because of illness, injury, or childbirth, and the employee's sick leave account will be debited for the time he is absent from work. Sick leave may be taken in units of no less than one-half (1/2) hour.

**29-18** If an employee elects to use sick leave while off duty because of a compensable accident or injury (one covered by Worker's Compensation) and receives the employee's full salary, 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 the employee's full-time salary and the employee's compensation benefits for each pay period. On the expiration of the employee's accumulated sick leave, the employee may exercise the option of utilizing accumulated vacation to make up the difference between Worker's Compensation and the employee's full salary. The employee may utilize his/her accumulated vacation only to the same extent and with the same limitations as the utilization of accrued sick leave as provided for in this paragraph.

**29-19** Each employee desiring consideration for sick leave benefits may be required to file with the Personnel Office either a statement by a physician or a sworn affidavit, that the claim of absence for any of the reasons for the sick leave is bona fide, prevented the employee from attending work or the employee was directed not to attend work by the physician as part of the physician's treatment of the sickness. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

**29-20** Whenever an employee has used up all of the employee's sick leave credit, the employee will be removed from the payroll until the employee reports back to duty. In computing terminal sick leave payments in items 29-21, 29-22 or 29-23 below, a fraction of a year will be prorated on a monthly basis with one half (1/2) or more of any month being considered as an entire month.

**29-21** An employee who separates from University service for retirement purposes, who will be receiving pension payments from the University retirement program within six (6) months after the employee's separation date, who had been employed a minimum of ten (10) years at Central Michigan University, and who has reached the minimum age of sixty (60) (if at age fifty-five--55/60, etc.) shall be paid for two thirds (2/3) of the



employee's unused sick leave, as of the effective date of the separation. Such compensation is paid at the employee's current rate of pay.

**29-22** An employee who separates from the school service because of permanent disability shall be paid for two thirds (2/3) of the employee's unused sick leave. Such compensation shall be made at the employee's current rate of pay.

**29-23** In case of the death of an employee (regardless of age or length of service at Central Michigan University), payment of two thirds (2/3) of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay.

**29-24** Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition with the doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

**29-25** Employees must notify their immediate supervisors at the earliest opportunity when they will be off work because of illness. Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.

**29-26** The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in his/her department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record.

#### **LEAVES OF ABSENCE WITHOUT PAY**

##### **Leave of Absence for Illness or Disability**

**30-1** An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay and vacation payments, shall be granted a leave of absence, without pay, upon request in writing to the Personnel Office and furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to the Personnel Office by the Union or any other interested party. Requirement number (2) shall be waived in whole or in part by the Personnel Office at the employee's request.

**30-2** The leave of absence shall be for the period of continuing disability for a period of time up to one (1) year. If the disability continues for more than one (1) year, the leave of absence may be renewed not to exceed a total leave of absence of two (2) years, unless extended by the Personnel Office. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

**30-3** If an employee who can perform the work has been on a leave of absence for illness or disability lasting for a period of one (1) year or less, the employee will have the right to return to the position the employee was assigned to when the leave was granted. An employee who has been on a leave of absence for illness or disability lasting for a period of over one (1) year who notifies the Personnel Office in writing of a desire to return to work during the leave of absence or directly at the end of the leave of absence and who can perform the work, will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

##### **Personal Leave of Absence Without Pay**

**30-4** Leaves of absence without pay up to four (4) months may be granted in cases of exceptional need for those employees who have been employed on a regular basis and have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care for a newly born infant (including newly adopted children who are not enrolled in school up to age 6), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the University for an additional four (4) months period, but the total leave time shall not exceed one (1) year. If a personal leave lasts for a period of four (4) months or longer, the employee may be required to take another physical examination before returning to work. An employee on a personal leave of absence without pay of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from a personal leave of absence without pay after four (4) months, the employee will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

##### **Long-Term Military Leave**

**30-5** An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training,

or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.

**30-6** In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

**30-7** A seniority employee who is able to do the work, meeting the requirements of 30-6, returning from a long-term military leave within six (6) months from the commencement of the leave where the Union has allowed a temporary employee to be employed in the employee's position for the period of the leave, will return to the position to which the employee was assigned when the leave was granted. A seniority employee not covered by the preceding sentence who meets the requirements of paragraph 30-6 returning from a long-term military leave will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

#### **Educational Leave--Veterans**

**30-8** An employee with seniority who has returned to active employment in the bargaining unit at C.M.U. from a military leave of absence shall be granted an educational leave of absence without pay for a period equal to the employee's seniority, but not to exceed four (4) years in order to attend a federally approved full-time educational program with benefits provided by federal law.

**30-9** An employee on an "Educational Leave--Veterans" of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from an "Educational Leave--Veterans" without pay after four (4) months and if it is not possible to assign work to an employee immediately upon return from the leave of absence without pay, the employee will be granted an extended leave to be worked out with the Personnel Office while a concerted effort is made to find employment for the employee.

#### **Leave for Union Business**

**30-10** Members of the Union elected to local positions or selected by the Union to do work which takes them from their employment with the University may, upon application, and at the written request of the Union, receive temporary leaves of absence (without pay) for periods not to exceed two (2) years or the term of office, whichever may be the shorter; however, the duration of these leaves may be extended by the Personnel Office.

**30-11** Upon their return, they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, it will be necessary for the employee to take a physical examination at the Health Center or from any center or physician designated by the University at the University's expense, before returning to work.

#### **Leave of Absence Without Pay Qualifications**

**30-12** The employee who is on a leave of absence without pay will accrue seniority but will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Personnel Office about maintaining the employee's group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be requested in writing and approved by the administrative head and cleared through the Personnel Office.

### **FAMILY MEDICAL LEAVE (FML)**

**31-1** Employees are eligible for a Family Medical Leave (FML) if they have been employed by the University for at least twelve (12) months. Employees must have worked at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

**31-2** An eligible employee, upon request, may be granted up to twelve (12) workweeks of paid or unpaid FML during the fiscal year, July 1 to June 30 approximately, for one or more of the following events:

- a. for the birth of a son or daughter of the employee and to care for such child,
- b. for the placement of a child with the employee for adoption or foster care,
- c. to care for an employee's spouse, child or parent with a serious health condition, or
- d. because of a serious health condition of the employee, which renders him/her unable to perform the functions of the employee's position.

**31-3** The taking of a FML shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided that nothing in this provision shall be construed to entitle any employee who returns from FML to the accrual of any employee benefits during the period of the leave or to any right, benefit or position other than that which the employee would have been entitled had the employee not taken the leave.

**31-4** Employees who take FML for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the University to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

**31-5** During the period of the FML, the University shall continue to contribute toward coverage under any group health plan as defined by the Family Medical Leave Act for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The University shall have the right to recover premiums paid for maintaining coverage for the employee under such group health plan during the period of the FML if the employee fails to return to work for reasons other than the continuation, recovering or onset of a serious health condition entitling the employee to leave under 31-2c or 31-2d above, or other circumstances beyond the employee's control. In this situation, the University may require certification of inability to return to work as specified and allowed by the Family Medical Leave Act.

**31-6** The employee will be required to use all paid sick leave (for employee medical only) prior to applying for a FML without pay. Upon exhaustion of the paid leave, the remainder of the FML will be unpaid. The employee at his/her option may use paid personal or vacation time toward the FML leave.

**31-7** Family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care will expire no later than the end of the twelve (12) month period from the date of the birth, adoption or placement.

**31-8** An eligible employee who foresees that he/she will require a FML for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, his/her supervisor, no less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

**31-9** An employee who foresees the need for a FML due to planned medical treatment for his/her spouse, child or parent, should notify, in writing, his/her immediate supervisor, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such an employee must also give at least thirty (30) calendar days written notice, unless impractical in which case, the employee must provide as much written notice as circumstances permit.

**31-10** If the requested FML is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the University, in a timely manner, a health care provider's statement that the employee is needed to care for the family member and an estimate of the amount of time that the employee is needed for such care.

**31-11** A FML taken under paragraphs 31-2a or 31-2b above shall not be taken intermittently or on a reduced work schedule except at the discretion of the University. Subject to the limitations and certifications allowed by the Family Medical Leave Act, a FML taken under 31-2c and 31-2d above may be taken intermittently or on a reduced work schedule when medically necessary; provided, however, that where such leave is foreseeable, the University may require the employee to transfer temporarily to an alternative position offered by the University, for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of FML than the employee's regular position.

**31-12** An employee on an approved FML should keep the immediate supervisor informed regarding the employee's status and intent to return to work upon conclusion of the FML.

**31-13** The provisions of this section are intended to comply with the Family And Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act prevails. These Family Medical Leave provisions do not impair any rights granted under other provisions of this Agreement, nor shall they be construed to add additional leave without pay.

#### **NOTIFICATION OF PHYSICAL CONDITION**

**32-1** Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.

#### **MEDICAL CONDITION FOLLOWING LEAVE**

**33-1** A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to the member's condition with respect to whether the member's condition might interfere with the performance of the member's duties.

#### WORKER'S COMPENSATION AND DISABLED VETERANS REEMPLOYMENT

**34-1** An employee who receives payment under the terms of the "Worker's Compensation Act", for which the University is liable, who is unable to perform the employee's regular work and any veteran who sustained a service-connected disability while on military leave from the University which prevents the veteran from performing the veteran's regular University work, may be employed by the University in any other work which the employee can satisfactorily perform.

**34-2** If an employee is injured during working hours, the employee must report the injury to the employee's immediate supervisor as soon as possible. An employee who is seriously injured and cannot work, in the opinion of the examining doctor, will be paid for the balance of the employee's shift and then will be covered by other provisions of this Agreement. An employee who returns to work within the employee's regular shift immediately after being treated for an injury on the job shall not lose time or pay while absent from the work place seeking such treatment.

**34-3** If an employee is required, due to a work related injury, to continue treatments with a doctor, dentist or physical therapist, the employee shall not lose time or pay while absent from the work place for such treatments.

#### MEDICAL DISPUTE

**35-1** In the event of a dispute involving any employee's physical ability to perform that employee's assigned work upon his return to work at the University from a layoff or from any leave of absence and the employee is not satisfied with the determination of the designated physician of the University with respect to the employee's ability to perform that employee's work, he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the employee, the designated physician of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding upon the parties. The expenses of the third party medical physician shall be shared equally by the University and the employee.

#### UNION BULLETIN BOARD

**36-1** The University will continue to provide bulletin boards at each existing location and will provide a bulletin board in each new building where a time clock is located which may be used by the Union for posting of notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Posting of position vacancies.

**36-2** The Union shall have the right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of materials posted on the Union bulletin boards, the President of the Local Union will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

#### SHIFT HOURS

**37-1** The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m. Any employee (except Dining Services employees starting work between 10:00 a.m. and 11:00 a.m.) whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift. Employees who are not regularly assigned to a shift but work a rotating shift schedule will be paid shift differential based upon the shift they are currently assigned to.

**37-2** Employees who are scheduled to regularly work on the second or third shifts shall receive, in addition to their regular pay, twenty-five (25) cents per hour and thirty-five (35) cents per hour, respectively, additional compensation. 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.



#### HOURS OF WORK

**38-1** The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods.

**38-2** The normal work week shall consist of five (5) consecutive eight-hour days, except for employees in continuous operations. 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.

**38-3** Eight (8) or more consecutive hours of work within a twenty-four (24) hour period, shall normally constitute the regular work day, except for employees scheduled to work less than eight (8) hours per day and except for employees at the powerhouse and swing persons when rotating shifts.

**38-4** Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times.

**38-5** A Swing position work schedule will be posted weekly, and whenever possible, twenty-four (24) hours notice will be given for schedule changes. In the event twenty-four (24) hours notice is not possible, the employee will be notified of schedule changes no later than the end of shift on the preceding work day or at least sixteen (16) hours prior to the start of the shift.

Dining Services and the University Center will designate twelve (12) swing positions.

Swing positions within Facilities Management will include three (3) caretakers, twenty (20) custodians, all 9/3 custodians, custodial equipment maintenance worker, four (4) maintenance mechanics and two (2) powerhouse operators.

The four (4) swing maintenance mechanics will work a four (4) week rotating schedule covering afternoons and weekends. Each week, one (1) person will be scheduled as the relief person and will be subject to the same notice as above.

**38-6** The University will not unilaterally reduce any employee's hours of work to avoid a layoff, with the exception of a short-term layoff/the summer conference period between spring and fall semesters.

#### REST PERIODS

**39-1** Employees may take a rest of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

#### WASH-UP TIME

**40-1** Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

#### CALL-IN AND REPORT-IN PAY

**41-1** An employee reporting for duty at the employer's request for work, which is outside of, and not continuous with, the employee's regular work period, shall be guaranteed at least three (3) hours pay at the rate of time and one half.

**41-2** An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the regular straight-time rate.

#### OVERTIME

**42-1** 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.

**42-2** Time and one half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.



42-3 For the purposes of computing overtime pay for over forty (40) hours in an employee's work week for days when the employee does not work, a sick day for which he receives sick pay, a vacation day for which he receives vacation pay, or a holiday for which he receives holiday pay will be counted as a day worked.

42-4 For the purpose of computing overtime pay, the employee's straight-time rate (excluding overtime) will include shift differential whenever applicable.

42-5 The allowance of overtime or premium pay (other than shift differential or for higher classification work) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

42-6 The University agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium. The University reserves the right to adjust work schedules on a temporary basis no more than fifteen (15) schedule changes of a daily nature during the academic year in the Dining Services/University Center areas. Examples of the occasions are special meals, exam periods, commencement, special conferences, etc. The work schedules for these fifteen (15) occasions will be altered and posted seven (7) days prior to the beginning work week.

#### SCHEDULING

43-1 In the event that permanent schedule changes, either hourly, daily or weekly, are contemplated, the University will arrange a special conference with no more than four (4) representatives of the Union to discuss the proposed change, i.e., the reasons, duration, etc. If the Union feels the change is arbitrary or capricious, it may file a grievance on that question at the Third Step of the grievance procedure.

#### EQUALIZATION OF OVERTIME HOURS

44-1 Overtime hours shall be divided as equally as possible among employees with the same classification, shift, and operation in their district. An up-to-date list showing overtime hours accumulated through the most recent pay period will be posted in a prominent place in each district before the 15th of each month. It is the employee's responsibility to verify all information when the list is posted and to bring any discrepancies to the supervisor's attention.

44-2 Whenever overtime is required, the permanent employee with the least number of overtime hours with the required classification, shift, and operation within his/her district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications and from other shifts or operations may be called if there is a shortage of eligible employees. 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. When two (2) or more people have the same number of overtime hours, the most senior person within the affected classification will be contacted first. When all employees in the required classification refuse the overtime, the University may require the employee with the least seniority within the required classification in the district to do the work.

Employees who do not desire to be called for overtime may sign a statement exempting them from the overtime equalization calls. Employees signing waivers will be kept on the equalization list and charged overtime as if the employees worked or refused. The University reserves the right to not accept a waiver of overtime equalization if there are not enough persons in the required class to work the anticipated overtime and/or to require employees who have signed them to work if there is an extreme emergency or other employees are not available.

It is the responsibility of each employee to inform the University of their current phone number for the purposes of overtime equalization. Failure to do so will result in an employee being bypassed on the overtime equalization list.

Any inequitable distribution of overtime hours will be rectified by the future scheduling of overtime within the next thirty (30) calendar days within the employees same classification and shift.

44-3 A temporarily assigned employee will be placed on the overtime equalization list for the classification of the temporary assignment. The employee will be charged the highest number of overtime hours that exists in the classification of the temporary assignment on the day that they began the assignment. They will be eligible for overtime in the temporarily assigned classification as long as they are able to perform the work and based upon the equalization list.

During the temporary assignment an employee will be removed from the overtime equalization list for their regular classification for the duration of the temporary assignment.

44-4 For the purpose of this clause, time not worked because the employee did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (two (2) hour minimum).

44-5 Overtime hours will be accumulated, recorded and balanced as follows: In Dining Services overtime hours will be recorded from the beginning of the school year assignment to the end of the school year assignment and then revert to a zero (0) balance. Overtime hours worked and recorded during the summer are not carried over.

All other overtime lists will be recorded from July 1 through June 30. The employees in the same classification, shift, and operation in each district shall be given a zero balance on each June 30.

44-6 New employees and employees who have changed classification will be charged with the highest number of overtime hours that exist in the new classification on the day they were hired or reclassified.

44-7 During scheduled overtime periods for more than one (1) employee in his/her district, the steward or alternate steward shall be scheduled to work as long as there is work scheduled in the employee's district he/she can perform and shall be so notified and scheduled.

44-8 Paragraphs 44-1 and 44-2 will be modified as follows for dining service employees who are laid off and subsequently reassigned to the facilities management operation in accordance with the short-term layoff provisions of the current agreement.

- a. Dining service employees who are assigned to facilities management custodian positions in accordance with the short-term layoff provisions will be assigned to a specific district for the purpose of overtime equalization in accordance with paragraph 44-6.
- b. Such employee may be reassigned to a different district and when the reassignment is for more than 10 work days, the employee's overtime will be equalized within the new district in accordance with paragraph 44-6.
- c. When the circumstance arises where:
  - (1) Overtime is required within a district,
  - (2) The permanent employees within that district have been assigned or offered overtime according to the equalization of overtime hours provision,
  - (3) Employees working in the district under the short term layoff language have been assigned or offered overtime under the provisions of this Agreement,
  - (4) Additional employees are still required on an overtime basis;then the order of preference will be as follows:
  - (a) Employees who are working under the short-term layoff language who have been temporarily reassigned (that is for less than ten (10) work days) in the district and who have the lower amount of overtime hours. (When overtime hours are equal, seniority shall prevail.)
  - (b) Employees with the least number of overtime hours within the required classification, shift and operation, including short-term layoff employees, within other districts.

#### JOB CLASSIFICATION

45-1 The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement, unless the job content of a classification is significantly changed.

45-2 In the event a new classification is established or an existing classification is changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with existing classifications.

45-3 The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in paragraph 44-2:

45-4 The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.

45-5 Upon receipt of the University's classification description, not more than four (4) representatives of the Union may meet with representatives of the University to discuss the new or changed classification and the placement in the wage schedule.

45-6 If there is a disagreement with the University's assignment to pay grade, a grievance concerning compliance with paragraph 45-2 of this Article may be processed through the grievance and arbitration procedures, provided it is submitted within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to revise the classification or establish or change any wage, but only to determine whether assignment to a pay grade has been made in accordance with paragraph 45-2 of this Article.

45-7 The employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

#### LEGAL HOLIDAYS

46-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.

46-2 Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the employee's regular straight-time rate of pay, provided that:

- a. Newly hired employees have been on the active payroll of the University at least one (1) day immediately preceding the holiday involved.
- b. Such employee works or is excused from his/her scheduled work day immediately preceding and his/her scheduled work day immediately succeeding the holiday involved.

46-3 An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

46-4 Except as provided in paragraph 46-5, whenever one (1) of these holidays falls on Saturday, the preceding Friday shall be observed as the designated holiday. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday. Whenever one (1) of these holidays falls on a scheduled day off in the employee's work week and the employee does not work on this day and no other day is observed as a holiday by the University, the employee will receive an additional day, the time to be arranged with the employee's supervisor during the University fiscal year, or receive an additional day's pay which will not be subject to the overtime provisions of the current Agreement.

46-5 When a legal holiday falls on Sunday, and under the Agreement the holiday is observed by the University on the following Monday, and an employee's regular schedule requires the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on Saturday, and under the Agreement the holiday is observed by the University on the preceding Friday, and an employee's regular schedule requires the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be a Saturday.

46-6 Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time rate for that day and will also be paid for an additional day at their straight-time rate in lieu of the holiday.

46-7 If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal leave.

46-8 Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to holiday benefits prorated on the basis of the proportion of the position to regular full-time employment.

#### ADDITIONAL HOLIDAYS

47-1 All regular bargaining unit employees will receive five (5) additional holidays, which are the day after Thanksgiving and four (4) days between December 25 and January 1. Those employees who do not work during the above period because of this provision shall be paid for days they normally would have been scheduled for work as additional holidays to the extent that such payment is not provided for in the "Legal Holidays" provision of this Agreement. Bargaining unit employees who are, because of the nature of their work, required to work what would be an additional holiday under this paragraph will be paid the employee's regular straight-time rate for the day and will receive an additional day off during the University fiscal year to be arranged with the employee's supervisor.

## VACATIONS

48-1 Employees in the bargaining unit will accumulate vacation with pay based on an employee's length of continuous service as follows:

48-2 One (1) day per month, approximately figured at .0462 hours for each hour paid\* during the first year of employment.

48-3 One and one-fourth (1 1/4) days per month, approximately figured at .0577 hours for each hour paid\* from the end of the first year through the seventh year.

48-4 One and two-thirds (1 2/3) days per month, approximately figured at .0769 hours for each hour paid\* from the end of the seventh year through the fifteenth year and also beyond the fifteenth year during the first year of this Agreement.

48-5 One and five-sixths (1 5/6) days per month, approximately figured at .0846 hours for each hour paid\* beyond the fifteenth year.

48-6 Any employee with less than one (1) year of service whose employment is terminated automatically waives his/her right to all accumulated vacation time. Employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that fiscal year.

48-7 An employee may take vacation at any time in the course of the year as long as it conforms with the requirements of the individual's department, provided all vacation allowances accrued to June 30 must be taken during the twelve (12) months immediately following the vacation accrual period with the following exceptions:

48-8 Any employee with more than one (1) year's service may take part or all of the vacation time the employee has earned at any time during the year in which it accrues if it is to the mutual convenience of the University and the employee.

48-9 If requested by the employee and recommended by the supervisor and with the written approval of the Personnel Office, an employee with more than one (1) year's service may be paid regular salary in lieu of vacation time in any fiscal year.

48-10 The maximum number of vacation hours the employee is eligible to accrue under paragraphs 48-2, 48-3, 48-4, and 48-5 is 300 hours of unused vacation.

48-11 If a holiday falls within an employee's vacation, the employee will be given an additional day of vacation, to be arranged with his supervisor.

48-12 Vacation time of up to sixteen (16) hours may, at the employee's option, be converted to personal leave. It is understood that the employee will fill out the appropriate form and send it to the Personnel Office. The employee is not required to have the form signed or approved by his/her supervisor.

\*(excluding overtime hours; but overtime hours paid in a pay period will be counted as regular hours in connection with vacation accrual to the extent the employee has lost regular time during that same pay period to the extent of the employee's position status, i.e., 1/2 time, 40 hours; 3/4 time, 60 hours; and full-time, 80 hours per pay period)

## RETIREMENT

49-1 All bargaining unit members are covered under the Michigan Public School Employees Retirement Fund which is correlated with the federal Social Security program.

49-2 Coverage -- All bargaining unit members are required by law to be members of the fund. This is not a matter of choice.

49-3 Pamphlets explaining the fund shall be issued to all bargaining unit members.

## HEALTH INSURANCE

50-1 For each full-time employee, the University agrees to contribute toward the premium for health insurance, as specified in Appendix "A." Any difference between the premium and the University's contribution will be paid by the employee through automatic payroll deduction.

50-2 The University will contribute toward the health insurance premium, as specified in Appendix "A," only during the months the employee works.

50-3 The health insurance coverage will be equal to or better than Blue Cross Blue Shield Low Option with routine mammogram and pap smear riders. Details of the plan are outlined in booklets which may be obtained through the Compensation & Benefits Office.

50-4 Election for coverage by bargaining unit members of benefits shall be made according to the procedures of the University Faculty/Staff Benefits Office. Employees whose spouses are also employees of CMU may combine any insurance compensation provided by the University to purchase high option Blue Cross/Blue Shield.

50-5 During the first four (4) months of a leave of absence for illness or disability or during the first four (4) months while an employee is covered by Worker's Compensation, the University will continue to pay the University's contribution toward the premium for the health insurance elected. Under the Family Medical Leave Act, the University contributions for health coverage will continue during approved family medical leave.

#### LIFE INSURANCE

51-1 The University agrees to make available to all bargaining unit employees, after the employee has completed the probationary period, a term life insurance policy.

51-2 The plan provides each insured bargaining unit member with an amount of level term life insurance equal to the employee's basic annual salary. If this amount of insurance is not an even multiple of \$1,000, it is raised to the next higher \$1,000 multiple to a maximum of \$60,000. The plan also provides for a principal amount of accidental death and dismemberment insurance equal to the amount of level term life insurance to a maximum of \$60,000.

51-3 The University agrees to pay the full premium cost of the term life insurance plan once the bargaining unit employee meets the qualifications.

51-4 The insurance is in this amount. If accidental death should occur, the amount doubles.

51-5 The University, from time to time, negotiates with the insurance carrier and any increase in cost for such insurance will become part of the premium.

#### TUITION WAIVER

52-1 Regular employees appointed half time or more have the opportunity to take University credit courses and receive tuition waiver. The waiver applies only to the regular fees charged all students for enrollment for a specific number of semester hours. The waiver does not apply to special fees or incidental fees such as music fee, special course fee, parking, etc. Conditions for refund are as specified in 51-2 through 51-4.

52-2 Courses must be taken during hours the employee is not scheduled to be working for the University.

52-3 Employees may receive waiver for not more than six (6) semester hours of credit during any single semester, with a maximum of twenty four (24) credits in any twelve (12) month period. Half-time employees may receive waiver for three (3) semester hours of credit during any single semester with a maximum of twelve (12) credits in any twelve (12) month period. Under the Tuition Waiver Plan reimbursement for credits not taken by the employee is available to the employee's current spouse and/or dependents. In order to qualify as a dependent child, the child must be claimed as a dependent on the employee's tax return. The definition of dependent children includes stepsons and stepdaughters if they meet other criteria set forth herein.

52-4 Employees must follow University enrollment procedures, pay the non refundable registration fee, and complete the eligibility certification form at the Benefits office prior to registration. A full copy of the tuition plan is available at the Benefits office.

#### UNIFORMS AND EQUIPMENT

53-1 The University will provide uniforms, equipment and safety equipment as set forth in the letters of agreement attached to this Agreement.

#### PARKING REGULATIONS

54-1 Employees (after registering their motor vehicle and properly displaying the parking decals provided by the University) may park under the University regulations in the University parking system. Those driving more than one motor vehicle must register and pay registration fees for each additional vehicle. Employees



agree to abide by the University parking and traffic ordinance.

54-2 The University agrees to furnish, without cost, registration and parking decals for one (1) motor vehicle for each bargaining unit member.

#### COST OF LIVING

55-1 It is agreed that the University will commence paying a cost of living allowance effective November 1, 1978, and for the duration of the University's next two (2) contract years which end October 31, 1980, in accordance with the following provisions:

55-2 The cost of living allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (all cities) published by the Bureau of Labor Statistics, United States Department of Labor (1967-100) and hereinafter referred to as the BLS Consumer Price Index. Furthermore, the allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as it is at the present time.

55-3 The cost of living allowance for the period beginning October 31, 1978, and ending October 30, 1979 shall be \$.01 per hour for each .5 point increase in the average of the BLS Consumer Price Index for April, May and June of 1978 over the average of the BLS Consumer Price Index for April, May and June of 1977; provided, however, that in no event shall the cost of living allowance after such increase be more than \$.06 per hour for said period.

55-4 The cost of living allowance for the period beginning October 31, 1979, and ending October 30, 1980 shall be \$.01 per hour for each .5 increase in the average of the BLS Consumer Price Index for April, May and June of 1979 over the average of the BLS Consumer Price Index for April, May and June of 1978; provided, however, that in no event shall the cost of living allowance after such increase be more than an additional \$.06 per hour over the cost of living allowance for the prior fiscal year.

55-5 No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in the published figures for the BLS Consumer Price Index for any of the months used in the calculation of the allowance.

55-6 The cost of living allowance provided for above shall be added to each employee's (in the bargaining unit) hourly wage rate, but it shall be distinct from the base wage and shall clearly represent an allowance for a change in the cost of living.

55-7 The Union and the University jointly agree that any adjustment in earnings to become effective November 1, 1978, for the first determination of the cost of living adjustment as described above and to become effective November 1, 1979, for the second determination of the cost of living adjustment as described above, shall be given full consideration in future bargaining between the parties with regard to wage increase.

55-8 The cost of living allowance shall be taken into account in computing premium pay, holiday pay, vacation pay, call-in pay, sick leave, personal leave days and Union educational leave with pay.

#### LONGEVITY PAY

56-1 All regular employees within the bargaining unit, including those employees on approved leaves of absence at the University, as of the month in which their anniversary dates of employment occur in any year or on an approved leave of absence, shall be entitled to receive longevity pay for the length of continuous service with the University according to the following rules and schedule of payment.

56-2 Longevity pay shall be paid as shown in 56-1.

56-3 After completion of seven (7) years of continuous full-time service by the anniversary date of their employment in any year and continuing in subsequent years of such service, each bargaining unit employee shall receive annual longevity payments as provided in the schedule.

56-4 To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one (1) additional year of such service for each payment.

56-5 Payments to employees who become eligible as of the anniversary date of their employment in any year shall be due the second (2nd) week of the month following the month in which their anniversary date of employment occurred.

56-6 Prorated payments on a monthly basis, with one half (1/2) or more of a month being considered as an entire month, shall be made to those employees who retire under the University retirement plan prior to the anniversary date of employment in any year thereafter. This also applies to those employees not under the

retirement plan, but who are sixty-five (65) years of age at the time of their separation. In case of death, longevity payment shall be made to the spouse, and if there be no spouse or dependents of the employee, to the estate of the employee. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee for the period elapsing between the occurrence of his/her anniversary date of employment and the date of retirement, separation, or death, and shall be made as soon as practicable thereafter.

56-7 Regular part-time employees in the bargaining unit who work twenty (20) hours or more per week are entitled to receive the longevity payment prorated based upon the percent of their appointment.

56-8 Where an employee voluntarily requests a change in status (e.g., full-time, part-time (3/4), part-time (1/2)), the longevity payment will be based on their appointment on their anniversary date which entitles them to a longevity payment.

56-9 An employee who has been on leave of absence without pay during the year in which the employee is entitled to longevity pay shall have his longevity prorated based upon the following schedule (computations are made for the period of time between the month in which his/her anniversary date of employment occurs in the following year).

56-10 An employee who is on leave of absence(s) for a period of less than three (3) calendar months is entitled to full longevity payment.

56-11 An employee who has been on leave of absence(s) without pay for a period of three (3) months and up to six (6) months shall receive seventy-five percent (75%) of the longevity payment.

56-12 An employee who has been on leave of absence(s) for a period of six (6) months up to nine (9) months shall receive fifty percent (50%) of the longevity payment.

56-13 An employee who has been on leave of absence(s) without pay for a period of nine (9) months up to a year shall receive twenty-five percent (25%) of the longevity payment.

#### LONGEVITY PAY SCHEDULE

57-1	<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
	After 7 years and through 12 years	\$ 500
	After 12 years and through 17 years	800
	After 17 years and through 22 years	1,100
	After 22 or more years	1,400

#### STRIKES

58-1 The Union, its officers, agents, members and employees covered by this Agreement agree that as long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott or any unlawful acts that interfere with the University's operations. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. The penalties imposed for violation of this section shall not be subject to the grievance procedure under this Agreement; however, employees may appeal the question of fact as to whether they participated in a strike in the same manner as discharge or discipline is appealed under this Agreement.

#### RULES AND REGULATIONS

59-1 While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this Agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner. In addition, the arbitrary or capricious administration of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

#### VALIDITY

60-1 This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

#### CONTRACT DOCUMENTS

61-1 The provisions contained on pages numbered 1 through 33 and the sixteen (16) supplemental letters pertaining to ten (10) month employees, furniture and equipment, vegetable preparer, safety equipment and uniforms, dental plan, students, tone voice communication, release time for Union officials, float and swing positions, Union business days, guidelines for all Dining Service operations, higher classification pay - cooks, apprenticeship program, training program for caretaker, subcontracting, and journeyman building maintenance workers constitute the entire Agreement between the parties.

#### SUPPLEMENTAL AGREEMENTS

62-1 All supplemental agreements shall be subject to the approval of the local Union, the University and the Council. They shall be approved or rejected within a period of ten (10) days following the date they are filed.

#### RATIFICATION

63-1 The Union agrees to submit this agreement to the employees of the bargaining unit covered by this Agreement for ratification, and the local Union will recommend to the employees that it be ratified.

#### EFFECTIVE DATES

64-1 The terms and provisions of the Collective Bargaining Agreement will be applied retroactively to November 1, 1993, except as otherwise specified in Appendix "A."

64-2 Salaries shall be effective on the dates set forth in the salary schedule.

64-3 The change for computing longevity payments will be effective November 1, 1987.

64-4 The remaining provisions in the Agreement shall be effective upon execution of this Agreement.

#### TERM OF AGREEMENT

65-1 This Agreement shall become effective as provided above in the Article on effective dates and shall remain in full force and effect until and including October 31, 1996, and thereafter from year to year, unless within a period of not less than sixty (60) and not more than ninety (90) consecutive calendar days immediately preceding October 31, 1996, or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.

65-2 If either party desires to modify or change this Agreement other than through reopening, that party shall, sixty (60) consecutive calendar days prior to the termination date of any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) consecutive calendar days written notice of termination prior to the termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement except as may be mutually agreed between the parties.

65-3 Notice, for purposes of this section, shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union, and if to the University, to the Director/Personnel, or to any such address as the Union or University does make available for notice purposes to the other party in writing.

For bargaining unit members employed at the time of ratification:

1. All current employees will receive a zero (0%) percent increase to base in contract year November 1, 1993, through October 31, 1994.
2. Those current employees who are at the "new" classification levels MF-1 to MF-8 will receive, beginning on November 1, 1994, a three (3%) percent of base payout to be paid bi-weekly until October 31, 1995. For example, a full-time employee currently receiving \$10.27 per hour would receive \$24.80 bi-weekly which is not part of base pay ( $\$10.27 \times .03 = .31 \times 80 \text{ hours} = \$24.80$ ).

Those current employees who will be at the "new" classification levels MF-1 to MF-8 will receive a three (3%) percent increase to base on November 1, 1995. For example, a full-time employee currently receiving \$10.27 per hour would be increased to \$10.58 per hour on November 1, 1995.

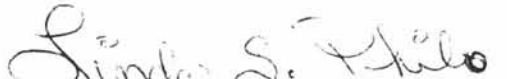
IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS

This 4th Day of APRIL, 1995

FOR LOCAL 1568

  
Jerry Mester, President

  
Bud Hanes, Chief Steward

  
Linda S. Philo, Chief Steward

  
Jim Draper

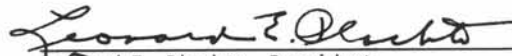
  
Dave Heyl

  
Fred Klisch

  
Jane Schafer

  
Dale Van Hoose

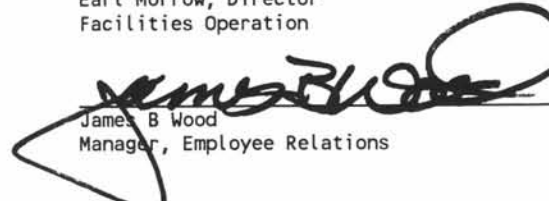
FOR CENTRAL MICHIGAN UNIVERSITY

  
Leonard E. Plachta, President


  
Tom P. Hustoles, Chief Negotiator

  
Nancy Ridley, Director, Budget & Planning

  
Earl Morrow, Director  
Facilities Operation

  
James B. Wood  
Manager, Employee Relations

FOR COUNCIL #25

  
Roger Smith  
AFSCME Representative



Letter of Agreement

Nine (9) or Ten (10) Month Employees

**CLARIFICATION**

The University may, at its discretion, establish nine (9) or ten (10) month positions in the bargaining unit. If the University determines to establish nine (9) or ten (10) month positions they will be: 1) new positions within the bargaining unit; or 2) existing positions converted to nine (9) or ten (10) month.

Positions converted to nine (9) or ten (10) month positions will be filled first by volunteers. Thereafter, the employee in the position will be permitted to exercise their rights under layoff and recall.

As to employees converted from twelve (12) months to nine (9) or ten (10) months, the University will, until October 31, 1996, contribute to health and dental insurance premiums as if they were twelve (12) month employees. As of October 31, 1996, the nine (9) or ten (10) month employees will only receive the University contribution toward single subscriber health insurance during the months they are actually working.

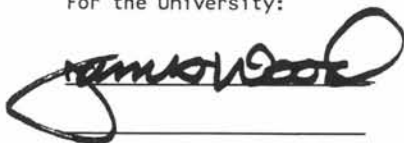
Starting and ending dates of the assignment, consistent with need related to academic year, will be the beginning of the pay period during which the regular school year begins, through the end of the pay period during which the regular school year ends.

Vacation and sick pay accrual shall cease during the period of inactive employment and shall resume upon return to work.

An employee working in such a position will not receive University pay nor unemployment compensation during the period of inactivity.

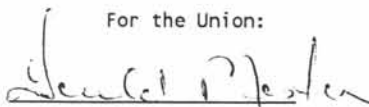
Relief employees will be used to cover absences created by vacancies, illness, vacation, etc. only. During work assignment period the nine (9) or ten (10) month employee will be covered by the terms and conditions of the agreement. The employer may continue to utilize student employees as is the current practice. No more than forty-two (42) positions within the bargaining unit will be designated as nine (9) or ten (10) month. There will be thirty (30) in Dining Services/University Center and twelve (12) in Facilities Management.

For the University:



Date: 4/4/95

For the Union:



Date: 4/4/95

Letter of Understanding

Furniture and Equipment Moving/Delivery/Assembly/Repairs

The University and Union enter into this letter of understanding as clarification of the duties and responsibilities of Warehouse, Moving and Delivery and the Carpenter Shop when moving, delivering, assembling and repairing furniture and equipment.

I. MOVING AND DELIVERY

A. Warehouse

- 1. New furniture equipment received at Stores/Receiving and has not been moved before (ie. if Stores receives items and takes them to a non-Stores holding (staging) area until department needs them, Stores will not move them again.

Exception: Warehouse may move old furniture/equipment back to storage areas as part of their delivering new items if a department has completed an OEI #4 form (ie. Request for Movement of Furniture).

B. Moving and Delivery -

- 1. Furniture and equipment not received at Stores/Receiving or has been previously moved by the University Stores.

NOTE: Either area can request assistance if work load problems arise. Overtime considerations though will be granted if required based on which crew should have performed the move or delivery during regularly scheduled work hours.

II. ASSEMBLY, DISASSEMBLY AND REASSEMBLY OF ITEMS

A. Modular/Systems Furnishings & Lockers

- 1. Carpenter Shop will handle all assembly, disassembly and re-assembly.

NOTE: Carpenter Shop may request assistance from the Warehouse MF's if work load problems arise. Overtime considerations will be granted, if required, based on which classification should have performed the assembly work during regular scheduled work hours.

- 2. Warehouse will continue to perform minor work (eg. attaching a new panel to an existing panel, mounting a new file cabinet to an existing panel, detaching an old panel, assembling singular stand alone units etc).

B. Other

- 1. Warehouse will continue to handle the assembly, setup and minor adjustment of new "normal/standard" items.

NOTE: Warehouse will handle the assembly of new "normal/standard" items at a department if such work would be more efficiently done there (eg. terminal tables, bookcases etc.).

- 2. Moving & Delivery same as above only substitute "existing" for "new" normal/standard items.

III. REPAIRS/REPLACEMENT PARTS

A. Warehouse

- 1. Will replace parts on "normal/standard" items either in the warehouse or at the department if such work is required outside of the Warehouse area.

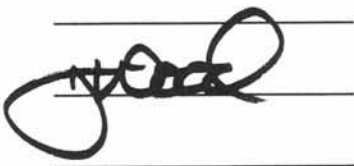
B. Carpenter Shop

- 1. All repair work that is required outside of the Warehouse area.

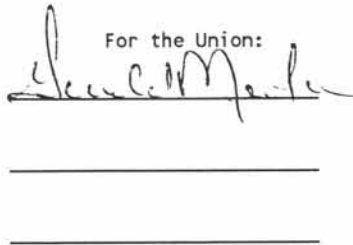
Definitions

\*Normal/Standard as used herein shall mean all furniture except modular units (except stand alones) and lockers.

For the University:



For the Union:



Original Date: 07/20/89  
Renewed: 4/4/95

Original Date: 07/20/89  
Renewed: 4/4/95

Letter of Agreement

Safety Equipment and Uniforms

Safety Shoes

If safety shoes are required for a bargaining unit member by the University, the University will pay the actual cost up to \$35 each for the first two (2) pair of safety shoes and after one (1) year will annually pay the actual cost up to \$35 for safety shoes, provided each pair is purchased from a vendor approved by the University and provided each pair meets the safety requirements specified by the University. If safety shoes are not required of a bargaining unit member by the University, the University will pay the actual cost up to \$15 each for the first two (2) pair of safety shoes, and after the first year annually thereafter, will pay the actual cost up to \$15 for one (1) pair of safety shoes, provided each pair is purchased from a vendor approved by the University and provided each pair meets any safety requirements specified by the University. The effective date of this "Safety Shoes" section is March 1, 1975, and shoes provided and paid for under the terms of this provision by the University since that date shall be in fulfillment of this section.

Safety Glasses

The University will pay the actual cost of safety glasses when safety glasses are required by the University and when such glasses are purchased from a supplier or suppliers designated by the University, provided the safety glasses contain lenses and frames as designated by the University. When a bargaining unit member is required by the University to wear safety glasses on a daily basis in connection with the bargaining unit member's duties and when the bargaining unit member wears his/her own prescription lenses, the University will pay for safety prescription lenses as prescribed by an optometrist or ophthalmologist to correct the vision of the bargaining unit member as well as frames as designated by the University. The University will not pay for tinted lenses unless tinted lenses are prescribed by the examining optometrist or ophthalmologist because of a medical condition of the bargaining unit member. It is understood that bargaining unit members are responsible for the cost of their own eye examination.

Uniforms

Employees in the bargaining unit will receive a uniform benefit described within paragraph (a), paragraph (b), or paragraph (c) below:

- a. The University will continue to provide four (4) uniform units annually to custodians on or about July 1 during the term of this agreement, with the requirement that at least two (2) units must be for shirts and/or pants.
- b. The University will continue to provide seven (7) uniform units annually for those bargaining unit members not covered by (a) above or (c) below, with the requirement that at least three (3) units must be used for uniform shirts and pants. New employees in the above classifications shall receive their choice of either an insulated jacket or insulated coveralls in addition to the seven (7) items listed in this paragraph. Uniform parts have the following unit values:

<u>Part of Uniform</u>	<u>Unit</u>
Shirt	One
Pants	One
Heavy Shirt	One
Heavy Pants	One
Unlined Jacket	One
Insulated Jacket	Two
Insulated Coverall	Four

- c. The University will pay to the University designated supplier the actual cost up to \$75 (seventy five dollars) in the first year of this contract for Dining Service (including Dining Service custodians) bargaining unit member for their uniforms. Dining Service employees may wear other than white shoes. Effective with the uniform purchase for fiscal year 1991-92, the University's contribution will increase to \$85 (eighty five dollars).
- d. In the first year of regular employment, all custodians will receive one (1) insulated jacket.
- e. No uniforms will be purchased or allowance slips issued until an employee has completed their trial period.
- f. The University will provide departmentally required uniforms to employees transferring from one department to another as follows:
  - 1. July 1 through December 31 - full annual allotment
  - 2. January 1 through April 10 - one half (1/2) annual departmental allotment
  - 3. Any employee transferring into another department after April 10 will receive uniforms based on departmental allocations for the following year.
  - 4. Proration of uniform allotment per paragraphs 1, 2, 3 will not affect the choice of either insulated jacket or coveralls.

When an employee is assigned work for which the wearing of a uniform, special clothing or equipment is required by the University, the University shall provide them. Special Clothing or equipment furnished by the University shall include overalls, hair nets, special gloves and safety head covering when necessary.

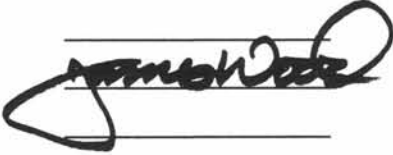
Letter of Agreement

Safety Equipment and Uniforms (cont.)

**Wearing of Safety Equipment and Uniforms**

Employees will be required to wear uniforms and are responsible for their care and laundry. Wearing safety equipment and protective items required by the University is mandatory at all times as required by the University.

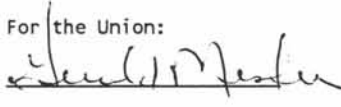
For the University:

  
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Previously undated

Date: 4/4/95

For the Union:

  
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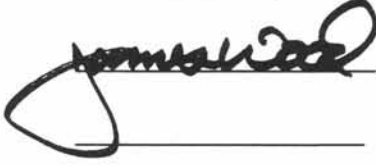
Date: 4/4/95

Letter of Agreement

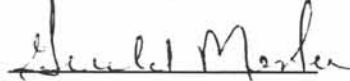
Students

It is the intent of the University to use student labor to supplement the regular work force. Therefore, no position in the bargaining unit will be displaced or replaced as a result of these employees performing work. When students are employed, they will normally be assigned to work with regular bargaining unit employees to assist with unskilled, menial, and helping tasks. Students will not be used to intentionally conflict with the assigned duties of the regular employees when bargaining unit employees are available to perform work of a higher level.

For the University:

  
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For the Union:

  
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Date Renewed: 4/4/95

Date Renewed: 4/21/95

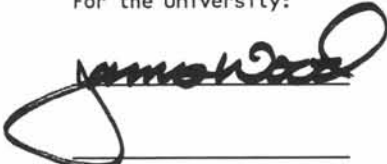


**Letter of Agreement**  
**Tone Voice Communication**

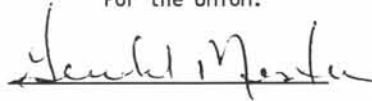
The University agrees to provide the use of a tone voice communication device to the Union President and/or chief steward during working hours if they are employed in a work area where telephone equipment is not readily accessible.

It is further agreed that Union officials using the tone voice communicator will abide by all appropriate FCC regulations.

For the University:

  
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For the Union:

  
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Date Renewed: 4/4/95

Date Renewed: 4/4/95

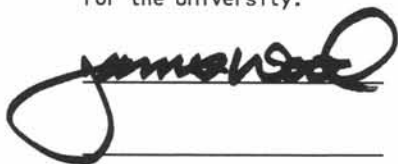
Letter of Agreement

Release Time for Union Officials

The purpose of this letter is to clarify University allowance of release time during regularly scheduled working hours for the Union President and chief stewards. It is recognized by the University and the Union that certain paid release time is currently provided in the Agreement for the Local Union President and chief stewards. In addition to the release time set forth in the Agreement, the University agrees that additional paid release time will be granted in a reasonable manner upon proper request by the Union President or chief stewards. Examples of such requests for release time are: reasonable investigation of problems or grievances which have been brought to these officers by member(s) of the bargaining unit which are the subject of scheduled special conferences, attendance at special conferences, participation in University-sponsored committee meetings and posting of official Union meeting notices.

It is further recognized that, if additional paid release time is necessary and if good cause is shown and proper request is made to the Director/Personnel Office or his designee, then the University will be reasonable in granting such additional paid release time requests. On occasion permission may also be granted by the Director/Personnel Office or his designee for the President or chief stewards to leave the University campus to conduct Union business.

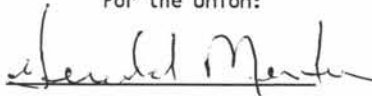
For the University:



Previously undated

Date Renewed: 4/4/95

For the Union:



Date Renewed: 4/4/95

Letter of Agreement

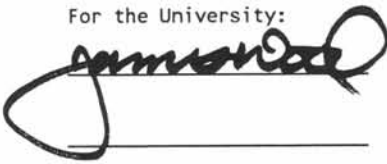
Float and Swing Positions

Eight full-time float MF-1 positions in Dining Services and one (1) full-time swing custodian MF-3 in Facilities Management shall be created to provide coverage within those departments during short-term absences of bargaining unit employees. Persons in these positions may be utilized throughout the department for such purpose.

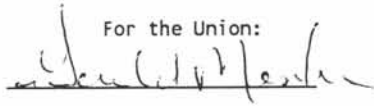
The Dining Services float employees will cover for absences of other employees due to illness, leave of absence, vacation, personal leave, etc. They will also assist other bargaining unit employees during short-term staffing needs such as special dinners, etc. Normally in kitchens, the regular employees in those kitchens move up to higher classification vacancies. For example, if a pay level MF-4 Cook were absent because of illness in a kitchen where a pay level MF-2 Cook and a pay level MF-1 Cook were present, the pay level MF-2 Cook would fill in for the pay level MF-4 Cook, the pay level MF-1 cook would fill in for the pay level MF-2 Cook, and the float employee would fill in for the pay level MF-1 Cook. If there were no pay level MF-1 Cook in the kitchen, the float employee would fill in for the pay level MF-2 Cook.

Swing custodians are in the bargaining unit and will be used to cover for absent employees due to sickness, leave of absence, vacation, personal leave, etc. Swing custodians will also be used to assist with staffing needs when extra help is needed in connection with the University's program. For example, extra staff may be needed because of such things as, special Sunday hours in the education library in Rowe Hall, in the Park Library final examination schedule, plays at Bush Theatre, events at the Rose Building, etc. Swing custodians will be assigned work in definite buildings as a base and they will swing to cover absences and staffing needs from their base buildings. Swing custodians will change both shift and buildings in connection with their assignments.

For the University:

  
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For the Union:

  
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Previously undated

Date Renewed:

4/4/95

Date Renewed:


4/4/95

Letter of Agreement

Union Business Days

The University and Union agree to allow up to a total of twenty-five (25) days per contract year for the Union President and chief stewards to conduct appropriate union business to include conventions, seminars, and new council business. It is understood that this time will be used appropriately and the President or chief stewards will receive permission from the appropriate supervisor and Personnel Office prior to using this time. Union business days do not carry over.

For the University:

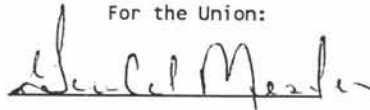
  
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Previously undated

Date Renewed:

4/4/95

For the Union:

  
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Date Renewed:

4/21/95

Letter of Agreement

Dining Services Operations Guidelines

I. Filling Vacancies created by sickness, personal time, etc.

- A. When relief employee is available - upgrade personnel on duty to higher classification, if the employees is capable of doing the job, and place the relief employee in MF-1 position.
- B. When relief employee is not available - upgrade personnel on duty to higher classification, if the employee is capable of doing the job. Call in employee for overtime under the overtime provision (para. 43-2) and pay the employee at the employees rate of pay, if the position to be filled is in a lower pay level. If the position is of a higher pay level, pay the higher pay level, pay the higher rate of pay if the employee is capable of doing the job.

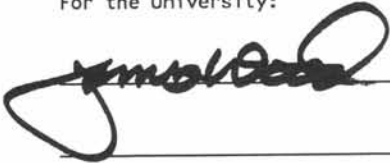
EXAMPLES:

- #1. If you upgrade your unit and have to call someone in on overtime for an MF1 position and the employee selected is an MF2, MF3, MF4, or MF6 and you feel that the personnel in the various positions can perform their duties, than the higher rated employee would work in the lower classification, but be paid at their regular rate of pay.
- #2. If you do not feel that an employee who is on duty can perform the higher rated job, but the employee called in can, place the employee called in into the higher rated job and place the employee on duty in the lower rated job.

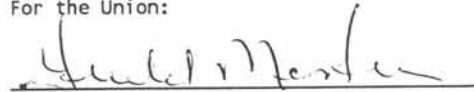
II. Meals for employees working overtime continuous with their shift.

Allow a twenty (20) minute meal unless the employee prefers to punch out for a thirty (30) minute period.

For the University:

  
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For the Union:

  
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Previously updated

Date Renewed: 4/4/95

Date Renewed: 4/4/95

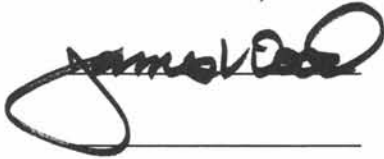


Letter of Agreement

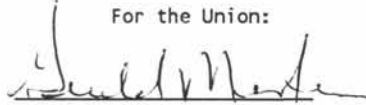
Higher Classification Pay - Cooks

The University dining services management will provide MF-4 pay, or MF-6 pay if employee was employed before January 15, 1995, on Sunday to the seniority cook and MF-2 pay, or MF-4 pay if employee was employed before January 15, 1995, to the low seniority cook.

For the University:

  
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For the Union:

  
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Date Renewed:

4/4/95

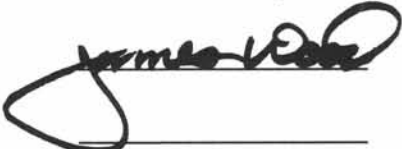
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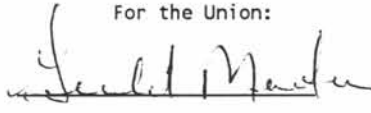
**Letter of Agreement**  
**Apprenticeship Program**

It is agreed between Local 1568, AFSCME and Central Michigan University that the University has had an Apprenticeship Program since September, 1971. The University with the Union recognizes that the principal of training through such a program for becoming skilled employees is desirable. To further this principal, the University gives assurance that it will, during the entire term of this agreement maintain an Apprenticeship Program.

For the University:

  
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For the Union:

  
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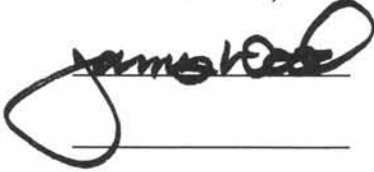
Date Renewed: 4/4/95

Date Renewed: 4/4/95

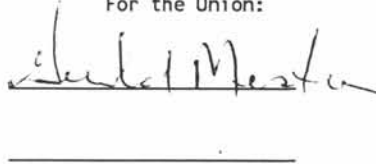
**Letter of Agreement**  
**Training Program for Caretaker**

It is agreed between Local 1568, AFSCME and Central Michigan University that the University will establish a training program which will allow employees to progress from the Caretaker MF-4 classification to the Senior Caretaker MF-6 classification upon successful completion of the requirements of the program. This initial program will be established by March 1, 1985. Employees who are currently classified as Caretaker pay level MF-4 and who complete the initial training program within a specified time period will receive a salary adjustment to a pay level MF-6.

For the University:

  
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For the Union:

  
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Previously undated

Date Renewed: 4/4/95

Date Renewed: 4/4/95

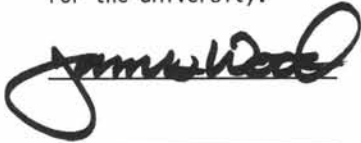
Letter of Agreement

Journeyman Building Maintenance Workers

At this time the University has no intent to expand the building maintenance worker program, however it is one (1) of several options that may be considered as Facilities Management continues to review the delivery of services to the University community. The University agrees that prior to expanding the building maintenance worker concept into other areas or adding more building maintenance worker positions, the Union will be involved in discussions and will have the opportunity to call a special conference to discuss options and concerns.

The total number of journeyman trades positions will not be reduced as a result of the creation of building maintenance worker journeyman. The positions of journeyman building maintenance worker will be offered first to all journeymen before other classifications. The University agrees to continue to meet with the Journeyman Building Maintenance Worker committee for discussions and resolutions on existing problems.

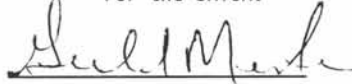
For the University:



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For the Union:



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Date Renewed: 4/4/95

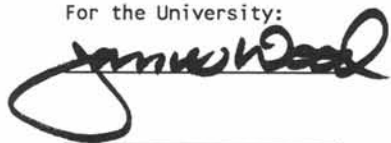
Date Renewed: 4/4/95

Letter of Agreement

Utility Helper

The varied Utility Helper MF-1 in Barnard Dining Commons will be designated Vegetable Preparer. It is understood the position will continue to do Utility Helper line work as has been done in the past.

For the University:



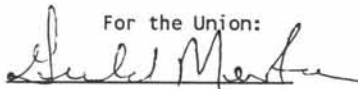
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Original Date: 02/16/89

Renewed: 4/4/95

For the Union:



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Original Date: 02/16/89

Renewed: 4/4/95



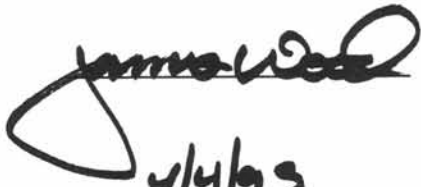
Letter of Agreement

Food Court

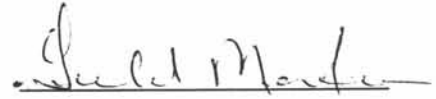
The University has notified the Union of their intent to implement a food court in the Bovee University Center. This would involve retail operations, catering, concessions, set-ups for food service functions and custodial services relating to cleaning and maintenance of all food service common areas, kitchen and prep areas. This will occur through outside vendors developing a food court concept and/or through retention of a food service contract management company.

The University agrees that the affected employees have all rights under the layoff and recall provisions of the current AFSCME agreement. No AFSCME employees will be without employment as a result of implementation of this food court concept.

For the University:

  
4/4/95

For the Union:

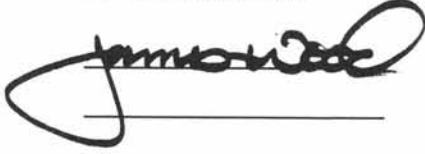
  
4/4/95

Letter of Agreement

Student Employment Subcommittee

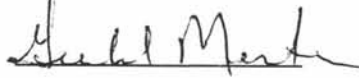
A subcommittee of the bargaining teams has been formed to discuss student employment issues. The charge of the subcommittee is to achieve agreement on the tasks student employees can perform and the volume of student employment.

For the University:



Date: 4/4/95

For the Union:



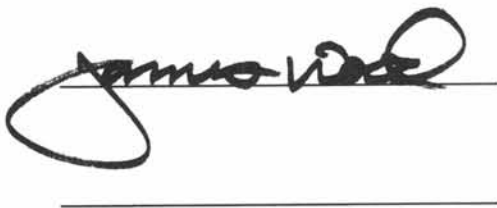
Date: 4/4/95

Letter of Agreement

Flexible Benefit Plan

Central Michigan University (CMU) is investigating the possibility of implementing a flexible benefit plan which ultimately could be made available to all employee groups. If CMU designs a plan which could be implemented prior to the expiration date of this Agreement, the parties agree to meet to discuss the plan as a possible replacement of current benefit programs. Participation in a University flexible benefit plan by bargaining unit members must be mutually agreed upon by CMU and the Union.

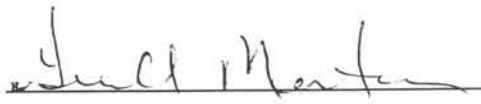
FOR THE UNIVERSITY:



A handwritten signature in black ink, appearing to be "James [unclear]", written over a horizontal line. Below this line is another horizontal line.

Dated: 4/4/95

FOR THE UNION:



A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line. Below this line is another horizontal line.

4/4/95

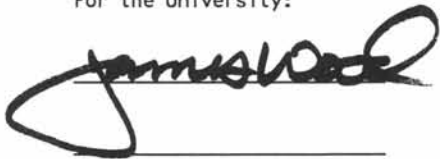
Letter of Agreement

Dental Plan

During the first four (4) months of a leave of absence for illness or disability or during the first four (4) months while an employee is covered by Worker's Compensation, the University will continue to pay the amounts the University is required to pay per Appendix A. The employee will be required to pay their portion of the monthly premium.

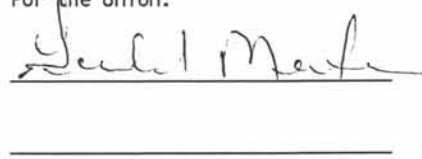
The Dental Program will be the BC/BS dental plan which provides 75% of reasonable charges for diagnostic and prevention services, 75% of restorative and prosthodontic service, and 50% of construction of dentures and bridges subject to a maximum benefit of \$800 per covered person per benefit year.

For the University:



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For the Union:



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Previously undated

Date Renewed: 4/4/95

Date Renewed: 4/4/95

CLASSIFICATIONS FOR ALL EMPLOYEES

Classifications	New Classification	Former Classification
Cook I	MF-1	MF-1/2
Sanitation Worker	MF-1	MF-1/2/3
Utility Helper	MF-1	MF-1/2/3
Senior Cafeteria Worker	MF-1	MF-3
Catering Worker	MF-2	MF-4
Cook II	MF-2	MF-3
Custodian	MF-2	MF-3
Custodian - UC	MF-2	MF-3
Helper	MF-2	
Locker Room Attendant	MF-2	MF-3
Food and Supply Worker	MF-3	MF-5
Senior Salad Maker	MF-3	MF-4
Caretaker	MF-4	MF-4
Custodial Equip Maint Wkr	MF-4	MF-5
Head Cook	MF-4	MF-4/5/6
Moving and Delivery	MF-4	MF-5
Senior Custodian	MF-4	MF-5
Senior Custodian - UC	MF-4	MF-5
Trades Helper Mason	MF-4	MF-5
Air Condit/Refrig Repair	MF-6	MF-6
Auto Equipment Mech	MF-6	MF-6
Boiler Operator	MF-6	MF-6
Carpenter	MF-6	MF-6
Electrician	MF-6	MF-6
Maintenance Mechanic	MF-6	MF-6
Mason	MF-6	MF-5
Metal Worker	MF-6	MF-6
Painter	MF-6	MF-6
Senior Caretaker	MF-6	MF-6
Storeroom Worker Bookstore	MF-6	MF-6
Warehouse Worker	MF-6	MF-6
Bus Driver	MF-7	MF-8
Journeyman Auto & Equip Mech	MF-8	MF-8
Journeyman BMW	MF-8	MF-8
Journeyman Carpenter	MF-8	MF-8
Journeyman Electrician	MF-8	MF-8
Journeyman Environ Controls	MF-8	MF-8
Journeyman Locksmith	MF-8	MF-8
Journeyman Maint Mech	MF-8	MF-8
Journeyman Mason	MF-8	MF-8
Journeyman Metal Worker	MF-8	MF-8
Journeyman Painter	MF-8	MF-8
Journeyman Powerhouse OP	MF-8	MF-8
Journeyman Refrig & Controls	MF-8	MF-8
Journeyman Welder	MF-8	MF-8

DINING SERVICES CLASSIFICATION CHANGES

<u>NEW</u>	<u>FORMER</u>
Sanitation Worker	Kitchen Cleaner, Utility Helper Dishroom, Dining Service Custodian and Utility Worker
Utility Helper	Salad Maker, Utility Helper Line, Utility Helper Veg Prep, Utility Helper Float
Cook II	Cook II and Cook III
Head Cook	Journeyman Cook, Senior Cook, Senior Grill Cook



WAGE SCHEDULE 'A'  
EMPLOYEES HIRED  
BEFORE JANUARY 15, 1995

PAY LEVEL	TIME PERIOD	1993 - 1995	1995 - 1996
MF-1	H	\$ 9.21	\$ 9.49
	B	736.80	759.20
	A	19,156.80	19,739.20
MF-2	H	\$ 9.54	\$ 9.83
	B	763.20	785.60
	A	19,843.20	20,425.60
MF-3	H	\$ 10.27	\$ 10.58
	B	821.60	846.40
	A	21,214.60	22,006.40
MF-4	H	\$ 10.68	\$ 11.00
	B	854.40	880.00
	A	22,214.40	22,880.00
MF-5	H	\$ 11.31	\$ 11.65
	B	904.80	932.00
	A	23,524.80	24,233.00
MF-6	H	\$ 11.76	\$ 12.11
	B	940.80	968.80
	A	24,524.80	25,188.80
MF-7	H	\$ 12.90	\$ 13.29
	B	1,032.00	1,063.20
	A	26,832.00	27,643.20
MF-8	H	\$ 15.31	\$ 15.77
	B	1,224.80	1,261.60
	A	31,844.80	32,801.60

H - HOURLY  
B - BI-WEEKLY  
A - ANNUAL

Probationary employees - a probationary employee will receive 3% below the job rate established for the position.

EXAMPLES:

For employees hired prior to 01/15/95:

When bidding or bumping the employee would receive the wage schedule "A" pay rate for the former classification level.

As indicated on page 54 "Classifications for all Employees"

For employees hired after 01/15/95:

When bidding or bumping the employee would receive the wage schedule "B" pay rate for the new classification level.

As indicated on page 54 "Classifications for all Employees"

WAGE SCHEDULE 'B'  
 EMPLOYEES HIRED  
 AFTER JANUARY 15, 1995

PAY LEVEL	TIME PERIOD	January 15, 1995 - October 31, 1995	1995 - 1996
MF-1	H	\$ 9.25	\$ 9.48
	B	740.00	758.40
	A	19,240.00	19,718.40
MF-2	H	\$ 9.61	\$ 9.85
	B	768.80	788.00
	A	19,988.80	20,488.00
MF-3	H	\$ 10.00	\$ 10.25
	B	800.00	820.00
	A	20,800.00	22,172.80
MF-4	H	\$ 10.40	\$ 10.66
	B	832.00	852.80
	A	21,632.00	22,172.80
MF-5	H	\$ 10.82	\$ 11.09
	B	865.60	887.20
	A	22,505.60	23,067.20
MF-6	H	\$ 11.25	\$ 11.53
	B	900.00	922.40
	A	23,400.00	23,982.40
MF-7	H	\$ 13.84	\$ 14.19
	B	1,107.20	1,135.20
	A	28,787.20	29,515.20
MF-8	H	\$ 15.31	\$ 15.77
	B	1,224.80	1,261.60
	A	31,844.80	32,801.60

H - HOURLY  
 B - BI-WEEKLY  
 A - ANNUAL

Probationary employees - a probationary employee will receive 3% below the job rate established for the position.

EXAMPLES:

For employees hired prior to 01/15/95:

When bidding or bumping the employee would receive the wage schedule "A" pay rate for the former classification level.

As indicated on page 54 "Classifications for all Employees"

For employees hired after 01/15/95:

When bidding or bumping the employee would receive the wage schedule "B" pay rate for the new classification level.

As indicated on page 54 "Classifications for all Employees"

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Appendix A

Insurance Contributions (NOTE: ALL NUMBERS ARE PER MONTH)

The university will contribute UP TO the amounts listed in the university contribution column

Insurance	Coverage	Premium	University Contribution	Employee Deduction	
<b>1993-94 (November 1, 1993 through June 30, 1994)</b>					
HEALTH	Full Time	Single	\$154.75	\$145.89	\$8.86
	Full Time	Two Person	\$318.87	\$302.95	\$15.92
	Full Time	Family	\$373.37	\$351.65	\$21.72
DENTAL	Full Time	Single	\$15.90	\$15.90	\$0.00
	Full Time	Two Person	\$24.61	\$24.61	\$0.00
	Full Time	Family	\$43.34	\$43.34	\$0.00
<b>1994-95 (Upon Ratification through June 30, 1995)</b>					
HEALTH	Full Time	Single	\$158.66	\$153.18	\$5.48
	Full Time	Two Person	\$327.49	\$318.10	\$9.39
	Full Time	Family	\$382.70	\$369.23	\$13.47
<b>1994-95 (July 1, 1994 through June 30, 1995)</b>					
DENTAL	Full Time	Single	\$20.27	\$20.27	\$0.00
	Full Time	Two Person	\$31.36	\$31.36	\$0.00
	Full Time	Family	\$55.24	\$55.24	\$0.00
<b>1995-96 (July 1, 1995 through June 30, 1996)</b>					
HEALTH	Full Time	Single		\$160.84	
	Full Time	Two Person		\$334.01	
	Full Time	Family		\$387.69	
DENTAL	Full Time	Single		\$20.78	
	Full Time	Two Person		\$32.14	
	Full Time	Family		\$56.62	
<b>1995-96 (July 1, 1996 through October 31, 1996)</b>					
HEALTH	Full Time	Single		\$163.54	
	Full Time	Two Person		\$339.58	
	Full Time	Family		\$394.16	
DENTAL	Full Time	Single		\$20.94	
	Full Time	Two Person		\$32.40	
	Full Time	Family		\$57.08	

