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Detroit Inst.
of Technology

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Michigan State University
LABOR AND INDUSTRIAL

Detroit Institute of Technology

From
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I - AGREEMENT

This agreement entered into this _____ day of _____, 1979, by and between Detroit Institute of Technology (hereinafter called Institute) and The Detroit Institute of Technology Services Staff Organization (hereinafter called the Organization) is a memorialization of agreements rendered pursuant to collective bargaining under the auspices of the National Labor Relations Act. The parties have agreed as follows:

II - WITNESSETH

WHEREAS, the Institute and the Organization recognize and declare that providing a quality education for the students of Detroit Institute of Technology is their mutual aim and that such education depends predominantly upon the quality and morale of the personnel, and

WHEREAS, the members of the services staff are particularly qualified to assist in formulating procedures designed to improve the business function of the Institute, and

WHEREAS, the Institute has a statutory obligation to bargain with the Organization as the representative of its non-faculty personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

III - RECOGNITION

The Institute hereby recognizes the Organization as the sole and exclusive bargaining representative for all non-faculty personnel (whether under contract (either verbal or written) or on leave, employed or to be employed by the Institute for more than twenty (20) hours per week in services staff activities. Such representation shall cover all personnel assigned to newly created services staff positions unless such positions are principally supervisory and administrative. Such representation shall exclude the president, vice-president, deans, directors, faculty, counselors and all supervisory, administrative and confidential personnel. The "employee" when used hereinafter in the Agreement shall refer to all services staff employees represented by the Organization in the bargaining or negotiating unit as above defined.

The Institute agrees not to negotiate with or recognize any employees organization other than the Organization for the duration of this Agreement.

IV - EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any employment agreement between the Institute and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any employment agreement hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an employment agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Institute which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. DITSSO recognizes that all past practices and policy decisions in regards to personnel are hereby abolished and that all rights and privileges of all of the members of the bargaining unit are incorporated fully and completely within the terms of this Agreement.

V - MAINTENANCE OF STANDARDS

- A. The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without consultation with the employee and the Organization.

VI - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of maintaining continuous and uninterrupted operation of the Institute and the avoidance of disputes which threaten to interfere with the operations thereof. The Organization accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as said term is defined by the National Labor Relations Act unless the Institute refuses to implement an arbitration decision issued in accordance with this contract.
- B. Nothing in this article shall require the Institute to keep school facilities open in the event of severe inclement weather or when otherwise prevented by an act of God. When the school facilities are closed to students due to the above conditions, employees, other than essential maintenance employees, shall not be required to report for duty.
- C. When school facilities are open and employees are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these employees shall not be penalized for failure to report.

VII - EMPLOYEE RIGHTS

- A. Pursuant to the National Labor Relations Act, the Institute hereby agrees that employees shall have the right freely to organize, join and support the Organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Institute undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Organization, his/her participation in any activities of the Organization or collective negotiations with the Institute, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained within this contract shall be construed to deny or restrict any employee's rights under State or Federal statutes or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere by law.
- C. The employees shall be entitled to full rights of citizenship and no external religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination. The private and personal life of any employee outside the employment relationship is not within the appropriate concern or attention of the Institute.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

VIII - ORGANIZATION RIGHTS

- A. Upon request, the Institute shall furnish the Organization a list of all bargaining unit members showing name, address, phone number, date of birth, years of service at Institute, classification, years in classification, salary, department, and probationary or continuing employment status annually by September 15th.
- B. The above information shall be furnished to the Organization for new employees hired within fifteen (15) calendar days of such hiring.
- C. Changes in the status of an employee, including promotions, terminations, probationary to continuing employment status, and changes to and from administrative status shall be furnished by the Institute to the Organization within fifteen (15) calendar days of each such changes.
- D. The Organization and its representative shall be permitted access to the Institute and use of existing facilities, equipment, and services at reasonable times when such use does not interfere with the operation of the Institute. The Organization shall pay only for the additional direct costs incidental to such use.
- E. The Organization shall have the right to post notices of activities and matters of Organization concern on designated bulletin boards and to use the campus mail service and employee mail boxes for communication with employees, provided the Organization identifies the source of such communications and assumes responsibility for the content.
- F. The Institute shall provide the Organization with a room for an office (at no rental cost to the Organization). The Organization shall pay the costs for telephone service and all long distance charges.
- G. The Institute shall provide a bulletin board for the exclusive use of the Organization for official Organization business to be located in the employee lounge at no charge to the Organization.
- H. The rights recognized herein as belonging to the Organization shall not be granted or extended to any competing labor organization.
- I. The Institute agrees to furnish the Organization, in response to requests and advance notice, a copy of the current institutional operating budget and recent audited financial statements. The budgets may be edited to exclude only individual salaries of personnel, in which case, summary information by unit will be provided.
- J. A representative of the Organization shall be permitted to attend all regular meetings of the Board of Trustees and shall be provided agendas in advance thereof. Upon giving advance notice, the representative shall be allowed to address the Board of Trustees.

IX - INSTITUTE'S RIGHTS AND RESPONSIBILITIES

The Organization recognizes that the Institute has responsibility and authority to manage and direct all the operations and activities of DIT to the full extent authorized by law and shall be limited only by the provisions of this agreement. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board of Trustees in the adoption of policies, rules, regulations, and practices and enforcement thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

X - PERSONNEL FILES AND RECORDS

An employee will have the right to review the contents of all personnel records pertaining to said employee and to have a representative of the organization accompany him/her in such review, provided reasonable notice is given.

No evaluative material, including but not limited to, student, or school personnel complaints will be placed in his/her personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written narration regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material and in no instance shall said signature be interpreted to mean agreement with the content of the material. Copies of materials in the file may be purchased by the employee at the cost of duplication.

XI - ORGANIZATION DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any employee who is a member of the Organization, or who has applied for membership, may sign and deliver to the Institute an assignment authorizing deduction of Dues, Assessments and Contributions in the Organization which sum shall be an amount established by the Organization. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MESPA Constitution and Bylaws. Pursuant to such authorization, the Institute shall deduct one-twelfth of such dues, assessments and contributions from the regular salary check of the employee for twelve (12) consecutive months. Any employee who shall not perform services for any entire month of the year shall have his/her dues reduced by one-twelfth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.
2. Upon appropriate written authorization from the employee, the Institute shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Organization and the Institute.
3. The Organization shall indemnify and hold harmless the Institute from any and all claims including attorney's fees arising from or in connection with the Institute's action or non-action for the purpose of complying with this article. However, if the service agency fees are paid by cash or check, it shall in no way be the obligation of the Institute to impose payroll deduction.

XII - FINANCIAL RESPONSIBILITY

1. On or before the _____ of September of each year, the Organization shall notify the Institute of the amount of the annual dues payable by members of the Organization, and the equivalent amount payable by non-organization members of the bargaining unit. The Institute shall, upon written authorization, deduct such amounts in equal installments, as nearly as may be, from the paychecks of each employee who has executed an individual contract of employment, and promptly pay such amount over to the Organization or its designee. Upon remitting such amounts, the Institute shall have no further liability or responsibility with respect thereto.
2. Every employee, as a condition of employment, must pay to the Organization the annual dues or the equivalent representation fee. Failure to do so shall constitute just cause for discharge.
3. The Institute agrees to inform all employees that the Institute is a party to a collective bargaining agreement and its terms and conditions are binding upon all employees.

XIII - FACILITIES

1. The Institute will not require an employee to work in a facility or area that does not meet State and Federal regulations governing health and safety.
2. The Institute shall make available an employee lounge exclusively for casual employee use.

XIV - VACANCIES

1. A vacancy (a position currently unfilled, a position due to be filled, or a new position being created).
2. Whenever a vacancy arises or is anticipated, the Director of Personnel shall promptly notify the Organization and post notice of same on designated bulletin boards in each school facility and direct a copy of same by registered mail to each staff employee not less than two (2) weeks before the deadline for applications for the position.

XV - EMPLOYEE EVALUATION

1. The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance. However, it provides a performance history in the official records for other purposes, such as a potential promotion, as well.
2. The performance of each employee shall be evaluated, in writing, by the immediate supervisor.
3. Probationary employees shall be evaluated on or before the sixtieth (60th) day of employment. Thereafter, each employee shall be evaluated annually during the month of his/her attaining continuing employment status. Failure to meet these deadlines is not condoned. However, if it should occur, the employee is presumed to have received a positive evaluation.
4. Each employee shall receive a copy of the evaluation signed by the evaluator. The employee shall acknowledge that he/she has read the evaluation by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
5. The employee shall have the right to attach to the file copy explanatory notes or letters pertinent to the evaluation.

XVI - PROBATION, CONTINUING EMPLOYMENT AND TERMINATION

1. The Institute will require an employee to serve a probationary period of ninety (90) days from the initial date of employment.
2. Any probationary employee shall continue to be employed unless he/she is given a ten (10) working day notification in writing that his/her services will be discontinued.
3. An employee not notified of termination by the eightieth (80th) day shall be considered to be on continuing employment status. The Institute may grant continuing employment status in advance of that point if it so desires.
4. An employee on continuing employment status shall be employed continuously by the Institute and shall not be dismissed or demoted except as specified in this contract. Discharge or demotion of such an employee may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided.
5. Hearing Procedures:
 1. The Institute may file charges against an employee for incompetence, failure to perform duties assigned, moral misconduct, repeated violation of Institute policies.
 2. Such charges may be filed at any time and must be submitted in writing to the individual charged (by certified mail), his/her immediate supervisor and the Personnel Director. The charged individual shall have five (5) working days to file a written response to the charges. Charges will be made by the immediate supervisor or other authorized representative of the Institute.
 3. The Personnel Director shall schedule a hearing on the charges to be held within twenty (20) days of the filing of charges (unless the hearing is delayed by mutual consent.)
 4. The hearing shall be private and informal. The charged and the Institute may have advisory representation present, however, such a representative may not participate actively in the hearing. The charged may bring witnesses and question witnesses called by the Institute.
 5. Within ten (10) days of the conclusion of the hearing, the Personnel Director will issue a determination in the case including the punitive action, if any. Punitive action may include:
 - (a) Formal Reprimand.
 - (b) Suspension, without pay, for a period not to exceed ninety (90) days.
 - (c) Termination of employment.
 6. The charged may appeal, in writing, the determination of the Personnel Director to the President or his designee within five (5) days of its issuance. In such cases, the President or his designee shall issue a final determination within ten (10) days of receiving the appeal.
 7. The charged may accept the determination of the President or his designee to arbitration as prescribed in the Grievance Procedure.
 8. The Personnel Director may immediately suspend, without pay, an individual who is charged when there reasonably appears to be immediate danger to staff, students, or property or where charges involve moral misconduct. Such a suspension shall remain subject to the hearing procedure.

9. In cases involving alleged violations of criminal law on Institute grounds or related to Institute duties, the Institute will report said violations to the appropriate law enforcement agencies and will cooperate fully in the prosecution of such violations in addition to other actions taken pursuant to this procedure.
10. In case of a disposition involving suspension or termination of employment, notice requirements as provided elsewhere in this agreement are not applicable.

XVII - DISCIPLINE OF EMPLOYEES

No employee shall be disciplined (including reprimands and suspensions) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Organization in writing.

XVIII - REDUCTION IN EMPLOYEE POSITIONS

1. Reduction in service staff positions may occur as a consequence of decreased student enrollment necessitating curtailment or discontinuation of programs, financial exigency, an employee's return from an unpaid leave or a reorganization/realignment of the component parts of the Institute. However, should reorganization/realignment take place every effort shall be made to provide employment within the realignment/reorganization or elsewhere in the Institute.
2. The order of reduction shall be:
 1. Probationary employees with the least seniority will be laid off first, provided the remaining employees are qualified to assume the remaining responsibilities.
 2. Employees on continuing employment status with the least seniority will be laid off thereafter, provided the remaining employees are qualified to assume the remaining responsibilities.
- C. Seniority.
 1. Seniority is defined as length of service as an employee with the Institute as of the employee's first working day. In the circumstances of more than one individual beginning employment on the same date, those employees with identical seniority will participate in a drawing to determine position on the seniority list. The Organization and employee(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Organization representatives to be in attendance.
 2. An employee shall lose seniority rights if he/she retires, resigns or is discharged for just cause.
 3. Seniority shall accrue for employees on paid leaves.
- D. No new appointments shall be made while there are employees on lay off seeking recall and who are qualified to fill the vacancies.
- E. As services staff positions become available, laid off employees qualified to assume these positions will receive written notice by mail from the Institute sent to their last indicated address. Recall shall then be in inverse order of the designated lay off procedure among those laid off employees indicating in writing, interest for the available positions within ten (10) workdays of receipt.
- F. The laid off employee continues lay off status until he/she is reinstated, refuses the offer of full-time employment for which he/she is qualified or fails to respond to an offer within ten (10) days of its receipt. Lay off status shall be limited to eighteen months duration or accrued seniority whichever is less.
- G. A change in regular appointment from full-time to part-time service may be offered as an acceptable substitute for lay off. The part-time salary shall be proportionate to the base full-time salary for that position offered. The employee shall be retained in the bargaining unit.
- H. Correspondence between the Institute and the laid off employee will be mailed to his last known mailing address, with copies to the Organization. Correspondence from such employee regarding position offerings, changes in qualifications, address changes, etc., will be mailed to the Institute with copies to the Organization.
- I. Employees on continuing employment status shall receive notice of layoff at least two (2) months prior to the effective date of the layoff or pay in lieu thereof. Probationary employees shall receive notice at least ten (10) working days prior to the effective date of the layoff or pay in lieu thereof.

XIX - RETIREMENT

Employment shall be terminated by retirement at the end of the calendar year in which the 70th birthday of the member occurs.

XX - EMPLOYMENT CALENDAR

- A. The calendar shall include the following paid holidays or recesses:
- 1) Labor Day
 - 2) Thanksgiving Day and the following Friday
 - 3) Christmas Eve Day
 - 4) Christmas Day
 - 5) New Years Eve Day
 - 6) New Years Day
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day
- B. If a holiday falls on Sunday, the holiday will be observed on the following Monday; if a holiday falls on Saturday, the holiday will be observed on the preceding Friday.

XXI - WORKING HOURS

The normal workweek shall be forty (40) hours per week. The normal workday shall be eight (8) hours per day, within a continuous period of eight and one-half (8½) hours. For most employees, the workday shall occur between 8:30 A.M. and 5:00 P.M., Monday through Friday. Exceptions to this time span may occur where an employee is employed initially to a different schedule. Exceptions may also occur where the employer gives the Organization and affected employee at least three (3) months notice of an intended change and consults with the Organization and affected employee regarding the need for and impact of such a change. Schedule changes will not occur where such would impose a significant personal hardship on the employee.

XXII - JURY DUTY

Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary for such time. Any juror fees or other fees less direct expenses paid for such testimony shall be paid to the Institute.

XXIII - UNPAID LEAVES

- A. Unpaid leaves of up to one (1) year may be granted to employees by the President or his designee at his or her discretion. In unusual circumstances and at the discretion of the President or his designee an extension for an additional year may be granted. Upon return from such leave, the member shall be placed at the same point in the salary scale and in the same position as if he/she had worked at the Institute during such period. Requests for such leaves must be made in writing. Members on such leaves do not accrue fringe benefits but may pay for continued coverage under group insurance.
- B. Child Care Leave. An employee acquiring a child shall be granted, upon written request, a leave for up to one (1) year, to commence at any time within six (6) months of the arrival of said child. An employee may secure a one (1) year extension.
- C. Military Leave. The Institute will comply with all applicable Federal and State Veterans Employment Acts.
- D. Illness-Disability Leave. Upon exhaustion of leave days an employee shall be placed on extended illness leave until he/she is able to resume his/her duties.
- E. An employee on an unpaid leave shall provide a twenty (20) day notice of intent to return to work.

XXIV - VACATIONS

- A. Employees are entitled to twelve (12) days vacation per year, which will accrue at the rate of one (1) day per month. After five (5) years of service, employees are entitled to eighteen (18) days vacation per year, which will accrue at the rate of one and a half (1½) days per month. After ten (10) years of service, employees are entitled to twenty-four (24) days vacation per year, which will accrue at the rate of two (2) days per month.

1. Additional vacation without pay may be requested in writing through the employee's supervisor.
2. Vacation balances may not exceed the yearly accrual total. However, with written approval of the Director of Personnel, this provision may be waived for a period not exceeding six (6) months.
3. Employees will not be paid for unused vacation time.
4. The appropriate supervisor and the Personnel Services Office should be provided with written notification of planned vacation as early as possible, but no later than ten (10) working days prior to the effective date of the request. In operating units having more than one employee, the employee having greatest seniority shall receive preference consistent with the provisions of H. below.
5. Employees may arrange and shall be entitled to receive early paycheck(s) normally due during the vacation period by making a written request to the Personnel Department at least one (1) pay period before vacation begins. In no event will advance payment be made in excess of accrued vacation days.
6. If an employee terminates with two (2) weeks written notice, he/she will receive vacation pay for accrued vacation unused during the final employment year. Terminating employees with overall service of less than ninety (90) days are not eligible for vacation pay.
7. Vacation requests are subject to the approval of the employee's immediate supervisor or the Director of Personnel, however, insofar as it is possible, consistent with the workload of the employee's operating unit, such requests will be granted.

XXV - GRIEVANCE PROCEDURE

A grievance shall be any alleged violation, misinterpretation, or misapplication of the terms of this agreement, or any rule, order, or regulation of the Institute emanating from the application of this agreement or affecting wages and/or working conditions of employees covered by this agreement. Any employee, group of employees, or the Organization may initiate a grievance. The parties to this agreement mutually agree in good faith to attempt an informal resolution to any potential grievance prior to the initiation of "Level One" below.

The Organization shall designate its official representative on campus to handle grievances. This designation shall be submitted to the administration in writing prior to the beginning of each academic year or at such time as the representative is changed by the Organization. A representative of the Organization shall have the right to be present at all stages of the grievance procedure.

The term "days" as used herein shall mean workdays. All time limits set forth in this article may be extended by written mutual agreement.

The written grievance shall be submitted in writing on the "GRIEVANCE FORM," (See Appendix D).

LEVEL ONE

A grievance shall be initially submitted to the immediate supervisor within thirty (30) days of the date when the grievant should reasonably have known of the circumstances prompting the grievance. Within fifteen (15) days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the Organization representative at a time convenient to the parties to resolve the grievance. Within five (5) days of the meeting, the immediate supervisor shall submit his/her disposition in writing to the grievant and the Organization. A grievance involving more than one department or resulting from an administrative action from a level higher than the immediate supervisor may be initiated at Level Two.

LEVEL TWO

Within fifteen (15) days of receipt of the disposition of the grievance at Level One or the time limit for such if none is received, the grievant may advance the grievance in writing to the President of the Institute or his/her designee. Within fifteen (15) days of receipt of the grievance, the President or his/her designee shall meet with the grievant and/or the Organization representative at a time convenient to the parties in an effort to resolve the grievance. Within five (5) days of the meeting, the President or his/her designee shall submit his/her disposition in writing to the grievant and the Organization.

LEVEL THREE

Within fifteen (15) days of receipt of the disposition at Level Two or the time limit for such if none is received, the Organization may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President. The arbitrator shall be selected and the arbitration shall be conducted under rules of the American Arbitration Association. The fees and expenses of arbitration shall be shared equally by the Organization and the Institute. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of any provision of this agreement. The arbitrator's decision shall be final and binding on the parties.

The grievant and/or the Organization shall be provided information possessed by the Institute and pertinent to a grievance within five (5) days of receipt of a written request from the grievant and/or the Organization for specific items.

Should a grievant or DITSSO fail to institute or appeal a decision within the time limits specified, all further proceedings thereon shall be barred.

XXVI - NEGOTIATION PROCEDURES

- There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Institute and one by the Organization. The Institute shall provide each employee with a copy of the Agreement within two (2) weeks prior to ratifying elections. The Institute shall provide the Organization with twenty (20) copies of the contract within sixty (60) days of ratification and shall provide each new employee with a copy on or before the first day of employment.
- The Institute shall provide, without loss of pay or benefits, released time equivalent to 2½ hours per week, non-cumulative, for one member of the Organization for allocation to an officer or representative.

XXVII - COMPENSATION

- The basic salaries of employees covered by this Agreement are incorporated into a salary schedule format as presented in the Appendices. These Salary Schedules shall remain in effect during the designated periods.
- The Salary Schedule is based upon the regular employment calendar defined in this Agreement and the normal workload as outlined in the job descriptions now in effect.
- 3-1. The Institute has the right to establish new positions and assign the classification and pay range for those positions. The Organization may request a meeting with the Director of Personnel to discuss the conditions, hours and pay range for the new positions, if such positions are non-exempt as defined by FLSA. A review of such allocation may be undertaken after six (6) months as provided in 3-2. below.
- 3-2. In those cases where current jobs undergo a substantial change in responsibilities, the employees involved or the Organization may request a review of the conditions, hours, and wages in the same manner described for new positions; and in the event the parties fail to reach agreement, the Organization will have the right to process the dispute through the grievance procedure.
- Employees shall advance one step on the salary schedule with each additional year of employment at DIT.
- A member promoted in rank shall be placed on that step within his/her new range which represents an increase at least equal to the next step in his/her previous range.
- Upon employment, an employee shall be placed on the appropriate Salary Schedule and paid accordingly.

XXVIII - BENEFITS

1. Life Insurance

Beginning September 1, 1979, the Institute shall provide term life insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary.

2. Health Insurance

1. Beginning September 1, 1979, the Institute shall provide, without cost to the employee, MESSA Super Med I protection (or the equivalent) for the employee only for a full twelve (12) month period. The Institute shall extend this protection to a spouse and/or family provided the employee assumes the additional cost.
2. Beginning September 1, 1980, the Institute shall provide, without cost to the employee, MESSA Super Med I protection (or the equivalent) for the member's full family for a full twelve (12) month period.

3. Dental Insurance

Beginning September 1, 1979, the Institute shall provide, the MESSA Delta Dental Care Plan B for all employees and their eligible dependents.

4. Leave Days

1. Employees will accrue 1.5 days per month of paid leave days for illness or personal business.
2. Accumulated leave days may be carried forward to a maximum of 120 days.
3. Any payment for leave days will be reduced by the amount of any payments for workmen's compensation or disability insurance.
4. Each employee must report his/her illness which prevents completion of normal duties to his/her immediate supervisor. After four (4) consecutive working days of illness, the employee must submit a medical request for verification from a physician. Advance notice shall be given for personal business leave days.

5. Each employee shall be allowed up to four (4) days leave for death or illness in the employee's immediate family that shall not be chargeable to any other leave benefit.

Tuition Grant Program

The Institute shall provide a tuition grant benefit program at DIT for all employees subject to the conditions specified herein. Tuition grant benefits for employees or any person eligible who are receiving financial aid shall be limited to the difference between tuition charges and the amount of any financial aid being received. Employees may receive full tuition grants at DIT up to six (6) hours per term. Classes taken under such grants shall not interfere with other scheduled duties. Spouses and dependent children, as defined by IRS, of employees may receive full tuition at DIT up to a maximum of 126 credit hours for each such dependent. Persons receiving tuition grants shall pay registration and other fees except tuition.

7. Employees authorized in the course of their work to drive personal automobiles shall receive a car allowance of sixteen (16) cents per mile and bridge or road tolls.

XXIX - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1978 and shall continue in effect until the 31st day of August, 1981. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

SERVICES STAFF ORGANIZATION

By _____
Its Chief Negotiator

By _____
Its President

By _____
Its Secretary

THE DETROIT INSTITUTE OF TECHNOLOGY

By _____
Its Chief Negotiator

By _____
Its Executive Vice President

By _____
Its Business Manager

Dated this _____ day of _____, 19____.

APPENDIX "A"

1978/79 Salary Schedule

Steps

Range	A	B	C	D	E	F	G	H	I	J	K
2	7,742	7,460	7,676	7,894	8,110	8,328	8,546	8,762			
3	7,960	8,198	8,438	8,676	8,916	9,154	9,392	9,632			
4	8,730	8,977	9,254	9,516	9,778	10,040	10,302	10,564	10,825	11,088	
5	9,566	9,852	10,140	10,426	10,713	11,000	11,288	11,574	11,862	12,148	
6	10,528	10,844	11,160	11,476	11,790	12,106	12,424	12,738	13,054	13,370	13,686
7	11,556	11,907	12,248	12,586	12,942	13,288	13,636	13,982	14,328	14,676	15,022

Range

- 2. Clerk, Switchboard Operator, Lab Assistant
- 3. Clerk-Typist, Duplicating/Mailroom Clerk
- 4. Secretary, Data Entry Clerk, Circulation, Junior
- 5. Senior Book-keeping Machine Operator, Cashier/Accounting Clerk
- 6. Data Entry Operator, Media Technician, Cataloger
- 7. Maintenance Mechanic, Accountant

A. Each employee on the payroll March 1, 1978 shall be paid an amount equal to seven percent (7%) of his/her 1978/79 basic salary for the period July 1, 1978 through June 30, 1979 during October, 1979.

B. Each employee on the payroll March 1, 1978 shall be placed on the 1978/79 Salary Schedule at that step within his/her current rank which most closely approximates an increase of ten percent (10%) of his/her 1978/79 basic salary.

C. Each employee employed after March 1, 1978 shall be paid that amount which he/she contracted.

D. Each employee employed after March 1, 1978 shall be placed on the 1978/79 Salary Schedule at that step which most closely approximates his/her contracted salary.

APPENDIX "B"

1979/80 Salary Schedule

Steps

Range	A	B	C	D	E	F	G	H	I	J	K
2	7,460	7,684	7,908	8,130	8,356	8,580	8,802				
3	8,198	8,444	8,690	8,936	9,182	9,428	9,674				
4	8,992	9,262	9,532	9,802	10,070	10,340	10,610	10,880	11,150		
5	9,852	10,148	10,444	10,738	11,034	11,330	11,626	11,920	12,216		
6	10,844	11,170	11,494	11,820	12,146	12,470	12,796	13,122	13,446	13,772	14,098
7	11,902	12,258	12,616	12,974	13,330	13,688	14,044	14,400	14,758	15,116	15,472

Range

- 2 Clerk, Switchboard Operator, Lab Assistant
- 3 Clerk-typist, Duplicating/Mailroom Clerk
- 4 Secretary, Data Entry Clerk, Circulation, Junior
- 5 Senior Bookkeeping Machine Operator, Cashier/Accounting Clerk
- 6 Data Entry Operator, Media Technician, Cataloger
- 7 Maintenance Mechanic, Accountant

Each step of the 1979/80 Salary Schedule represents a three percent (3%) increase from the 1978/79 Salary Schedule.

APPENDIX "C"

1980/81 Salary Schedule

Steps

Range	A	B	C	D	E	F	G	H	I	J	K
2	8,206	8,452	8,698	8,944	9,190	9,436	9,682				
3	9,018	9,288	9,558	9,830	10,100	10,370	10,640				
4	9,890	10,186	10,482	10,776	11,076	11,374	11,670	11,966	12,264		
5	10,836	11,160	11,486	11,810	12,136	12,460	12,786	13,112	13,438		
6	11,928	12,286	12,644	13,002	13,360	13,716	14,074	14,432	14,790	15,148	15,506
7	13,092	13,484	13,878	14,270	14,664	15,056	15,448	15,840	16,234	16,626	17,020

Range

- 2 Clerk, Switchboard Operator, Lab Assistant
- 3 Clerk-Typist, Duplication/Mailroom Clerk
- 4 Secretary, Data Entry Clerk, Circulation, Janitor
- 5 Senior Bookkeeping Machine Operator, Cashier/Accounting Clerk
- 6 Data Entry Operator, Media Technician, Cataloger
- 7 Maintenance Mechanic, Accountant

Each step of the 1980/81 Salary Schedule represents a ten percent (10%) increase from the 1979/80 Salary Schedule.

MEMORANDUM OF UNDERSTANDING

Between

THE DETROIT INSTITUTE OF TECHNOLOGY

and

THE DETROIT INSTITUTE OF TECHNOLOGY SERVICES STAFF ORGANIZATION

For the purposes of implementing the Agreement between The Detroit Institute of Technology and The Detroit Institute of Technology Services Staff Organization, entered into on the _____ day of _____, 1979, it is understood by both parties that those employees covered by this Agreement who heretofore have been termed "Exempts," under the provisions of the FLSA, shall continue to enjoy those benefits heretofore enjoyed as such applies to: Retirement, disability and vacation rate of accrual, for the life of this agreement.

For the Organization

For The Detroit Institute of Technology
