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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1166

Occupations Represented
Multiple occupations represented

Bargaining Agency Michigan Technological University

Agency industrial classification (NAICS):

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Notes

Contact

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**An Agreement between MICHIGAN TECHNOLOGICAL UNIVERSITY and
AFSCME, COUNCIL 25 LOCAL UNION 1166**

October 12, 1998 through October 14, 2002

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AGREEMENT

This Agreement is made and entered into this 12th day of October 1998, between Michigan Technological University (hereinafter referred to as the "Employer" or the "University") and Local No. 1166 and Council No. 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT OF THIS AGREEMENT

- A. The purpose of the University and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations for the mutual interest of the Employer, the employees, and the Union.
- B. Officials respectively 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 to appraise their administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal and to improve understanding between their respective representatives and among employees. Such meetings shall not be for the purpose of conducting collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement.

SECTION 1 RECOGNITION

The Employer recognizes 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 terms

and conditions of employment of all those employees of the Employer included in the bargaining unit as found appropriate in Case No. R65-I-96 (full-time employees) and in Case No. R91-E-118 (part-time employees), excluding executive, administrative, professional, academic, and supervisory personnel; student employees; temporary employees; and those employees in other recognized bargaining units.

SECTION 2 DEFINITION OF EMPLOYEES

- A. Unless clearly indicated otherwise, the term "employee" as used in the Agreement shall mean either a full-time employee or a part-time employee who is a member of the bargaining unit and is represented by the Union.
- B. The term "temporary employee" as used in this Agreement shall mean an employee who is not a member of the bargaining unit and not represented by the Union, and who is either:
 - 1. An employee hired to replace a regular employee who is absent due to a vacation, to cover temporarily increased workloads, or to relieve any other conditions which create short-term staffing needs, in any which case the duration of employment is limited to twenty-six (26) weeks; or
 - 2. An employee hired for a planned, specific-term project, in which case the duration is limited to thirty-nine (39) weeks; or
 - 3. An employee hired to replace a regular employee on a sick leave or a leave of absence of any other kind, in which case the duration of employment is limited to the term of the leave.

Upon completing twenty-six (26) weeks, a temporary employee as defined in subparagraph 1. of this Paragraph B. shall not be rehired as a temporary employee in a bargaining unit position until after a period of thirteen (13) weeks of being not so employed; provided, however, that the time limits in any of the foregoing subparagraphs 1. through 4. may be extended by mutual agreement between the parties.

- C. The term "full-time employee" as used in this Agreement shall mean an employee who is assigned to an Appendix A or Appendix B classification and is scheduled to work forty (40) hours per week, which can be a 9, 10, or 12 month position.
- D. The term "part-time employee" as used in this Agreement shall mean an employee who is assigned to an Appendix A or Appendix B classification and is scheduled to perform actual work for not more than thirty (30) hours per week, which can be a 9, 10, or 12 month position. However, a part-time employee may be scheduled by the Employer to work up to forty (40) hours weekly to replace full-time employees who are unavailable due to approved absence. Employer will inform the Union prior to hiring additional part-time employees and state the reason for their employment.
- E. Employer will notify the Local Union 1166 of all newly-hired employees as defined in the preceding Paragraphs of this Section 2.

- F. The Union recognizes that in keeping with its responsibilities as an educational institution, Michigan Technological University is committed to a policy of affording equal opportunity to all of its employees, students, applicants for employment, and applicants for admission without regard to race, religion, color, national origin, age, sex, height, weight, sexual orientation, or marital status. The University is also committed to a policy of educating and employing handicapped individuals and veterans without discrimination. These policies are to be implemented with due regard for the relative qualifications of all involved.
- G. It is recognized by the Union that it is the policy of the University to provide jobs for students to assist them in obtaining an education. The University will not increase student work hours to deprive bargaining unit employees on the University payroll of their regularly scheduled work.

SECTION 3 MANAGEMENT RIGHTS

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

SECTION 4 AID TO UNIONS

- A. The Employer will not aid, promote or finance any labor group or labor organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.**
- B. It is agreed that neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee of the Employer, whether represented by the Union or not, with respect to his work or with respect to union activities or membership or the right to refrain from engaging in any union activities or membership, and further that there shall be no solicitation of non-bargaining unit employees for union membership or dues on Employer's time.**
- C. The Employer shall not discriminate against, restrain, or coerce any employee**

with respect to or because of his membership or lawful union activity, nor shall the Employer initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization.

SECTION 5 UNION SECURITY

To the extent that the laws of the State of Michigan permit:

- A. An employee shall, as a condition of continued employment, either join the Union, continue membership in the Union, or pay to the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the one-hundred and fifth (105) day following employment, whichever is later, a sum per month which is equal to the monthly deduction for union dues required for union membership.
- B. An employee who shall tender the periodic amount uniformly required by this Section shall be deemed to meet the conditions of this Section.
- C. Employees shall be deemed to be in compliance with this Agreement, within the meaning of this Section, if they are not more than sixty (60) days in arrears in payment of membership dues or the equivalent service charge.
- D. The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or the equivalent service charge.

SECTION 6 CHECKOFF OF UNION DUES

- A. During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Section, the Employer will honor voluntary dues or service charge deduction authorizations submitted in writing by an employee to the Employer on a form provided for this purpose by the Union or the Employer. Such deduction will be made as follows, provided it has been submitted thirty (30) calendar days prior to the end of the month.
- B. The Employer agrees to deduct each month the union dues levied in accordance with the constitution and bylaws of the Union as certified by the financial officer of Council 25, or to deduct a service charge equal to such dues. The total amount of dues and/or service charge deductions shall be sent to Secretary-Treasurer, Council 25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, Michigan, 48906, as soon as practicable after the deductions are made together with a list of names of the employees for whom the deductions are made.
- C. The Union will provide the Employer any additional authorization for checkoff of dues forms under which union membership dues are to be deducted.

- D. The local Union president will be notified by the Employer of the names of employees terminating checkoff following the end of each month in which the termination took place.**
- E. The employee may cancel his authorization at any time by written notification to the Employer on a form provided by the Employer for this purpose. Deductions shall terminate for the month in which the authorization for withholding of dues form is received, provided such authorization is received twenty-one (21) calendar days prior to the end of the month. Any voluntary dues or service charge deduction authorization form which is incomplete or in error will be returned to the Secretary-Treasurer, Council 25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, Michigan 48906, by the Employer.**
- F. 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 and by-laws, refunds to the employee will be made by the Local Union.**
- G. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other actions arising from compliance with this Section and/or Section 5, Union Security, or reliance on any list, notice, certification, or authorization furnished under this Section and/or Section 5, Union Security.**

SECTION 7 **REPRESENTATION**

- A. The number and composition of Steward representation districts shall be as mutually agreed by the Employer and the Union. The Employer and the Union may redistrict the bargaining unit from time to time by mutual agreement.**
- B. In each representation district, employees in the district shall be represented by one Steward who shall be a regular employee working in the district.**
- C. The Stewards, during their working hours, without loss of time or pay, in their own district and in accordance with the terms of this Section, if an aggrieved employee requests the assistance of a Steward for an orderly grievance hearing for a written Second Step grievance, upon request will be permitted reasonable time to leave their work station and to discuss the grievance with the aggrieved employee at the aggrieved employee's place of work. The Supervisor shall grant permission as the Steward's job duties permit, and such permission shall not be unreasonably withheld. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances only and will not be**

abused. Stewards will perform their assigned work at all times, except when given permission to leave their work to handle grievances as provided herein. All other union business will be handled outside of scheduled working hours. In the absence of the Steward, the Chief Steward may function as the Steward. In the absence of both the Steward and Chief Steward, the Union President may function as the Steward. Any alleged abuse by either party will be a proper subject for a special conference.

- D. There shall be two Chief Stewards, one with representation authority within Facilities Management, Academic and Research Departments, and the other with representation authority within Auxiliary Enterprises. The Chief Stewards, during their working hours without loss of time or pay and in accordance with the terms of this Section, if an aggrieved employee requests the assistance of the Chief Steward for an orderly grievance hearing for a written Third Step grievance, will be permitted reasonable time to leave his work station and to discuss the grievance at the aggrieved employee's place of work and to assist in the presentation of the Third Step grievance. The Chief Steward shall also function in the absence of a Steward. Furthermore, should situations arise which may not necessarily be subject to the grievance procedure and which cannot be handled outside of scheduled working hours, the Chief Steward shall be released to discuss such situations with employees, District Stewards, and management representatives. Upon being notified of a grievance hearing or investigation, the Supervisor shall grant permission and provide necessary time to the Chief Steward to leave his work for these purposes as the Chief Steward's job duties permit, and such permission shall not be unreasonably withheld. The privilege of the Chief Steward leaving his work during working hours without loss of pay is subject to the understanding that the time will be limited to the purposes herein, and will not be abused. The Chief Steward will perform his work at all times unless released for the purposes provided herein. Any alleged abuse by either party will be a proper subject for a special conference.
- E. A Steward or Chief Steward, upon entering the area of a Supervisor other than his own, will notify that Supervisor of his presence and the purpose for being in that area, and he will notify his own Supervisor upon returning to his job as soon as practicable.
- F. The Union will furnish the Human Resources Department with the names of its Officers, Chief Stewards, Stewards and Members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. The Employer will, in return, through the Human Resources Department, keep the Union advised as to its immediate Supervisors and Department Heads or their respective designated representatives for the purpose of processing grievances.
- G. Employees and Stewards required by the Employer to remain after their working hours to meet with representatives of the Employer to adjudicate grievances or disputes will be paid for such time.

H. There may be a Steward and alternate for each of the following districts:

1. SDC/Daniell Heights, KRC, Ski Hill & Golf Course
2. McNair Hall
3. DHH
4. Wads Hall Kitchen
5. Wads Hall Maintenance/Custodial
6. Administration Building, ROTC, Academic Office Building, Library, Chemical Sciences and Engineering, ME-EM, EERC
7. Dow, Walker, M & M, Civil, Fisher, Forestry
8. Memorial Union Building
9. Facilities Management
 - Trades
 - Central Stores
 - Mail Room
 - Grounds
 - Central Heating Plant

SECTION 8 **GRIEVANCE PROCEDURE**

A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement, and is limited to matters of interpretation or application of express provisions of the Agreement. The following shall be the grievance procedure:

Step 1:

- A. Not later than seven (7) working days after occurrence, an employee shall inform his immediate Supervisor he has a grievance concerning his employment. The Supervisor shall meet with the employee within the next three (3) working days for a discussion of the grievance in an attempt to resolve the matter. If the aggrieved employee wishes, he may have his Steward assist him in his oral presentation.

Step 2:

- A. If the aggrieved employee does not receive a satisfactory answer from his

Supervisor within three (3) working days after his presentation, he may submit the grievance in written form to his Department Head, or his designee, for a written decision, provided the submission is made within the five (5) working days following an unsatisfactory answer. If the aggrieved employee wishes, he may have his Steward assist him in the written presentation. The written grievance must specify 1) the Section and Paragraph of the Agreement allegedly violated, 2) date of occurrence of each alleged violation, 3) manner of alleged violation, and 4) the adjustment requested.

- B. Upon receipt of the written grievance, the Department Head, or his designee, shall set a place and time within seven (7) working days for a grievance hearing. If the aggrieved employee wishes, he may have his Steward assist him at the grievance hearing. Whether or not his Steward assists at the grievance hearing, the Steward and the Chief Steward shall each receive a copy of the written decision.

Step 3

- A. If the aggrieved employee does not receive a satisfactory written answer within five (5) working days after the Step 2 grievance hearing, the written grievance may be submitted to a three-person Review Committee appointed by the Employer, provided the submission is made within the ten (10) working days following an unsatisfactory answer.
- B. Upon receipt of the written grievance, the Review Committee and the Union shall set a mutually agreeable time and place within ten (10) working days for a discussion of the grievance with the intent of both parties to resolve the issue. If the aggrieved employee wishes, he may have his Chief Steward and not more than two (2) employees or non-employees assist him at the grievance hearing. Whether or not the Chief Steward assists in the preparation of oral presentation of the grievance, the Chief Steward shall receive a copy of the written decision.
- C. The Review Committee shall inform the Union in writing its decision within fifteen (15) working days following their discussion. If the decision is not satisfactory to the Union, and if the grievance is arbitrable under Section 9 of this Agreement, it may be referred to arbitration.

General

- A. All foregoing Steps of the grievance procedure shall take place during working hours and shall be without loss of time or straight-time pay to any bargaining unit member whose attendance is authorized hereunder.
- B. Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps. Any grievance upon which a disposition is not made by the Employer within the time limit prescribed, or

any extension which may be agreed to, may be referred to the next Step in the grievance procedure, the time limit to do so to run from the date when time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits or such extensions which may be agreed to, shall be considered withdrawn without precedence.

- C. The immediate Supervisor, the Department Head, or the Review Committee may, if considered advisable, have additional personnel present for the aggrieved employee's oral presentation.
- D. It shall be deemed to satisfy the statutory requirement of Section II of Act 379 of the Public Acts of 1965 that the Union be given the "opportunity to be present at such adjustment" if the Steward receives a copy of any written decision.

SECTION 9 **ARBITRATION**

- A. If after Step 3 of the grievance procedure the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement and is otherwise within the jurisdictional authority of the arbitrator set forth below, either party may, within thirty (30) calendar days following receipt of the Review Committee's Third Step written answer, by written notice to the other, request arbitration. If no such notice is given within the thirty (30) calendar day period, the grievance shall be deemed settled and not subject to arbitration.
- B. Upon receipt of request to arbitrate, the parties shall attempt to agree upon an arbitrator by each party submitting a list of five (5) arbitrators to the other. If the parties are unable to agree upon an arbitrator through this process, an arbitrator shall be selected through the Federal Mediation and Conciliation Service, but the grievance shall be arbitrated in accordance with the rules of the American Arbitration Association.
- C. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any express provision of this Agreement and is submitted to him consistent with the provisions of this Agreement.
- D. In making his decision, the arbitrator cannot modify, detract from, or alter the provisions of the Agreement, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts.
- E. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

- F. Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the arbitrator.**

**SECTION 10
DISCHARGE AND DISCIPLINE**

- A. The Employer shall not discharge employees or take other disciplinary action without just cause.**
- B. In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, except for cases involving safety violations in which prior infractions that occurred up to three (3) years previously may be taken into account.**
- C. An employee suspended and ordered to leave his work for disciplinary reasons, before leaving the Employer's premises, shall have the right to consult his Steward at a place and a reasonable length of time provided by the Employer. Exception may be made to this provision, with immediate action taken by the Employer to remove an employee from the premises in cases involving possession or use of illegal drugs, drunkenness, violence, willful destruction of property, and other such serious violations.**
- D. The Employer shall give the employee, with copies to the Union President and Chief Steward, written notice of any disciplinary action involving demotion, layoff, or discharge within two (2) working days after such action.**
- E. Any complaint that the alleged breach of discipline was not, in fact, committed may be treated as a grievance if the complaint:**
 - 1. Concerns disciplinary action involving demotion, layoff, and discharge;**
 - 2. Is presented in writing within two (2) working days after receipt of the Employer's notification of the disciplinary action; and**
 - 3. Is presented directly in the Third Step of the grievance procedure.**
 - 4. Failure to submit a written grievance by the employee within the two (2) working day period constitutes a waiver of all claims concerning such disciplinary demotion, layoff, or discharge.**



SECTION 11 **SPECIAL CONFERENCES**

Special conferences between the Union and the Employer for the purpose of considering matters of mutual interest may be arranged and held at a mutually convenient place and time. Arrangements for such conferences shall be made in advance between the Local President and/or Chief Steward and the Director of Human Resources or his/her designated representative, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Any matter submitted by the Local Union shall be a proper subject for a special conference. Matters taken up in conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conferences. This meeting may be attended by a Representative of the International Union.

SECTION 12 **SENIORITY**

- A. Seniority as referred to in this Agreement means plant-wide seniority.
- B. Each employee's seniority date shall be the employee's first day of work in the bargaining unit and shall be so credited upon completion of his probationary period.

Employees beginning work on the same date after October 14, 1991, shall be entered on the seniority list alphabetically according to their last name, then first name, then middle name, in that order.

- C. There shall be two (2) separate and distinct seniority groups: Group I shall include all non-probationary full-time employees and Group II shall include all non-probationary part-time employees. Except as otherwise may be provided herein, employees, for the purpose of transfer or job vacancies, will be governed by Section 18 paragraph B. subparagraphs 2 & 3. When an employee transfers to, or accepts a position in the other seniority group, the employee shall carry his/her seniority date into the other seniority group.

Seniority will continue to accumulate during a) periods of absence authorized by and consistent with this Agreement and, b) periods of absence due to voluntary or involuntary layoffs.

- D. If an employee transfers into the bargaining unit from a non-bargaining unit position with the University, the employee's seniority date will be the date on which he begins work in the bargaining unit. For the purpose of determining such an employee's eligibility for benefits such as longevity pay, sick leave, and vacation, the date the employee first became eligible for such benefits as an employee of the University shall apply.

- E. A bargaining unit employee who transfers to any University position shall retain all seniority accumulated up to the date of transfer for a period of one (1) year while holding the new position. All such accumulated seniority may be exercised in the event of being transferred back into the bargaining unit, however, all bargaining unit seniority rights will terminate after the one (1) year period.**
- F. The Employer shall obtain computerized lists which shall show the names, classification titles, and seniority dates of all bargaining unit employees, including probationary employees even though they do not have seniority. The Employer will provide the Chief Stewards with copies each month.**
- G. Four months after the ratification of this Agreement and annually thereafter during the term of this Agreement, the Employer shall give to the Council the addresses of all Union members covered by the Agreement as such addresses then appear on the records of the Employer. The Council shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose union duties require them to have such information.**

SECTION 13
LOSS OF SENIORITY

An employee shall lose his seniority and status as an employee if:

- A. He quits;**
- B. He retires;**
- C. He is discharged and the discharge is not reversed through the grievance procedure;**
- D. He does not indicate a willingness within five (5) working days to return to work from a layoff within ten (10) working days after being notified by the Employer;**
- E. He fails to return to work after a layoff within ten (10) working days after being notified of recall; except when the failure to return is due to circumstances beyond the control of the employee;**
- F. He has been on layoff for a period of time equal to his seniority at the time of his layoff or one (1) year, whichever is greater;**
- G. He is absent from work for three (3) consecutive working days without notifying the Employer, except when the failure to return is due to circumstances beyond the control of the employee; or**

- H. He fails to return from sick leave or a leave of absence within three (3) working days after termination of his leave, except when the failure to return is due to circumstances beyond the control of the employee, e.g., if an employee is unable to return to work at the time his medical leave ends because of continuing ill health resulting from personal illness or injury, as documented in writing by his attending physician. In the event of a medical dispute, the Medical Dispute clause in Section 36 of this Agreement shall apply as regards the settlement of such dispute, except that if the employee is receiving Worker's Compensation, any dispute arising from the claim will be resolved by the Employer's insurance carrier and the employee's physician, consistent with the Worker's Compensation Act.

SECTION 14 **SUPER SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the President, Chief Stewards and Stewards of the Local Union, shall in the event of a layoff only, be continued at work at all times when one or more divisions or fractions thereof are at work, provided they have the ability to do the work available.

SECTION 15 **SENIORITY OF NEGOTIATING COMMITTEE MEMBERS**

Notwithstanding their position on the seniority list, members of the Local Union negotiating committee while actively engaged in negotiations shall, in the event of a layoff or any other employee reduction action taken by the University, be continued at work as long as there is a position in the bargaining unit for which they have the ability to do the work and shall be recalled to work for the first job opening for which they have the ability to perform. The committee shall be limited in size to five (5) members and shall consist of the President, Vice President, two Chief Stewards and the Treasurer of the bargaining unit.

SECTION 16 **LAYOFF AND RECALL**

- A. When seniority employees are declared surplus because of a lack of work, the following procedure will apply:
1. The Union Officers and the seniority employees affected will be notified thirty (30) days in advance of a reduction of work force. The failure to provide such notice, the affected employee will receive his/her pay to fulfill the thirty (30) day notice period.
 2. First, any temporary employees, and then, any probationary bargaining unit employees shall be removed from the classification affected before seniority employees are displaced, providing the

remaining seniority employees are qualified to perform the work. Student hours or numbers shall not be increased to perform the work of the laid off employee in the unit in which the layoff occurred.

3. Thereafter, the least senior employee in the classification and unit shall be transferred, seniority permitting, first to fill a vacancy in the same classification or, if none, then to displace the least senior employee working in the same classification, on the same shift, plantwide. An employee declining to exercise his seniority rights in accordance with the foregoing, shall be deemed to have accepted a voluntarily layoff. It is agreed that a job vacancy ceases to be available to a surplus employee at the moment it has been awarded to and accepted by the most senior qualified applicant for the vacancy following its being posted.
 4. Having insufficient seniority to exercise within his current classification, the surplus employee may then elect either a voluntary layoff, or, seniority permitting, may displace the less senior employee in any classification plantwide, in which the surplus employee is qualified to perform the work. Having insufficient seniority to displace another bargaining unit employee accordingly, the surplus employee shall be laid off.
 5. Employees displaced under the process described in subparagraph 4. above, shall then have the right to exercise their seniority in the same manner.
 6. No surplus employee may exercise his seniority so as to displace an employee in a higher-paid classification unless such surplus employee previously held the higher-paid classification and performed its work to the Employer's satisfaction.
- B. The exercise of seniority rights to transfer into another classification is subject always to the employees being qualified to perform the work as defined in Paragraph D. of Section 18 of this Agreement, following a reasonable orientation period. The Employer shall not be obligated to train any employee in order to preclude his layoff.
- C. Bargaining unit employees in Auxiliary Enterprises Operations will be offered available work at their regular classification rate of pay during the Christmas to New Year recess, the summer quarter, and the recess periods between quarters. No employee will have their classification reduced or be paid in a higher classification during these time periods. Work will first be offered to seniority employees, within classification and unit. Secondly, it will be offered to qualified senior employees within the unit. Finally, it will be offered to senior employees Auxiliary-wide.
- D. When required by Employer, employees shall be recalled from layoff in

accordance with their seniority to available work for which they are qualified; provided, however, that an employee electing a voluntary layoff under the terms of Paragraph A. 4. above shall be recalled in accordance with his seniority only to the same classification from which he elected such layoff. Employees displaced and transferred from their higher-paid classifications shall be transferred back as their seniority permits and as work is available, before any such open classifications are posted as job vacancies.

1. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.
2. Employer may require an employee who is recalled to work after a layoff of more than three (3) months to undergo a physical examination conducted by a medical doctor at University's expense.

SECTION 17 **PROBATIONARY EMPLOYEES**

- A. Employees newly-hired shall be considered as probationary employees for the first one hundred and five (105) calendar days of continuous employment. When an employee finishes the probationary requirement, he/she shall be entered on the seniority list of the bargaining unit and shall have seniority from the first day of work in the bargaining unit. There shall be no seniority among probationary employees.
- B. Employees newly-hired into the bargaining unit who have previously completed a probationary period of continuous employment in any position with the Employer shall not be required to serve a probationary period as provided in this Section 17, but shall be granted seniority status at the first day of work in the bargaining unit.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; but a probationary employee may be discharged or disciplined for any reason deemed proper by the Employer without recourse to the grievance procedure.

SECTION 18 **JOB VACANCIES**



- A. Employer will notify the Union President within fourteen (14) calendar days after an employee vacates a bargaining unit position as to the Employer's decision regarding the vacated position. Employer may elect not to fill the position if no longer needed, and, may either downgrade to a lower-paid classification or upgrade to a higher-paid classification any position due to a significant change in the work content; provided however, that prior to making such changes a special conference may be called to discuss the

matter and if agreement is not reached, the Employer's decision may be submitted to the Third Step of the grievance procedure.

- B. Providing there are no displaced or laid off employees with recall rights, before hiring new employees, the Employer will attempt to fill open bargaining unit positions with seniority employees in accordance with the following provisions.**
- 1. Notice of job vacancies which are determined by Employer to exist shall be listed in the telephone inquiry system and, also, shall be posted in conspicuous places in the work areas of the employees for five (5) working days. Such notices shall show the Appendix A classification, department, and shift involved. Seniority employees desiring consideration for a posted job may make application, not later than five (5) working days after the date of the posting, on forms available at the Human Resources Department.**
 - 2. The opportunity to fill the posted job vacancy will first be given to qualified employees, within the seniority group holding the same classification as is being posted. If no such applicant is awarded the posted job, the next opportunity to fill the vacancy will be given to a senior qualified employee holding any classification in the bargaining unit.**
 - 3. In applying the provisions of the foregoing subparagraph 2, if the posted job vacancy is a full-time position, seniority employees the Seniority Group I will be given first consideration and, if there are no such qualified applicants, the most senior qualified applicant within the Seniority Group II will then be given consideration. If the posted job vacancy is a part-time position, seniority employees within Seniority Group II will be given first consideration and, if there are no such qualified applicants, the most senior qualified applicant within Seniority Group I will then be given consideration. If there are no qualified applicants within either Seniority Group for the posted full-time or part-time job, Employer may fill the vacancy in any manner it sees fit.**
 - 4. In the event there are several qualified applicants for the posted job, the applicant having the most group seniority among them shall be awarded the position. However, an employee's work record of the two (2) prior calendar years, evidencing excessive unapproved absenteeism or adverse disciplinary action, may disqualify him from being awarded the position.**
 - 5. The Employer will strive to fill posted job vacancies with qualified Employees who have been awarded the positions within five (5) calendar weeks after the posting period. If such job vacancies are temporarily filled, Employer will notify the Union its reason for doing**

so.

- C. As used in this Section and, also, throughout this Agreement, to be "qualified" or to be "qualified for consideration" shall mean to be in possession of the basic and physical qualifications, the knowledge and skills required, and have the current ability to perform the work to be done to the Employer's satisfaction. Each employee is responsible for ensuring that his application for a posted job sets forth all of his skills, experience, training, and other qualifications he wishes to be considered by the Employer in evaluating his candidacy.
- D. An employee applying for a posted job who is deemed qualified by the Employer and is awarded the opening accordingly, shall be granted an orientation period in which to confirm his apparent ability to perform the work to the Employer's satisfaction, and to determine his own interest in remaining in the new position. The orientation period for awarded classifications in Pay Grades 1 through 6 shall be three (3) calendar weeks. The orientation period for awarded classification in Pay Grades above 6 shall be six (6) calendar weeks. Prior to the end of the orientation period, the employee may elect to revert to his former position, but may not do so thereafter except through the procedures set forth in Paragraph B. of this Section. If Employer disqualifies the employee prior to the end of the orientation period, the employee will revert to his former position, and in such event, the employee and the Union will be notified in writing as to the reason for removal.
- E. In the event the most senior applicant is not awarded the posted job, the reason for denial shall be given in writing to such employee, the Chief Steward, and the Union President.
- F. Employer shall not be required to post as job vacancies any positions for which temporary employees as defined in Section 2.B. of this Agreement may be hired. The employer shall notify the Union President and each Chief Steward whenever temporary employees are hired into bargaining unit positions.
- G. The Employer agrees not to fill job vacancies in bargaining unit classifications, in which the same work still exists, with other non-unit University employees. The Employer also agrees not to reclassify bargaining unit positions to non-bargaining unit positions if the duties of the position have not changed since the signing of this Agreement.

SECTION 19 **PART-TIME EXTRA HOURS**

The Employer will attempt to equalize reasonably among part-time Food Service employees, and among part-time Custodians, any extra hours of work which may become available. Equalization of such extra work hours will be within

classification, unit, and shift.

Employer may temporarily transfer part-time employees from one unit to another as needed to perform extra hours of work, any such extra hours worked shall be charged to the employee.

During the extended absence (greater than two weeks) of a full-time food service employee, a part-time food service employee may be offered the opportunity to fill the vacancy. This offer will be made to the qualified part-time food service employee having the most Unit Seniority. The hours created by the temporary reassignment will be equalized according to this section.

SECTION 20 **CONTRACTING AND SUBCONTRACTING**

- A. During the term of this Agreement the Employer will not contract out work which is being exclusively performed by the bargaining unit at the time of the signing of this Agreement, so long as the Employer has the proper equipment and sufficient skilled personnel to perform such work economically and timely. The foregoing shall not apply to new construction and major alterations and repairs.
- B. No full-time employee in the bargaining unit at the time of the signing of this Agreement will be terminated from employment in the event his job is eliminated due to contracting out of work.

SECTION 21 **LICENSED TRADES**

Electrical and plumbing work that involves installation, remodeling, altering, extending, or adding to any building system or installation shall be performed by licensed Electricians and licensed Plumbers in accordance with applicable state code.

Installation, maintenance, or repair work performed on air conditioning or refrigeration equipment that could reasonably be expected to release CFC's or HCFC's into the atmosphere shall be performed by certified personnel per applicable EPA code requirements.

SECTION 22 **UNIFORMS/SAFETY SHOES**

- A. All new employees within the bargaining unit will be issued two (2) uniforms upon completion of their probationary period. Included are employees who transfer into a position where a standard uniform is worn.

Exception: An employee who completes his probationary period after May 1 will not be issued a uniform for the next contract year beginning in

October.

- B. Employees within the bargaining unit who have been furnished uniforms will be issued one (1) uniform each subsequent year for the duration of the Agreement.**
- C. The Employer will replace uniforms that become damaged or unacceptable in appearance because of performance of regular duties. Any additional uniforms required shall be furnished by the employee. Badges, emblems, etc. will be provided by the University and the employee will sew them on or affix in an otherwise prescribed manner to all uniforms to be worn on the job.**
- D. Employees shall be responsible for the laundry, care, and maintenance of their uniforms. Uniforms provided by the Employer shall not be worn by the employees when off duty.**
- E. Each employee is required to wear his work uniform, properly laundered and of good appearance during all working hours.**
- F. The University will contribute \$40.00 toward the cost of one pair of safety shoes per contract year, purchased for employment at the University. The employee shall provide receipt to the Department of Occupational Safety and Health Services.**

SECTION 23
OVERTIME

- A. Overtime premium shall be paid as follows:**
 - 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 workday.**
 - 2. Time and one-half the regular straight time rate will be paid for all such hours worked in excess of forty (40) hours in an employee's work week; provided, however, that all hours paid at the overtime rate must be actual hours worked and not those recorded as sick leave or a holiday. Hours recorded in excess of forty (40) hours per week as sick leave or holiday pay will be paid at a straight time rate.**
 - 3. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday, a sick day, or a vacation day for which he receives pay will be counted as a day worked.**
- B. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.**
- C. In general, overtime work shall be voluntary, provided, however, when at**

least forty-eight (48) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will be required to work unless sufficient other employees within the operational unit capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime.

D. Equalization of overtime hours shall be in accordance with the following provisions:

- 1. Overtime hours will be divided as equally as possible among employees in the same classification and shift in their work unit. The Supervisor responsible for the work unit will record overtime for equalization purposes by classification. The Steward responsible for the work unit and the employee will have access to the equalization records, upon request.**
- 2. When overtime is required, first a full-time employee then a part-time employee with the least number of overtime hours in that classification within his work unit will be called first and so on down the list in an attempt to equalize the overtime hours. In this connection, the University need not call in an employee to work rather than extend the shift of an employee already at work.**

In cases of emergency, the Employer may call the most available employee regardless of equalization standings. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification, provided they have the ability to do the work.

In any event, as the Employer could be faced with having insufficient employees to perform necessary work during any given voluntary overtime period, it shall have the right without prior notice to appoint the number of qualified employees required to work the overtime period on the basis of inverse seniority.

- 3. Time not worked because the employee does not choose to work, will be charged against the employee's overtime equalization record, such charge to be three (3) hours or the average number of overtime hours of the employees working during that call out or overtime period.**
- 4. Employees who change classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they are reclassified.**
- 5. The employer is not required to follow the equalization of overtime if the employee whose absence requires an overtime situation fails to notify the employer twenty-four (24) hours in advance of their**

scheduled shift. When an employee cannot be contacted by telephone they will be considered unavailable. If an employee is not called in for overtime work in accordance with this clause he shall be given the next overtime available when that employee is available.

6. Should an employee work any overtime during a scheduled work week, the employee will not be rescheduled during the same work week in order to circumvent overtime payment. An exception would be when mutually agreed between the employee and the supervisor.
 7. Excess overtime hours shall be reduced to zero (0) every July 1.
- E. When it is anticipated that overtime will be necessary for an extended and/or indefinite period of time, the Employer will give advance notice to the employees in the classifications involved. This shall not apply in cases of emergency. Any such overtime shall be equalized in accordance with Paragraph D. of this Section.



SECTION 24 **SHIFT DIFFERENTIAL**

- A. Employees who commence work during the second or third shift 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 without increasing the hourly rate, and will be paid for all hours worked on a shift.
- B. For the purpose of determining the periods for which shift differential will apply, the first shift is any shift that starts on or after 5:00 a.m., but before 12:00 noon. The second shift is any shift that starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that starts on or after 8:00 p.m., but before 5:00 a.m.
- C. Shift differential shall not be paid in addition to overtime when employees work extended shifts.
- D. When an employee is permanently transferred or promoted, all accumulated sick leave and vacation will be paid at the rate of their new job's wage plus the appropriate shift differential.

SECTION 25 **REPORT-IN PAY**

An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate unless the lack of work results from events beyond the control of the Employer including, but not limited to, emergencies such as loss of power, fire, tornado, flood or another natural disaster and unless the employee declines alternative work to which the

Employer may assign him during the three (3) hours he is to be paid.

SECTION 26
CALL BACK PAY

An employee reporting for duty at the Employer's request for work which is outside of and not continuous with the employee's scheduled work period, shall be guaranteed three (3) hours pay at the rate of time and one-half. Employees are not entitled to shift differential for call back pay unless their regular schedule includes a shift differential premium.

SECTION 27
WORK IN HIGHER CLASSIFICATION

- A. If an employee is assigned to work in a higher classification for two (2) hours, the employee shall receive four (4) hours pay at that rate. If an employee is assigned in a higher classification for four (4) hours or more the employee shall receive pay in the higher classification for the entire shift.
- B. Employees who are temporarily assigned to work in a higher classification, will be paid at that rate for any holiday, sick leave, or vacation time occurring during that assignment.

SECTION 28
REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. 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.

SECTION 29
WASH-UP TIME

An Employee who needs time to wash because of the nature and conditions of his job, may be excused by his Supervisor to use necessary time, not to exceed ten (10) minutes, to wash before the end of his working period.

SECTION 30
HOLIDAYS

- A. The following legal holidays shall be observed:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, four and one-half (4.5) paid declared holidays will be granted: the day after Thanksgiving Day, the

day preceding Christmas Day, the day preceding New Year's Day, one personal day, and the afternoon of Good Friday. When a holiday falls on a Sunday, it may, at the discretion of the Employer, be observed on the following Monday, and when a holiday falls on a Saturday, it may, at the discretion of the Employer, be observed on the preceding Friday.

- B. Each full-time employee, other than an employee 1) on layoff (except as otherwise herein provided) 2) on any leave of absence, or 3) not scheduled to work for any four (4) consecutive week period in which the holiday falls, shall receive eight (8) hours pay at his hourly rate for the holiday, and four (4) hours pay for the one-half (1/2) holiday, provided the employee works the scheduled day prior to and the scheduled day following the holiday, unless failure to work on either or both such days is excused because of; (1) personal sickness or injury as provided in Section 32, (2) approved vacation, or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.**
- C. Each part-time employee, other than an employee 1) on layoff (except as otherwise herein provided) 2) on any leave of absence, or 3) not scheduled to work for any four (4) consecutive week period in which the holiday falls, shall receive prorated holiday pay in proportion to his straight-time hours worked in the pay period in which the holiday falls. For calculation purposes, the number of holiday hours in the pay period are multiplied by a fraction, the numerator being the number of hours worked in the pay period, excluding work on the holiday, and the denominator being eighty (80) hours minus the number of holiday hours in the pay period. To be qualified to receive holiday pay, the employee must work his last scheduled day prior to and his next scheduled day following the holiday, unless failure to work on either or both such days is excused because of; (1) personal sickness or injury as provided in Section 32, (2) approved vacation, or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.**
- D. In addition to the holiday pay as provided in Paragraphs B. and C. above, an employee who works on the holiday will be paid for the time worked at one and one-half times his hourly rate. To the extent that time worked is paid pursuant to this Section, it shall not be considered time worked under Section 23, Paragraphs A. and B.**
- E. Holidays during vacation or sick leave shall not be counted as a part of vacation or of sick leave time.**
- F. If the University institutes a paid time-off program during the Christmas season, or Martin Luther King holiday, it will include the bargaining unit employees.**

SECTION 31
VACATIONS

A. ELIGIBILITY FOR VACATION

Vacation time begins to accumulate with the date of employment, but does not become available until the completion of probation.

B. VACATION ACCRUAL

First Year. 5 days
 Second through Fourth Year. 10 days
 Fifth through Seventh Year. 15 days
 Eighth through Twelfth Year. 18 days
 Thirteen through Seventeenth Year. 21 days
 Eighteen through Subsequent Years. 24 days

Paid employment of not less than five (5) working days (or 40 hours) in a biweekly pay period shall count as a whole biweekly period in computing vacation time.

Vacation time shall accrue to the employee on a biweekly basis. Unused vacation time shall not be accumulated beyond twenty-eight (28) days.

Prorated vacation time shall accumulate for each part-time employee in the same proportion to which his straight-time paid hours in each pay period relate to eighty (80) hours. Part-time employees are subject to all other provisions of this Section unless otherwise specified.

Nine (9) month employees will receive five (5) days of vacation per appointment period and ten (10) month employees will receive six (6) days of vacation per appointment period, prorated for part-time employees. Unused vacation cannot be carried forward to the following appointment period, transferred to a new 12 month, full-time or part-time position, or paid out upon termination of employment. In no event will the total vacation time exceed 5/6 days in any 9/10 month period.

C. PAY IN LIEU OF VACATION TIME

Pay in lieu of paid vacation time is not allowed except as terminal pay when leaving University employment or when transferring to a 9/10 month position.

D. PAY FOR ACCRUED VACATION TIME

1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken times the number of hours of accrued paid vacation

time scheduled and used (not to exceed eight (8) hours in a day or forty (40) hours in a week) and shall be paid to the employee on his regular pay day.

2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Paragraph C. occurs, times the number of hours of accrued vacation time up to a maximum of two hundred twenty-four (224) hours.
3. Probationary employees who would normally be scheduled off during an academic break, or holiday breaks can use any vacation time they may be entitled to.

E. SCHEDULING OF VACATIONS

Vacation time off shall be taken at the convenience of the department, office, or division in which the employee works. It shall, however, be the Employer's responsibility to insure the employee an opportunity for full vacation time off within the allowable period during which vacations may be taken, and the Employer will make a sincere effort to accommodate the vacation plans of the employee; provided, however, that the Employer may elect to close down any or all of its operations and schedule vacations during the close down period. Ten (10) of these days must be consecutive if requested by the employee. In case of conflict between employees as to scheduling of vacations, such conflict shall be resolved in favor of the employee with the greatest seniority.

F. VACATION IN LIEU OF SICK LEAVE

At the request of an employee, an absence covered by Section 32, Sick Leave, may be charged against accrued vacation time after all payments under Section 32, Sick Leave, have been exhausted.

G. HOLIDAYS DURING VACATION

If a day observed by the Employer as a holiday as provided in Section 30, Holidays, occurs during an employee's vacation, he shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

SECTION 32 **SICK LEAVE**

A. ELIGIBILITY FOR SICK LEAVE

Sick leave begins to accumulate with employment but does not become available to the employee until completion of two (2) weeks of employment.

B. ACCRUAL OF SICK LEAVE.

Sick leave accrues biweekly at the rate of four (4) hours for each two (2) weeks of employment except that:

1. Maximum sick leave accrual is one hundred thirty-two (132) days.
2. Part-time employees shall accrue sick leave in proportion to straight time hours employed each pay period.
3. Full-time employees must have 40 hours of paid employment each pay period to accrue any sick leave.
4. Part-time employees who become full-time without a break in service, will retain their previously accrued sick leave.

C. AVAILABILITY OF SICK LEAVE.

Sick leave is available for the following purposes and covers employees and members of the employee's immediate family, who, in this instance, shall include the following: Spouse, Children, Parents, Foster Parents, Parents-in-law, Brothers, Sisters, Grandparents, Grandchildren, Legal Guardianship or other direct dependents. An addition to this list shall include an individual with whom an employee has a continuing personal living arrangement which has existed over an extended period of time.

1. Personal illness, injury, quarantine or disability.
2. Medical appointments and dental appointments.
3. Reasonable length of time for the employee to serve as pallbearer or to attend a funeral.
4. To compensate an employee for the difference between payments received under the Worker's Disability Act and the employee's regular wages.

D. DOCUMENTATION.

A statement from the University designated physician and/or the employee's physician, or a sworn affidavit, may be required to sustain a claim of absence because of illness, injury, or disability. The University reserves the right to have the University's designated physician make the final decision.

E. COMPENSABLE INJURY

A seniority employee who suffers injury or illness compensable under the Worker's Compensation Act shall continue to receive his regular rate of pay for the time lost during the first seven (7) days not covered by the Worker's Compensation Act. In the event of dispute, the Medical Dispute clause in Section 36 of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave, prorated. If, when sick leave is exhausted, the employee is still unable to return to work, the employee will remain on Worker's Compensation status until his benefits are exhausted.

For seniority employees who are off work due to work-related illness or injury, the Employer will continue to provide its contributions to group health, group life and group long-term disability insurance for up to one (1) year after lost time from work began.

F. USE OF SICK LEAVE

Sick leave shall not be allowed in advance of being earned. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits. When a personal illness or injury disability has used up the total sick leave and vacation credit, the employee shall apply for a leave of absence, consistent with the Leaves of Absence in Section 34 of this Agreement. Employees on vacation may be granted accrued sick leave in lieu of vacation if their illness during their vacation period is approved by the Department Head. The Department Head may require a physician's statement to sustain the claim.

G. SICK LEAVE CREDIT FOR RECALLS

Employees returning from an approved leave or being recalled from layoff shall have credited to them any unused sick leave previously earned. This provision shall not apply to rehires.

H. SICK LEAVE CREDIT FOR VETERANS

Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces, shall, upon re-employment by the University, be credited with any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

I. NON-ACCRUAL

Employees on leaves of absence without pay, or on layoff, shall not accrue sick leave during such period.

J. PAYMENTS

All payments for sick leave shall be made at the employee's regular rate of pay except those made in accordance with Section 24, Shift Differential.

K. MEDICAL EXAMINATION

At the conclusion of an employee's sick leave the University, at its option and without cost to the employees, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

L. NOTIFICATION

Employees must notify their immediate Supervisor, or designated representative, when they are absent from work for any reason, in accordance with established departmental procedure. If an employee finds that he will be absent from work longer than first anticipated he must notify his Supervisor at least once a week, unless other arrangements are made.

M. VOLUNTARY SICK LEAVE POOL

All bargaining unit employees are eligible to participate in the University Sick Leave Pool.

N. SICK LEAVE INCENTIVE PROGRAM

Each employee who uses five (5) or less sick leave days in a contract year will receive one compensation day to be used at a time mutually agreed upon between the employer and employee. Each employee who used eight (8) hours or less of sick leave will receive a second compensation day. Funeral Leave, as defined in Section 33A. will not be considered as sick leave days for this incentive program.

SECTION 33 **FUNERAL LEAVE**



- A.** If a death occurs among the members of an employee's immediate family or household, and the employee was scheduled to work during the seven (7) consecutive days beginning with the day of death, the employee will be excused from work for up to five (5) days of the seven (7) day period and will be paid at his straight-time rate chargeable to accumulated sick leave credits, or without pay if no sick leave credits are available.

The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, co-habitor, or the father or mother or foster parent of either employee or spouse. Additional leave may be granted in special cases, subject to the approval of the Employer, such additional leave to be chargeable to sick leave or to be without pay.

- B. Absence of reasonable length of time to serve as a pallbearer or to attend a funeral may be charged against sick leave.

SECTION 34 **LEAVES OF ABSENCE**

A. MEDICAL

Any seniority full-time or part-time employee who is unable to work because of personal sickness or injury and has exhausted sick leave payments under Section 32, Sick Leave (except as outlined in I of this section), and vacation payments under Section 31, Vacations, may be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer.

The leave of absence may be for the period of continuing disability, but not to exceed three (3) months, unless extended by the Employer. In no case, however, shall a leave and extensions exceed one (1) year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

B. PERSONAL

A non-probationary employee may be granted, at the discretion of the Employer, a personal leave of absence without pay for a period not to exceed six (6) months. The personal leave may be extended for additional periods, but in no case shall the leave and extensions exceed one (1) year.

C. EDUCATIONAL LEAVE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a continuous period of time equal to their seniority, but not to exceed four (4) years in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

D. MILITARY TRAINING LEAVE

Regular, full-time employees who belong to the National Guard, Officer

Reserve Corps, or other reservist groups, will be granted a leave of absence for the required normal tour of duty as defined in the official military orders. The employer will pay the difference between the employee's military pay and his straight-time pay, if his/her military pay is less, for up to twenty (20) working days per calendar year during such military leaves. If the employee takes military leave during his vacation he will receive full pay.

E. JURY DUTY AND WITNESS SERVICE

An employee who loses straight-time from work during his normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Human Resources Department a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period.

F. LEAVE FOR UNION EMPLOYMENT

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union, be granted leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. This Section applies only to those employees who leave the University's employment to accept a position with the Union.

G. APPLICATION FOR LEAVE OF ABSENCE

Applications for leaves of absence must be approved by the employee's Department Head before being sent to the Human Resources Department for consideration.

H. RETURN FROM A LEAVE OF ABSENCE

Applications for reinstatement from a leave of absence must be made to the Human Resources Department before the leave expires. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his former job or a job of like status and pay. An employee

returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. In such event he shall be placed on layoff and recalled to work as seniority permits.

I. GENERAL CONDITIONS

- 1. Maternity leave shall be granted in accordance with the provisions of this Section. For childbirth, newborn care, or adoption, or foster care placement, the employee's sick leave does not have to be exhausted before the Family Medical Leave Act's twelve weeks.**
- 2. During a leave of absence, an employee will not accrue vacation or sick leave nor be eligible for payments for time off work provided by this Agreement.**
- 3. Subject to, and consistent with, the Group Life Insurance Plan and the Group Hospitalization Medical Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Employer. The University will bear the cost of continuation of benefits for a bargaining unit employee who takes an approved Family or Medical Leave without pay for up to twelve (12) weeks, consistent with and compliance with the Family and Medical Leave Act of 1993.**
- 4. During a leave of absence, the Employer's contribution to the Michigan Public School Employee's Retirement System or TIAA-CREF Retirement Fund is discontinued and benefits do not accrue, are not forfeited, nor can they be withdrawn.**
- 5. Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence.**
- 6. A leave of absence will not be granted for the purpose of obtaining employment elsewhere, nor may an employee on a leave of absence work for another employer, except as provided under Paragraph F. of this Section. This restriction shall not construed to apply to periods during which an employee has elected to be voluntarily laid off.**
- 7. Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to disciplinary action.**

SECTION 35 EXTENDED MILITARY LEAVE

- A. Upon application to the Human Resources Department a military leave of**

absence without pay, for a normal tour of duty, will be granted to employees who have acquired seniority. This applies to employees who are inducted through Selective Service, voluntarily enlist, or are called through membership in the National Guard or a reserve component into active duty with the Armed Forces of the United States.

- B. An employee returning to work from an extended military leave of absence shall be reinstated to his former job or a job of like status and pay, unless the Employer's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from extended military leave must be made within thirty (30) calendar days after his release; otherwise he shall not be eligible to return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from extended military leave shall be limited by applicable laws and regulations.

SECTION 36 **MEDICAL DISPUTE**

In the event of a dispute involving any employee's physical ability to perform his job or his fitness to return to work at the University and the employee is not satisfied with the determination of the physician or physicians designated by the Employer, he may submit a report from a physician of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Employer through its designated physician and the employee's physician shall agree upon a third physician to submit a report to the Employer and the employee, and the decision of such third physician will be binding on both parties. The expense of the third physician shall be shared equally by the Employer and the employee.

SECTION 37 **PENSIONS**

The pension system shall be that of the Michigan Public School Employees' Retirement System administered by the Retirement Board.

For employees first employed on or after January 1, 1996, the University will contribute 10.55 percent of eligible wages to TIAA-CREF. Contributions will begin on behalf of the employee after two years of continuous employment or at age 35, whichever is sooner. Eligible employees include those hired into positions with an annualized full-time equivalent (FTE) of .5 or greater. Employees who are participants in the TIAA-CREF retirement program have the option of participating in the TIAA-CREF Matching Contribution Program, subject to the current provisions of the program.

Offer bargaining unit employees full benefit of the Retirement Benefit Plan as it applies to all non-represented University employees, under the severance pay program.

SECTION 38
GROUP MEDICAL AND INSURANCE COVERAGE

During the term of this Agreement, the University has agreed to continue to provide to all eligible employees and their eligible dependents, group health and dental insurance benefits equivalent to or greater than those provided to the comprehensive group medical insurance plan currently in effect.

SECTION 39
STRIKES AND LOCKOUTS

- A. Local No. 1166, and Council No. 25 of the American Federation of State, County and Municipal Employees, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, picketing, or any acts of any similar nature which would interfere with the orderly operation of the University, that it will not otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.
- B. The Employer agrees it will conduct no lockout during the term of this Agreement.

SECTION 40
SUPPLEMENTAL AGREEMENTS

No further agreements shall be binding on either the Employer or the Union until they have been put in writing and signed by both the Employer and the Union as memos of understanding to this Agreement.

SECTION 41
WAGES

- A. Effective July 31, 1994, the hourly wage rates for each classification shall be as provided in Appendix A, which is incorporated in the Agreement by this reference.
- B. Probationary employees will be paid 10% less than the entry level rate for that classification.
- C. A newly-hired applicant awarded a job vacancy posted in any classification requiring them to be fully qualified and capable of performing the work, will be paid at the outset at the entry level rate for that classification.

SECTION 42
VALIDITY

If, during the life of this Agreement, any of the provisions contained therein are held invalid by Federal or State laws or directives, it is agreed that such provisions shall thereupon be inoperative and the University and Union will meet for the purpose of negotiating interim changes made necessary by applicable directives. Such interim changes will remain in effect pending a final determination as to their validity. Any cancellation or modification of provisions so required shall not invalidate any other provisions of this Agreement. This action in no way precludes either party from seeking redress through proper channels.

SECTION 43 VOLUNTEER EMERGENCY RESPONSE PERSONNEL

The Employer agrees to allow volunteer emergency response personnel to leave their scheduled straight time work to respond to emergency response alarms sounded by their respective emergency response departments without suffering any loss in time or pay, subject to emergency exceptions or cases where undue operational difficulties may result from the employee's absence from work. Such employees will be expected to return to work following the completion of their duties. In order that the Employer may properly administer this policy, it will be necessary for employees wishing to be covered by this policy to have their respective Emergency Response Supervisor verify their position as volunteer emergency response personnel on forms provided by the Employer. Such forms may be obtained at the Human Resources Department. The Employer will not apply this policy to employees unless they have completed forms on file in the Human Resources Department prior to leaving work for the aforementioned purpose. Employees understand that abuse of this policy will lead to disciplinary action.

Volunteer emergency response personnel who respond to calls at night and have completed such duties within less than six (6) hours prior to the start of their scheduled following-day shift, shall be granted time off of up to four (4) hours from the beginning of the shift with pay. Verification of response to calls may be requested by the Employer.

SECTION 44 UNION EDUCATIONAL LEAVE

The Employer agrees that leaves of absence with pay may be granted, upon receiving two (2) week's notice, to those employees who are selected by the Union to attend educational classes conducted by the Union. The number of employees to which such leave will be granted will not exceed five (5) at any one occasion, and the total number of working days used for this purpose shall not exceed twenty (20) per contract year. In addition, bargaining unit employees may be granted a maximum of fifteen (15) days time off without pay per contract year to serve as Officers and Committee Representatives for the Union.

All leaves of absence under this section must be approved by the employees' Department Head or designated representative.

SECTION 45
EMPLOYEE EDUCATION PROGRAM

A. ELIGIBILITY

1. All employees covered by this Agreement are eligible to participate in the Employee Education Program.
2. Applicants for the program must be in the active employment of the University for the entire duration of the course.
3. The Employee Education Program is only available for courses offered at Michigan Technological University.
4. The University will include employees covered by this Agreement and their families in any tuition benefit program offered to all non-represented, non-exempt University employees.

B. GENERAL CONDITIONS

1. Prior to enrolling in a course, employees must obtain the approval of their Supervisor and must have the billing statement validated by the Human Resources Department before receiving a class schedule.
2. The course approved must be one which offers individual enrichment and/or professional development.
3. Eligible employees must register and pay the cost of fees, books, supplies, equipment, and penalties, in the usual manner.
4. Employees must pay tuition for any course failed, dropped, or during the term of which, the employee ceases to have active status.
5. Employees participating in the program are subject to the general regulations and course pre-requisites published in the current catalog.
6. Employees may be approved for enrollment in courses by the Registrar, only if space is available in that course.
7. Employees participating in this program must take vacation or time off without pay for working time lost for class attendance. It is understood that taking such courses shall not prejudice or alter the Employer's prerogatives to schedule the employee for straight-time or

overtime work, but this shall not be construed as making overtime mandatory.

- 8. Courses may be audited or taken for credit.**
- 9. Eligible employees are limited to one (1) course per quarter under this program.**
- 10. The University reserves the right to discontinue, modify, or limit the availability of this program at any time.**

SECTION 46

TOOLS

Employer will furnish any tools required for use by the employees in the performance of their duties.

SECTION 47

MISCELLANEOUS PROVISIONS

- A. The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.**
- B. Wherever masculine gender pronouns are used throughout the Agreement, they are for convenience only and are meant as well to refer to the feminine gender without distinction.**
- C. All bargaining unit employees who held the position of either Equipment Operator or Groundsperson as of October 11, 1987, will be regularly scheduled to work Monday through Friday as long as such employees work in these positions. Any employee hired into either the Equipment Operator or Groundsperson classification after October 11, 1987, will be scheduled at the discretion of the Employer.**
- D. An employee will be reimbursed the license fee for State of Michigan licenses, required by the employer.**
- E. Food Service employees not normally scheduled to work split shifts will not be scheduled to work split shifts without their concurrence.**
- F. When it is necessary for the Employer to reschedule employees, the Employer will notify the affected employees and appropriate Union representatives in advance. The employer will discuss the reasons for the schedule change with the Union representatives and invite their input. Insofar as possible, such rescheduling will be done on the basis of seniority.**
- G. Supervisory employees, and temporary employees other than those**

described in Section 2 of this Agreement, will not regularly and routinely perform on a day-to-day basis duties which are ordinarily performed by bargaining unit seniority employees, nor will such supervisory employees perform overtime work in any Appendix A job classification for which seniority employees are available, except in case of an emergency, operational difficulty, testing of materials and equipment, instruction, training or demonstration, and the like, or when available seniority employees do not have the ability to do the required work.

- H. Nine-month employees must be off payroll for one period of eight (8) consecutive weeks. The remaining four (4) weeks must be scheduled at least two (2) weeks in advance, and for a period of at least one (1) week.

Ten-month employees must be off payroll for one period of four (4) consecutive weeks. The remaining four (4) weeks must be scheduled at least two (2) weeks in advance, and for a period of at least one (1) week.

- I. The employer will provide bulletin boards in each District which may be used exclusively for Union postings.

SECTION 48 **TERMINATION OR MODIFICATION**

- A. This Agreement shall remain in full force and effect until 11:59 p.m., October 14, 2002, but may be reopened for renegotiations of wages only, on October 14, 1999, and on October 14, 2000, and again on October 14, 2001.
- B. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this Paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the then current year's termination date.
- C. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or 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, this Agreement may be terminated by either party on ten (10) days written notice of termination, but not before the effective termination date of this Agreement.
- D. Notice of either termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Secretary-Treasurer of Local 1166, with a copy to Secretary-Treasurer of

Council 25, AFSCME, AFL-CIO, and if to the Employer, addressed to the Director of Human Resources, Michigan Technological University, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the University has caused this instrument to be executed by its duly authorized officers and the Union has caused this instrument to be executed by its duly authorized officers.

Ratified by AFSCME Local 1166 on November 2, 1998.

APPENDIX A - WAGE RATES					
Effective September 19, 1999					
PAY GRADE	CLASSIFICATIONS	Up to 5 Years	Completed 6-10 Years	Completed 11-15 Years	Completed 15+ Years
1A	Food Service Helper	\$11.36	\$11.51	\$11.61	\$11.71
2A	Food Service Helper II Food Service Utility Stock Clerk	12.23	12.38	12.48	12.58
3A	Custodian Groundsperson	12.48	12.63	12.73	12.83
4A	Baker's Helper Cook's Helper Food Service Utility Helper Mail Services Specialist	12.56	12.71	12.81	12.91
5A	Lab Tech I Meat Production Specialist Stores Clerk Trades Helper	12.96	13.11	13.21	13.31
6A	Baker Cook	13.46	13.61	13.71	13.81
7A	Stores Clerk II	13.74	13.89	13.99	14.09
8A	Storekeeper Equipment Operator I Ski Area Mechanic SDC Utility	13.92	14.07	14.17	14.27
9A	Equipment Operator II Lab Tech II	14.38	14.53	14.63	14.73
10A	Building Attendant Building Mechanic	14.71	14.86	14.96	15.06

11A	CHP Mechanic/Operator CHP Operator/Mechanic Lab Tech III Maintenance Machinist	15.04	15.19	15.29	15.39
12A	Electronics Tech Equipment Operator III	15.55	15.70	15.80	15.90
13A	Carpenter Electrician Licensed Trade Maintenance Mechanic Master Machinist Plumber Steamfitter	18.41	18.56	18.66	18.76

APPENDIX B - WAGE RATES

Effective September 19, 1999

(All Dining Services Employees Hired After November 2, 1998)

PAY GRADE	CLASSIFICATIONS	Up to 5 Years	Completed 6-10 Years	Completed 11-15 Years	Completed 15+ Years
1B	Food Service Helper Food Service Utility Stock Clerk	\$9.48	\$9.63	\$9.73	\$9.83
2B	Food Service Specialist	10.04	10.19	10.29	10.39
3B	Baker's Helper Cook's Helper	10.56	10.71	10.81	10.91
4B	Meat Production Specialist Stores Clerk	11.07	11.22	11.32	11.42
5B	Baker Cook	11.64	11.79	11.89	11.99

MEMO OF UNDERSTANDING**Nine and Ten Month--Full and Part-time Positions**

The Employer agrees, for the term of the current Agreement, to convert only food service positions to 9/10-month positions. The process for creating and filling these nine and ten-month positions will be as follows:

Full-Time Positions

1. Full-time food service positions considered for conversion to 9/10-month position must be converted only through attrition.

2. The Employer agrees to a maximum of 15 such conversions during the term of this agreement.
3. The Employer will notify the Union prior to converting a position to a 9/10-month position, and meet with the Union to discuss the reasons for the conversion.

Part-Time Positions

1. The Employer agrees to convert five of the existing thirteen part-time positions to thirty hour per week, nine or ten-month positions. The employees in the positions will be eligible for benefits under University policy.
2. The newly created 9/10-month food service positions will be filled by current, qualified, part-time food service employees based on seniority.
3. Base hours for the remaining part-time positions will be eliminated, and these employees will be scheduled on an as needed basis.

Dated this 18th day of February, 1999.

MEMO OF UNDERSTANDING ALTERNATE WORK SCHEDULING AGREEMENT (Flextime)

The aforementioned parties do hereby mutually agree to an alternate work scheduling arrangement (flextime). Alternative work scheduling arrangements (flextime) are variations from a customary schedule which are mutually agreeable to the employee and his/her supervisor. The University will consider alternatives to the customary schedule where productivity is either unaffected or is enhanced, necessary coverage is provided, and no precedent is set for other areas. It is understood by the parties to this agreement that an employee who is working a flex schedule, that the following areas of the contractual agreement shall apply as follows:

1. Section 23 - Overtime
 - A. 1. An employee will not receive overtime for working more than eight (8) hours in a workday.
2. Section 30 - Holidays
 - B. An employee will receive eight (8) hours of Holiday pay on a holiday and

they will have to utilize other paid time, excluding sick time, to make up the difference between the eight (8) hours of Holiday pay and their flextime day work hours.

C. Part-time employees shall receive prorated Holiday pay in proportion to his/her straight-time hours worked in the pay period in which the Holiday falls.

3. Section 31 - Vacations

An employee on a flextime schedule shall utilize the number of hours scheduled per work day as the number of vacation hours to cover that time period.

4. Section 32 - Sick Leave

An employee on a flextime schedule shall utilize the number of hours scheduled per work day as the number of sick time hours to cover the time period of sick leave.

Dated this 18th day of February, 1999.

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