

***MichiganTech***

Michigan Technological University  
Houghton, MI 49931



**UAW**

***United Auto Workers - Local 5000***

**2010 - 2011**

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## ARTICLE I

### AGREEMENT

This Agreement is made and entered into this 14<sup>th</sup> day of December, 2010, effective on August 1, 2010, between Michigan Technological University, hereinafter referred to as the University, and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers and its Office Professional Local 5000, hereinafter referred to as the Union. The designation of "she/he" through the Contract shall be deemed to include both female and male.

### PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the machinery for collective bargaining; and to promote orderly and peaceful labor relations between the University and its employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

### APPENDICES

All appendices designated by this Agreement shall be deemed a part of the Agreement and shall be fully enforceable under the enforcement procedures thereof.

## ARTICLE II

### RECOGNITION AND SCOPE OF AGREEMENT

1. **Recognition.** Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Public Act 379 of 1965, the University does hereby recognize the Union as the exclusive bargaining agent with respect to wages, hours, and working conditions of the Bargaining Unit described below.
2. **Bargaining Unit Work.**
  - A. The Bargaining Unit shall have sole collective bargaining jurisdiction over all work within each of the positions covered by this Agreement and members of the Bargaining Unit shall have the right to perform the duties and responsibilities for each position covered by this Agreement as set forth in paragraph 3. It is recognized that certain office professional work which is the same or similar to that which is performed by employees in the bargaining unit has and may continue to be performed by employees who are excluded from the bargaining unit.
  - B. Additionally, non-bargaining personnel may perform work in any of these positions temporarily, in emergencies or for the purpose of training, but not on any regular or scheduled basis and such work should not eliminate a position covered by this Agreement. It is understood that supervisory, administrative, and student employees will not be used to replace a bargaining unit employee on a permanent basis.

3. **Employees Covered.** This Agreement applies to the following employees: All regular full-time and regular part-time Office Professional employees (formerly clerical) employed by Michigan Technological University at all its locations. Excluding secretary to the president, secretaries to the vice-presidents, secretary to the director of labor, the office assistant to the coordinator of procedures/scheduling, public safety officers, supervisors, faculty, technical employees, and all other employees as certified by MERC case number R89 I-240 dated December 4, 1989.
4. **Full and Part-Time Employees.**
  - A. For the purpose of this Agreement, a full-time employee is an employee who is scheduled to work forty (40) hours a week. A part-time employee is an employee who is normally scheduled to work less than forty (40) hours a week. A normal work day for all regular full-time employees shall be eight (8) hours unless regularly scheduled otherwise.
  - B. Nine-month employees must be off payroll for one period of eight (8) consecutive weeks. Ten-month employees must be off payroll for one period of four (4) consecutive weeks. The University will notify the Union if there is an exception to the off-payroll time period.
5. **Amendment.** This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation of this Agreement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to agree to any proposed amendment or supplement.

### ARTICLE III

6. **CONFORMITY TO LAW**
  - A. This Agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the University, the Union, and employees in the Bargaining Unit.
  - B. In those instances where any state or federal law is contested, the provisions of that law shall be binding upon the parties until such time as a court of competent appellate jurisdiction declares it to be unconstitutional and of no legal effect.
  - C. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract, and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

- D. The parties to this contract share a commitment to equal opportunity and affirmative action. Toward that end, the parties agree to cooperate in affirmative action efforts to hire and promote minorities and women where they are under-utilized in particular job groups. Should it become evident that particular provisions of the contract are preventing the successful implementation of the University's Affirmative Action Plan as it relates to the filling of vacancies in positions covered by this contract, the parties to this contract will meet to discuss and attempt to resolve these problems.
- E. The Union and the University agree that the terms of this collective bargaining agreement shall be applied without regard to race, religion, color, national origin, age, sex, veteran status, disability, sexual orientation, height, weight, or marital status.

## ARTICLE IV

### UNION SECURITY

- 7. **Union Membership.** As a condition of employment, each employee in the Bargaining Unit on or before the 30th day after the effective date of this Agreement on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to the Union either periodic and uniformly required union dues, or in the alternative, service fees as designated by the Union.
- 8. **Checkoff.** The University, at the time of hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, shall apprise the prospective employee of this Article's provision and shall present to her/him an application for membership and an authorization for checkoff of dues supplied by the Union. If the employee desires to join the Union, she/he shall complete both the application for membership and the authorization for checkoff of dues and initiation fee. If the employee does not desire to join the Union, she/he shall complete only the authorization for checkoff of dues so that the Union may collect from her/him its service fee. The University shall forward these forms to the Union's financial officer. The authorization form for payroll deduction is illustrated in Appendix I of this Agreement.
- 9. During the life of this Agreement, the University agrees to deduct the initiation fee and membership dues or service fee in accordance with the authorization for checkoff of dues, and forward same to the Union's financial officer. The amounts to be deducted shall be certified to the University by the Union within fifteen (15) days after the execution of this Agreement. The University shall make the deductions in the amounts set forth until further notice from the Union.
- 10. The initial deduction for any employee shall not begin unless the withholding authorization and the certification of the Union's financial officer as to the amount of the deductions has been delivered to the University's Payroll Office. The University shall have no obligation to deduct or remit the dues or service fees of any employee whose withholding authorization reaches the Payroll Office after the payroll deadline, or who does not have sufficient compensation due on the last payroll date of any month to pay the dues or service fee with the Union.
- 11. All sums deducted by the University shall be remitted to the Union's financial officer on a timely basis once each month together with a list of current employees showing the amount of union dues or service fees deducted for each employee.

12. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the Constitution of the International Union, refunds to the employee shall be made by the Union.
13. The University shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
14. **Termination for Failure to Comply.** An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required union dues, or in the alternative, service fees as certified by the Union, shall have their employment terminated by the University, provided the stipulations in paragraphs 15, 16, and 17 are met.
15. The Union shall notify the employee by certified or registered mail explaining that she/he is delinquent in not tendering the required union dues or service fees, specifying the current amount of the delinquency, and warning her/him that unless delinquent dues or service fees are paid and a properly executed authorization for checkoff of dues is tendered within ten (10) working days of such notice, she/he shall be reported to the University for termination of employment as provided for in this Article.
16. The Union shall give a copy of the letter sent to the employee and the following written notice to the University at the end of the ten-day period:

The Union certifies that \_\_\_\_\_(name) has failed to tender either any periodic uniformly required union dues or service fees required as a condition of continued employment under the current collective bargaining agreement between UAW Office Professional Local 5000 and Michigan Tech University and demands that, under the terms of this Agreement, the University terminate their employment.
17. The University shall within five (5) working days after receipt of the above letter give the employee ten (10) working day's notice of discharge citing in the notice the request for termination of employment by the Union.
18. The Union shall indemnify and hold harmless the University, its trustees, officers, and employees for any costs (including defense costs) resulting from claims, demands, suits, and other forms of liability by reasons of any action taken or not taken by the Union or by the University for the purpose of complying with this Article.

## ARTICLE V

### **COMMUNICATION**

19. A. **Exchange of Information.** The University shall make available to the Union, upon its request and within ten (10) working days thereafter, such statistical and financial information related to the Bargaining Unit and in the possession of the University as is necessary for the implementation of this Agreement and for the negotiations of a successor agreement. Under unusual circumstances, the University may issue a notice extending for not more than ten (10) working days the period during which it shall respond to such a request.

The University and the Union may, upon written mutual consent, extend the stated period. It is understood that nothing in this provision shall be construed to require the University to compile information and statistics in the form requested if not already available in that form, unless mutually agreed.

- B. The University shall provide to the Union an electronic email membership list to be maintained by the Union Recording Secretary and supervised by the Union Officers. This list will be used solely for official University/Union business. The University will be held harmless by the Union for any emailed communication not received by the members of the Union.

20. **Periodic Reports.** The University shall provide to the Union the following:

- A. A quarterly seniority list by classification.
- B. A list of new salaries subsequent to annual and/or semi-annual negotiated increases.
- C. A monthly list of all bargaining unit status changes, except biographical information.

All reports shall be provided to the President and the Financial Secretary of the Local Union. All seniority dates will be considered uncontested if not changed within thirty (30) days of the initial inclusion on the list.

21. **University Notification of Actions Affecting Bargaining Unit Positions.**

- A. Prior to posting a new bargaining unit position or at the time such new position is posted, the University will provide written notification to the Union of the establishment of the position.
- B. The University shall also notify the Union of any University proposal to remove a position from the bargaining unit solely through reclassification. No position shall be removed from the bargaining unit without prior consultation with the Union provided, however, nothing in this paragraph should be construed to require the University to staff positions in the bargaining unit or in any way abrogate management rights as detailed in Article XVIII or to abrogate the Union's right to grieve under Article VII of this agreement.
- C. When a vacancy occurs, the University shall notify the Union in writing as soon as practicable but not to exceed thirty (30) days if the position is not to be filled. Included in said notification will be the plan to phase out, redistribute or reassign the position's work.

22. Twenty (20) days after the effective date of this Agreement, the Union shall provide the University with a list which shows the negotiated jurisdictional districts and names of authorized representatives of the International Union, the Local Union Officers, and all persons involved in grievance representation. The Union shall notify the University of any subsequent changes.

23. The University shall provide each employee with a copy of her/his classification description. The Union shall be provided with a copy of the bargaining unit classification descriptions which have been established by the University. Classification descriptions are not job descriptions and are therefore not all inclusive descriptions of the duties and responsibilities of any specific position.

24. The University shall publish this Agreement on the Michigan Tech web site within sixty (60) calendar days after its ratification by both parties. After that date, each employee, new hire and rehire will be given a copy of the Agreement. The University shall supply the Union with forty (40) copies of the Agreement for the Union's own use.
25. Employees shall be responsible to notify the Human Resource Office and the Union within ten (10) working days of changes in name, address, telephone number, marital status, and number of dependents. In the event that an employee fails to notify the University, the University shall use the most recent information on file. The University is not responsible to effectuate any increase or modification of any right, benefit or entitlement provided in this contract until such notice of change is received from the employee.
26. Upon request, the University shall provide the Union with the following information ninety (90) days preceding the termination of this Agreement:
  - A. A list of all employees in the Bargaining Unit, indicating the date of hire, bargaining unit seniority date, classification title, pay grade level, current salary, birth date, and participation, if any, in the retirement program for each employee.
  - B. A list of all employees in the Bargaining Unit participating in the health insurance plans showing the number of single subscribers, two-party contracts, or full-family contracts.
27. If, at any time during the life of this contract, a reorganization of the University that would affect or modify the provisions of this labor agreement is effectuated, the University will provide to the Union information reflecting the reorganization. The University will provide to the Union a copy of organization charts and any revisions.

## ARTICLE VI

### REPRESENTATION AND RELEASE TIME

#### 28. **Grievance Handling.**

- A. The grievant shall have the right to be represented by an official of the Union at any stage of the proceedings, as follows:

Step 1. — Grievant's Steward

Step 2. — District Representative

Step 3. — President and District Representative

The grievant may participate personally in grievance steps 1, 2 and 3. Witnesses who can contribute to the resolution of the grievance may be present. The International Representative is welcome at all steps of the grievance procedure.

- B. **Bargaining Committee.** The University will recognize a Bargaining Committee of five (5) members, including the President and Vice President, who shall be non-probationary employees.

29. **Stewards.** The University shall recognize eight (8) non-probationary bargaining unit members as Stewards. The number of stewards may be altered by agreement of the parties.

	<b>Building</b>	<b>Stewards</b>
District 1	<ul style="list-style-type: none"> <li>● Administration and Student Services</li> </ul>	1
	<ul style="list-style-type: none"> <li>● Academic Offices</li> <li>● Advanced Technology Development Complex (ATDC)</li> <li>● Ford Forestry Center</li> <li>● Harold Meese Center</li> <li>● Keweenaw Research Center (KRC)</li> <li>● R.L. Smith (ME-EM)</li> <li>● ROTC</li> <li>● Widmaier House (Public Safety and Police Services)</li> </ul>	1
District 2	<ul style="list-style-type: none"> <li>● Alumni House</li> <li>● Electrical Engineering Resources Center (EERC)</li> <li>● Facilities/Waterfront</li> <li>● Minerals &amp; Materials Engineering (M &amp; M)</li> </ul>	1
	<ul style="list-style-type: none"> <li>● Daniell Heights Housing</li> <li>● Lakeshore Center</li> </ul>	1
District 3	<ul style="list-style-type: none"> <li>● Chemical Science &amp; Engineering</li> <li>● Dillman Hall</li> <li>● DOW Environmental Sciences &amp; Engineering</li> <li>● Fisher Hall</li> <li>● Hamar House</li> <li>● Rekhi Hall</li> </ul>	1
	<ul style="list-style-type: none"> <li>● Citizens Bank</li> <li>● J.R. Van Pelt Library</li> </ul>	1
District 4	<ul style="list-style-type: none"> <li>● Memorial Union</li> <li>● Rozsa Center for the Performing Arts</li> <li>● Wadsworth Hall (WADS)</li> </ul>	1
	<ul style="list-style-type: none"> <li>● Douglas Houghton Hall (DHH)</li> <li>● F.W. McNair Hall</li> <li>● Student Development Complex (SDC)</li> <li>● U.J. Noblet Forestry Wood Products</li> <li>● Walker Arts &amp; Humanities</li> </ul>	1

Each of the four (4) districts will be represented by one district representative.

30. **International Representative.** The University shall recognize the authorized representative of the International Union, which is party to this Agreement, for the purpose of participating in negotiations, attending meetings, and the handling of other Union matters under this Agreement. The University will provide an annual parking permit.

31. **Release Time.** Representatives of the Union, upon request to and approval by the Director of Labor, shall be granted reasonable release time to process grievances and handle other matters pertaining to this Agreement as specified below without loss of earnings.
- A. Steward - investigate grievances, participate in first step grievance procedures, and handle other matters pertaining to this Agreement.
  - B. District Representative - participate in second and third step grievance procedures within the district.
  - C. The President, or designee - participate in third step grievance procedures.

The office of the Director of Labor will notify supervisors when release time is needed for employees.

32. **Special Conferences.** Mutually agreed to Special Conferences for the discussion of important matters may be arranged between the Union and the University at the request of either party. Conferences shall be held within ten (10) working days after the request for a meeting unless otherwise agreed to by both parties. Matters to be taken up at the conference shall be confined to those included in the agenda unless otherwise agreed to by both parties.

## ARTICLE VII

### 33. **GRIEVANCE PROCEDURES**

- A. A grievance is a complaint by the Union on behalf of one (1) or more unit members (who shall be specifically identified in the grievance) or on its own behalf (as specified in Paragraph 33B.) concerning an alleged violation of a specific provision(s) of this agreement initiated by a unit member(s). The University reserves the right to grieve violations of the no strike provisions. Such grievances are to be reduced to writing and submitted at step three of the grievance procedure.
  - B. In the event the Union wishes to submit a grievance on behalf of its entire membership, it shall indicate that the grievance is being brought on behalf of all Unit members, and it shall reduce the grievance to writing and submit it at Step Three of the grievance procedure.
34. **Step One:** The employee will arrange with her/his immediate supervisor or designee to have an informal meeting on the alleged contract violation and attempt to reach a resolution of it. This meeting shall be held within ten (10) working days after the Union or the Unit member(s) should reasonably have become aware of the alleged contract violation. The employee may request that her/his Steward be present at this meeting.
35. If the alleged contract violation is not resolved by the informal meeting, the employee and the Steward will prepare the grievance in writing within five (5) working days concisely stating the facts, the provisions of the Agreement alleged to have been violated, and the resolution sought. The written grievance will be dated and signed by the grievant and the steward and submitted to the employee's immediate supervisor.

The immediate supervisor or designee will give her/his written answer to the grievant, with a copy to the Union, within five (5) working days from the day the written grievance is presented to her/him.

36. **Step Two:** If the grievance is not resolved at step one, the Union will submit the grievance to the Chair of the Department from which it originated within three (3) working days after receiving the completed written answer from the supervisor. The Department Chair will, within five (5) working days after receipt of the grievance, arrange to hold a meeting with the employee and the grievant's district representative to discuss the grievance and attempt to resolve it. The department will provide its written answer to the grievant within five (5) working days following the day of the meeting and send a copy to the Director of Labor.
37. **Step Three - Director of Labor.** If the grievance is not resolved by step two, the Union will submit the grievance to the Director of Labor within three (3) working days after receiving the written answer from the Department Chair. The Director of Labor will within five (5) working days after receipt of the grievance, arrange to hold a meeting with the Grievance Committee (comprised of the Union President, the affected district representative and/or steward, the International Representative and the grievant) and attempt to resolve the grievance. The Director of Labor or his/her designee will provide written answer within ten (10) working days from the day of the meeting.
38. **Arbitration.** If the answer to the grievance at step three is not satisfactory, the Union may submit the grievance to arbitration by official written notice to the Director of Labor within ten (10) working days of the date of the written answer to the grievance at step three. Upon receipt of said notice, the parties shall communicate and attempt to agree on an arbitrator. If no such agreement is reached within ten (10) working days, the Union shall institute the procedures of the Federal Mediation and Conciliation Services (FMCS) for the selection of an arbitrator.
39. The arbitrator will be requested to render a decision in writing within thirty (30) days (or such additional time as the parties may in writing agree) after the arbitration hearing. Such decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The parties shall share equally the arbitrator's expenses.
40. The arbitrator will have no authority to: (a) add to, subtract from, or in any way modify this Agreement; (b) substitute her/his discretion or judgment for the University's discretion or judgment with respect to any matter this Agreement consigns to the University's discretion; (c) interpret any policy, practice, or rule, except as necessary in interpreting or applying this Agreement; (d) formulate or add any new policy or rule; or (e) establish or change the salary structure. Problems within the meaning of this procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of this Agreement. The arbitrator shall not have jurisdiction to consider any claim of which both parties have not had reasonable notice prior to the arbitration hearing. Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) days before the filing of the written grievance.

41. **Accelerated Arbitration.** The accelerated arbitration procedure is an expeditious method available to the University and the Union for arbitration of grievances which do not require contract interpretation. Initiation of accelerated arbitration shall require mutual agreement of the parties. The procedure, including selection of the arbitrator, shall be in accordance with mutually agreed upon guidelines. Expenses and fees to be borne by the parties shall be as described in paragraph 39.
42. **General Provisions.** All formal grievances shall be submitted on the grievance form provided by the University.
43. When hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.
44. Grievances shall be processed as rapidly as possible. The number of working days (day one shall be the day following) indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the University is officially closed.
45. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure to provide a written answer on the grievance within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.
46. A grievance may be initiated at any step of the grievance procedure by mutual written agreement of both parties. The Union or the University may withdraw its grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this manner shall be reinstated.
47. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided that either party may release pertinent information to any or all personnel related to the grievance.
48. No decision on a grievance or an adjustment thereof shall be contrary to any provision of this Agreement, with the exception that the University and the Union may mutually agree to waive applicability of specific contractual provisions - on a non-precedent setting basis - in order to reach a fair resolution. No terms shall be added to or subtracted from this Agreement nor any provision changed by the grievance procedure.
49. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the University against any employee, any union representative or any official participant in the grievance procedure by reason of such participation. All parties shall conduct themselves in a reasonable and professional manner at all times.

## ARTICLE VIII

### DISCIPLINARY ACTION: SUSPENSION AND DISCHARGE

50. **Probationary Employees.** The University may discharge probationary employees for such cause and in such manner as it, in its sole and absolute discretion, deems appropriate and in the best interest of the University. Such discharge shall not be subject to the grievance procedures of this Agreement.
51. **Non-Probationary Employees.** The University may discipline or discharge a non-probationary employee only for reasonable cause.
52. **Representation and Notice of Discipline.** Should the employee desire a union representative to be present at the time of discipline, suspension, or discharge, she/he shall have that right. The University will provide the employee a form to check off and sign whether or not they choose to have a Union Representative present. The University shall give written notice of any written discipline, suspension, or discharge action, stating the specific reasons for such action, to the employee and to the Steward, with a copy to the President of the Union, by certified or registered mail or by hand delivery within five (5) working days.
53. **Grievance on Suspension or Discharge.** A grievance on a suspension or discharge may be initiated at step three of the grievance procedure no later than five (5) working days after receipt by the Union of the written notification of suspension or discharge.
54. **Use of Past Record.** The University will not take into consideration, in applying the corrective discipline procedures set forth in this Article, any previous disciplinary action of record in an employee's personnel file which occurred more than twenty four (24) months prior to any disciplinary action that is taken on a current charge. Upon written request by the employee any record that cannot be considered in effectuating the provisions of corrective discipline shall be removed from the personnel file of the employee.

## ARTICLE IX

### PERSONNEL FILES

55. An official personnel file for each employee is maintained by the University. An employee may inspect the contents of her/his personnel file during the University's normal business hours by completing a request form in the Human Resources Department. Requests shall be honored within five (5) working days. The employee may designate in writing that she/he desires a representative of the Union to examine documents from her/his file and the representative of the Union shall be permitted to do so. An employee may request a copy of documents in her/his personnel file for the current established fee. The employee has a right to submit a response to any document placed in her/his file. Such a response shall be attached to and filed with the document placed in her/his file. Each employee shall have the right to place in her/his personnel file materials which attest to her/his proficiency and experience.

## ARTICLE X

### SENIORITY

56. **Bargaining Unit Seniority.** An employee's bargaining unit seniority shall be the length of service with the University from the most recent date the employee was employed in the bargaining unit. All bargaining unit employees will be on one bargaining unit seniority list.
57. **Seniority: Military Service.** Employees on approved military leaves with a statutory right of reinstatement shall accrue seniority.
58. **Seniority: Employee Leaves Unit.** A bargaining unit employee who leaves the Bargaining Unit, but remains employed by the University, and later returns to the Bargaining Unit, shall not accrue bargaining unit seniority for the period the employee was out of the Unit. The employee will, however, retain any previously accrued bargaining unit seniority.
59. **Seniority: Layoff.** A Bargaining Unit employee who has been laid off shall continue to accrue seniority provided seniority has not been lost pursuant to provision 61.
60. **Seniority: Leaves of Absence.** A bargaining unit employee on a leave of absence shall continue to accrue unit seniority.
61. **Loss of Seniority.** An employee's employment and/or seniority shall terminate for any one of the following reasons:
  - A. If an employee voluntarily resigns.
  - B. If an employee retires.
  - C. If an employee is discharged and not reinstated.
  - D. If an employee fails to report from layoff when recalled in accordance with Article XI.
  - E. If an employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of such layoff period, or two (2) years, whichever is shorter.
  - F. If an employee is absent for three (3) consecutive working days without notifying her/his immediate supervisor. However, said employee's employment and seniority shall be reinstated if her/his failure to notify her/his immediate supervisor was due to factors beyond her/his control.
  - G. If an employee fails to report for work upon the termination of a leave of absence unless said employee's immediate supervisor has been notified in writing and has granted approval or unless the failure to notify the supervisor or return from the leave of absence was due to factors beyond the employee's control.
  - H. If an employee fails to successfully secure a bargaining unit position upon the expiration of the approved leave of absence.

62. **Probationary Employment Period.** Employees newly hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) calendar days of continuous employment. The University may extend the probationary period up to one hundred eighty (180) calendar days for part-time employees. The probationary period shall not include any unpaid leave as described in Article XIV. If a probationary period is interrupted by an excused absence in excess of one week, the probationary period shall be extended by the length of the excused absence. An employee who successfully completes the probationary period shall be entitled to full bargaining unit seniority retroactive to the date of hire in the Bargaining Unit exclusive of such unpaid absence.

Current University employees newly-hired into the bargaining unit who have successfully completed a probationary period, of at least ninety (90) calendar days, or one hundred eighty (180) calendar days, as the case may be, shall not be required to serve another probationary period as provided in this Section but shall be granted seniority status at the first day of work in the bargaining unit.

If a probationary employee is the successful bidder for a vacant position, her/his bargaining unit seniority date will revert to original date of hire in the bargaining unit after new probation is successfully completed.

63. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and working conditions, except discharged or disciplined probationary employees for other than Union activities.

64. **Temporary Employment Period.**

A. **Definition of a Temporary Employee.** A "temporary employee" shall mean an individual whose employment is limited in duration to not more than six (6) months pursuant to 64C. A temporary position is established for:

1. A specific project or,
2. the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation or,
3. augmenting the regular work force of employees to meet the requirements of the University, that may be occasioned by increased work loads or other conditions that may create short-term staffing shortages.

B. A temporary position will not exceed six (6) months accumulated time (accumulated time is from date of hire in the position) unless it is to replace a bargaining unit employee who is on an approved leave of absence or temporarily assigned to a non-UAW position. This period may be extended by mutual agreement.

C. **Filling Temporary Positions.** The University will rehire a laid off employee to fill a temporary office professional job if the employee is qualified to perform the duties of the position. This employee shall, for the duration of the assignment, be paid at the rate of the position filled. In the event the employee accepts or rejects the temporary position her/his recall rights shall not be abrogated or otherwise affected. If the employee is recalled, and the University assigns said employee to continue in the temporary position for its duration, the employee shall receive the rate of the job or her/his regular rate, whichever is greater, and her/his position shall be held for her/him.

65. **Top Seniority.** Members of the Bargaining Committee, while actively engaged in contract negotiations, shall have top seniority unit-wide for layoff and recall purposes only, provided they have the ability to perform satisfactorily the work available. Union Stewards and District Representatives shall have top seniority in the jurisdictional districts they represent, provided they have the ability to perform satisfactorily the work available. The Union President and Vice-President shall have top seniority unit-wide, provided they have the ability to perform satisfactorily the work available. Upon the expiration of their union terms of office, the above union officials shall revert to a position on the seniority list on the basis of their bargaining unit seniority.

## ARTICLE XI

### JOB SECURITY

66. **Layoff.** The University may lay off and recall its employees. All layoff and recall shall be instituted as set forth in this Article. A laid off employee is one who no longer has regular active employment with the University or who is removed from her/his position.

When an employee is assigned to a different position through the application of the procedures of this Article, the employee will receive the normal orientation for that position.

For the purpose of this Article normal orientation means the usual or ordinary period of time to become acquainted with those aspects of the position that the employee could not or would not otherwise know as distinguished from training or learning the basic or special skills needed for the position. This usual or ordinary period of time shall not be less than twenty-four (24) hours of on the job orientation.

67. **Order of Layoff.** When there is a decrease in the work force, an affected employee will be removed from her/his position and assigned or laid off or terminated in the following order subject to the remaining employees' current ability to satisfactorily perform the work available.

Employees will be scheduled for removal or layoff in the inverse order of their bargaining unit seniority.

68. A. Subject to her/his current ability to satisfactorily perform the work available, an employee scheduled for removal or layoff will exercise her/his bargaining unit seniority as follows:

She/he will first fill any vacancy within her/his current classification. If there is no vacancy, she/he will exercise her/his bargaining unit seniority as outlined in (one) through (six) below.

1. Fill any vacancy in the same pay level.
2. Replace the least senior employee in the same classification.
3. Replace the least senior employee in the same pay level.
4. Fill any vacancy in the next lower pay level.
5. Replace the least senior employee in the next lower pay level.
6. Repeat the two prior steps in consecutively lower pay levels.

If assignment based upon the appropriate option would result in a reduction from any term appointment (e.g. twelve (12), ten (10), nine (9)) month to a shorter term appointment or from a full-time to a part-time position, the employee may waive that option and either fill any vacancy at the next step or replace the next least senior employee at the next step so as to maintain the current appointment term or hours of work.

An employee may waive her/his seniority rights as outlined above and accept a lay-off provided it is mutually agreeable to the University.

- B. Unless the University and the Union mutually agree to another arrangement the following will apply: Any employee who is about to be laid off, except for one who has waived seniority rights, will replace a temporary office professional employee, at any level, provided the employee has the current ability to satisfactorily perform the work of the temporary employee.
  - C. Employees scheduled for layoff shall respond to the designated option(s) within five (5) days of notification of such option(s), with the understanding that they will not be precluded from accepting a more appropriate option in accordance with steps (1) through (6) above, if a more appropriate option becomes available prior to implementation of the earlier declared option.
  - D. Employees who choose not to follow the above procedure will be considered to have voluntarily terminated their employment.
69. Employees replaced in accordance with the above may exercise their bargaining unit seniority to replace another employee in the same fashion.
70. An employee designated to be taken out of a position, as set forth in 68A., shall be given thirty (30) days notice prior to assignment or layoff. The Union shall receive a copy of the notice on the same day the notice is given to the employee.
71. A. An employee who moves to a lower pay grade level as a result of the application of these procedures shall retain her/his rate of pay at the time of the reduction in grade level unless her/his rate is above the maximum of that grade. In the case where the rate is above the maximum, the employee's rate shall be reduced to the maximum.
- B. An employee that is displaced to a lower pay grade and later bids successfully to the pay grade held previously, will be given their previous rate of pay plus any scheduled increases.

72. **Work Opportunities for Laid Off Employees.** The University will, prior to employing new people in any department, give work opportunity to employees with seniority who are laid off at the time, subject to the laid off employees' current ability to satisfactorily perform the work available.

73. **Recall.** When the work force is increased after a layoff, employees shall be recalled in the inverse order of their layoff, subject to the ability of the recalled employees to satisfactorily perform the work available. Recall rights shall continue for a period equal to the seniority the employee had acquired at the time of the layoff or three (3) years, whichever is shorter.

If an employee's former position becomes available within a period of three (3) years or the length of the employee's seniority, whichever is shorter, from the time of assignment to another position, the employee will be given one opportunity to return to that position. If the employee wishes to return, written notice must be given to the Director of Labor within two (2) days of notice of the opportunity.

If an employee is returned to the former position or to a vacancy at the same pay grade level following a reduction of the work force, the employee will receive the former rate of pay plus any scheduled increase.

74. Employees recalled from layoff shall have their accrued bargaining unit seniority as of the effective date of recall and such accrued seniority shall include the period the employee was laid off.

75. A notice to report for work shall be sent to an employee by registered or certified mail to the last address the employee filed with the Human Resources Department. In the event an employee fails to report for work within ten (10) working days from the date such notice is sent, the employee shall be considered to have quit unless she/he has a reasonable and valid excuse for her/his failure to report for work within the above ten (10) working days. Nothing in Article XIII is applicable when possible placement is pending through the application of this Article.

## ARTICLE XII

### HOURS OF WORK

76. **Reduced Work Week Schedule.** In the event the University reduces the number of hours in the work week for a bargaining unit position, the affected employee shall have ten (10) working days notice of the reduction. Notice of such reduction shall concurrently be sent to the Union and to the affected employee. The employee shall, by a written statement to the Director of Labor, either accept the reduced work week or elect to exercise her/his seniority rights in accordance with the layoff procedures, within two (2) working days after receipt of the notice.

After receipt of the notice, the Union may, in accordance with the provisions of this Agreement, request a special conference for the purpose of discussing the reduced work week. A grievance on the impact of the reduction of the work week schedule on any employee may be initiated at the third step of the grievance procedure.

In the event any employee has her/his hours reduced in accordance with this Article, the following shall apply:

- A. Notice of the reduction of hours shall include the number of hours to be reduced and the duration of time such a reduction shall exist.
  - B. The workload requirements of the affected employee will be commensurate with the number of hours the employee is scheduled to work.
  - C. No other office professional part-time position shall be created in the affected employee's department provided the affected employee has the current ability to satisfactorily perform the work available.
  - D. No non-bargaining unit employee shall perform the work formerly assigned to the affected employee.
  - E. No student assistants shall perform work formerly assigned to the affected employee.
  - F. The University will, prior to employing any new people in any department, give work opportunity to employees whose work week has been reduced, subject to the affected employees' current ability to satisfactorily perform the work available. In the event that there are employees on layoff status and employees with their work week reduced at the same time when vacancies occur, the employee with the most seniority shall have first claim on the job vacancy.
  - G. In the event the employee requests a reduction of work hours, and the University agrees, the above provisions shall not apply. The University or its designee will meet with the Union to discuss future conditions of the job.
77. **Reorganization or Phase-Out.** In the event that the University makes changes in its organizational structure, including the phase-out of departments or divisions or other sub-units which eliminates any bargaining unit position, the University shall inform the Union thirty (30) days prior to implementation. Employees affected by such changes shall be laid off in accordance with provisions of the Agreement.
78. **Hours of Work.** Employees shall be scheduled to work regular work weeks. A full-time employee's normal work week shall have specific starting and quitting times for each week. However, certain University departments maintain varied days and hours of operation to accommodate students and the public, and to meet business demands. The University may institute "summer hours."
79. **Alternative Work Scheduling Arrangement (Flextime).** Alternative work scheduling arrangements (flextime) are variations from a customary schedule which are mutually agreeable to the employee and her/his 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. A joint University/Union waiver of conflicting contractual provisions shall be necessary prior to implementation of such arrangements (except for reference to Section 81). Management is free to return to the customary work schedule when it deems that to be more appropriate.

80. **Changed Work Schedule.** In the event that an employee's specific starting and quitting times or specified work days are changed, the affected employee shall be notified in writing not less than ten (10) days of such change. The ten day notice can be changed by mutual agreement. The employee must respond within five (5) days of notice requesting her/his shift preference. If not agreeable, the bargaining unit employees within the department, as determined by the University, will have a one (1) time right to shift preference according to seniority. If no bargaining unit member exercises her/his right to shift preference, then the University may schedule the shifts on a rotating basis starting with the least senior employee.
81. **Rest Periods.** Employees shall be authorized by their immediate supervisors for a fifteen (15) minute rest period during each half shift of four (4) hours of work whether regular or overtime. If an employee's regular schedule on a given day is in excess of eight (8) hours, she/he will receive a rest period in the first half of that shift and another rest period in the second half of that shift. Such rest periods may not be accumulated by the employee nor used to leave work early or come in late. The supervisor shall schedule the rest periods.
82. **Lunch Period.** Each employee working a daily work schedule in excess of six (6) hours shall be granted a scheduled lunch period of thirty (30) minutes or sixty (60) minutes on each such day. The employee shall receive no compensation for this scheduled lunch period. The time of the lunch period may be changed at the employee's request and with the approval of her/his immediate supervisor.
83. **Overtime.** All overtime must be approved by immediate supervisor in advance of being worked.
- A. Employees wishing to be excused from overtime assignments may be accommodated provided sufficient other qualified employees capable of doing the work are available in the department and no additional costs for training will be incurred. If sufficient other employees capable of doing the work are not available, an employee scheduled to work will do so unless excused by the University. The University will give advance notice of overtime assignments when practicable under the circumstances.
- B. If an employee reports for scheduled overtime work and no work is available, she/he will receive three (3) hours of pay at her/his overtime rate.
- B. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.
84. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours per day and/or forty (40) hours per week.
85. An employee who is on vacation shall be paid time and one-half of the regular straight time rate when reporting for duty at the University's request. The employee's vacation balance will not be reduced for this time worked.
86. Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off within the pay period to replace the holiday, the employee will receive holiday pay in addition to the time and one-half for the time worked.

Those employees who are required to work the legal holiday will be paid the holiday pay rate. If the designated holiday is also worked, those employees will be paid at straight time.

87. For the purpose of computing overtime pay for over forty (40) hours in the employee's work week, a holiday, vacation day or sick leave day for which the employee received pay will be counted as a day worked.
88. **Student Employees.** Student employees shall not be allowed to perform work that would normally be performed by bargaining unit employees on an overtime basis. Such overtime work will first be offered to bargaining unit employees in the department before it is offered to student employees. This provision shall not operate to prevent student employees from doing work normally performed by student employees who are normally scheduled to work beyond the normal work day.
89. Compensation for approved overtime work will be computed to the nearest minute. Overtime pay shall be paid at the hourly rate for the period in which the overtime was earned.
90. **Compensatory or Equivalent Time.** Employees may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of forty (40) hours per week or eight (8) hours per day are to be considered as compensatory time and scheduled as one and one half (1½) hours for each overtime hour worked. However, at the request or concurrence of an employee, equivalent time off can be scheduled as straight time (hour for hour) for hours worked within a scheduled forty hour work week.
91. **Shift Preference.** An employee within a department will be granted shift preference within her/his classification on the basis of seniority as vacancies occur. Should a department either initiate or return to designated shift assignments, employees will be given shift selection by seniority.
92. **Work Shifts.** There will be three (3) work shifts in a twenty-four (24) hour period. A regular day shift would start no earlier than 5:00 a.m. A regular afternoon shift would start no earlier than 12:00 noon. A regular night shift would start no earlier than 8:00 p.m.
93. **Shift Differential Pay.** Employees who commence work during the second or third shift as designated in Article XII, Item 92, shall receive, in addition to their regular pay, thirty cents (30¢) per hour and forty cents (40¢) per hour, respectively, additional compensation. Such differential is to be added to total wages without increasing the hourly rate and will be paid for all hours worked on a shift.

### ARTICLE XIII

#### **POSTING AND FILLING VACANCIES**

94. **Notice of Vacancy.** Bargaining Unit position vacancies that occur and new positions established in the Bargaining Unit shall be posted within 30 calendar days unless the University notifies the Union that an extension is necessary. The vacancy notice to be posted shall include the following:
  - A. Date of the posting.
  - B. Date the posting period expires.
  - C. Department where vacancy exists.
  - D. Classification.
  - E. Pay grade and range.
  - F. Essential duties and responsibilities.
  - G. Required qualifications.

95. **Vacancy Specifications.** The required qualifications for the position shall relate to the essential duties and responsibilities of the position. The vacancy notice may contain desired qualifications which will not be used in considering internal bargaining unit applicants.
96. **Posting Period and Procedure.** A notice of any vacancy in the Bargaining Unit shall be listed on the campus-wide communication system, for a minimum period of five (5) working days.

Vacancies in pay grades one, two, three, four, and five and all UAW temporary positions will be open to all applicants during the initial posting period. Bargaining unit employees must apply during the initial posting period to be considered a seniority applicant.

Bargaining unit members will be entered on the bid list in order of seniority. The opportunity to fill the vacancy will first be given to qualified seniority employees. If no such applicant is awarded the position, the employer may fill the vacancy at its discretion. Probationary UAW members may be considered at this time.

97. **Application for Vacancies.**
  - A. A bargaining unit employee may bid for the posted position by submitting a letter of application and resumé to the Human Resources Department. The Director of Labor will notify all bargaining unit bidders within a reasonable time frame not to exceed 25 working days why they are not qualified or if a more senior candidate is selected for the position. Employees cannot successfully bid more than twice in any twelve (12) month period unless approved by the University. A bid for a position shall not adversely affect an employee's status in their present position.
  - B. Each candidate is responsible for ensuring her/his application for a position vacancy accurately sets forth those job skills, experiences, training, and other qualifications she/he desires the University to consider in evaluating her/his candidacy.
  - C. An employee who is promoted or transferred will be given a reasonable period of time from ten (10) to twenty-five (25) actual days worked in the new position to demonstrate competent performance. During this period of time, the employee will receive a normal orientation. (Normal orientation means the usual or ordinary exposure to those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position.) If competent performance is not demonstrated, or the employee wishes to withdraw, the employee will be returned to her/his former position, if vacant, or to a vacancy at the same level at management's discretion. In the case of competent performance not being demonstrated, the employee and the Union will be notified in writing by the Director of Labor as to the reason for removal. The Employee will notify the Director of Labor in writing, with a copy to the Steward, if they wish to withdraw. In either case she/he will receive her/his former wage plus any scheduled increase.

98. **Vacancy Interviews.** The University will begin the interview process with the senior qualified candidate. Before the department continues the interview process with the next qualified senior candidate, the Director of Labor or her/his designee must approve the disqualification of the senior candidate. A senior employee can be selected without less senior employees being interviewed. The University will fill posted job vacancies with qualified employees within a reasonable time frame not to exceed 25 working days after the posting period. If the position has not been filled within the twenty-five (25) working days, a Special Conference will automatically be scheduled within five (5) working days. This Special Conference will be attended by the Union Bargaining Team, the Director of Labor, the Hiring Supervisor and the appropriate Chair/Dean/Director. This Special Conference may be waived upon joint approval of the Union President and the Director of Labor.

99. **Seniority Application.** In the event two (2) or more bargaining unit employees apply for a position, the employee with the most bargaining unit seniority must be deemed not qualified before the next application is screened. Possession of the minimum posted qualifications is no assurance of hire. The University may consider the following in determining qualifications:

- A. Job related interpersonal skills.
- B. Past records (no disciplinary record in excess of two (2) years) and references.
- C. Outside employment history.
- D. Any skills or education the employee desires the University to consider.

100. **Position Offer.** The successful applicant will be notified by the Director of Labor of the position offer and must accept or reject the offer within 24 hours. All bargaining unit employees who were interviewed and not selected to fill the vacancy will be notified by the Director of Labor within five (5) working days following the acceptance of the offer.

Upon request to the Director of Labor, unsuccessful applicants will be told, in general terms, why they weren't selected and will be assisted on how they might improve their opportunity for advancement.

When an employee is the successful bidder to a classification in a higher pay grade, the employee shall receive an increase of one dollar (\$1.00) per hour per grade, or the minimum of the new pay grade, whichever amount is greater. When an employee is the successful bidder to a classification in their current pay grade, the employee's pay rate will not be reduced. In a lateral transfer, upon management's discretion, the department may give the successful bidder a raise, not to exceed seventy cents (70¢) per hour.

101. **Accelerated Grievance Procedure—Posting and Filling of Vacancies.**

- A. The parties agree to accelerate the normal grievance procedure for grievances that arise under this Article as follows:

**Step I.** When a potential grievance arises concerning the qualifications of an employee for a position or the selection of the successful applicant for a position, the Union representative will inform the Director of Labor of the potential grievance within three (3) working days of that notification. The University will, within two (2) working days, schedule a meeting which will include the Director of Labor or his/her designee, the appropriate University supervisor, if applicable, the employee, and the Union's District Representative under whose jurisdiction the potential grievance falls, to discuss the potential grievance and attempt to reach a resolution.

**Step II.** If the potential grievance is not resolved at the Step I meeting, the Union will reduce such grievance to a formal written grievance within two (2) working days and submit it to the Director of Labor. The written grievance will be a subject of discussion at the Step III meeting in accordance with the grievance procedures as outlined in Article VII.

- B. All provisions of Article VII following Step III remain in effect under this accelerated procedure.

## ARTICLE XIV

### **FRINGE BENEFITS**

- 102. **Sick Leave.** Sick leave begins to accumulate with the first date of employment but does not become available to employees until completion of two weeks of employment.
- 103. **Accrual of Sick Leave.** Sick leave accrues biweekly at the rate of four (4) hours for each two (2) weeks of employment except that,
  - A. Maximum sick leave accrual is one hundred thirty-two (132) days.
  - B. Part-time employees shall accrue sick leave in proportion to straight time hours employed each pay period.
  - C. Full-time employees must have 40 hours of paid employment each pay period to accrue any sick leave.
  - D. Part-time employees who become full-time without a break in service, will retain their previously accrued sick leave.
- 104. **Voluntary Sick Leave Pool.** Each bargaining unit member employed at least 3/4 time (30 hours per week for 9 months) will be given the opportunity to participate in the voluntary sick leave pool program.

Employees being paid by hours from the sick leave pool will not accrue vacation or sick leave and are not entitled to holiday pay.

Open enrollment period shall be the month of April of each calendar year.

- 105. **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.
  - A. Personal illness, injury, quarantine or disability.
  - B. Medical appointments and dental appointments.
  - C. Time for the employee to serve as pallbearer or to attend a funeral.
  - D. To compensate an employee for the difference between payments received under the Worker's Disability Act and the employee's regular wages.

106. Sick leave is available for the employee to serve as a pallbearer or to attend a funeral.
107. **Bereavement Leave.** When an employee's Spouse, Children, Mother, Father, Sister, Brother, Grandmother, Grandfather, Grandchildren, Great-Grandchildren, Step-Parents, Step-Children, Father-In-Law, Mother-In-Law, Sister-In-Law, Brother-In-Law, Son-In-Law, Daughter-In-Law, Legal Guardian, Aunt, Uncle, Niece, Nephew, or significant other (an individual with whom the employee has had a continuing personal living arrangement which existed over an extended period of time) dies, the employee will be allowed three (3) days bereavement leave to attend the funeral or service and/or to make arrangements without loss of pay. If additional time off is needed, the employee may request the use of sick time, accrued vacation, compensatory time or leave of absence without pay.
108. **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.
109. **Advance Sick Leave.** Sick leave shall not be allowed in advance of being earned.
110. **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, upon re-employment by the University, shall, be credited with any unused sick leave previously earned. Such re-employment must take place within ninety (90) days after discharge or release from active duty.
111. **Payment .** All payments for sick leave shall be made at the employee's current rate of pay.
112. **Medical Examination.** At the conclusion of an employee's sick leave, the University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine fitness to return to work.
113. **Notification.** All employees are required to notify their immediate supervisor or designated representative when they will be absent from work for any reason and to state the reason for their absence. If employees find that they will be absent from work longer than first anticipated, they must notify their supervisor at least once a day, unless other arrangements have been made with the supervisor.

If unable to contact a supervisor, advise the University operator at 487-1885 of your name, department, name of immediate supervisor and the reason for the absence.

If sick leave is being requested in advance of the absence (doctor's appointment, etc.), the employee must complete an Absence Request in duplicate.

114. **Incentive Compensation Days.** Each bargaining unit employee who uses six (6) days or less sick leave time in a calendar year, and has completed their probation period will receive one (1) day compensation time to be used at a time mutually agreed upon between the employer and the employee, pursuant to Article II, Section 4A in regards to normal work day.

Each employee who uses one (1) day or less of sick leave will receive two (2) days of compensation time, pursuant to Article II, Section 4A.

Employees employed less than 12 months will have their compensation hours and sick leave hours used, prorated by Full-Time Equivalent (FTE).

Sick Leave usage as defined in Section 106 will not be considered as sick leave days for this incentive program.

115. **Personal Time Off.** On August 1, of each year, employees will be granted personal time off based on an employee's seniority date after successfully completing probation.

Personal time off may be used in one (1) hour increments and shall be taken at the convenience of the department, office or division in which the employee works. The University insures the employee the opportunity to use personal time off hours. Unused personal time off cannot be carried over into the following year or paid out upon termination of employment from the University.

Part-time and 9/10 month employees will be granted personal time off in proportion to the straight time hours employed.

Employees will be granted personal time off based on their seniority date as of August 1, as follows:

<b>Time Worked</b>	<b>Hours Granted</b>
After completion of probation	8 hours
Year 1 through Year 15	8 hours
Year 16 and subsequent years	10 hours

116. **Additional Time-Off with Pay.** Should the University institute additional time-off with pay for non-represented employees, all eligible bargaining unit members will be included. Calculations for part-time employees are per section 124.
117. **Safety Committee.** Given the existence of the Staff Safety Committee, the Union will designate a member or members (not more than 2) to serve.
118. **Staff Recognition Programs.** Employees in the bargaining unit are eligible to participate in the following staff programs and any other program or programs deemed by the University as a Staff Recognition Program.
- A. Staff Recognition Awards
  - B. Employee Excellence Awards
  - C. Wellness Program
  - D. GM Incentive Program
  - E. Ford Incentive Program
  - F. Professional Development Program
119. **Michigan Tech Promotional Support Program.** Each bargaining unit member may participate in the Michigan Tech Promotional Support Program.

120. **Discount Program at the University Bookstore and University Images.**

All UAW Local 5000 members will be eligible for a special "UAW Discount" at the University Bookstore and University Images of an additional 5% during the 20% Appreciation Days.

In addition, one (1) coupon per member that would entitle bearer to 25% off any one (1) item throughout the academic year that can be used only for non-discount days.

In addition, the University will sponsor a UAW Appreciation Week in which members would be offered a 20% discount during a designated week selected by the University.

The University has the right to exclude such items as: Textbooks and electronics.

A calendar will be produced by the University for the UAW membership identifying the dates of major discount days.

121. **Vacation.** Vacation shall be taken at the convenience of the department, office, or division in which the employee works. The University insures the employee the opportunity to use vacation hours accrued. Vacation may not be scheduled immediately prior to retirement or other termination.

Vacation is not allowed in advance of being earned. When earned vacation time is exhausted, the employee must return to work or request a leave of absence.

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

Illness during an employee's vacation may be charged to sick leave subject to the approval of the supervisor. A physician's statement or sworn affidavit may be required to substantiate the type and duration of the illness.

Required attendance at military reserve or National Guard camp may, if an employee so chooses, be charged against vacation. However, such attendance is covered by the policies governing leaves of absence for military duty.

An employee, while on sick leave, who exceeds the limit of accrued vacation, shall have vacation charged in lieu of sick leave until the vacation credit no longer exceeds the limit. Should an employee eligible for vacation be discharged or resign from the employment of the University, all accumulated vacation is paid to the employee at their regular rate of pay. In case of the death of an eligible employee, payment of unused vacation is made to the designated beneficiary at their regular rate of pay.

122. **Vacation Time.** Vacation time begins to accumulate with the first day of eligible employment but does not become available until the completion of probation.

Employees will accrue vacation time biweekly at the following annual rates:

First year .....	Five days
Second year through Fourth year .....	Ten days
Fifth year through Seventh year.....	Fifteen days
Eighth year through Twelfth year .....	Eighteen days
Thirteenth year through Seventeenth year.....	Twenty-one days
Eighteenth year and subsequent years.....	Twenty-four days

In no event shall unused vacation time be accumulated beyond thirty (30) days. Part-time employees accrue vacation in proportion to the straight time hours employed in each pay period and are subject to all other provisions as stated in this vacation policy.

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. 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.

Full-time employees must have 40 hours of paid employment each pay period to accrue any vacation time.

All payment for vacation time shall be made at the employee's current rate of pay.

123. **Holidays.**

DEFINITION - EMPLOYMENT STATUS. A state of employment, either actively at work, on vacation, or sick leave.

The University recognizes certain days of historic importance as holidays and pays employees for time off on these days in accordance with special eligibility rules. If the University institutes a paid time-off during the Christmas season or for Martin Luther King, Jr. holiday, bargaining unit employees will be included.

An employee will be paid for each holiday provided that the employee has one day of compensation in the week of the holiday, except for those employees in units that are non-operational between Christmas and New Year's. For 9 and 10 month employees, holiday pay is only available during their appointment period.

Holidays during vacation or sick leave are not counted as part of vacation or sick leave time.

The paid Holiday schedule for 2010-2011 is as follows:

Labor Day.....	Monday, September 6, 2010
K-Day (1/2 day).....	Friday, September 10, 2010
Thanksgiving.....	Thursday, November 25, & Friday, November 26, 2010
Christmas.....	Thursday, December 23, & Friday, December 24, 2010
New Year's.....	Thursday, December 30, & Friday, December 31, 2010
Good Friday (1/2 day).....	Friday, April 22, 2011
Memorial Day.....	Monday, May 30, 2011
Fourth of July.....	Monday, July 4, 2011

Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off within the pay period to replace the holiday, the employee will receive holiday pay in addition to the time and one-half for the time worked.

Those employees who are required to work the legal holiday will be paid the holiday pay rate. If the designated holiday is also worked, those employees will be paid at straight time.

- 124. **Part-Time Employees.** Eligible part-time employees receive holiday pay in proportion to straight time hours worked in the pay period in which the holiday falls.
- 125. **Group Health Insurance.** 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 in the comprehensive group medical insurance plan currently available to the University as a whole.

**POLICY**

All regular employees who are normally scheduled to work at least thirty (30) hours per week are eligible for Group Health Insurance.

Employees terminating their employment at the University have the opportunity to continue their health insurance coverage under the C.O.B.R.A. plan. The monthly premium must be fully paid by the employee.

- 126. **Employee Education Program.** Employees may take nine (9) credits per semester, non-transferable, under the same terms as current policy. If at any time during the life of this agreement the Board of Control and/or the University enhances this policy, all bargaining unit employees shall receive the same.

**A. Eligibility for Employee Education Program**

- 1. Full-time employees are eligible to participate in the employee education program.
- 2. Part-time employees are eligible to participate based on their current Full Time Equivalent (FTE) of the 9 credits allocated.

3. Applicants for the program must be in the active employment of the University for the entire duration of the course.
4. The Employee Education Program is only available for courses offered at Michigan Technological University.
5. Laid off employees will be eligible for the employee education program for a period equal to the seniority the employee had acquired at the time of the layoff or three (3) years, whichever is shorter.

#### **B. General Conditions**

1. Prior to enrolling in a course, employees must obtain the approval of the supervisor and must have the billing statement validated by the Human Resources Department.
2. The course approved must be one which offers individual enrichment and/or professional development.
3. Employees shall have their tuition and academic fees (lab and computing fees) waived. Employees must pay for the cost of books, supplies and equipment.
4. Employees participating in the program are subject to the general regulations and course pre-requisites published in the current catalog.
5. Employees may be approved for enrollment in courses by the Registrar, only if space is available in that course.
6. Employees participating in this program must take vacation or time off without pay for work time lost for class attendance. It is understood that should a supervisor, with the approval of the Human Resources Department, require an employee to attend a course that is directly related to duties of the employee's position, time spent in class or laboratory only is considered time worked for which the employee would not suffer loss of time or pay.
7. Courses may be audited or taken for credit.
8. Employees who, because of circumstances beyond their control (i.e., shifts in workload, illness, etc.) have to drop a course after the refund date, may request that the tuition and academic fees be waived. This request should be made through their direct supervisor with final approval obtained from the Provost.

127. **Tuition Reduction Incentive Program (TRIP).** The University will offer to eligible bargaining unit employees the Tuition Reduction Incentive Program in accordance with the established provisions at the time of application.

Laid off employees will be eligible for the tuition reduction incentive program for a period equal to the seniority the employee had acquired at the time of the layoff or three (3) years, whichever is shorter.

128. **Temporary Assignment Pay—Higher Pay Grade.** An employee assigned on a temporary basis to perform those duties and responsibilities characteristic of the duties and responsibilities of a classification in a higher pay grade will receive an additional one dollar (\$1.00) per hour or the minimum rate for the classification, whichever is greater, during the assignment. Prior to any temporary assignment being offered, the supervisor must provide Human Resources with a list of additional duties. Human Resources will determine the appropriate pay grade and notify the supervisor. Such temporary assignment must be for at least one full week and must be made in writing to the employee.

If an employee believes that such a written assignment should be, or should have been made, and was not, a written request for review may be directed to the Human Resources Department with a copy to the employee's supervisor. The Union President will be notified by the Human Resources Department prior to any temporary assignments to a higher pay grade.

129. **Temporary Assignment to Non-UAW Position.** When a temporary non-UAW position becomes available, a department may offer it to a bargaining unit employee within that department. The salary will be determined by the Human Resources Department. The duration of the position will be up to six (6) months but may be extended by mutual agreement. Seniority will accrue during this time (Section 58 does not apply). Employee will not be entitled to any longevity payment nor will longevity accrue during the temporary assignment. At the termination of the temporary assignment the employee will return to her/his previously held UAW position and receive the former rate of pay plus any scheduled increase.

130. **Longevity - Non-Exempt Only.**

**POLICY**

All bargaining unit employees who are in the active service of, or on approved leave of absence from, the University shall be eligible to receive longevity pay according to the following rules and schedule of payment:

1. Longevity pay shall be based on an employee's length of continuous non-exempt status with the University.
2. Eligible employees completing the year of service indicated on the schedule below, shall receive the additional amount added to their wage rate. The University will use the employee's longevity date and will add the additional hourly rate to the employee's wage rate.
3. Longevity Pay Schedule.

<b>Continuous Non-Exempt Service</b>	<b>Additional Hourly Rate</b>
Upon completion of the 5 <sup>th</sup> year	\$.24
Upon completion of the 10 <sup>th</sup> year	\$.13
Upon completion of the 15 <sup>th</sup> year	\$.13
Upon completion of the 20 <sup>th</sup> year	\$.13
Upon completion of the 25 <sup>th</sup> year	\$.13
Upon completion of the 30 <sup>th</sup> year	\$.13
Upon completion of the 35 <sup>th</sup> year	\$.13

131. **Long Term Disability Insurance.** The University provides, at no cost to the employee, group long term disability insurance for all full-time and part-time employees (30 hours per week with a 9 month appointment or greater). This insurance provides protection and security to an employee in the event of serious accident or lengthy illness.

The insurance benefit is sixty percent (60%) of the first \$5,000 of base monthly salary. In no event will the total monthly income benefit from all sources exceed \$5,000. Any retirement income, social security income of the employee and the employee's spouse and dependents, or income from Worker's Compensation is deducted from security income, or income from Worker's Compensation is deducted from the long term disability income with a minimum payment of fifty dollars (\$50.00) per month guaranteed by the Long Term Disability Insurance in addition to other payments. Benefits are paid as provided in the insurance policy. The insurance company will provide the monthly benefit in accordance with the terms and conditions of the University's master policy, after an elimination period of six (6) months (approximately equivalent to the one hundred thirty-two (132) sick leave days which may accrue to the employee under the provisions of the University's sick leave plan).

During the period of disability, the insurance company will contribute to a retirement annuity for the disabled employee, as stated in the master policy.

132. **Child Care.** Employees will be eligible to participate in the Michigan Tech Little Huskies Development Center.

133. **Blood Donation.** Release time of two (2) hours will be granted to employees to donate blood.

134. **Leaves Without Pay.**

- A. Leaves of Absence are available to non-probationary employees.
- B. Any request for a leave of absence shall be submitted in writing to the supervisor, with a copy to the Steward. The request shall state the reason the leave is being requested and the length of time off the employee desires. A request for an extension to a leave requires the same written procedure as the initial request.

Written communication will be received by the employee from the Human Resources Department confirming the approved leave and dates or rejecting the request for leave of absence. If the leave is approved, confirmation will also be given to the employee stating which determination will be followed in the return from leave (See Section 134 C.).

- C. At the time of the initial request and any request for extension of a leave of absence without pay, the Director of Labor, in conjunction with the employee's supervisor if applicable, shall make one of the following determinations:
1. The employee's position will be held open for her/him.
  2. The employee's position cannot be held open, but a comparable position will be available in the department.
  3. The employee's position is not held. (In the event the leave without pay is not subject to the Family and Medical Leave Act of 1993, FMLA.)

- D. Failure to return from a leave of absence as scheduled, failure to request an extension of the leave of absence, or failure to successfully secure a bargaining unit position prior to the expiration of the leave of absence will result in termination of employment.
- E. Bargaining Unit seniority will accumulate during an unpaid leave of absence.
- F. Leaves of Absence without pay may be granted and extended up to one (1) year or to the extent of the employee's unit seniority, or a combination of unit seniority and university employment in a regular position, whichever is shortest unless specified in sections below.
- G. Accrued Sick and Vacation Time. An employee granted a leave of absence without pay under this Article shall retain all accumulated sick leave and vacation leave accrued as of the date of the leave while on such leave.

An employee does not accumulate sick or vacation leave while on a leave of absence without pay.

135. **Personal Leave of Absence.** The following, by way of illustration and not limitation, are examples of reasons that an employee may be granted a personal leave of absence: Family or personal responsibilities, educational opportunities, etc.

See Section 134. A leave of absence will not be granted for the purpose of obtaining employment elsewhere.

136. **Medical Leave of Absence for Illness or Disability.** An employee may be granted a medical leave of absence without pay due to illness or disability for such period of time as her/his physician shall state that she/he is unable to work, up to a maximum of one (1) year as described in Section 134. A statement from the physician is required to return to work. All procedures for medical leaves comply with the FMLA.

The University may, at its option and without cost to the employee, require that a physician or physicians of its choosing examine the employee prior to, during, or following a medical leave for illness or disability.

137. **Military Leave.** An employee will be granted a military leave of absence without pay for a normal tour of duty. This applies to employees who are inducted through the Selective Service, voluntarily enlist or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

An employee returning to work from a military leave of absence shall be given her/his former job or a job of like status and pay, unless the University's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from military leave must be made within ninety (90) calendar days after her/his release; otherwise, she/he shall not be eligible to return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from military leave shall be limited by applicable laws and regulations.

138. **Union Business Leave.** 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 University may, at the written request of the Union, be granted leaves of absence without pay for periods not to exceed two (2) years as described in Section 134, 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.
139. **Political Leave.** A bargaining unit member, when elected or appointed to an office of public service which requires the employee to serve full-time in order to fulfill the obligations of the office, shall be granted a leave of absence without pay for the period of the employee's service in office. A leave of absence for a period of one (1) year or more for political leave may be renewed annually in response to a written request received prior to the expiration of the leave.
140. **Return from Leave.** If the approved leave of absence was made pursuant to Section 134 C. 1 or C. 2, the employee shall return to work on the date specified in the confirmation letter.

If the approved leave of absence is made pursuant to section 134 C. 3 (position not held open) the employee will follow these procedures. At least two (2) weeks prior to the expiration of a leave or extension the employee will notify the Human Resources Department, in writing, of their desire to return to work. At that time, they will follow procedures as outlined in Article XIII, Posting and Filling Vacancies, of this contract. The bargaining unit member's opportunity to apply for vacancies shall continue for the lesser of, one year or length of seniority or until the bargaining unit member has turned down two (2) interview opportunities or one (1) job offer.

The employee's seniority accrual will cease upon the expiration of the approved leave of absence and will resume upon successfully securing a bargaining unit position.

141. **Return from Union Business or Political Leave.** An employee who is returning from Union Business or Political leave shall notify the University in writing of her/his intent to return at least twenty (20) days in advance of the date of her/his intended return. The employee will be placed, as outlined in paragraph 140, in the first vacant position for which the employee is qualified and which most closely approximates the pay grade of the employee prior to the leave of absence and provided the employee would otherwise have maintained seniority recall rights.
142. **Pay Upon Return From a Leave.** An employee who returns from a leave of absence without pay to a position within the same pay grade shall be returned to the same pay rate that she/he was in before going on leave. When a general pay increase occurs while the employee is on leave, her/his pay upon reinstatement will be increased by such general increase. An employee who returns from a leave and is reinstated in a pay grade different from the grade she/he held before going on leave shall have a pay rate established at the time of her/his reinstatement.
143. **Benefits While on Leave of Absence Without Pay.** The University will bear the cost of continuation of current health benefits for bargaining unit employees who take approved family or medical leaves without pay for up to twelve weeks, consistent with and in compliance with the Family and Medical Leave Act of 1993 (FMLA) .

Employees who take leaves of absence without pay not covered by the FMLA may choose to continue medical benefits at their own cost. Such an employee shall contact the Benefits Office prior to the beginning of the leave to arrange for applicable continuation of coverage. Such continuation is subject to the provisions and limitations of the group benefits policies. In no event shall benefits continuation exceed one (1) year from the commencement of the initial leave of absence, except where mandated by applicable federal and/or state law. Upon return from the leave of absence, the employee shall contact the Benefits Office to re-enroll for benefits coverage. Benefits coverages are not automatically reinstated upon return from leave.

144. **Jury Duty and Witness Service** . An employee who loses time from work during her/his normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at her/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 they were eligible to receive for each day.

An employee temporarily excused from attendance at court shall report for work during the excused period.

145. **Life Insurance.** The University will provide to all eligible employees, life insurance benefits and basic death and dismemberment insurance as provided in the University Group Life Insurance Plan. Additional insurance coverage may be purchased through the University.
146. **Retirement.** The University will continue to participate in the retirement plan as required by State law.

Employees first employed on or after January 1, 1996, are eligible for participation in a defined contribution retirement program as made available through the University and selected by the employee. The program will begin effective date of hire. Eligible employees include those hired into position with an annualized full-time equivalent (FTE) of .5 or greater.

Employees in the bargaining unit will be offered the same enhanced early retirement option being offered to employees not covered by a collective bargaining agreement.

Employees in the bargaining unit have the option of participating in the Retirement Supplemental Voluntary Program (RSVP), subject to the current provisions of the program.

147. **Union Use of Facilities and Services.** The University will continue to provide the Union with office space. It is currently located in the Administration Building. If changed, it will remain on the central campus. The University will continue to make facilities and services available to the Union under the same terms as it currently does to any non-University affiliated group.

148. **Bulletin Boards.** The University will provide the Union with four (4) bulletin boards located at mutually agreed upon sites. The four sites are as follows:

- Administration Building
- Memorial Union Building
- Student Development Complex
- Walker Arts and Humanities Center

In the event the University intends to change an agreed upon location, the parties will meet to determine another mutually agreeable site. The size of these boards shall be sufficient to post four (4) 8.5 by 11 inch Union notices. Such notices must be signed by the Union President.

The notices, although not limited to the following, shall be of the following type:

1. Union Meetings
2. Union elections and appointments
3. Results of Union elections
4. Recreational, social and education programs of the Union

In the event that a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Director of Labor of the nature of the dispute and notices will be removed from bulletin boards until the dispute is resolved.

149. **Reclassification Audit Language.** An employee whose position has not been audited for at least six (6) calendar months, and whose work has been substantially changed in character, other than volume only, so that there is reason to believe that her/his assigned basic duties and responsibilities are not inherent in her/his current Appendix II classification according to its description, but that, in fact, they are the essence of another such classification, may submit a Position Audit Request in order to determine whether she/he is misclassified.

A. A Position Audit Request form (available from Michigan Tech Human Resources) must first be submitted to the employee's immediate Supervisor who will respond to the request within ten (10) working days of receipt from the employee. If the supervisor fails to return the audit request form to the employee within ten (10) working days, the employee shall have the right to forward the audit request form to the Director of Labor to begin the position audit process.

B. Within fifteen (15) working days after its receipt, the Director of Labor or his/her designee will consider the request to determine the level of the employee's current duties and responsibilities. The Director of Labor or his/her designee will render its decision within fifteen (15) working days after being convened. The employee will be provided written explanation of the determination. The employee has the right to appeal the decision, in writing, to the Director of Labor or his/her designee within 10 working days of notification.

C. If the employee appeals the determination, within ten (10) working days the Director of Labor or his/her designee shall convene the Position Evaluation Committee and require such audit to be performed. The audit shall be performed within twenty (20) working days after convening and the results communicated in writing to the employee, her/his immediate Supervisor, and the Director of Labor. The determination of the Position Evaluation Committee shall be accepted by all parties as conclusive in determining the employee's appropriate Appendix II classification.

D. The Position Evaluation Committee has been established to preside over the appeal

process. The Committee will be comprised of two (2) employees appointed by the University and two (2) bargaining unit employees appointed by the Union. The University's designee shall serve as an ex-officio member of the Position Evaluation Committee. The members of the committee will be rotated on a regular basis.

- E. Should the audit process reveal that the employee is misclassified, the University may either discontinue assigning the employee those duties and responsibilities found not to be inherent in her/his current classification, or reclassify her/him to the particular position determined by the audit process to be proper. If reclassified to a position in a higher pay grade effective with the first pay period following the date at which the Position Audit Request was submitted, the employee's annual salary shall be increased by one dollar (\$1.00) per hour per pay grade or to the minimum of the pay grade for the new classification, whichever is greater. If the audit causes an employee to be reduced in classification to a lower pay grade, the employee's current salary shall be maintained.
- F. Any of the time limits specified above may be extended by mutual agreement to permit the University additional time reasonably necessary for the orderly conduct of its audit responsibilities hereunder.
- G. In the event an employee is at any time reclassified to a position in a lower pay grade as a result of a reduction in her/his assigned duties and responsibilities by the University the employee's annual salary shall be maintained.
- H. The bargaining unit and the university will form a committee to evaluate, review, and revise as appropriate the Position Audit Request Form and the Audit Request Tool. Modifications to the form and the tool will be completed by August 1, 2011.

150. **Performance Evaluations.** Bargaining unit employees or supervisors may request a performance evaluation. Both parties must agree and complete the request form which can be obtained from the Human Resources Department.

This evaluation will become part of the employee's personnel file. If the employee chooses not to have an evaluation, it will not adversely affect the employee's status in their present or future positions.

151. **Wages.** For the duration of this contract, if any segment of the University's employees receives a wage increase or additional compensation across the board, the bargaining unit members will receive the same average percentage increase or compensation.

## ARTICLE XV

### NON-SOLICITATION

152. 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 University, whether represented by the Union or not, with respect to her/his work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership. There shall be no solicitation of non-bargaining unit employees for Union membership on University time.

## ARTICLE XVI

## **STRIKES AND LOCKOUTS**

153. A. The International Union United Automobile, Aerospace and Agricultural Implement Workers and Local 5000 UAW, 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 University agrees it will conduct no lockout during the term of this Agreement.

## **ARTICLE XVII**

### **COMPLETE AGREEMENT**

154. This contract represents the complete Agreement between parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties. This specific language will not result in the denial of any current economic benefit enjoyed uniformly by bargaining unit employees without negotiations of the parties.

## **ARTICLE XVIII**

### **MANAGEMENT RIGHTS**

155. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to (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 right 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 have affected employees tested when mandated by federal or state regulations; (5) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; and (6) 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.

## ARTICLE XIX

### TERMINATION OR MODIFICATION

156. This Agreement shall remain in full force and effect until August 1, 2011.

- A. 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 current year's termination date.
- B. 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.
- C. Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the Recording Secretary of Local 5000 with a copy to the Director of Region 1D, UAW, and if to the University, addressed to the Director of Human Resources, Michigan Tech University, or to any such address as the Union or the University may make available to each other.

**APPENDIX I**

**SPECIAL OFFICIAL APPLICATION FOR MEMBERSHIP**  
**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT**  
**WORKERS OF AMERICA (UAW)**  
**DETROIT, MICHIGAN 48214** Date \_\_\_\_\_

Name \_\_\_\_\_ L. U. No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Dept. \_\_\_\_\_ Social Security No. \_\_\_\_\_

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts requiring the continuance of my membership in said Union as a condition of my employment or continued employment, and contracts requiring the employer to deduct, collect, or assist in collecting from my wages or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan any dues and fees payable to said Union; and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, of any other representative for any of such purposes.

I further irrevocably designate, authorize and empower the said Union exclusively to appear and act for me and in my behalf before any board, court, committee or other tribunal in any matter affecting my status as an employee, or as a member of said Union, and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship as fully and to all intents and purposes as I might or could do if personally present.

I pledge my honor to faithfully observe the Constitution and laws of this Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



(Applicant's Signature) \_\_\_\_\_  
(Witness) \_\_\_\_\_

**AUTHORIZATION FOR CHECK-OFF OF DUES**

TO THE \_\_\_\_\_ COMPANY Date \_\_\_\_\_

I hereby assign to Local Union No. \_\_\_\_\_, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present to in any future employment by you), such sums as the Financial Officer of said Local Union No. may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

_____ (Signature of Employee here)	_____ (Address of Employee)
_____ (Type or print name of Employee here)	_____ (City) (State) (Zip)
_____ (Date of Signature)	_____ (Social Security Number) (Date of Delivery to Employer)
_____ (Employee Clock Number)	

**APPENDIX II**  
**(Effective August 1, 2009)**

<b>Pay Grade Titles and Pay Rates</b>		
<p style="text-align: center;"><b>PAY GRADE LEVEL 1</b>  <b>\$8.90 - \$11.70</b></p> <ul style="list-style-type: none"> <li>• Library Assistant 1</li> <li>• Office Assistant 1</li> </ul>	<p style="text-align: center;"><b>PAY GRADE LEVEL 2</b>  <b>\$9.60 - \$12.60</b></p> <ul style="list-style-type: none"> <li>• Library Assistant 2</li> <li>• Office Assistant 2</li> </ul>	<p style="text-align: center;"><b>PAY GRADE LEVEL 3</b>  <b>\$10.30 - \$13.50</b></p> <ul style="list-style-type: none"> <li>• Library Assistant 3</li> <li>• Office Assistant 3</li> <li>• Secretary 3</li> </ul>
<p style="text-align: center;"><b>PAY GRADE LEVEL 4</b>  <b>\$11.00 - \$14.40</b></p> <ul style="list-style-type: none"> <li>• Cashier</li> <li>• Financial Assistant 4</li> <li>• Library Assistant 4</li> <li>• Office Assistant 4</li> <li>• Operator/Dispatcher</li> <li>• Secretary 4</li> </ul>	<p style="text-align: center;"><b>PAY GRADE LEVEL 5</b>  <b>\$11.70 - \$15.30</b></p> <ul style="list-style-type: none"> <li>• Financial Assistant 5</li> <li>• Library Assistant 5</li> <li>• Office Assistant 5</li> <li>• Secretary 5</li> </ul>	<p style="text-align: center;"><b>PAY GRADE LEVEL 6</b>  <b>\$12.40 - \$16.20</b></p> <ul style="list-style-type: none"> <li>• Library Assistant 6</li> <li>• Office &amp; Account Asst.</li> <li>• Secretary 6</li> <li>• Sr. Operator/Dispatcher</li> <li>• Staff Assistant</li> </ul>
<p style="text-align: center;"><b>PAY GRADE LEVEL 7</b>  <b>\$13.10 - \$17.10</b></p> <ul style="list-style-type: none"> <li>• Administrative Aide</li> <li>• Executive Secretary</li> <li>• Library Assistant 7</li> </ul>	<p style="text-align: center;"><b>PAY GRADE LEVEL 8</b>  <b>\$13.80 - \$18.00</b></p> <ul style="list-style-type: none"> <li>• Library Assistant 8</li> <li>• Senior Staff Assistant</li> <li>• Senior Executive Secretary</li> </ul>	

- Pay Rate is the employee's salary (Hourly rate or annualized).
- Pay Range is the minimum and maximum salary range within each pay grade level.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

**FOR UAW LOCAL 5000**

\_\_\_\_\_  
Barbara J. Ruotsala, President

\_\_\_\_\_  
Audrey L. Johnson

\_\_\_\_\_  
Sandra J. Kalcich

\_\_\_\_\_  
Mary T. Peters

\_\_\_\_\_  
Karen A. Wade

**FOR INTERNATIONAL UNION UAW**

\_\_\_\_\_  
Jim Tharp, International Representative  
Region 1D

\_\_\_\_\_  
Gerald Karian, Director  
Region 1D

**FOR THE UNIVERSITY**

\_\_\_\_\_  
Ellen S. Horsch Chair, University Team

\_\_\_\_\_  
Bonnie L. Roth

**FOR THE UNIVERSITY**

\_\_\_\_\_  
Glenn D. Mroz  
President

**Ratified by UAW - Local 5000 on December 14, 2010**

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