



AGREEMENT

between

LOCAL 1668 & COUNCIL 25  
OF THE  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES' UNION  
AFL-CIO

and

WESTERN MICHIGAN UNIVERSITY

AUGUST 2009 - AUGUST 2012



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## **AGREEMENT**

THIS AGREEMENT, made and entered into the 26th day of January, 2007, by and between WESTERN MICHIGAN UNIVERSITY, hereinafter referred to as "Employer" or "University", and LOCAL UNION NO. 1668 and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, MICHIGAN COUNCIL 25, hereinafter referred to as "Union";

### **WITNESSETH:**

The general purposes of this Agreement are to set forth the wages, hours and other working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees and the Union. Recognizing that the well-being of the Employer and the job security of the employees depend upon the Employer's ability to continue to provide the proper facilities for those whom the Employer serves, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

The provisions herein contained and the appendices attached hereto constitute the entire agreement between the parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually-satisfactory replacement for such provision.

Wherever the male pronoun is used in this Agreement it shall denote male and female gender.

### **ARTICLE 1 -- RECOGNITION**

1.§1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative in respect to wages, rates of pay, hours of work and all other conditions of employment for all of the Employer's full-time and regular part-time (as defined in 1.§1.4 below) Service Staff employees excluding temporary, irregular part-time and student help, professional employees, teaching faculty, administrative and office clerical employees, technical employees, safety and security personnel, printing department personnel, aircraft mechanic and supervisors. The Employer agrees that it will not recognize any other union or association as the collective bargaining representative for any of the employees covered by this Agreement.

1.§1.1 For the purpose of this Agreement, "temporary employees" shall be deemed to mean:

1.§1.1.1 Those employees who are hired for temporary jobs or to fill temporary vacancies other than those specified in 1.§1.1.2 and 1.§1.1.3 below for a period of employment which is not to exceed forty-five (45) calendar days.

1.§1.1.2 Those employees who are hired for seasonal employment during the Spring and Summer only in the Maintenance Services and Landscape Services groups, for the purposes of this Agreement, shall retain their "temporary employee" status during the period beginning with the end of the Winter term and ending with the start of the Fall term of school.

1.§1.1.3 Those employees who are hired to fill specific vacancies resulting from the prolonged absence of a regular employee due to illness, accident, or leave of absence.

1.§1.1.4 "Temporary employees" in the above categories shall not be transferred to regular employee status for the purpose of depriving eligible employees of their bidding rights. However, temporary employees will be allowed to bid on posted job openings as provided for in Article 7.§5.3.

1.§1.2 "Irregular part-time" employees shall mean those employees who work an average of twenty (20) hours or less per week during the fiscal year. In computing the average hours worked, only those weeks shall be included during which such employees actually performed work.

1.§1.3 "Student help" shall be defined as those employees of the Employer who are enrolled in the current semester or session (1) undergraduate and (2) graduate students of Western Michigan University, and who, in either case, work an average bi-weekly pay period of twenty (20) or less hours per week. During the spring/summer term, students may work an average bi-weekly pay period of thirty (30) or less hours per week, provided that they shall not work more than an average bi-weekly pay period of twenty (20) hours per week during any period within the spring/summer term that dining services employees who wish to work are not working.

1.§1.3.1 It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for students who, by definition, are excluded from the bargaining unit. However, it is understood and agreed that student workers who perform work of the sort covered by this Agreement are to be used solely for the purpose of complementing the bargaining unit and will not be used to deprive regular employees on the University's payroll of their regularly-scheduled work. It is further agreed that students will not be used in order to reduce bargaining-unit positions, i.e., filled full-time positions which become open due to attrition, and the positions of bargaining-unit employees who are permanently laid off under the provisions of 7.§10, and the seasonal positions as referred to in 7.§11.3 will not be split into two (2) or more part-time positions for the purpose of providing work opportunities for student employees.

1.§1.3.2 The Employer will furnish the Union each month with a list of all student workers performing work under this section.

1.§1.4 "Regular part-time" employees referred to in this Agreement are employees who are regularly scheduled throughout the year to work in excess of twenty (20) hours per week but less than full-time. Such employees are included in the bargaining unit.

1.§2 Foremen, supervisors, aircraft mechanic and safety and security personnel shall not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent foremen, supervisors and safety and security personnel from performing such bargaining-unit work as may be required for the purpose of instruction, inspection, experimentation and development work, or in emergency situations, from performing such bargaining-unit work in any classification when regular employees are not immediately available.

1.§3 All regular employees covered by this Agreement who, as of the date of ratification of this Agreement, are members of the Union and all employees who may thereafter join the Union shall, as a condition of continued employment, remain members thereof in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members. All present employees covered by this Agreement who, prior to the execution of this Agreement, were not members of the Union and all new employees covered by this Agreement who are hired on or after the date of ratification of this Agreement shall, as a condition of continued employment, become members of the Union immediately upon completing thirty (30) calendar days as a regular employee during their probationary period and shall maintain their membership in good standing therein to the extent of tendering payment of the initiation fee and regular union dues uniformly required of all Union members.

1.§3.1 It is understood and agreed that employees referred to in the last sentence of the above paragraph (1.§3), in lieu of becoming members of the Union as therein provided, may meet the requirements thereof by tendering payment to the Union each month of a fair and reasonable representation fee as established by the Union. The Union shall advise such employees of the amount of the representation fee.

1.§3.2 For those employees for whom properly-executed payroll deduction authorization cards are delivered to the Employer's Payroll Department, the Employer will deduct from their pay on a bi-weekly basis a PEOPLE deduction as per such authorization and shall remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the American Federation of State County and Municipal Employees Union, Michigan Council 25, 1034 North Washington, Lansing, Michigan 48906. The PEOPLE deduction will be included in the same check as the Union dues provided for in Article 1.§4 The Union agrees to indemnify any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of this section.

1.§4 For those employees for whom properly-executed payroll deduction authorization cards are delivered to the Employer's Payroll Department, the Employer will deduct from their pay on a bi-weekly basis the monthly Union dues or representation fee as per such authorization and shall remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the American Federation of State, County and Municipal Employees Union, Michigan Council 25, 1034 North Washington, Lansing, Michigan 48906. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this section.

1.§5 The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief, or physical handicap which does not impair the individual's ability to satisfactorily perform the required work, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of such employee's membership or non-membership in the Union.

1.§5.1 The Employer and the Union agree that the University's Affirmative Action Program is in the best interest of both and that they shall cooperate in endeavoring to achieve the objectives therein sought.

1.§6 The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during their working hours.

1.§7 It is agreed that the Employer will furnish the Union each month a list of the names of all employees who, during the preceding month, were hired, terminated, retired, placed on leave of absence, placed on long-term disability, worker's compensation, were awarded a bid on a unit-wide basis or promoted or transferred to jobs not within the jurisdiction of the bargaining unit.

1.§8 Employee Input: AFSCME employees in Building Custodial Support Services, Landscape Services, Maintenance Services, Dining Services, and Miscellaneous Divisions share with supervision and management the common goal of providing the best possible services to the students and the University community. The Union and the University agree that employee input into workplace questions is desirable and valuable and that employee views will be obtained by management through employee/management meetings, as well as in other ways such as are appropriate to each operation, which may include informal discussions, special conferences, Cooks' Meetings, Unit Meetings, and other procedures for suggestion and feedback. Such meetings shall be held in each division at least quarterly, unless otherwise agreed to by the parties.

1.§8.1 In addition, the University will select one (1) First Cook (from a list of seven (7) first cooks nominated by the Union) to serve on the Summer Menu Committee. The First Cook who serves on the Menu Committee will be paid at the Regular First Cook's rate for the hours of service on the committee.

**ARTICLE 2 -- REPRESENTATION AND UNION LEAVES**

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2.§. 1 For the purpose of representation, the geographical area covered by this Agreement shall be divided into representation districts, each of which shall be represented by a Union steward who shall be a regular employee working in the district. These districts are for the purpose of steward representation only. As of the date of this Agreement, the representation districts shall be as follows:

2.§ 1.1 Dining Service (those job classifications involved in the preparation and serving of foods and the cleansing of equipment and utensils used in connection therewith):

- (1) Valley No. 1
  - (2) Valley No. 2
  - (3) Valley No. 3
  - (4) John T. Bernhard Center
  - (5) Burnham
  - (6) Davis
  - (7) MSU/KCMS, Draper, Engineering College, Health and Human Services, and Bernhard Center
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2.§1.2 Building Custodial and Support Services (those job classifications performing custodial and carpet-cleaning work in the Dining Service areas, the student residence halls and the John T. Bernhard Center, and in other University buildings):

<u>DISTRICT</u>	<u>WORK WEEK</u>	<u>SHIFT</u>	<u>TIME CLOCK</u>
(1) Zone A	M-F	1 <sup>st</sup>	EWB
(2) Zone B	M-Su	All	EWB
(3) Zone C	M-Su	3 <sup>rd</sup>	EWB
(4) Zone D	M-F	1 <sup>st</sup>	EWB
(5) Zone E	M-F	1 <sup>st</sup>	EWB
(6) Zone F	M-F	2 <sup>nd</sup>	EWB
(7) Zone G	M-F	1 <sup>st</sup>	EWB
(8) Zone H	M-F	1 <sup>st</sup>	EWB
(9) Zone I	M-F	1 <sup>st</sup>	EWB
(10) Zone J	M-F	1 <sup>st</sup>	EWB
(11) Zone K	M-F	1 <sup>st</sup>	EWB
(12) Zone L	M-F	1 <sup>st</sup>	EWB
Campus Wide	M-F	1 <sup>st</sup> ,3 <sup>rd</sup>	EWB
Carpet Cleaners	M-F	All	EWB
Special Projects	M-F	All	EWB

2.§1.3 Skilled Trades Division (those job classifications involved in the trades maintenance functions):

Maintenance Services:

<u>REGION</u>	<u>WORK WEEK</u>	<u>SHIFT</u>	<u>TIME CLOCK</u>
(1) Work Region #1	M-F	1 <sup>st</sup>	Valley #1
(2) Work Region #2	M-F	1 <sup>st</sup>	Valley #1
(3) Work Region #3	M-F	1 <sup>st</sup>	Physical Plant
(4) Work Region #4	M-F	1 <sup>st</sup>	Physical Plant
(5) Work Region #5	M-F	1 <sup>st</sup>	Elmwood
(6) Work Region #6	M-F	1 <sup>st</sup>	Kohrman
(7) Work Region #7	M-F	2 <sup>nd</sup>	SRC
(8) Work Region #8	Su-Th	3 <sup>rd</sup>	Kohrman

Remodeling Services:

(9) Work Region #9	M-F	1 <sup>st</sup>	Physical Plant
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Miscellaneous Trades:

(10) WORK REGION #10

Vehicle Mechanic	M-F	All	Physical Plant
Small Engine Mech.	M-F	1 <sup>st</sup>	Physical Plant
Upholsterer	M-F	1 <sup>st</sup>	Upholstery Shop
Appliance Repair (BCSS)	M-F	1 <sup>st</sup>	EWB
Ice Technician I (BCSS)	M-F	2 <sup>nd</sup>	EWB
Ice Technician II (BCSS)	M-F	1 <sup>st</sup>	EWB

(12) Work Region #12	M-F	1 <sup>st</sup> ,2 <sup>nd</sup>	Public Safety
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2.§1.4 Landscape Services (those job classifications involved in the grounds maintenance):

- (1) Grounds Crew (M-2 Groundskeeper I, M-2.5 Groundskeeper II, M-3.3 Gardener, M-4 Master Gardener, M-5 Grounds Tradesperson, and M-6 Arborist)
- (2) Equipment Operators (M-3.5 - M-4.5)

2.§1.5 Miscellaneous

- (1) Plant - Miscellaneous (Stockroom)
- (2) Athletic Equipment Control and Athletic Equipment Attendant
- (3) House Staff (M-3) (Fetzer Center, John T. Bernhard Center)
- (4) Bookstore (Stockroom)
- (5) West Hills Athletic Club
- (6) Parking Enforcement Officers

2.§1.6 The Employer and the Union may redistrict the bargaining unit by mutual agreement.

2.§1.7 The above districts represent current supervisory structure (with the exception of the miscellaneous Trades district). The Employer may establish new shifts and adjust supervisory responsibility at its discretion provided the appropriate shift premiums (if any) are paid.

2.§1.8 The Union may alter its steward representation districts if changes are made by the Employer in the present supervisory structure.

2.§1.9 The parties agree that, in the event the University recommences direct operation of the University Student Center Snack Bar and it is staffed with AFSCME bargaining-unit personnel, the University shall, upon written request from the Union, give the area "representation district" status in accordance with the provisions of Article 2-Representation and Union Leaves.

2.§1.10 In the event that the University commences or recommences direct operation of areas on or off campus that are staffed with non-unit workers and such areas are staffed with bargaining unit personnel, the University shall, upon written request from the Union, give the area "Representation District" status in accordance with the provisions of Article 2, Representation and Union Leaves.

2.§2 The Union shall have one (1) chief steward. The president of the Local Union or his designated representative shall be the substitute for the chief steward but shall function as such only when the latter is not on the campus at the required time to perform the functions assigned to him under the grievance procedure. The president's designated representative above referred to shall be an employee of the University, a member of the bargaining unit, and the individual so designated shall serve as such for a period of not less than six (6) consecutive months.

2.§2.1 The Union may appoint, delegate or elect seven (7) divisional chief stewards, one from each of the following divisions: Dining Services Division, Maintenance Services Division, Landscape Services Division and two from the Building Custodial and Support Services Division (from different shifts). A seventh divisional steward may represent the Building Custodial and Support Services night shift. The chief steward shall be substituted for a divisional chief steward when the latter is not on campus or cannot promptly be released from work by his supervisor for or at the required time to perform the functions assigned to him under the grievance procedure.

2.§2.2 The recreation/sports region will be represented by one AFSCME divisional steward and will have available three AFSCME district steward positions, one for each shift.

2.§3 Immediately after the execution of this Agreement, the Union shall promptly notify the Director, Labor Relations, in writing, of the names of the Union president's designated representative, the chief steward, the stewards and their alternates (and the districts each represents).

The Union will promptly notify the Director, Labor Relations, in writing, of any changes or replacements. Within ten (10) working days after the start of a new quarter, the Director, Labor Relations will provide the Union Chief Steward with a list, by Representation Division, that identifies each District's Supervisor, work week, shift, and time clock locations within each Representation Division.

2.§4 The Union's president (or his designated representative), chief steward, divisional chief stewards and district stewards, shall suffer no loss of time or pay for time necessarily lost from their regularly-scheduled working hours while investigating and presenting grievances as provided in the grievance procedure. Upon the Employer's receipt of appropriate documentation from the Union, the Union Chief Steward and/or the Chief Divisional Steward shall be allowed compensatory time off, without loss of pay, when he/she is required to investigate grievances and/or attend grievance meetings scheduled during non-working hours. It is expressly understood that in no event shall any Union representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining supervisory approval as hereinafter set forth:

2.§4.1 An employee who wishes to discuss a grievance with his district steward during working hours shall notify his immediate supervisor of that desire.

2.§4.2 The employee's supervisor shall at that time (or as soon as possible) make contact with the supervisor of the district steward, notifying him of the request for the steward.

2.§4.3 The supervisor of the district steward and the employee's supervisor shall arrange for a time and place for the district steward to talk with the employee involved. Such meeting shall be arranged as soon as is practicable and all parties concerned shall be made aware of the time and place of the meeting.

2.§4.3.1 If the immediate release of the district steward and the employee is not granted by the supervisor, arrangements shall be made for such a meeting to be held not later than the end of the first four (4) working hours of the employee's next regularly-scheduled shift.

2.§4.4 If the supervisor of the employee involved requests that, because of an emergency, the meeting can be held immediately and the circumstances surrounding the then work assignment of the district steward make it practicable to do so, the district steward's supervisor shall release the district steward immediately as requested.

2.§4.5 District stewards and other grievance representatives are entitled to the necessary time off from work without loss of pay for them to participate in the grievance procedure as specified in this Agreement. However, they must first notify and receive permission from their immediate supervisor which shall be granted as provided in this section and must notify their supervisor immediately upon their return to their work assignment.

2.§5 Union Conventions and Meetings. Leaves of absence without pay and without loss of seniority shall be granted to employees who are elected or otherwise selected or designated as official representatives of the Local Union to attend Council 25 or International Union conventions or other

business meetings provided: 1) such leaves shall not exceed ten (10) consecutive regularly-scheduled working days; 2) no more than five (5) employees shall be granted such leaves at the same time; 3) no more than one (1) from any Trade group shall be granted such leave at the same time; and 4) written requests for leaves for the affected employees, signed by the President of the Local Union or a Council 25 staff representative, are received by the Employer's Department of Human Resources at least five (5) regularly-scheduled working days prior to the start of the anticipated leave of absence.

2.§6 Union Educational Leaves. Leaves of absence with pay and without loss of seniority shall be granted to those regular employees elected or selected to attend educational classes conducted by and/or on behalf of the Union provided a written request for such leaves is presented to the Employer by the Union containing a satisfactory certification that such leaves are for the purpose of attending bona-fide educational classes at least five (5) regularly-scheduled working days prior to the start of the anticipated absence. No more than five (5) employees will be granted such leaves of absence at any one time and the aggregate duration of such leaves shall not exceed a total of two hundred fifty (250) hours in any one fiscal year. Up to an additional twenty-five (25) hours of paid educational release time per fiscal year shall be made available to the Union's Chief Steward or Union selected representative to attend safety-related educational classes jointly approved by the Union and by the University's Division of Environmental Health and Safety.

2. §6.1 Basic Steward Training The parties agree that Basic Steward Training will benefit both the Union and the University. It is agreed that after Union Officer elections, which are normally held between January and February of odd numbered years, the union shall promptly provide the Director, Labor Relations (as per 2.§3) with a list of the newly elected Chief Steward, Stewards and their Alternates, as well as which of these individuals should receive Basic Steward Training. If the University questions any name on the list, the Director, Labor Relations will contact the Union to discuss the name. Once the parties reach an agreement regarding the list, the Employer agrees to release the listed employees for up to eight (8) hours with pay, for Basic Steward Training. This time will not be deducted from the "Union Educational Leaves" (2.§6). If operationally necessary, the Basic Steward Training class can be divided into two separate dates provided the two dates are not more than ten (10) working days apart. Every effort will be made to hold classes during summer sessions. If the employee has previously attended Basic Steward Training and refresher training is needed, the Union shall notify the Director, Labor Relations requesting the employees' attendance.

2.§7 The Union President and Chief Steward or their designees shall each be allowed paid release time not to exceed forty eight (48) hours per pay period for the President and sixty (60) hours per pay period for the Chief Steward for the purpose of attending to the administrative affairs of the Union, handling of grievances in accordance with the collective bargaining agreement, and attending special conferences.

2.§7.1 If the Union President and/or Chief Steward request and are granted release time in excess of forty eight (48) hours for the President and sixty (60) hours for the Chief Steward per pay period the time shall be considered Union-paid release time. The

University shall bill the Union for this Union-paid release time. The billing shall be at the President's or Chief Steward's regular hourly pay rate plus any applicable shift differential plus the University fringe benefits rate. The Union agrees to pay the University upon receipt of the bill. The President and Chief Steward shall punch out for the scheduled Union-paid release time; however, they will be paid for that time by the University, who will be reimbursed by the Union.

2.§7.2 For purposes of release time, each pay period stands alone. Unused release time hours will not be carried over from pay period to pay period.

2.§7.3 The scheduling of the President's and Chief Steward's release time will be coordinated by the President, Chief Steward, and their individual supervisors.

2.§7.4 Scheduling disputes or exceptions to this policy will be forwarded to the Director of Labor Relations for resolution.

2.§8 Full-time Assignment with Union. A regular employee who accepts a full-time assignment with the International Union or Council by election, appointment or hiring shall be granted a leave of absence of not to exceed one (1) year, without pay and without loss of seniority, for such purpose, provided such leave of absence is requested in writing of the Employer's Department of Human Resources by the International Union or Council at least ten (10) regularly-scheduled working days before the start of such leave. This leave of absence may be extended from year to year provided the International Union or Council files a written request with the Employer's Department of Human Resources for such extension not less than thirty (30) calendar days prior to the end of each anniversary of such leave. Any leave granted under this section shall automatically terminate when such full-time assignment with the International Union or Council ceases. No more than one (1) employee shall be granted a leave of absence for this purpose at any one time.

2.§8.1 An employee who receives a leave of absence under this section shall continue to accumulate seniority during the period of such leave. Upon returning to work with the Employer, such returning employee may exercise his seniority to fill a then-existing vacancy, or, if there is no then-existing vacancy, to replace the employee with the least work center seniority in the work center from which he took such leave, seniority permitting, provided, in either event, he has the then-present ability to satisfactorily perform the work involved.

2.§9 A Union representative shall be allowed to attend a portion of the orientation meeting for new employees, during that representative's regularly scheduled working hours.

2.§10 The Employer agrees to provide bulletin boards for the exclusive use of the Union, to be placed at each time clock at which bargaining unit members clock in for work. The Employer and Union will agree as to the size of the respective bulletin boards. In places where bulletin boards are enclosed in locked glass, the Employer agrees to remove either the glass or the locks, such that the Union will have free access to the respective boards. Such bulletin boards are to be used for the purpose of posting notices concerning:

- Union recreational and social events;
- Union elections and the results thereof; and
- Union meetings, agenda or the minutes thereof.

2.§10.1 In the event a dispute arises Concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised in writing by the Department of Human Resources of the nature of the dispute and the notices or bulletins in question shall be removed from the bulletin boards until the dispute is resolved.

### **ARTICLE 3 -- GRIEVANCE PROCEDURE**

3.§1 Complaints and/or Misunderstandings. The Union and the Employer agree it is important that employees and their supervisors freely communicate regarding complaints and/or misunderstandings that may arise or exist and that such dialogue take place as soon as practicable after a complaint and/or misunderstanding arises. If the matter is such as is defined as a grievance in 3.§2, the employee shall be entitled to have his district steward present or, if the district steward is not available, the divisional steward present at the time of the discussion with the supervisor.

3.§2 Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. While complaints and misunderstandings not related to the Collective Bargaining Agreement may be the subject of the first step described in 3.§5.1 below, such matters cannot be processed as grievances beyond that meeting.

3.§3 Representatives. Union representatives, as specified in 3.§3.1, 3.§3.2, and 3.§3.3 below, shall be allowed a reasonable amount of time during working hours while on the University's premises without loss of time or pay to investigate or process grievances and to attend grievance meetings. Upon the employer's receipt of appropriate documentation from the Union, the Union representatives shall be allowed compensatory time off, without loss of pay, when required to investigate grievances and attend grievance meetings scheduled during non-working hours. The grievant shall be allowed a reasonable amount of time during working hours while on the University's premises without loss of time or pay to attend grievance meetings.

3.§3.1 First Step Representatives: One (1) of the following Union representatives may participate, in the following order of availability: The grievant's District Steward, the grievant's alternate District Steward, or a District Steward from another area within the same division, along with the grievant.

3.§3.2 Second Step Representatives: Two (2) of the following Union representatives may participate: the grievant's District Steward, alternate District Steward, or a District Steward from another area within the same division, as outlined in 3.§3.1 above, and the Divisional Chief Steward, along with the grievant.

3.§3.3 Third Step Representatives: Three (3) of the following Union representatives may participate: Divisional Chief Steward, Chief Steward, Union President, or Union Vice-

President. It is understood and agreed that the Union has the right to have a representative of Council 25 or the International Union present at such third step meeting and that if such representative is to be present, the Employer shall have the right to have its labor relations counsel present also.

3.§4 Release from Work. Union Representatives must first notify and receive permission from their immediate supervisor which shall be granted as provided in this section and must notify their supervisor immediately upon their return to their work assignment. It is expressly understood that in no event shall any Union representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining supervisory approval as hereinafter set forth:

3.§4.1 An employee who wishes to discuss a grievance with his district steward during working hours shall notify his immediate supervisor of that desire.

3.§4.2 The employee's supervisor shall at that time (or as soon as possible) make contact with the supervisor of the district steward, notifying him of the request for the steward.

3.§4.3 The supervisor of the district steward and the employee's supervisor shall arrange for a time and place for the district steward to talk with the employee involved. Such meeting shall be arranged as soon as is practicable and all parties concerned shall be made aware of the time and place of the meeting.

3.§4.3.1 If the immediate release of the district steward and the employee is not granted by the supervisor, arrangements shall be made for such a meeting to be held not later than the end of the first four (4) working hours of the employee's next regularly-scheduled shift.

3.§4.4 If the supervisor of the employee involved requests that, because of an emergency, the meeting can be held immediately and the circumstances surrounding the then work assignment of the district steward make it practicable to do so, the district steward's supervisor shall release the district steward immediately as requested.

### 3.§5 Grievance Procedure Steps.

3.§5.1 First Step. For a grievance to be processed under the grievance procedure, it must first be discussed by the supervisor and the aggrieved employee, who shall be entitled to have a district steward present, except as provided for under 3.§16. The discussion shall include the facts upon which the grievance is based, when the event at issue occurred, what remedy is requested, and what sections of the contract were allegedly violated. The supervisor shall then attempt to resolve the grievance and shall respond in writing within five (5) working days after the meeting. A copy of the Supervisor's answer, which shall include a grievance number (i.e., Department name, area, # starting with 0001 and running through the length of the contract) shall be given to the employee, the Union representative present at the meeting, the Divisional Chief Steward, the Chief Steward and the Employer's Divisional Representative. If the employee or the Union had no knowledge of the

occurrence of such event, the grievance must be presented within said five (5) regularly scheduled working days after circumstances were such that the employee or the Union should have had a knowledge thereof.

3.§5.2 Second Step. Upon receipt of the Supervisor's written response, or upon his failure to provide a timely response to the grievance, absent a mutually agreed upon extension, the employee or District Steward may implement the second step. The grievance must then be reduced to writing, state the facts upon which it is based, including when they occurred, specify the section of the contract which has allegedly been violated, be signed by the aggrieved Employee or his Steward, and be presented to the Employer's Divisional Representative within five (5) regularly scheduled working days after the receipt of the Supervisor's written response or the date upon which the response was due.

Within five (5) regularly scheduled working days after the written grievance has been presented to the Employer's divisional grievance representative, the designated Union representative(s), along with the employee, shall meet with the immediate supervisor, appropriate divisional manager or designated representative, and the Employer's divisional grievance representative to discuss the grievance. Within five (5) regularly scheduled working days after this meeting, the Employer's divisional grievance representative shall give a written answer to the employee, District Steward, Divisional Chief Steward, and the Chief Steward.

3.§5.2.1 Written grievances which do not contain the information specified above shall be returned to the grievant and shall not be processed unless they are revised or rewritten in conformance therewith and re-filed with the employee's divisional grievance representative within two (2) regularly-scheduled working days after such return.

3.§5.2.2 After the first step answer has been given, no member of supervision will discuss unresolved grievances with the grieving employee or employees in the absence of a Union official.

3.§5.3 Third Step. If the grievance has not been resolved in the second step and the aggrieved employee or the Union desires to appeal the matter to the third step, then within five (5) regularly-scheduled working days after receipt of the written second-step answer by the Chief Steward, the Chief Steward shall present the written grievance to the Employer's Director of Labor Relations, together with a written statement as to why the second step answer was rejected. Within five (5) regularly-scheduled working days after the grievance has been so presented, a meeting shall be held among the designated Union representative(s), the Employer's Director of Labor Relations, the Employer's divisional grievance representative, and the appropriate divisional manager or their designated representatives. All parties at this meeting shall have the authority to compromise and settle grievances. Within ten (10) regularly-scheduled working days after this meeting, the Employer's Director of Labor Relations, or designated representative, shall give a written third step answer to the President of the Union, Divisional Chief Steward, District Steward

and the Chief Steward and mail a copy thereof to the grievant at his last known address on record with the University.

3.§5.3.1 This answer shall include:

3.§5.3.1.1 A statement of the Employer's Director of Labor Relations' position and judgment on the grievance;

3.§5.3.1.2 The paragraph(s) of such Agreement relied upon in reaching such disposition.

3.§6 Arbitration Step. If, at this point, the grievance has not been settled, either party hereto shall have the right to submit such grievance to arbitration in accordance with the procedures set forth below:

3.§6.1 If the Local Union wishes to submit the grievance to arbitration, it must notify the Employer's Director of Labor Relations or designee in writing by certified mail within fifteen (15) calendar days after the receipt of the third step answer by the Chief Steward. The date of the postmark shall be considered the date of the notification.

3.§6.2 Upon receipt of timely notification from the local Union, the Employer's Director of Labor Relations or designee shall notify, in writing, within ten (10) regularly scheduled working days by certified mail to the designated Council 25 Representative that the Local wishes to submit the grievance to arbitration, the WMU Grievance Number, and the subject of the grievance. Upon failure to receive said notice the Union shall submit the grievance to the American Arbitration Association.

3.§6.3 If the Council (or Local) intends to pursue the grievance to arbitration, the Council must, within thirty (30) calendar days from the date of the WMU director's notice per 3.§6.2 above, assign a Council Number to the grievance, name and notify the appropriate arbitrator from the panel, and notify the Employer's director of Labor Relations or designee by certified mail that the grievance is going to arbitration. The date of notice will be the date of the postmark.

3.§6.4 The notification to the arbitrator will be by a mutually-agreeable form letter and will include both the WMU and the Council grievance numbers and the subject of the grievance.

3.§6.5 If the Employer wishes to submit a grievance to arbitration, it must notify the designated Council representative in writing by certified mail within thirty (30) calendar days of the Step Three Answer.

3.§6.6 The time limits herein shall be strictly adhered to. A failure to provide timely notification shall result in the withdrawal of the grievance.

3.§7 The parties have reached agreement on this panel, contingent upon acceptance of the appointments by the arbitrators.

Debra Brodski  
Mario Chiesa  
William Daniel

Paul Glendon  
Donald Sugeran

3.§8 The arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association, to the extent they are applicable given these procedures. The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement. However, nothing herein contained shall be construed to preclude the arbitrator, in his own judgment, from sustaining, reversing or modifying any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding on all parties.

3.§9 The fees and expenses of the arbitrator and, if applicable, the American Arbitration Association, shall be shared equally by the Employer and the Union.

3.§10 The parties shall select an arbitrator from a mutually-agreed-upon panel of arbitrators on a rotating basis (see 3.§7). The arbitrators shall be placed on the panel list in alphabetical order. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. After an arbitrator has been assigned a grievance for the parties, his name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance sooner.

3.§11 If none of the arbitrators is available to hear the grievance within six (6) months after selection, the parties shall jointly submit the grievance to the American Arbitration Association and thereafter it shall be handled in accordance with the Voluntary Labor Arbitration Rules.

3.§12 In the event either party refuses to jointly submit a grievance to arbitration as provided for in this Section, the other party may submit the grievance unilaterally in accordance with the above provisions to the appropriate arbitrator on the panel and the arbitrator shall have the authority to proceed as if there were a joint submission. The party so submitting a grievance shall notify the other party at the time of the unilateral submission.

3.§13 It is the intent and desire of the parties that arbitration cases not be unduly delayed. To this end, it is agreed that in the case of a simple threshold issue of the timeliness of a grievance, when the parties are able to make stipulations of the issue to the arbitrator, or which requires no more than one hour of testimony by each party and no extensive production of documents, the parties will jointly request the same arbitrator to first hear the threshold issue and then the grievance on its merits in the same hearing, and decide and rule as appropriate on either the threshold issue or both issues. The parties may mutually agree, in the event a threshold issue is raised in a particular case, that they will ask the arbitrator to, in the same hearing, first hear the threshold issue and then the

grievance on the merits and make the appropriate decisions. The parties may also mutually agree to ask the arbitrator to issue a "bench" decision on the threshold issue.

3.§14 The parties may mutually agree to remove an agreed-upon arbitrator from the panel and to mutually agree upon a new arbitrator. If this is agreed upon, joint written notice shall be sent to the arbitrators.

3.§15 The time limits at any step of this grievance procedure may be extended by mutual agreement. In the event the Union does not appeal the grievance from one step to another within the time limits specified or as extended, the grievance shall be considered as having been withdrawn without prejudice. In the event the Employer fails to reply to a grievance at any step in the grievance procedure, within the specified time limit or as extended, the grievance shall automatically be advanced to the next step of the grievance procedure, except that nothing contained herein shall be construed to automatically advance a grievance to the arbitration step.

3.§15.1 A grievance may be withdrawn at any step in the grievance procedure without prejudice.

3.§16 For the purpose of this Agreement, the University is divided into five divisions:

(1) Dining Service; (2) Building Custodial and Support Services; (3) Skilled Trades; (4) Landscape Services; (5) Miscellaneous.

3.§16.1 Grievances on behalf of an entire district or two (2) or more districts in the same division shall be filed at Second Step of the grievance procedure.

3.§16.2 Grievances on behalf of more than one (1) division shall be filed at the Third Step of the grievance procedure.

3.§16.3 Grievances on behalf of the entire bargaining unit shall be filed at the Third Step of the grievance procedure.

3.§16.4 In cases where the grievance arises because of the rejection of a bid for a job in an area other than that in which the employee is working, the grievance shall be filed with the supervisor who rejected the bid.

3.§17 Wherever the words "regularly-scheduled working days" are used in the Agreement, they shall be deemed to mean Monday through Friday, excluding the holidays designated in Article 11 which may occur on any such day.

3.§18 When either party deems it necessary to provide witnesses from its own constituency at Second Step of the grievance procedure or at the arbitration hearing level, such witnesses, in reasonable numbers as may be necessary, may be called for the specific period and purpose for which they are needed and shall suffer no loss of pay due to their absence for the time necessarily spent for such reason from their regularly-scheduled work.

3.§18.1 If new evidence is introduced at any Step of the grievance procedure, either the Union, the Employer or both may refer the grievance back to the previous step for consideration thereof. Such grievance shall thereafter be returned to the previous step within the next five (5) regularly-scheduled working days unless such time limit is extended by mutual agreement.

3.§19 It is agreed that, when circumstances are such that it appears to the parties hereto to be necessary or desirable to do so, a step or steps of the grievance procedure may be skipped, provided the Employer and the Union mutually agree to do so in writing.

3.§19.1 Grievances concerning workers compensation benefits shall be advanced to the second step of the grievance procedure without being heard and answered at the first step of the procedure.

#### **ARTICLE 4 -- DISCIPLINE AND DISCHARGE**

4.§1 An employee shall not be disciplined except for just cause. In keeping with the concept of just cause, discipline, where appropriate, will be progressive in nature.

4.§2 Any employee may appeal such disciplinary action in accordance with the grievance procedure.

4.§3 An employee shall be advised of his right to have a Union representative present at a meeting at which discipline may or will take place or at an investigatory interview of the employee by the University regarding allegations or charges of misconduct against the employee which if substantiated could result in discipline.

4.§3.1 It shall not be the policy of the University to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises is warranted. If such action has been taken a disciplinary conference shall be undertaken and completed as soon as practicable thereafter.

4.§4 Disciplinary Action and Conference

4.§4.1 Whenever an employee is to be formally charged with a violation of any rules and policies, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing prior to the conference of the claimed violation. No Disciplinary Conference shall proceed without the presence of a Union representative. The employee shall be informed of the nature of the charges and the reasons that disciplinary action is intended or contemplated. The employee shall have a right to respond to the charges both orally and in writing.

4.§4.2 The Disciplinary Conference shall be attended by the employee, the appropriate steward(s) or their designees, and the appropriate University representatives, including the manager and/or supervisor who initiated and/or approved the disciplinary action or their designated representative(s).

4.§4.3 Formal notification to the employee of disciplinary action shall be in writing. Whenever practicable, notice of disciplinary action shall be personally delivered to the employee. When such personal notice is not practicable, the employee's copy of the disciplinary notice shall be sent to the employee by certified mail, return receipt requested.

4.§4.4 A copy of all disciplinary action shall be sent to the Union President, Chief Steward, Divisional Chief Steward, and District Steward.

4.§5 In the event it should be decided by the Employer or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension or the date of the discharge.

4.§6 Suspension for Investigation. The Employer may relieve an employee from duty with or without pay for investigation. The suspension may be converted to a disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days unless extended by the University. Notice of the extension shall be concurrently served on the Union and the employee and shall state the reason for the extension. If disciplinary action is not taken against the employee within seven (7) calendar days (or within the extension period), the employee shall receive full pay and benefits for the period of suspension if said suspension was without pay.

4.§7 Any grievance protesting the Employer's decision to suspend or discharge is to be filed in writing at the Third Step of the grievance procedure within seven (7) calendar days after the date of notification of the disciplinary suspension or discharge.

## **ARTICLE 5 -- UNION AND EMPLOYER RIGHTS**

5.§1 The Union recognizes that except for as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Employer and the employees are vested solely in the Employer.

5.§2 The Employer shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any such rule established after the date hereof or any complaint relative to the discriminatory application thereof may be considered a grievance and subject to the grievance procedure contained in this Agreement.

5.§3 The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period, there will be no lockouts.

5.§4 In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, slowdown or strike which is not authorized by the Union, the Employer shall have the right, in its discretion, to discipline or discharge such employees or group of employees. However,

it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this section may be processed under the grievance procedure starting with the Second Step thereof.

## **ARTICLE 6 -- SPECIAL CONFERENCES**

6.§1 Special conferences for the discussion of important matters (not grievances) I.E., uniforms, including concerns regarding pants, the apprentice program, landscape services employees with spraying certificates and journeymen obtaining licensing, and dining services work week may be arranged at a mutually-agreeable satisfactory time between the Union and the Employer after a written request thereof is made by either party subject to the following conditions:

6.§1.1 Such meetings shall be attended by the President of the Local Union (or his designated representative as defined in 2.§2 of this Agreement), a Council or International representative and not to exceed an additional three (3) members of the Local Union, the Director of Labor Relations and/or not to exceed three (3) other designated representatives of the Employer plus its counsel.

6.§1.2 There must be at least ten (10) regularly-scheduled working days advance written notice of the desire to have such meeting unless a lesser amount of notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If the other party has subjects it wishes to discuss, it shall submit its agenda at least five (5) regularly-scheduled working days prior to such meetings. Discussions at special conferences shall be limited to the items set forth in the agenda. Prior to such conference, both parties shall advise each other as to the identity of their representatives at such conference.

6.§1.3 Employees shall not lose time or pay for time necessarily spent away from their regularly-scheduled work while attending such conferences.

6.§1.4 An agreement reached at a special conference shall be reduced to writing and initialed by the parties.

6.§1.5 A special conference may, at the request of either party, be adjourned to permit further study, and reconvened at a mutually-agreeable time.

6.§2 The Union and the University recognize that communications between labor and management, mutual respect of the rights of each, and working together for the betterment of the University community as a whole are vital to the success of those goals which all share.

6.§2.1 They recognize that lack of communications and lack of respect one for another, leads to a break-down in one of the most vital components of our mutual relationship, human relations.

6.§2.2 To assure attainment of our mutual labor-management goals, the Union and the University pledge to meet not less often than semi-annually in special conference to further improve the labor-management atmosphere at Western Michigan University.

## **ARTICLE 7 -- SENIORITY**

7.§1 Seniority Defined. An employee's unit-wide seniority shall be defined as his length of continuous service with the Employer since his last hiring date or, if initially hired as a temporary employee, since the last date upon which he was changed to regular employee status. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular employee at the instruction of the Employer since which he has not quit, retired or been discharged.

7.§1.1 An employee's job classification seniority shall be defined as an employee's continuous length of service in the job classification he occupies since he last entered such classification on a regular and permanent basis by hire, bid or promotion.

7.§1.2 No time shall be deducted from an employee's seniority due to absences occasioned by authorized leave of absence, approved vacations, sick or accident leaves, transfers or for layoffs, except as hereinafter provided.

7.§2 Probationary Employees. All new employees shall be probationary employees until they have completed one hundred (100) days worked on the job as a regular employee. The purpose of the probationary period is to provide the Employer with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. The employer shall evaluate the probationary employee prior to the thirtieth (30<sup>th</sup>) workday, sixtieth (60<sup>th</sup>) workday, and ninetieth (90<sup>th</sup>) workday. The probationary report shall be given to the employee and the employee shall sign the report indicating they received a copy. During the probationary period, employees shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to their relative length of service. The Union will represent probationary employees in wages, hours, and other working conditions excluding discipline or discharge. At the conclusion of an employee's probationary period, the employee's name shall be added to the seniority list as of his last hiring date as a regular bargaining-unit University employee.

7.§2.1 A temporary employee who is hired as a regular employee in the same job classification in the same division in which he had served as a temporary employee will be credited toward the completion of his probationary period with the days worked in such classification during the preceding twelve (12) months, as of the date he thus becomes a regular employee, but not to exceed forty (40) working days.

7.§2.2 A probationary employee may bid out of his division. However, a probationary employee who bids out of his division shall remain a probationary employee until he has completed forty-five (45) days worked in the new division or until he has completed his regular probationary period one hundred (100) days worked, whichever is longer.

7.§3 Seniority List. The Employer will maintain an up-to-date, unit-wide seniority list, a copy of which shall be posted on the appropriate bulletin boards and given to the President of the Union at three (3) month intervals following the initial posting beginning in October 1976. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order to their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, the last four (4) digits of their Social Security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest such four (4) numbers being assigned first to the seniority list, etc.

7.§3.1 The Employer shall maintain an up-to-date seniority list by job classifications within divisions. If two or more employees in a classification within a division have the same classification seniority, the employee with the greater unit-wide seniority (based on the unit-wide seniority list) shall be assigned first to the job classification seniority list, etc. A copy of the job classification seniority list shall be posted on the appropriate bulletin boards and copies thereof shall be given to the divisional chief steward, the Chief Steward, and to the President of the Union at three (3) month intervals following their initial posting.

7.§3.2 It is understood that employees on the job classification seniority lists referred to in this Section as of the effective date of this Agreement shall not have their places changed as a result of this Agreement establishing a "tie-breaker."

7.§4 Termination of Seniority. An employee's seniority shall terminate:

7.§4.1 If he quits, retires or is justifiably discharged.

7.§4.2 If, following a layoff for other than seasonal, he fails or refuses to notify the Employer of his intention to return to work within seven (7) calendar days after a written notice, sent by certified mail of such recall, is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Employer for his return, whichever is the later.

7.§4.3 If he is absent from work for two (2) consecutive working days without notifying the Employer prior to or within such two (2) day period of a justifiable reason for such absence, if it was possible for such notice to be given.

7.§4.4 If he accepts employment elsewhere while on a leave of absence without prior written approval from the Employer and the Union or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.

7.§4.5 If an employee is laid off for other than seasonal for a period of time equal to the amount of seniority he had acquired as of the date of layoff or for a continuous period of twenty-four (24) consecutive months, whichever is the lesser.

7.§4.6 When an employee continues absent from work due to an illness or injury after having used up his sick leave (including FMLA Leave) and annual leave credits, the employee shall be removed from the payroll until he returns to work. If the employee remains off the payroll for twelve (12) consecutive months after he has been removed from the payroll, his seniority shall terminate. Termination of seniority will be considered the same as separation of employment from the University.

7.§4.7 If an employee is separated from his employment as provided in this subsection because of his absence from work due to a disability covered by Worker's Compensation, his seniority shall be frozen as of the date of the separation. If the employee is reinstated within thirty (30) days following the cessation of such disability, such employee, after having presented written medical certification of his physical ability to perform the essential functions of the job to which he desires to return, shall be entitled to exercise the amount of seniority he had acquired prior to his separation to obtain a job within the bargaining unit, in accordance with the seniority provisions then in effect. Meaningful consideration will be given to an employee who applies for reinstatement under this subsection.

7.§5 Bidding. When it is necessary to fill a permanent vacancy in a non-progression job classification or in the entry job classification for any job progression sequence, the vacancy shall be posted on all bulletin boards for a period of seven (7) calendar days. If among those employees signing the unit-wide posting there are one or more who have the then present ability to satisfactorily perform the required work in such job classification, such employee (or if there are more than one, the employee among them with the greatest amount of unit-wide seniority) shall be moved to the posted job classification.

7.§5.1 If such permanent vacancy occurs within the Maintenance Services Division, the employee with the most divisional seniority, who has the then present ability to satisfactorily perform the required work, shall be given preference to permanently transfer thereto before such vacancy is posted on a unit-wide basis. Employees shall be canvassed by supervision to ascertain who is the senior employee meeting such qualifications, who desires to exercise such preference.

7.§5.2 If there are no bidders who appear to have the then present ability to satisfactorily perform the required work, then the employee with the most unit-wide seniority who signed the posting and appears to have the required qualifications shall be moved to the posted job classification.

7.§5.3 If there are no employees who sign the unit-wide posting or if, among those signing the posting, there are none who appear to have the required qualifications, the Employer shall be entitled to hire new employees for such job classification. However, if such job classification is not filled within the next seventy (70) calendar days following the removal of the posting from the bulletin boards, and if it is still necessary to fill such job, it shall be reposted as provided for in this section.

7.§5.4 Temporary employees and University employees may sign bargaining-unit job postings and will be considered for such jobs. It is understood that the Union does not represent such employees and no grievances may be processed regarding this provision.

7.§6 Promotions Within Job Progression Sequences. The job progression sequences to which reference is made in this Article are set forth in Appendix B attached hereto. Except as provided in 7.§6.1 below, when it is necessary to fill a permanent vacancy in any job classification in a job progression sequence above the entry classification thereto, such vacancy shall be filled by promoting the employee with the most job classification seniority in the next lower job classification in the job progression sequence who has the required qualifications therefore. The permanent vacancy thus left by such promotion shall be filled in the same manner.

7.§6.1 A vacancy occurring one (1) step above the entry level job classification shall be filled by the employee with the most unit-wide seniority currently in the entry level of the job progression sequence where the vacancy occurs, provided that the employee with the most unit-wide seniority in such classification has at least sixty (60) days of job classification seniority therein and provided there are no employees having two (2) or more years of job classification seniority in such entry level job.

7.§6.2 When an employee is promoted within a job progression sequence, during the period he occupies the job classification to which he is promoted he shall continue to accumulate job classification seniority in each lower rated job classification within such progression sequence.

7.§7 Employees on approved leave are eligible to sign bid sheets as detailed in 7.§5 and to be offered positions within a job progression sequence as detailed in 7.§6 but must be available to perform the duties of the position within thirty (30) calendar days of the initial posting of the vacancy. Management has the right to fill all vacancies within thirty (30) calendar days of the initial posting date.

7.§8 Present Ability and Required Qualifications. Where used in this Agreement, the words "then-present ability to satisfactorily perform the required work" shall be interpreted to mean that the employee has the pre-developed skills, knowledge and work habits to satisfactorily fulfill the job requirements immediately upon being assigned to a job classification. Where used in this Agreement, the words "required qualifications" shall be interpreted to mean that the employee has demonstrated that he has or appears to have the background work experience, work habits, knowledge and physical ability which would enable him to readily learn to satisfactorily perform the job requirements of the job classification under consideration.

7.§8.1 Employees awarded a job through the bidding or bumping procedure on the basis of their appearing to have the "then present ability to satisfactorily perform the required work" shall be entitled to a break-in period of not to exceed ten (10) days worked on such job. If at any time during the ten (10) working days the employee demonstrates that he will be unable to satisfactorily perform the job requirements, he shall thereupon be removed from the job and returned to the job classification in the division from which he had bid as shall those

employees who may have moved to different job classifications by reason of the vacancy or vacancies created by his bid.

7.§8.2 Employees awarded a job through the bidding or bumping procedure on the basis of their appearing to have the "required qualifications" shall be entitled to a training period of not to exceed forty (40) days worked on such job. In cases where a position requires licensing or certification, the employee may request a twenty (20) day extension to the training period. If at any time during the forty (40) working days the employee demonstrates that he will be unable to readily learn to satisfactorily perform the job requirements, he shall thereupon be removed from the job and returned to the job classification in the division from which he had bid as shall those employees who may have moved to different job classifications by reason of the vacancy or vacancies created by his bid.

7.§8.3 If an employee who has been awarded a job through the bidding procedure at any time during his break-in or training period returns to the job from which he bid because he had demonstrated he would not be able to satisfactorily perform the job requirements, or at his own request, the next senior employee appearing to have the "then present ability to satisfactorily perform the required work" or "required qualifications," whichever applies, who signed the initial posting shall be awarded the job subject to the same conditions.

7.§9 Reduction of Crew Within Job Classification. When it is necessary to reduce the number of employees within a job classification above the entry level within a job progression sequence, the employees with the least job classification seniority in the classification where the reduction is to occur shall be placed in the next lower job classification in such progressional sequence where their job classification seniority allows. The least senior employee thus removed from each next lower job classification(s) shall exercise the same right. Employees placed according to this provision shall be subject to the "break in period" outlined in Article 7, Section 8.1.

7.§10 Layoffs Other than Seasonal. When it is necessary to permanently lay off employees who occupy non-progressional job classifications or the bottom job classifications (entry level) in any job progression sequence, temporary, part-time and probationary employees, in that order, in such job classifications shall be the ones laid off first, providing there are employees with seniority who are available and have the then-present ability to satisfactorily perform the required work of such temporary, part-time and/or probationary employees. Thereafter the employees in such job classification with the least bargaining unit-wide seniority shall be the ones laid off, providing senior employees in such job classifications are available who have the then-present ability to satisfactorily perform the required work of such laid off employees. In the event there are no employees in such job classification with more bargaining-unit seniority who are available and who have the then-present ability to satisfactorily perform the work of those scheduled for layoffs, then the employee or employees in such classifications with the least bargaining unit seniority who have such present ability shall be retained and the next least junior employees in such job classification shall be the ones laid off. The University shall provide written layoff notices to affected employees.

7.§10.1 Bumping: An employee with seniority who, is scheduled to be laid off for other than a seasonal or temporary period, shall be entitled to exercise his unit-wide seniority to

displace 1) any employee in a non-progression job with less unit-wide seniority whose job duties he has the “then-present ability to satisfactorily perform” or 2) any employee in an entry level job in any job progression sequence who has less unit-wide seniority and whose job duties he has the “required qualifications” to readily learn to satisfactorily perform.

7.§10.2 Non-Seasonal Voluntary Layoff: An employee exercising his rights under 7.§10.1 above may – for a period of time equal to the amount of seniority he had acquired as of the date effectively “laid off” and given the option between involuntary layoff or bump, or for a continuous period of twenty-four (24) consecutive months from the date effectively “laid off” and given the option between involuntary layoff or bump, whichever is the lesser – exercise his right to take a non-seasonal voluntary layoff. An individual exercising his right to take a non-seasonal voluntary layoff will retain his recall rights (except to the classification he voluntarily left), as set forth in Article 7.§13 and for the time periods set forth in Article 7.§4.5.

7.§10.2.1 An employee accepting recall from a non-seasonal voluntary layoff can not take another non-seasonal voluntary layoff unless in conjunction with a new Article 7.§10 layoff situation.

7.§11 Layoffs in Dining Services. The customary layoffs of Dining Service Division Employees for the duration of the spring and summer terms and for the short term periods during the fall and winter terms when their respective Dining Services areas are not in operation, shall be deemed to be seasonal or temporary layoffs. The Bernhard Center Dining Service positions are year-round positions and are not subject to seasonal and temporary layoffs. The Bernhard Center is, however, subject to the short-term layoffs during holiday and semester break periods throughout the year.

7.§11.1 Employees affected by seasonal or temporary layoffs shall exercise their job classification seniority as provided in this Article unless and until such layoff becomes or is converted into a permanent layoff.

7.§11.2 Full time bargaining unit employees who work in year-round operations in Dining Services are not subject to the seasonal summer layoff, however are subject to the short-term layoffs during holiday and semester break periods throughout the year.

7.§11.2.1 The University agrees to consider the thirty (30) highest senior dining service employees identified in 7.§12.4 to be twelve (12) month employees, not including a) full time employees working in year round operations and b) those not electing to work summer jobs.

7.§11.3 Dining Service employees who work non-dining service positions for the layoff periods will continue to receive the same rate of pay they were receiving in their Dining Service position. They will continue to accrue annual leave and sick leave.

7.§11.4 Dining Service employees will not be paid lower than their regular rate of pay when recalled to Dining Services during a seasonal or temporary layoff period.

7.§11.5 Work opportunities for Dining Service employees during seasonal or temporary layoff periods include:

7.§11.5.1 entry-level temporary vacancies resulting from bargaining unit employees being off on worker's compensation, long-term disability, or extended sick leave;

7.§11.5.2 entry-level temporary vacancies resulting from bargaining unit employees being off on other leaves of absence, including personal leave;

7.§11.5.3 entry-level regular vacancies (which would then not be filled on a permanent basis until after Dining Service recall) unless the Union Executive Board and the Director of Labor Relations agree that such vacancies be filled on a permanent basis;

7.§11.5.4 entry-level positions held by temporary employees at the time of the Dining Services seasonal layoff;

7.§11.5.5 full-time entry-level seasonal positions in any division or on special projects work crews, which the University may establish at its sole discretion.

7.§11.6 In addition to the above, if voluntary seasonal layoffs are to occur, the University will by April 1 of each year poll all Dining Service bargaining unit employees, as well as other bargaining unit employees in entry-level positions, to learn which employees volunteer for seasonal summer layoff. The resulting position vacancies will be made available to Dining Service personnel identified in 7.§12.4. However, no bargaining unit employee shall be guaranteed a seasonal layoff. Voluntary seasonal layoffs, if any, shall be granted to volunteering employees by bargaining unit seniority.

7.§11.7 The Union will be notified at least forty-five (45) days in advance whenever the University intends to use Y.O.U. Michigan Youth Corporation participants, Welfare Recipients, Welfare-To-Work recipients, or any public, private or charitable organization using the services of welfare recipients/Welfare-To-Work participants for bargaining unit employment. The parties shall meet promptly to exchange information and discuss the impact of the use of such participants on the bargaining unit and negotiate to the extent required by applicable laws, orders, regulations, and this Agreement any issues which arise as a result of Welfare-To-Work initiatives. These groups shall not be used to displace regular bargaining unit employees.

7.§11.8 The University shall not employ full-time student help during the seasonal layoff period; students' hours of work shall be limited per Article 1.

7.§11.9 The creating of any new seasonal positions or the filling of any vacancies shall be based upon operational needs as determined by the University. However, during the seasonal summer layoff period, the vacancies listed in 7.§11.5, if filled, shall be filled only by bargaining unit persons on seasonal layoff, unless all regular Dining Service employees who want work have been offered work.

7.§12 Spring/Summer Job Opportunities for Dining Services Employees. The University will make spring/summer work available for the thirty (30) Dining Services employees as identified in 7.§12.4. Employees will be assigned available work through the following procedure.

7.§12.1 The Union and University will each designate a liaison to participate in this process. The two representatives will be known as the liaison team. Union and University representatives shall meet with the liaison team to discuss the summer work process.

7.§12.2 On or before February 20, each year the University will post a list of Dining Services employees scheduled to be laid off during the spring/summer.

7.§12.3 On or before March 10, each year an “Intent to Work” sign-up sheet will be posted at each Dining Services time clock. Any Dining Services employee to be laid off during the spring/summer may sign the “Intent to Work” posting. Every employee signing the posting must also fill-out an “Intent to Work” form. The form will, at a minimum, require and contain the following information:

- a) Employee’s name and summer phone number
- b) Employee’s current Dining Services work unit
- c) Does the employee wish to be considered for work opportunities in divisions other than Dining Services or Building Custodial and Support Services (BC&SS)? If so, which non-Dining Services or BC&SS divisions? Assignment(s) to work opportunities in Landscape require passing a physical exam. Assignment(s) to work opportunities in Maintenance may require passing a physical exam.
- d) Are there any shifts or divisions to which the employee would prefer not to be assigned?
- e) Periods of time during the spring/summer that the employee is unavailable for work.
- f) Notify employees that even though they can at any time submit changes/updates to their “Intent to Work” form, such changes/updates (with the exception of updating contact information) will not take effect, and therefore will not be taken into consideration by the liaison team, until a date set by the liaison team; such date to be determined and announced by April 1 after the liaison team has considered all summer conferences.

The “Intent to Work” sign-up sheets will remain posted for at least ten (10) consecutive work days. Employees signing the “Intent to Work” sheet and completing an Intent to

Work form are responsible to work as assigned, and during the entire period assigned, excluding approved leave.

7.§12.4 On or before April 1, each year the University will post a list of the thirty (30) most senior (using unit-wide seniority) Dining Services employees who signed the “Intent to Work” sign-up sheet and completed an “Intent to Work” form.

7.§12.5 On or before April 5, each year the University will provide the liaison team with a list of summer work opportunities (by division) which the University knows will be available at the beginning of spring/summer. The University will also provide each opportunity’s start and anticipated end date.

7.§12.6 On or before April 15, each year the liaison team will assign Dining Services employees to the work opportunities identified in 7.§12.5 (taking into account seniority and information provided in the “Intent to Work” forms). Employees will thereafter be notified of their initial work assignments and report dates (including time and location).

7.§12.6.1 If thirty (30) work opportunities can not be identified by the date set forth in 7.§12.5, such that not all thirty (30) Dining Services employees identified in 7.§12.4 can be notified of their initial spring/summer assignments by the date set forth in 7.§12.6, those remaining Dining Services employees will be notified of their initial spring/summer assignments (including report date, time, and location) no later than seven (7) calendar days prior to the start of their initial spring/summer assignment.

7.§12.7 If an employee’s spring/summer assignment ends, he can be reassigned by the liaison team to other available work (taking into account seniority and information provided on the “Intent to Work” form). If no assignment is available the employee will report to BC&SS. The employee will thereafter work in BC&SS unless or until assigned to a different division by the liaison team.

7.§12.7.1 If work becomes available an employee deems more desirable than their current assignment, the parties agree that the liaison team is not obligated to reassign the employee to such assignment.

7.§12.8 If the University has work for more than the thirty (30) Dining Services employees referenced in 7.§12.4, such additional work opportunities will be filled (by seniority) from the excess names on the sheets referenced in Article 7.§12.3.

7.§12.8.1 Any employee who signs the “Intent to Work” posting and then declines work will have his name placed at the bottom of the “Intent to Work” list.

7.§12.8.2 An employee who fails to report for summer work (unless due to illness or emergency, etc.) will have his name removed from the “Intent to Work” list for the remainder of the summer.

7.§12.8.3 It is the employee's responsibility to notify the liaison team whenever his "Intent to Work" form needs updating. Though an employee can at any time submit changes / updates to his "Intent to Work" form, such changes / updates (with the exception of updating contact information) will not take effect, and therefore will not be taken into consideration by the liaison team, until a date set by the liaison team; such date to be determined and announced by April 1 after the liaison team has considered all summer conferences.

7.§12.9 In the event there is a need in the Dining Service area for additional bargaining unit employees beyond employees referenced in 7.§12.4 at any time during the seasonal summer layoff period, Dining Service employees shall be recalled and required to work in the following manner and order:

7.§12.9.1 Dining Service employees on seasonal layoff who have not indicated a preference to remain on layoff shall be recalled by job classification seniority (appropriate progression sequence);

7.§12.9.2 Dining Service employees on seasonal layoff who have indicated a preference to remain on layoff, but who have not verified employment elsewhere shall be recalled by inverse order of job classification seniority (appropriate progression sequence):

7.§12.9.3 Once the need for such temporary assignments in the Dining Service area no longer exist, the employees who were recalled in accordance with 7.§12.9.1 and/or 7.§12.9.2 shall return to layoff. Employees referenced in 7.§12.4 will be assigned work as set forth in 7.§12.7.

7.§12.9.4 Dining Service employees on seasonal layoff who have verified to the University that they have employment outside the University shall not be subject to recall during the seasonal layoff period.

7.§13 Recalls Following Layoff. When employees are recalled to work following layoffs other than seasonal employees shall be recalled in line with their unit-wide seniority provided they have 1) the then-present ability to satisfactorily perform the work to which recalls are made for non-entry level positions, or 2) the required qualifications to readily learn to satisfactorily perform the work to which recalls are made for entry level positions.

7.§13.1 Employees who are on layoff status or who, due to bumping or recall, occupy a job classification other than the one from which they were originally laid off must return to the job classification from which they were originally laid off or discharged when an opening occurs therein to which their job classification seniority entitles them.

7.§14 Assignments Within Classifications. It is understood and agreed that the Employer shall have the right to assign or reassign employees within their respective job classifications to other job functions and/or geographical locations for the purpose of enhancing their job performance abilities, to more efficiently or effectively utilize their services and/or better balance skills within a work area provided that (1) where such transfers are other than temporary, the employees shall receive at least one (1) weeks advance notice thereof, and (2) such transfers will not be made for capricious reasons.

7.§14.1 The Employer, based upon work requirements, will endeavor not to transfer the same employee on a regular basis. The Employer will not utilize this section as a method of disciplinary action in the progressive discipline system.

7.§14.2 In non-emergency situations involving a work transfer that is other than temporary falling under 7.§14, management will hold a meeting to explain the reason for the work transfer prior to the transfer taking place. The appropriate management representative, the employee to be transferred and, if requested by the employee, the appropriate steward shall attend.

7.§14.3 In emergency situations involving a work transfer that is other than temporary falling under 7.§14, management will endeavor to include the union in discussions surrounding the situation prior to the move being made. However, the situation at hand may not always make this prior communication feasible. In any event, management will meet with the Union and the affected employee to discuss the situation promptly.

7.§15 Temporary Transfers. If it is necessary to fill a temporary vacancy in a job classification above the bottom or entry level job in any job sequence due to the illness, accident, vacation or leave of absence of an employee, the employee with the greatest amount of job classification seniority in the next lower job classification in the job progression sequence in the work area in which the temporary vacancy occurs who has the required qualifications shall be temporarily advanced to fill such vacancy. The temporary vacancy thus created shall be similarly filled.

7.§15.1 The Employer shall have the right to temporarily transfer employees from one non-progression job to another or from the bottom or entry-level job classification of one progression sequence to another to cover for employees who are absent due to illness, accident, vacations or leave of absence for the duration of such absence.

7.§15.2 The Employer shall have the right to temporarily transfer employees, as prescribed in 7.§14.1 above, from one job classification to another to fill temporary jobs and to take care of unusual conditions or situations that may arise for a period of not to exceed thirty (30) consecutive calendar days.

7.§15.3 When it is necessary to fill temporary bargaining unit jobs or vacancies and no bargaining unit employees are available to temporarily transfer thereto, the Employer may assign student help or hire temporary employees to perform such temporary jobs or fill such temporary vacancies.

7.§16 Super-Seniority. Notwithstanding their position on the seniority list, the President and Chief Steward of the Local Union, in the event of a layoff other than seasonal, shall be continued at work so long as there is a job in the bargaining unit for which they have the then-present ability to satisfactorily perform.

7.§16.1 Notwithstanding their position on the seniority list, during the period of their appointment, district stewards, in the event of a layoff other than seasonal, shall be continued at work so long as there is a job in their district on their shift for which they have the then-present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that district stewards shall be retained in the district and on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on another shift and/or district and there are no other employees available who can satisfactorily perform such functions on such other shift.

7.§16.2 Notwithstanding their position on the seniority list, divisional chief stewards, in the event of a layoff other than seasonal, shall be continued at work so long as there is a job in their division for which they have the then-present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that divisional chief stewards shall be retained on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on another shift and there are no other employees available who can satisfactorily perform such functions on such other shift.

7.§16.3 It is understood and agreed that employees who, under the provisions of this section, have super-seniority, in the event of the curtailment of the work force shall be required to exhaust their actual seniority under the terms of this Agreement before exercising the super-seniority provided for in this section.

7.§17 Employees Transferred from Unit. A bargaining unit employee who is promoted or transferred to any other job with the Employer which does not come within the jurisdiction of the Bargaining Unit shall retain the seniority he had acquired as of the date of such promotion or transfer for a period of twelve (12) consecutive months but shall not accumulate seniority during that period. If such employee is removed from such job outside the Bargaining Unit with the Employer at his own request or for any reason other than discharge for reasons considered valid under this Agreement, within such period of twelve (12) months, such employee shall be allowed to exercise the seniority he had acquired as of the date of such promotion or transfer to return to a job within the work area from which he was promoted or transferred which he has the then-present ability to satisfactorily perform the work. It is understood and agreed that such returning employee may exercise such seniority to fill a then-existing vacancy or, if there is no then-existing vacancy, to replace the employee with the least divisional seniority provided in either event, he has the then-present ability to satisfactorily perform the work involved.

7.§17.1 Any employee so promoted or transferred who does not return to the Bargaining Unit within said period of twelve (12) months shall thereupon lose his seniority and forfeit the right to return thereto.

7.§17.2 Any employee so promoted or transferred on an emergency or temporary basis for a period of over thirty (30) days shall not accumulate seniority, nor shall the employee's earnings for the period out of the bargaining unit in excess of thirty (30) days be included in the employee's gross earnings under 12.§2 for the purpose of computing the amount of longevity pay.

7.§18 Shift Preference. When a vacancy occurs in a job classification which is scheduled on a two (2) or three (3) shift basis, employees then occupying the same job classification on a shift other than that upon which the opening occurs in the same division may exercise their seniority to transfer to the shift upon which the opening exists provided they have the then-present ability to satisfactorily perform the work required.

7.§18.1 Each opening shall be posted at each time clock where that classification reports to work. The notice shall advise employees of the openings, and shall identify the shift and scheduled days off. Employees' written request for the opening shall be given to the appropriate departmental manager within 72 hours.

7.§19 When, after the date hereof, the Employer elects to establish a shift on any other schedule than the regular day shift (Monday through Friday), or to assign employees to work on such shift, the employee or employees with the most job classification seniority in the job classifications established or to be assigned on such shift shall have preference in moving to such shift. If an insufficient number of employees in the needed job classifications elect to move to such shift, then the employees with the least job classification seniority in the needed classification shall be assigned to such shift.

7.§20 Dining Service Crews. In the Dining Services Division, employees whose work assignments start prior to 10:30 a.m. shall be considered as being employed on the first dining service crew. Dining Service employees whose work assignments start at 10:30 a.m. or thereafter shall be considered as being employed on the second dining service crew.

7.§21 Building Custodial and Support Services Crews. In the Building Custodial and Support Services Division, first shift employees whose work assignments start prior to 10:30 a.m. shall be considered as being on the custodial first shift, first crew, and first shift custodial employees whose work assignments start at 10:30 a.m. or thereafter shall be considered as being on the custodial first shift, second crew.

7.§21.1 An employee then occupying the same job classification may exercise seniority to transfer to the crew within his division upon which the opening exists according to the procedure outlined below.

7.§21.1.1 When a work location vacancy occurs within a Supervisory Area or District, as defined in Article 2 of the Agreement, employees within that Supervisory

Area or District will be given the first opportunity for the vacancy, based on divisional seniority.

7.§21.1.2 Next, employees in other Supervisory Areas or Districts, on the same shift, will be given the opportunity, based on divisional seniority, to move to the Supervisory Area or District where the vacancy exists. Any resultant movement will be based on Divisional Seniority.

7.§21.1.3 Finally, employees on the other shifts, will be given the opportunity to move to the Supervisory Area or District where the vacancy exists. Any resultant movement will be based on Divisional Seniority.

7.§21.1.4 Postings will include supervisor area or District, days off and hours worked as defined in Article 2.

7.§21.1.5 This section in no way abridges management's rights under Article 7.§14.

7.§22 Maintenance Services Work Regions. An employee occupying the same job classification on the same shift may exercise seniority to transfer to a vacant position within his division according to the procedure outlined below.

7.§22.1 When a vacancy occurs within a Supervisory Area (work region) as defined in Article 2 of the Agreement, employees in other work regions, on the same shift, will be given the opportunity, based on divisional seniority and the criteria outlined in Article 7, Section 14, to move to the work region where the vacancy exists. Any resultant movement will be based on divisional seniority and the criteria outlined in Article 7, Section 14.

7.§22.2 Postings will include supervisor area, days off and hours worked as defined in Article 2.

7.§22.3 This section in no way abridges management's rights under Article 7.§14.

## **ARTICLE 8 -- LEAVE OF ABSENCE**

8.§1 Personal Leave. A leave of absence for personal reasons (other than sick leave) of not to exceed one (1) year may be granted without pay and without loss of seniority to a regular employee who has completed two (2) years of continuous service with the Employer since his last hiring date, provided in the judgment of the Employer such employee can be spared from his work. A leave of absence will not be granted to seek or accept other employment. For provisions relative to sick leaves of absence, see Article 9 of this Agreement.

8.§1.1 A request for a leave of absence hereunder must be made in writing with one (1) copy thereof given to the employee's supervisor and another copy sent to the Department of Human Resources. Such request must be made and the approval thereof received by the employee prior to his absence in order for the employee to be on an approved leave of

absence. The Employer will advise the employee in writing within ten (10) calendar days after the request is made whether such leave is granted or denied.

8.§2 Maternity Leave. Pregnant employees shall be eligible for paid sick leave in accordance with the provisions of Article 9 of this Agreement.

8.§3 National Guards and Reserves. Leaves of absence shall be granted, without pay and without loss of seniority to regular employees who are active in the National Guards or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An employee must submit a copy of his orders to the Employer as soon as possible after the employee receives them. Employees required to attend field training of not to exceed fifteen (15) days/year shall be paid the difference between the pay they receive from the National Guard and Reserves and their regular rate of pay.

8.§4 Returning Serviceperson. The reinstatement rights of any regular employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

8.§4.1 Employees reinstated under this section, upon appropriate request, shall be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years, without pay and without loss of seniority, to attend school on a full-time basis under the applicable federal laws in effect as of the date of their reinstatement.

8.§□ Court-required Service. A regular employee who has completed his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, or is subpoenaed as a witness in a criminal action for each day upon which he performs jury duty, or is a witness and on which he otherwise would have been scheduled to work for the Employer shall be paid his normal straight-time hours at his regular rate of pay. A regular employee who is subpoenaed as a witness in a civil action shall not qualify for payment under the above provisions. However, such an employee shall be allowed to use accrued annual leave or approved unpaid leave. An employee must have completed the probationary period to use annual leave for court-required service, but this usage shall not otherwise be restricted as per 10.§4 and 10.§5. In no event shall any employee receive pay under any portion of this provision if the employee or the Employer is a party to the legal action except where the employee is subpoenaed to appear in court as a witness on behalf of the University. In order to receive any payment under this section, the employee must:

1. submit copy of summons/subpoena to his department as soon as possible;
2. complete a Court Required Service or Jury Duty Certification form and return it to his department along with the required statement from the court confirming the date and time of service; and

3. each day promptly return to work on his shift when released from jury duty, or being a witness, unless he is not released in time to reasonably permit him to return two (2) or more hours before the end of the shift.

8.§5.1 An employee who does not lose time from his regularly-scheduled work thereof, but who nevertheless has performed jury duty, or was a witness, within the eight (8) hour period immediately before the beginning of his shift, at his request may have the amount of time off from his regularly-scheduled shift equal to the time he was required to spend in court during that eight (8) hour period. In such case, the employee shall nonetheless be paid for the entire shift (if he works the remainder thereof) at his regular hourly rate for such days provided he conforms to the requirements set forth in 1, 2 and 3 in 8.§5.

8.§5.2 An employee who works the third shift and does not lose time from his regularly-scheduled work thereof, but who nevertheless performed jury duty, or was a witness, within the eight (8) hour period immediately following the end of his shift, at his request may have an amount of time off from his next regularly-scheduled shift equal to the time he was required to spend in court during that eight (8) hour period. In such cases, the employee shall nonetheless be paid for the entire shift (if he works the remainder thereof) at his regular hourly rate for such days provided he conforms to the requirements set forth in 1, 2 and 3 of 8.§5.

8.§6 Bereavement Leave. Regular employees who, at the time have completed their probationary period, shall receive the amount of pay they would have received on their regular straight time basis for each day necessarily lost during their normal work week, up to five (5) days are allowed for making arrangements and attending the funeral of an immediate family member. For the purpose of the application of fringe benefits, such five (5) days shall be considered as time worked. This payment shall not be made for any of such five (5) days on which the employee for any other reason would have been absent from work. Immediate family includes the employee's current spouse, and the employee's or current spouse's children, parents (including step-mother and step-father), grandparents, grandchildren, brother(s) and current spouse(s) (including step-brother) or sister(s) and current spouse(s), (including step-sister). "Children" includes foster children and children for whom the employee has legal guardianship. To be eligible for such pay the employee must notify his/her supervisor as soon as possible of the necessity for such absence. Proof of death by the employee may be requested by the supervisor.

8.§6.1 In the event an employee must necessarily be absent from work for the above reason for a longer period than the five (5) regularly scheduled working days specified above, such employee may request an extension of up to three (3) additional days of such bereavement leave and elect to use accrued annual leave for such additional time.

8.§6.2 In the event of the death of a relative not designated above or of a fellow employee, permission will be granted (and in the latter case such permission will be granted to a reasonable number of employees from each work center, trade group, district or crew) to attend such funeral and such employee may elect to use accumulated annual leave for such

purposes. The time off granted shall not exceed one (1) day for a funeral in the Southwest Michigan area (Muskegon, Montcalm, Ottawa, Kent, Ionia, Allegan, Barry, Eaton, Van Buren, Kalamazoo, Calhoun, Berrien, Cass, St. Joseph and Branch counties) or three (3) days for a funeral outside the area.

8.§7 Family Medical Leave. To be eligible for an unpaid family leave, an employee must have worked for the University for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the date the leave commences. A "rolling" twelve (12) month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave will be used for calculating leave requests.

8.§7.1 Eligibility. Eligible employees may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the:

- birth/care of their child;
- placement of a child for adoption or foster care;
- care of their child, spouse, or parent who is suffering from a serious health condition;
- employee's own serious health condition which causes the employee to be unable to perform the essential functions of his or her job.

Such leave will be without loss of seniority, medical, or dental benefits and life insurance, and with the assurance that the employee will be returned to his position or an equivalent position at the end of the approved leave of absence (not to exceed twelve (12) work weeks). The Employee will be responsible for premium contributions that were in effect prior to the leave and will be subject to pay his or her portion of any premium increases that occur during the leave duration.

8.§7.2 Use of Accrued Leave. During the leave, employees may choose to use accrued sick leave and/or annual leave, as appropriate (refer to 9.§3 for specific benefits relating to the use of sick leave for care of family). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid. The sick leave and annual leave used is counted as part of the twelve (12) week period.

8.§7.3 Birth or Care of a Child. A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the 12th month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave.

8.§7.4 Both Spouses Employed. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) work weeks of leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a sick parent. However, each employee may use up to twelve (12) work weeks of leave during any twelve (12) month period to care for his child or spouse

who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

8.§7.5 **Notification.** An eligible employee who foresees the need for a leave under the FMLA will contact a Benefits Specialist in the Department of Human Resources in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If the need for leave was not foreseeable to the employee, he must provide notice as soon is practicable under the circumstances, usually within one (1) or two (2) business days after the need for such leave becomes known to the employee.

8.§7.6 **Medical Certification.** When the leave is necessitated by the employee's own serious health condition or that of his spouse, child, parent, the employee must provide medical certification verifying the need for such leave to a Benefits Specialist in the Department of Human Resources. The University may require the employee to obtain a second medical opinion, at the University's expense. The second health care provider may not be employed on a regular basis by the University. If the opinions of the first and second health care provider differ, the University may require a third opinion, again at the University's expense, from a health care provider mutually agreed upon by the University and the employee. The third opinion shall be final and binding. The University may require periodic medical recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his return to work, to provide medical certification that he is able to resume work.

8.§7.7 **Intermittent Leave.** The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of a Benefits Specialist in the Department of Human Resources.

8.§7.8 **Employee Status.** Employees on an approved leave under the Act will report to a Benefits Specialist in the Department of Human Resources at reasonable intervals designated by that person regarding the employee's status and intent to return to work upon conclusion of the leave.

8.§7.9 **Health Benefits.** Although an employee on an approved leave of absence pursuant to this article will continue to be covered under the University's then-current applicable group hospital/medical and dental plan, an employee who fails to return to work at the end of the twelve (12) week FMLA period will be required to repay to the University the cost of the University-paid benefits during the unpaid leave, unless said failure to return is the result of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

## ARTICLE 9 -- SICK LEAVE

9.§1 Regular employees shall accrue paid sick leave benefits on the basis of .05 hours for each hour worked but not to exceed an accumulation in excess of one hundred four (104) hours per fiscal year nor a maximum accumulation at any one time in excess of two thousand eighty (2,080) hours. For the purpose of computing the amount of sick leave to be credited to any employee, straight-time hours for which the employee is paid although he is not actively at work shall be considered as hours worked.

9.§1.1 Regular Bargaining Unit Employees on the University payroll as of December 1 each year and who have accumulated a sick leave balance of at least 160 hours shall have the opportunity on that date (or the closest regularly scheduled University business day) to "sell back" to the University up to eighty (80) hours of accumulated sick leave. The University will pay the employee for his sick leave hours (up to the annual 80-hour limit set forth above) in accordance with the employee's then current wage rate, subject to applicable legally authorized deductions.

9.§1.2 No employee shall be permitted to draw an advance on sick leave which at the time, has not accrued to him. Sick leave may not be used in the same pay period it is accrued.

9.§2 Sick leave payments shall be made to eligible employees (to the extent of their accumulated credits) on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight-time hourly rate of the employee at the time the necessary absence occurs.

9.§2.1 Regular part-time employees will be eligible for sick leave payments from their accrued sick leave credits on the basis of not to exceed the daily or weekly straight-time hours they worked as part-time employees.

9.§2.2 It is understood and agreed that if an employee is absent from work due to a disability resulting from an injury or illness compensable under the Michigan Worker's Compensation Act, such employee shall, at the employee's request, be paid the difference between his daily disability benefits received under Worker's Compensation, not to exceed eight (8) hours of straight-time pay per day or forty (40) hours straight-time pay per week from the Employer, with such additional amount to be deducted from the sick leave plan, to the extent of his accumulated credits.

9.§2.3 Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his or her accumulated credited sick leave.

9.§3 To be eligible for sick leave payments hereunder, the employee 1) must be unable to report for work due to his own personal illness or injury or doctor or dental appointments for an immediate family member, "Immediate family member" is defined as the employee's current spouse, and the employee's or current spouse's children, parent (including step-mother and step-father), grandparents, grandchildren, brothers(s) and current spouse(s), or sister(s) and current spouse(s). "Children" includes foster children and children for whom the employee has legal guardianship. 2) must advise his immediate supervisor of the absence prior to the start of the

employee's shift, or, if it is impossible to give advance notice because of an emergency, notice must be given as soon after the start of such absence as possible and documentation of the emergency must be provided. And 3) if the Employer, having valid reason to suspect that the employee is abusing sick leave, requests evidence satisfactory to the Employer as certified by a physician of the necessity for such continuing absence in the future, for a period of up to thirty (30) days, the employee must present the same. After the date of receipt by the employee of the request for a statement from a physician certifying to the necessity for sick leave or the continuation thereof, such sick leave shall thereupon be terminated unless and until such certification is received by the University.

9.§3.1 If an employee makes frequent, short-time usage of sick leave under conditions which give rise to valid reasons for suspecting that sick leave is being used for other purposes, the Employer may notify and thereafter for a period of up to thirty (30) days require usage of sick leave must be supported by a physician's statement attesting to the necessity thereafter.

9.§3.2 If an employee is absent on sick leave for more than ten (10) consecutive days, the employee must provide a written physician's statement attesting to the ability of the employee to return to work prior to returning to work.

9.§4 When there is a question as to whether an employee is medically able to return to work following his illness or injury, the Employer may require that the employee present a statement from a physician attesting to the fact that the employee is medically able to return to work.

9.§5 If an employee, with seven (7) or more years of service as a regular employee and who is under the age of sixty-five (65), voluntarily resigns, twenty-five (25%) percent of the employee's accrued sick leave credits will be paid at the current straight-time hourly rate of pay in a lump-sum payment.

9.§6 In the event, under any circumstances, a dispute arises concerning an employee's medical ability to perform his job, if the employee is not satisfied with the determination of a medical doctor of the Employer's choice, the employee may submit a report from a medical doctor of his own choosing at his own expense. If, at this point, the dispute continues to exist, the Employer and the Union shall jointly select a medical doctor to examine the employee and submit a report to the Employer and the Union. The opinion of the medical doctor so selected shall be binding upon the Employer, the Union and the involved employee. The charges made for such examination by the medical doctor so selected shall be shared equally by the Employer and the Union.

9.§7 When an employee retires prior to age sixty-five (65) who qualifies for an immediate pension under the Michigan Public School Employees Retirement Fund, or retires after age sixty-five (65) with seven (7) or more years of service, irrespective of whether he qualifies for such immediate pension, he shall be entitled to be paid his accumulated unused sick leave as of the date of such retirement but not to exceed a total payment of one thousand forty (1,040) hours of such paid sick leave. The beneficiary of any bargaining unit employee who receives the \$25,000 Term Life policy described in 15.§3 shall not be entitled to the sick leave payout set forth in this section.

9.§8 When an employee, absent due to illness or injury, has exhausted the paid sick leave credited to his account, he will draw upon his accumulated annual leave to the extent of his accrual. However, if the employee is on an approved FMLA leave, the employee may choose to use accrued sick leave and/or annual leave, as appropriate. Retroactive payments for prior pay periods shall not be permitted.

9.§8.1 This section shall not apply to an employee absent due to illness or injury which is compensable under the Worker's Compensation Act as long as the employee is being paid weekly disability benefits thereunder. This exemption shall cease immediately upon the redemption of liability or lump sum settlement by the University.

## **ARTICLE 10 -- ANNUAL LEAVE**

10.§1 Regular employees shall accrue annual leave at the rate of 0.0462 hours for each hour worked during the first twelve (12) consecutive months of their employment since their last hiring date. Thereafter and until completion of the 96th consecutive month they shall accrue annual leave at the rate of 0.0577 hours for each hour worked. Thereafter and until the completion of two hundred forty (240) consecutive months of employment since their last hiring date employees shall accrue annual leave at the rate of 0.0693 hours per hour worked. After employees have completed two hundred forty (240) or more consecutive months of employment since their last hiring date, they shall accrue annual leave at the rate of 0.0769 hours for each hour worked. For the purpose of computing the amount of annual leave to be credited to an employee, straight-time hours for which the employee is paid although he is not actively at work shall be considered as hours worked.

10.§1.1 The maximum amount of annual leave which shall accrue to an employee in any calendar year shall not exceed the employee's annual accrual rate plus forty (40) hours.

10.§2 Eligible employees shall be entitled to annual leave, to the extent that the same has accrued, subject to the following conditions:

10.§2.1 Unused annual leave shall not accrue beyond two hundred forty (240) hours.

10.§2.2 No employee shall be permitted to draw an advance on annual leave which at the time, has not accrued to him. Annual leave may not be used in the same pay period it is accrued.

10.§2.3 In instances of pre-approved annual leave which result in periods of non-pay, and when the employee has annual leave accrual available, the accrual will be applied to the leave. In such cases of pre-approved annual leave, the entire period will be deemed as approved time off, even if such time is without pay.

10.§3 Annual leave shall be granted to eligible employees (to the extent of their accrual thereof) on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight-time hourly rate of the employees at the time the annual leave is taken. Regular part-time employees shall be eligible for annual leave (to the extent of their accrual thereof) on the basis of not to exceed the daily or weekly straight-time hours they worked as part-time employees.

10.§4 To be eligible to receive annual leave hereunder, the employee must give his immediate supervisor at least one (1) week advance notice of his desire to take his annual leave; unless annual leave is used as provided in 8.§6.1 or 8.§6.2 of this Agreement, or unless an employee is laid off other than seasonal, in which event, at the time of lay-off he shall receive his annual leave to the extent of its accrual.

10. §4.1 It is recognized by the Employer that it is occasionally necessary for an employee to request annual leave without providing the one week's notice. Such use of annual leave cannot be for less than four(4) hours (two(2) hours for Dining Services and “regular part-time” employees) or greater than eight (8) hours. The employee shall give the University’s Calling Service as much advance notice as possible; however, the employee must notify the University’s Calling Service of such an annual leave request prior to the start of the employee's shift. The employee must leave a call-back phone number and either the employee (or his designee; not an answering machine/service) must remain available for a return call from his Supervisor from the start of the employee’s scheduled shift through the end of the first hour of the employee’s scheduled shift. If the employee is not called back by the end of the first hour of his scheduled shift, the request shall be considered approved.

10. §4.1.1 An employee who timely calls-in to request non pre-approved annual leave, and whose request is denied, must report to work within the time period set by his supervisor. If the employee thereafter timely reports, he will not be considered tardy or absent, and the period of time between his scheduled start time and the time he actually reports to work and clocks-in will be treated as annual leave. An employee who fails to report within the time period set by the supervisor will be subject to disciplinary action, but may grieve the discipline and, if appropriate, the “reasonableness” of the time period set by the supervisor.

10. §4.1.2 An employee calling in to request non pre-approved annual leave is responsible for knowing he has adequate time in his annual leave bank to cover the entire request (4 hour minimum; 2 hours for Dining services and “regular part-time” employees). If the employees’ request for non pre-approved annual leave is granted, and the employee has insufficient time to cover the entire request, the employee will be subject to appropriate disciplinary action.

10. §4.1.3 If an employee makes excessive requests to use non pre-approved annual leave, his supervisor can notify the employee in writing that the employee can not make any additional requests to use non pre-approved annual leave for a specified period of time. The employee may grieve if he believes the written notice or the specified time period is unreasonable.

10. §4.2 If it is impossible to give advance notice as set forth above in Article 10. §4.1 because of an emergency, notice shall be given as soon after the start of such absence as is possible and documentation of the emergency must be provided. The employee will be charged annual leave only for the actual work time missed (i.e. from the employee’s scheduled start time through the time the employee actually reports to work and clocks-in).

10. §4.3 If an employee reports for his scheduled shift, requests and is approved for annual leave, such annual leave will be considered pre-approved. The four(4) hour minimum (2 hours for Dining services and “regular part time” employees) will not apply.

10.§5 While the Employer will endeavor to accommodate employees with respect to their preferred time for taking annual leave, it is understood and agreed that the Employer will determine the number of employees, if any, who can be spared from work for this purpose at one time. It is further understood that conditions can exist under which an employee cannot be permitted to take his annual leave at the time of his choice. Should this occur, the Employer will permit the employee to take such annual leave at a mutually-satisfactory time as soon thereafter as is practicable. The Employer shall post at all affected departmental time clocks on or before April 1st each year any known time period that annual leave will not be allowed to be used because of University needs.

10.§5.1 Annual Leave Denial Periods. (i.e. Black-out Periods) The Employer shall post at all affected departmental time clocks on or before April 1st each year any known time period that annual leave will not be allowed to be used because of University needs. However, the Employer shall limit such annual leave denial periods to department operation specific areas and classifications actually needed.

10.§5.2 The Employer must respond to annual leave written requests within five (5) working days. In administering the provisions of the above paragraph, insofar as the provisions thereof will permit, the selection of annual leave time off shall be handled in the following manner:

10.§5.2.1 In the Maintenance Services Division, Landscape Services Division, Miscellaneous Division and Building Custodial and Support Services Division, as among employees who notify their immediate supervisor in writing on or before February 1 of any year as to their choice of the time they wish to take annual leave, preference will be given to employees on the basis of their relative seniority status.

10.§5.2.2 Employees in the divisions enumerated in 10.§5.2.1 above who wait until after February 1 of any year to make their written requests shall have such requests considered on the basis of the order in which such requests were received by their immediate supervisor.

10.§5.2.3 Employees in the Dining Service Division shall be permitted to take not to exceed five (5) consecutive days of annual leave in addition to individual days of annual leave while school is in session during the academic year. However, not more than one (1) employee shall be permitted to be absent on such annual leave on any one (1) day from the same representation district, unless in the sole discretion of the Employer additional employees can be spared from work for this purpose at the same time.

10.§5.2.4 Upon written request, Dining Services employees may utilize annual leave to continue their wages during seasonal or temporary layoff periods. Any accrued annual leave not utilized in this manner will be retained in their banks through the entire duration of the seasonal or temporary layoff.

10.§6 If an employee resigns, retires, or is discharged, such employee shall receive, with his final paycheck, pay for his unused accumulated annual leave through the date upon which his employment is terminated.

## **ARTICLE 11 -- HOLIDAYS**

11.§1 The following shall be recognized as holidays: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday following Thanksgiving Day; Christmas Day; two days following Christmas Day and two days preceding New Years Day. When any of the above-named holidays occur on Sunday, the following Monday shall be celebrated as the holiday and any provisions concerning holiday pay or holiday time off shall, in such event, apply only to such Monday.

11.§2 Holiday Staffing. When the University deems it necessary to schedule employees to work on a recognized holiday, as outlined in Article 11.§1 above, the following procedure shall be followed:

11.§2.1 Building Custodial & Support Services. When areas are to be staffed on a holiday, management will determine the number of employees needed to cover said area for the holiday. The holiday work will be offered within the scheduled area or district prior to being offered to other areas or districts on the same shift, and will be based on divisional seniority. If an insufficient number of employees volunteer to work the holiday, then the eligible person(s) with the least divisional seniority in the area or district where the overtime exists shall be required to work the holiday assignment.

11.§2.2 Maintenance Services. When areas are to be staffed on a holiday, management will determine the number of employees needed to cover said areas for the holiday. The holiday work will be offered to all eligible employees within the job classification(s) required, and awarded to the employee with the most job classification seniority who has volunteered for the work. If an insufficient number of employees volunteer to work the holiday, then the eligible person(s) with the least divisional seniority within the job classification(s) will be required to work the holiday assignment.

11.§2.3 Landscape Services and Miscellaneous Services. When areas are to be staffed on a holiday, management will determine the number of employees needed to cover said areas for the holiday. The holiday work will be offered to all eligible employees within the division and will be awarded to the employee with the most divisional seniority who has volunteered for the work. If an insufficient number of employees volunteer to work the holiday, then the eligible person(s) with the least divisional seniority will be required to work the holiday assignment.

11.§2.4 Dining Services. When areas are to be staffed on a holiday, management will determine the number of employees needed to cover said area for the holiday. The holiday work will be offered to all eligible employees within the job classification(s) required and will be awarded to the employee with the most job classification seniority who has volunteered for the work. If an insufficient number of employees volunteer to work the holiday, then the eligible person(s) with the least divisional seniority will be required to work the holiday assignment.

11.§2.4.1 Management will determine the number of employees needed to staff the Bernhard Center on a holiday. The holiday work will be offered to all eligible employees within the Bernhard Center and will be awarded to the employee with the most job classification seniority who has volunteered for the work. If an insufficient number of Bernhard Center employees volunteer to work the holiday, then the eligible Bernhard Center employee(s) with the least job classification seniority who is not on approved leave will be required to work prior to offering the work to all eligible employees in Dining Services.

11.§3 Holiday Pay. When any of the above-named holidays occur on an employee's regularly-scheduled work day, if such employee is not required to work on such day he shall nevertheless receive the straight-time pay he would have received on such day had it not been a holiday, and if such day occurs prior to the time the employee had worked forty (40) hours that week, the day shall be considered as a day worked in determining the point at which time and one-half for work performed in excess of forty (40) hours during such week shall begin.

11.§3.1 When any of the above-named holidays occur on an employee's regularly-scheduled work day, qualified employees who are required to work on such holiday shall receive holiday pay for such day plus time and one-half their regular straight-time hourly rate of the employee for the straight-time hours he would have been scheduled to work on such day had it not been celebrated as a holiday.

11.§3.2 When any of the above-named holidays occur during the employee's work week on a day he is not scheduled to work, such employees shall be entitled to a scheduled work day off with pay as close thereafter as can be arranged by such employee's supervisor.

11.§4 To qualify for holiday pay or holiday time off as set forth in this Article, the employee must be a regular employee, must be on pay status at the time the holiday occurs, and must have worked his regularly-scheduled hours on the last day he was scheduled to work before the day celebrated as the holiday and the next such day following the day celebrated as such, unless a) the employee was on pre-approved annual leave, b) the employee provides medical documentation of inability to work or c) or in case of an emergency with documentation. However, regular employees who are on a non-pay status starting with the conclusion of the Fall Semester and who return to work on the first workday of the Winter Semester for which they are scheduled shall nevertheless qualify for the holidays occurring during this period upon their return to work. An employee who fails to qualify for holiday pay under this article shall lose no more than two (2) days holiday pay per incident.

**ARTICLE 12 -- LONGEVITY PAY**

12.§1 All regular, full-time employees who, as of October 31 of any year, are in active pay status and have completed six (6) or more years of continuous service with the University since their last hiring date, or, if initially employed as a temporary employee, since the date upon which they were changed to regular employee status, shall be entitled to receive longevity pay in accordance with the provisions set forth in this article. If such regular full-time employee is not on active pay status on said October 31 but is on the seniority list and permanently returns to active pay status prior to the 1st day of December, he shall qualify for longevity pay under this section.

12.§2 The longevity payment will be made in a lump sum on the first pay day in December following an employee's establishment of eligibility therefore and shall be computed as a percentage of the eligible employee's gross earnings from the University during the twelve (12) month period ending on the preceding June 30.

<b>Years of Continuing Service Since Last Hiring Date</b>	<b>Percent of Such Earnings During 12-month Period Ending on Previous June 30</b>
6 but less than 9 years	4.5
9 but less than 11 years	5
11 but less than 14 years	5.5
14 but less than 17 years	6
17 but less than 20 years	6.5
20 or more years	7

12.§3 For the purposes of this article, continuous service shall be broken by: 1) quit; or 2) discharge. However, employees whose employment is for the academic year only will not suffer a break in continuous service by reason of their employment only during the Employer's academic year provided they return to work immediately at the start of the following year.

12.§4 Employees absent from work due to layoff (other than is referred to in 12.§3 above), physical disability (for which Worker's Compensation is not being received), leave of absence or authorized sick leave (other than paid sick leave) for a period of more than three (3) consecutive months shall not be credited with nor continue to accumulate continuous service for any period thereafter, until they are returned to the Employer's active payroll (active pay status).

**ARTICLE 13 -- HOURS OF WORK**

13.§1 Except as otherwise provided below, the normal work day shall consist of eight (8) hours of work and the normal work week for an employee shall consist of forty (40) hours of work.

13.§1.1 Dining Service employees assigned to work in the Bernhard Center will alternately be scheduled to work, eight (8) hours per day, five days per week, one week (Monday through Friday), and six and one half (6 and ½) hours per day, five (5) days per week (Monday through Friday), plus seven and one half (7 and ½) hours on Saturday or Sunday, the second week on a rotating basis. During Spring/Summer session, employees will be scheduled to work eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. The employer will schedule weekends off as equitably as possible among all employees.

13.§1.2 All other Dining Service employees shall be assigned in such rotating manner that one (1) weekend out of two (2) regularly-scheduled weekends they will work a five (5) hour shift on a Saturday or a five (5) hour shift on a Sunday. Thus, each such employee shall be scheduled to work 35 hours one week and 40 hours the next week.

13.§1.3 F-3 Stockpersons may be assigned F-3 Cook duties on weekends (this arrangement will not serve as a precedent for any other classification).

13.§1.4 If the Employer determines that it is necessary to adjust the hours of operation in Dining Services, the Employer will notify the Union fifteen (15) days before the change, and, upon the request of the Union, will meet and confer with the Union to discuss the changes.

13.§1.5 Building Custodial and Support Services Division custodians assigned to work in the student housing areas will continue to be assigned to five (5) eight-hour days per week with their days off staggered in such a manner as to permit adequate seven (7) days per week coverage for the buildings to which they are assigned.

13.§2 Employees shall be entitled to a fifteen (15) minute break or rest period during the first half of their shift and a fifteen (15) minute break or rest period during the second half of their shift. These two fifteen-minute breaks or rest periods may be combined into one (1) thirty (30) minute break. This schedule determination shall be at the discretion of the supervisor. Employees scheduled to work six (6) or less hours per day shall be entitled to only one (1) fifteen (15) minute break or rest period. It is understood and agreed that the timing of the break or rest periods may vary in some instances depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break or rest period until the urgent aspect of the job then being performed has been completed. When environmental conditions indicate a risk of "heat stress," the Department of Environmental Health and Safety may recommend additional rest periods for employees whose work is impacted by weather.

13.§2.1 Employees shall be allowed a personal wash-up period starting five (5) minutes prior to the end of their regular shifts. Employees working overtime will be allowed a personal wash-up period starting five (5) minutes prior to the end of such overtime period in lieu of the regular wash-up period. In those cases where, because of the nature of the work performed by the employee, more than five (5) minutes are required for wash-up, additional time may be allowed by the supervisor on a case-by-case basis.

13.§2.2 Employees shall be required to be ready to start work at the start of their scheduled shift and shall be required to remain at work until the end of their shift except for the rest or break periods, unpaid lunch period and wash-up period referred to in this section.

13.§2.3 Employees may not punch in more than twelve (12) minutes prior to the start of their shift.

13.§3 The first shift shall be any shift that regularly starts on or after 5:00 a.m., but before 2:00 p.m. (Bakery employees, however, who normally start work prior to 5:00 a.m. shall be considered as day shift employees.) The second shift shall be any shift that regularly starts on or after 2:00 p.m. but before 9:00 p.m. The third shift shall be any shift that regularly starts on or after 9:00 p.m. but prior to 5:00 a.m. (except for bakery employees as above provided).

13.§4 Continuous operations shall be defined as those for which there is regularly scheduled employment for twenty-four (24) hours per day, including the Building Custodial and Support Services Division, and Maintenance Services and, on a seasonal basis, Landscaping construction crew, and support groups.

## **ARTICLE 14 -- WAGES**

14.§1 The job classifications and hourly rate thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

14.§2 Time and one-half an employee's regular straight-time hourly rate of pay shall be paid for all work performed in excess of eight (8) hours on any work day or in excess of forty (40) hours in any work week, whichever results in the greater amount of pay for the week.

14.§2.1 When an employee is absent on paid sick leave or annual leave on any day or days during his regularly-scheduled work week, the period of such absence shall nonetheless be considered as time worked for the purpose of computing overtime pay for work performed in excess of forty (40) hours during that week.

14.§3 A shift premium of forty (\$.40) cents per hour, in addition to the employee's regular hourly rate, will be paid to all employees who are permanently scheduled to work the second shift. A shift premium of fifty (\$.50) cents per hour, in addition to the employee's regular hourly rate, will be paid to all employees who are permanently scheduled to work the third shift. Such premium shall be added to the employee's straight-time hourly rate of pay before the computation of any applicable overtime payments. Maintenance Services third-shift employees shall receive ten (\$.10) cents per hour in addition to the shift premium.

14.3.1 Building Project Specialists, Carpet Cleaners, and Recreation Sports Specialists will be assigned to regular shifts based on their classification seniority, with senior employees being allowed to exercise preference for available assignments. Management shall determine the number of regular assignments available on each shift. Building

Project Specialists, Carpet Cleaners, and Recreation Sports Specialists shall receive a “swing shift” premium of fifty (\$.50) cents per hour, as management may change the work schedules of these employees with forty-eight (48) hours notice. Employees in these three (3) classifications are not eligible for the shift premiums referenced in 14.§3 above.

14.§3.2 A weekend shift premium of fifty (\$.50) cents per hour shall be paid to all employees who are regularly scheduled to work on Saturday and/or Sunday. This premium will be in addition to the employees' regular hourly rate and shift premium if applicable. Payment of the weekend shift premium will be paid to employees only for hours worked on Saturdays and/or Sundays of their regularly scheduled work week.

14.§4 A hazardous work premium of sixty-five (\$.65) cents per hour will be added to the regular hourly rate of all electricians who are regularly assigned to work with high voltage.

14.§5 All Dining Services employees regularly assigned to the Bernhard Center (excluding employees working in the Bernhard Center only on weekends, and those assigned to late night carry out services in the Bernhard Center) will receive a premium of twenty-five cents (\$.25) per hour.

14.§6 When, through the bidding procedure, an employee is awarded a job in a job classification for which the hourly rate of pay is higher than the hourly rate of pay for the permanent job classification from which he bid, such employee shall, as of the date he starts working thereon, be paid the hourly rate applicable for the job thus awarded to him.

14.§7 When, through the bidding procedure, an employee is awarded a job in a job classification for which the hourly rate of pay is less than the hourly rate of pay for the permanent job classification from which he bid or when, due to layoff other than seasonal, an employee exercises his seniority to take a job in a job classification for which the hourly rate of pay is less than the hourly rate of pay for the permanent job classification from which he was removed, he shall thereupon be paid the hourly rate applicable to the job classification into which he bid or bumped.

14.§8 When an employee is removed from his job due to his inability to satisfactorily perform the duties thereof, such employee shall thereafter be paid the hourly rate for the job classification into which he is thereafter placed.

14.§9 If an employee is temporarily transferred as provided for in 7.§15 of this Agreement, for a period of less than one (1) full regularly-scheduled working day, he shall continue to receive the hourly rate of pay he would have received on his permanent job assignment. If the period of such temporary transfer is for one (1) or more full regularly-scheduled working days, he shall be paid the hourly rate applicable to the job classification to which he was temporarily transferred or the hourly rate applicable to the job from which he was temporarily transferred, whichever is the greater, for the period during which he was so temporarily transferred.

14.§10 Except as specifically provided in 14.§9 above, changes in an employee's rate of pay due to promotion, transfer, demotion, reclassification or similar changes in status shall become effective only at the beginning of the employee's first full regularly-scheduled day of work in such job classification following the date of such change.

14.§11 Shoe Allowance The University agrees to pay AFSCME employees an annual shoe allowance in the amount of seventy-five dollars (\$75). This payment will go to all AFSCME employees in January of each year.

14.§12 Call-in Pay. An employee who is called in for emergency duty of work not scheduled in advance, which is outside of and not continuous with his regular working period, shall be paid time and one-half for the hours actually worked but not less than three (3) hours of pay at time and one-half. The worked hours for which time and one-half payment is made hereunder shall not be counted as straight-time hours worked for the purpose of computing time and one-half of work performed in excess of forty (40) hours per week. There shall be no pyramiding of overtime payments under this Agreement.

14.§13 Reporting Pay. An employee who reports for work at the start of his own regularly-scheduled shift and is sent home because there is no work available for him shall receive four (4) hours of straight-time pay at his regular hourly rate for so reporting. If such employee is put to work, he shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the University, due to a civil disturbance, or due to an employee having been displaced by the exercise of seniority by another employee, nor shall it apply if the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period refuses to perform the same.

14.§14 Retirement Program. The University will contribute to the Michigan Public School Employees Retirement System (MPSERS) for those employees hired by the University prior to January 1, 1996. Such employees are automatically enrolled per MPSERS mandate in the MPSERS Member Investment Plan (MIP), a supplemental retirement program designed to increase retirement benefits. The amount paid to each employee upon retirement is set by the State (MPSERS) Retirement System.

Employees hired on or after January 1, 1996 are not eligible for the MPSERS Plan, and are enrolled in the Defined Contribution Plan -- currently the Teachers Insurance Annuity Association-College Retirement Equities Fund (TIAA/CREF). Employees hired after January 1, 1996 must work a minimum of thirty (30) hours per week to be eligible to receive the University's contribution to TIAA/CREF.

Employees receiving retirement benefits under the MPSERS Plan will receive the MPSERS hospital and medical coverage. The University shall pay the MPSERS premium for retired employees who meet the definition of WMU retiree. Employees under the Defined Contribution Plan (currently TIAA/CREF), who meet the definition of a WMU retiree, will be covered under the University's hospital and medical plan or other University sponsored plans

available to bargaining unit employees. The cost of dependent coverage under both the MPSERS and defined contribution plans will be borne by the employee/retiree.

14.§14.1 Retiree Defined. Being eligible for TIAA/CREF or MPSERS retirement allowance and contributions does not automatically qualify an employee for WMU retirement status benefits. To be eligible for WMU retiree status and the commensurate retirement benefits an employee must meet the following criteria: Employees hired before July 1, 1996 must have (1) completed a minimum of ten (10) years of service as a regular (continuing or terminal) full-time status employee with WMU and (2) Employees must be at least fifty five (55) years of age. Employees hired or re-hired on or after July 1, 1996 must (1) complete ten (10) years of continuous full-time service immediately preceding the date of retirement and (2) Employees must be at least fifty five (55) years of age. Continuity of service shall not be broken unless seniority is terminated as provided in Article 7.§4.

14.§14.2 Description of TIAA/CREF Defined Contribution Benefit. For employees hired on or after January 1, 1996, the University contributes a percentage based on each employee's salary toward his retirement. Contributions by the employer are made to the Federal Insurance Contributions Act (FICA), required for all employees; and the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA-CREF) with five year delayed vesting.

The amount of retirement contribution is determined by the FICA for both the employer and employee. Under the TIAA-CREF Retirement Plan, all contributions are made by the University. Currently, that contribution is eleven percent (11%) of total gross earnings.

Employees can add to future retirement security by electing a tax deferred savings program through payroll deduction. Monies put aside for this purpose will not be taxed until they are received as retirement income.

Under the current agreement between Local 1668 and Council 25 of the American Federation of State, County and Municipal Employees' (AFSCME) Union AFL-CIO and Western Michigan University, eligible University retirees with at least ten (10) years of full-time service at the University and who are at least 55 years of age, may continue to receive hospital-medical coverage paid for by the University, and may continue dependent hospital-medical insurance after retirement at their own expense.

## **ARTICLE 15 -- GROUP INSURANCE AND HEALTH CARE BENEFITS**

15.§1 Group Insurance. The present level of group insurance benefits, for the life of this Agreement, shall remain in effect to the same extent and manner and under the same conditions as prevailed immediately prior to the effective date of this Agreement, except as modified in this article.

15.§1.1 For employees who are laid off for lack of work, the Employer will continue to pay the monthly premiums for such coverage through the second month following the month in which such absence began. Employees who are laid off beyond this length of time must make arrangements for the payment of the full premium rate in order to retain coverage to the extent permitted by the group insurance policy.

Group hospital/medical coverage will be continued at Employer's expense for employees with approved worker's compensation eligibility who are off work due to work-related injuries or illness. The coverage for such employees and their eligible dependents will continue the same as it was at the time of the injury for twenty four (24) months or until his employment at WMU is terminated, whichever comes first. This twenty four (24) month limitation will apply to workers compensation cases initiated after ratification of the current agreement. Employees receiving workers compensation prior to ratification will not be subject to the twenty four (24) month limitation.

15.§1.1.1 For the purpose of the above 15.§1.1, employees whose employment is for the academic year period shall not be considered as being laid off during the period beginning with the end of the Winter Session and ending with the start of the next succeeding Fall Session, provided they return to work immediately at the start of the Fall Session.

15.§2 Long-term Disability. Long-term disability benefits will be sixty-six point sixty-seven percent (66.67%) of the applicable base and will go into effect on the 31<sup>st</sup> day and upon complete exhaustion of accumulated sick leave benefits. The monthly maximum will be three thousand dollars (\$3,000). The employee will pay fifty percent (50%) of the premium and the Employer will contribute fifty percent (50%) as set by the insurance carrier. One rate will apply to all bargaining-unit members and for the life of this Agreement the dollar contribution by the employee will remain constant at fifty percent (50%) of the first prevailing premium established immediately after the new coverage is in effect.

15.§2.1 In order to qualify for long-term disability (LTD) insurance coverage during the summer layoff period, Dining Services employees must be on a full-time (75-80 hours per pay period) summer work assignment in the bargaining unit and carry LTD insurance for their regular job during the academic year. Employees will only be eligible for LTD insurance during the portion of the summer that they are scheduled to work in their full-time, temporary assignment. If any employee becomes disabled and eligible for LTD insurance payments, the University's LTD carrier will not assume that employees would have been eligible for summer work assignments in the future.

15.§3 Life Insurance. The Employer shall provide bargaining-unit employees with ten thousand dollars (\$10,000) of non-decreasing basic term life insurance coverage. The Employer will pay one hundred percent (100%) of the annual premium.

In addition to the above basic term life insurance coverage, the Employer will provide, at its own cost, twenty-five thousand dollars (\$25,000) of non-decreasing term life insurance coverage

to employees. This policy applies to employees who die while on the active payroll, while on seasonal layoff or while on an approved non-paid leave of absence, provided in this latter instance that the employee has paid the University the premium cost of such coverage while on the approved non-paid leave through the date of his or her death.

The beneficiary of any employee who receives the twenty five thousand dollar (\$25,000) term coverage described herein will not be eligible for sick leave payout set forth in 9.§7.

Optional supplemental life insurance will be made available to employees. The employee will pay one hundred percent (100%) of the annual premium through payroll deduction.

#### 15.§4 Health Care Benefits.

15.§4.1 Effective January 1, 2010, the University shall offer a Preferred Provider Organization (PPO) health plan for all employees and retirees. The Sindecuse Plan as described in this article shall continue for the length of this agreement.

15.§4.2 The parties agree that the following definitions apply to the University's health benefit plan: "Dependents" shall be defined as children of bargaining unit members by birth, marriage, adoption or court order, including step children, and is distinct from "spouse". "Spouse" shall be defined as current spouse, by legal marriage.

15.§4.2.1 Eligible dependents (as defined above) shall be covered to age nineteen (19) and then to age twenty-five (25) if attending a recognized post-secondary school on a full time basis. Sponsored dependents will no longer be covered by the University's health medical plan.

#### 15.§5 Health Care Premiums

15.§5.1 Bargaining Unit employees with the single coverage under the PPO Health plan shall contribute 10 percent (10%) of the two-person rate. Effective January, 2007.

15.§5.2 The Employer shall subsidize medical premiums for the PPO at seventy five percent (75%) for the spouse and/or dependents of the bargaining unit employee.

#### 15.§6 Principles of Care and Services

15.§6.1 The University shall provide health care benefit coverage to all bargaining unit employees according to the level of service and plan design as described in the plan documents (Benefits Summary and Benefit Guides).

15.§7 Vision and Dental Care Services. The following health care services shall be covered, at the level of service immediately prior to the date of this agreement.

15.§7.1 Vision. Eye examinations, lenses, and frames according to the level of service and plan design as described in the plan documents (Benefits Summary and Benefit Guides).

15.§7.2 Dental. Dental services as described in the plan documents (Benefits Summary and Benefit Guides).

#### 15.§8 The Sindecuse Plan

15.§8.1 The Sindecuse Plan describes additional benefits applicable only to members enrolled in the PPO plan.

15.§8.2 Prescriptions. Prescription drugs and medications shall be available at the Sindecuse Center Pharmacy according to the following three-tier co-pay structure:

Tier 1- Generic- \$10.00

Tier 2- Formulary Brand- \$25.00

Tier 3- Non-formulary Brand- \$25.00

15.§8.3 Laboratory Screening. Preventive tests shall be available through Sindecuse at the level of service and plan described by that facility.

15.§8.4 Preventive Care. Annual physicals shall be available at Sindecuse at the level of services and plan described by that facility. Routine mammograms, with one baseline mammogram between the ages of 35 and 39, and one mammogram every calendar year beginning at age 40; routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age 40. Annual screening exam(s) done at the University's Sindecuse Health Center will be covered at one hundred percent (100%), not subject to a deductible. These services will be available at the level of service as defined by that facility.

#### 15.§9 Promotion of Health and Healthy Lifestyles

15. §9.1 Use of Recreational Facilities. Western shall provide the bargaining unit with scheduled access to and use of recreational facilities such as Lawson Ice Arena and Gable Natatorium, Kanley Park and Track, and the outdoor tennis courts. Western shall make available to bargaining unit members a "limited membership" to West Hills Athletic Club. If a bargaining unit member chooses, he/she may instead receive credit toward a "full membership." This credit is determined upon the fair value of the "limited membership" and is currently valued at \$225 (this amount is evaluated annually and may change). As an alternative, Western will make available to any interested bargaining unit member an annual membership to the Student Recreation Center ("SRC"). At West Hills and SRC bargaining unit members will have access to services and facilities normally provided to members. Accepting either the West Hills or SRC membership will result in tax consequences of reported income on a bargaining unit member's W-2, and will cause

tax withholding to occur in the pay period in which an option is elected (at present, approximately \$225 reported income for the West Hills “limited membership” or credit, or the SRC membership).

15.§9.2 The Wellness and Fitness Program. Western shall continue to provide the wellness and fitness program. A limited membership at West Hills will be required for Zest for Life offerings at that facility. Western agrees that it will, for the life of this Agreement, provide a wellness and fitness program that is substantially equivalent to the program that existed as of April 1, 1993.

## **ARTICLE 16 -- OVERTIME**

16.§1 Scheduled Overtime-General (covering all classifications). The opportunity to work overtime (or extra hours for employees regularly scheduled to work less than eight (8) hours per day or forty (40) hours per week), shall be distributed as equitably as is practicable among employees in the same classification and on the same shift within the work center, trade group, district or crew where the overtime, (or extra hours) work occurs, who have the then-present ability to satisfactorily perform the required work.

16.§1.1 The overtime equalization lists shall be reset at the beginning of each fiscal year by assigning zero (0) hours to the person on each list with the lowest number of total hours (overtime hours worked plus overtime hours refused) and adding 0.1 overtime hours to each person in ascending order of total hours.

16.§1.2 If it is necessary to go beyond the job classification in which the overtime work occurs to obtain employees for the overtime assignments, then the opportunity to work such overtime shall be as equitably distributed as is practicable among employees within the work center, trade group, district or crew who have the then-present ability to satisfactorily perform the required work as above provided.

16.§1.3 When it is necessary to have work performed on an overtime basis, if an insufficient number of employees offered such opportunity are willing to accept the assignment, then the qualified employees in the job classification in the work center, trade group, district or crew with the least seniority shall be required to accept the assignment. It is further provided, however, that an employee who, as a result of mandatory overtime, has worked fourteen (14) or more consecutive days without a day off, shall have the right to decline the overtime on his regular days off.

16.§1.4 The qualified employee with the least number of overtime hours will first be offered the opportunity to work the available overtime and so on down the list in an effort to equalize the opportunity to work overtime. Employees who are absent from work when the overtime opportunity occurs, other than for sick and annual leave as provided below, when the overtime opportunity occurs or, who having been offered the opportunity to work the overtime, fail to work the overtime, shall be charged (as though they had worked) with the average number of overtime hours worked by the employees

in the affected classification on that occasion. An employee who is on paid sick leave or approved annual leave for ten (10) or less consecutive regularly-scheduled working days will not be charged with missed opportunities for overtime during such period. Qualified employees not offered overtime work in accordance with this section shall be offered the next available overtime opportunity. Qualified employees not offered overtime work in accordance with this section two (2) consecutive times, shall be paid time and one-half their regular rate of pay for all hours they would have worked had they been given the opportunity to work the available overtime hours on that occasion. Such hours will be added to the overtime list as hours worked. Scheduled overtime will be charged to the overtime list.

16.§1.5 An up-to-date list showing overtime worked by and/or opportunities charged to employees will be posted in a prominent place in each work center, trade group, district or crew within five (5) working days after the conclusion of the last completed pay period in which overtime occurred, and will be distributed to the Chief Steward and divisional stewards. Any discrepancies or errors on the list will then be discussed by the Chief Steward or the relevant divisional steward with the assistant manager or an area supervisor within five (5) working days of the date of posting. Except for changes made as a result of such discussions, no changes will be made to the list after the five (5) day period.

16.§1.6 Employees who change classifications and new employees, when placed on the overtime list, will be positioned on the list with the highest amount of overtime hours plus one (1) worked by any employee in the new classification in the trade group, work center, district or crew as of the date of the reclassification.

16.§1.7 If an employee is given less than twenty-four (24) hours notice of a scheduled overtime assignment being awarded, then the employee has the option of refusing the overtime opportunity without being charged. However, employees in Dining Services will be charged.

## 16.§2 Scheduled Overtime-Maintenance Services

16.§2.1 The parties agree that when overtime is available for the trades positions and there is not a sufficient number of journeypersons signing for the overtime, the University will allow apprentices to work the overtime unless there is a safety consideration or if there is the need to have journeypersons accomplish the work.

16.§2.2 The overtime equalization lists in the Maintenance Services Division shall be by classification and shall include employees on all work schedules.

16.§2.3 Graduated apprentices in the Maintenance Services Division shall be placed on the overtime equalization list for their classification as outlined in Article 16, Section 1.6.

## 16.§3 Scheduled Overtime-Building Custodial and Support Services

16.§3.1 The following overtime equalization lists shall be used in the Building Custodial and Support Services (BCSS) division for scheduled overtime: 1) Custodian, 2) Recspo Specialist, 3) Carpet cleaners, 4) Special Projects, 5) Ice Maintenance Serviceperson, and 6) Campus-wide Custodian. In each case, the overtime equalization list shall be by classification and shall include employees on all work schedules.

16.§3.1.1 Available overtime opportunities for all work schedules shall be posted at all time clocks simultaneously for seventy two (72) hours. Employees who are interested in working the overtime shall contact the BCSS office within this seventy two (72) hour period. Eligible employees who do not contact the BCSS office within this period shall be charged as if they refused the overtime opportunity.

#### 16.§4 Scheduled Overtime-Landscape Services

16.§4.1 The following equalization lists shall be used in the Landscape Services Division for scheduling overtime: 1) Groundskeeper labor pool (M-2 Groundskeepers I, M-2.5 Groundskeepers II, M-3.3 Gardeners, M-3.5 Equipment Operators I, M-4 Master Gardeners, 2) M-4.5 Equipment Operators II, 3) M-5 Landscape Services Tradespersons, 4) Cement Finishers, 5) Small Engine Mechanic, and 6) Arborist.

#### 16.§5 Scheduled Overtime and Extra Work-Dining Services

16.§5.1 The following equalization lists shall be used in Dining Services for scheduling overtime or extra hours: 1) Bernhard Center – Scheduled Overtime (all Bernhard Center employees are placed on this list), 2) Burnham Weekend Extra Work (voluntary list), 3) Valley 2 Weekend Extra Work (voluntary list), and 4) Dining Units Weekday Extra Work (each Dining Unit excluding the Bernhard Center will have a Weekday Extra Work list, all employees are placed on their unit list).

16.§6 Continuation of Job Overtime. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. Overtime work performed as a continuation of a job will not be charged to the overtime list.

16.§7 Call-in Overtime. Employees who are called in as provided for in 14.§12 shall be called on the basis of their supervisor's discretion, to be based upon various factors relating to the emergency, including primarily their qualifications and, secondarily, their proximity to the University. When an employee is called, the supervisor will inform the employee of the nature of the work that the supervisor expects to be performed. Overtime work performed on a “call-in” basis will not be charged to the overtime list.

16.§7.1 Employees who are called in as provided for in 14.§12 shall be called from a list of volunteers by classification. Employees may have their names added to or removed

from this list upon request. When it is necessary to have work performed on a call-in basis, if an insufficient number of employees called for such purpose are willing to accept the assignment, then the employee on the call-in volunteer list with the least seniority shall be required to accept the assignment. If there are an insufficient number of employees on the volunteer list, then the process outlined in 16.§1.3 above shall be followed.

16.§7.2 An employee who, as a result of mandatory overtime, has worked fourteen (14) or more consecutive days without a day off, shall have the right to decline the overtime on his regular days off.

## **ARTICLE 17 -- TRAINING AND EDUCATION**

17.§1 The Joint Apprenticeship, Training and Education Committee (JATEC), formerly called the Joint Apprenticeship and Training Committee (JATC), is responsible for administering formal training for skilled trades employees.

17.§2 The current Apprenticeship Program as evidenced by the Apprenticeship Agreement between the parties hereto, as amended, shall remain in effect for the duration of this Agreement. Any changes in the Apprenticeship Agreement must be mutually acceptable to the Employer and the Union.

17.§2.1 The University will consider new apprentice positions, contingent upon attrition, provided that the specific trades in which the positions will be established shall be determined by the University to ensure an apprentice to journeyman ratio of 1:10 in any trade.

17.§2.2 The structure of the apprenticeship program, including curriculum, performance standards, and a progression pay structure, will be developed by the JATEC, with appropriate Union and University representation. The progression pay structure will be similar to other federally approved apprentice programs.

17.§2.3 Upon completion of an AFSCME/WMU apprenticeship program, an employee will be awarded the appropriate job classification seniority retroactive to the start date of the employee's apprenticeship program.

17.§3 Skilled Trades Helper (STH) trainees will participate in a two (2) year training and education program. The structure of this training and education program, including curriculum, performance standards, a semi-annual testing program, and a progression pay structure, will be developed by the JATEC, with appropriate Union and University representation. Employees in STH classification prior to the implementation of this program or placed in the STH classification according to the provisions of Article 7.5 will not be required to participate in this program.

17.§4 The parties may jointly ask the Joint Apprenticeship, Training and Education Committee (JATEC) to study training issues in other areas.

17.§4.1 When the JATEC is studying training in an area that is not regularly represented on the Committee, the Union and the University shall each appoint one person from the area being studied to serve as special, temporary members of the Committee for the purpose of studying and making recommendations about their area only.

17.§5 Non-apprenticeship training and education. The Union will designate one person for each trade classification to meet regularly with a trade classification management representative in order to identify training and education needs for the trades in each classification.

17.§6 The Union and the University recognize the value of informal training and encourage the divisions to make use of on-the-job training for AFSCME employees, when operational needs permit.

## **ARTICLE 18 -- SAFETY**

18.§1 The joint Safety Committee shall consist of eight (8) members selected by the Union and eight (8) members selected by the Employer. The eight (8) Union members will be designated by the Union.

18.§1.1 The purpose of the joint Safety Committee shall be to assist the Employer in the development and dissemination of safety information, to report and discuss unsafe conditions or activities that they may observe or have reported to them and to recommend remedial measures to alleviate unsafe or unhealthy working conditions or practices.

18.§1.2 It shall not be the function of the joint Safety Committee to initiate grievances concerning safety or other related matters.

18.§1.3 Regular meetings of the joint Safety Committee shall be held monthly starting not later than 1:30 p.m. on the day for which the meeting is scheduled. Employees shall suffer no loss of pay for time necessarily spent in such meetings during their regularly-scheduled working hours. If a special meeting is called by the Employer's representatives on the committee (or is mutually agreed upon), employees shall suffer no loss of pay for time necessarily lost from their regularly-scheduled work while attending such special meeting. In the event the Union members of the Safety Committee request a special meeting which is not mutually agreed upon, such meeting shall nonetheless be held within five (5) calendar days after such request is made. In this latter case, employees will not be paid for time necessarily lost from their regularly-scheduled work while attending such meetings.

18.§2 Should an employee feel that his work requires him to work under unsafe or unhealthy conditions he shall report the conditions to his supervisor and his steward for the proper action. If the matter is not adjusted to the Union and management's satisfaction, the grievance procedure may then be instituted. The Union may process the grievance through the third step of the grievance procedure, but may not take the grievance to arbitration. Union stewards shall suffer no loss of time or pay for time necessarily lost from their regularly-scheduled working hours

while investigating and presenting safety grievances in accordance with Article 2.§4, Article 3, and as herein provided. The employee and the Union do not abdicate any rights given to them by the Michigan Occupational Safety and Health Act (MI-OSHA) by filing such a grievance and therefore are free to file a complaint with the appropriate state department.

18.§2.1 Grievances related to unsafe or unhealthy conditions, as outlined above, are subject to an expedited grievances procedure with the following timeframes. The first step answer shall be issued within three (3) regularly scheduled working days of the first step grievance meeting. The second step answer shall be issued within three (3) regularly scheduled working days of the second step grievance meeting. The third step answer shall be issued within five (5) regularly scheduled working days of the third step grievance meeting.

## **ARTICLE 19 -- GENERAL**

19.§1 The Employer shall have the right to subcontract the work which, in its judgment, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on a proven economical basis.

19.§1.1 This policy shall not affect the right of the University to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

19.§1.2 Except where time and circumstances prevent it, it is the policy of the Employer in all cases of the subcontracting of work involving the maintenance of the University's Physical Plant to have advance discussions with the Local Union President, Chief Steward and one other representative to be designated by the Union prior to letting such a contract. In this discussion, the Employer is expected to review its plans or prospects for letting a particular contract. The Local Union shall be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. The Union shall be offered the opportunity to respond to the Employer's information in light of all the attendant circumstances.

19.§1.3 In the event the Employer is considering the contracting or subcontracting of work regularly and customarily performed by bargaining-unit employees in any area, which subcontracting might result in the displacement of regular bargaining-unit employees, the Employer will call a meeting with the Local Union President, the Chief Steward, and one other representative to be designated by the Union prior to accepting bids from any subcontractors. At this meeting, the Employer will provide the Union with all available information relating to the subcontracting under consideration and will offer the Union the opportunity to prove to the Employer that it has the manpower, proper equipment, capacity and ability to perform the work and that it can be performed on a more economical basis without subcontracting.

19.§1.4 In the event that the Employer decides that subcontracting is indicated, the Employer will endeavor to place the displaced employees in jobs that may be available in other operations on campus, provided the employees have the present ability to satisfactorily perform the available work. In the event employees thus affected do not have the "present ability" to satisfactorily perform such available work, to the extent their seniority will permit, the Employer and the Union will endeavor to place the displaced employees in available jobs for which they have the "required qualifications" in accordance with the provisions of 7.§8.2. In the event employees are to be laid off as a result of contracting or subcontracting, the layoff procedure set forth in this Agreement shall apply.

19.§1.5 The University acknowledges the Union's desire to secure work opportunities for existing and future bargaining-unit members, and the Union acknowledges the University's desire to have work performed in the most efficient and economical manner, and to provide work opportunities for students. To this end, and to improve communication and information sharing between parties, the parties have agreed to provide for up to one regular meeting a month (provided that either party has an item to discuss on an agenda to be agreed upon in advance by the Union President or designee and the University Contract Administrator or designee). This meeting will be attended by the Manager of Remodeling Services, the Manager of Architects, the Union President and the Union Chief Steward. An additional bargaining-unit employee, if designated in writing one week in advance of this meeting, may also attend. In addition, the Union acknowledges and agrees with the University's desire to staff hot dog carts with student employees.

19.§2 The Union recognizes the Employer may issue uniforms, and establish rules and regulations governing the wearing of them under this section of the collective bargaining agreement.

19.§3 The Union may participate in discussions regarding issuance of uniforms. The Union reserves the right to the grievance procedure if it believes that the rules and regulations governing the wearing of uniforms are unreasonable.

19.§4 Nothing contained in this Agreement shall be construed to prohibit students from painting their own rooms or from painting decorative murals or designs in other rooms or areas in accordance with University regulations. It is understood that the University will maintain its regular painting schedule. When it is necessary to paint a base coat prior to the application of murals or designs, this work shall be performed by the regular painters.

19.§5 If the Employer creates or revises present bargaining unit job descriptions, such descriptions will be provided to the Union at least thirty (30) calendar days prior to implementation. The Union may provide to the Employer any suggested recommendations prior to the implementation date, and the Employer will consider the Union's input. If the Employer chooses not to accept the Union's recommendations, the Employer will schedule a special conference to explain its rationale.

19.§6 For those regular, full-time employees who have completed their probationary period with the Employer and who enroll for classes offered by the University, one hundred (100%) percent of the appropriate student fee for such classes, not to exceed eight (8) semester hours per semester or four (4) hours per Summer Session, shall be waived.

19.§6.1 Spouse/Dependent Tuition Remission is also available to benefits-eligible, full-time employees. Western will remit the tuition for seventy five (75%) percent of the credit hours of undergraduate courses taken at the University by the spouse or dependent, up to a lifetime maximum of one hundred thirty (130) undergraduate credit hours for each participant. Eligibility must be established and application for remission made to the Department of Human Resources.

19.§7 The Union recognizes that it is the right and responsibility of the Employer to evaluate its employees, as limited only by the express and specific terms of the collective bargaining agreement.

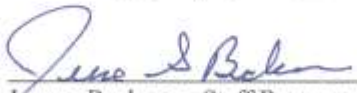
19.§8 The University shall allow bargaining unit members to eat in the Dining Services of the Residence Halls. The employees will be allowed to eat in Valleys 1, 2 and 3 and the John T. Bernhard Center. Employees who are working in Davis, Draper, and the Burnham Residence Halls during serving times will be allowed to eat in the Dining Services of these areas.

**ARTICLE 20 -- DURATION OF AGREEMENT**

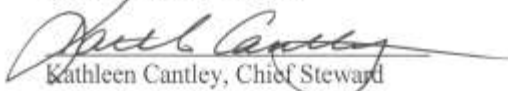
20.1 This Agreement shall become effective as of the 12th day of August, 2009, and shall continue in full force and effect until 12:01 a.m. on the 12th day of August, 2012, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of the Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

20.2 This Agreement is signed in Kalamazoo, Michigan this 12th day of February, 2010, by:

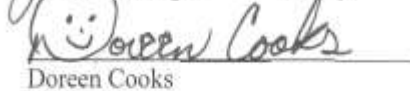
LOCAL 1668 and Council 25 of the  
American Federation of State, County  
and Municipal Employees Union AFL-CIO

  
Jerome Buchanan, Staff Representative  
Council 25, AFSCME, AFL-CIO

  
Dennis Moore, President

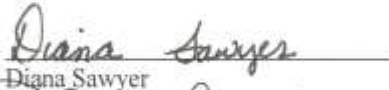
  
Kathleen Cantley, Chief Steward

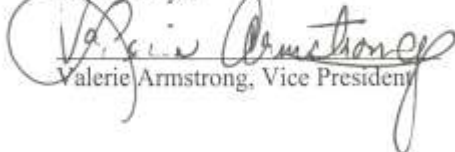
  
Janice Clevenger

  
Doreen Cooks

  
Robert Kelly

  
Patricia Putman

  
Diana Sawyer

  
Valerie Armstrong, Vice President


WESTERN MICHIGAN  
UNIVERSITY

  
Umar Abdul-Mutakallim  
Director, Labor Relations

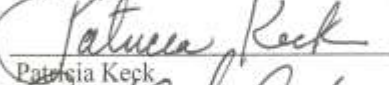
  
Kurt Sherwood, Attorney for WMU

  
Christen Crowley

  
Judy Gipper

  
Shelley Grant

  
Tim Holysz

  
Patricia Keck

  
Anand Sankar

  
Larry Scott

## APPENDIX A

### Job Classifications, Labor Grades and Hourly Wage Schedule

A.§1 The following job classifications shall be classified in the labor grades set forth below:

<u>Labor Grade</u>	<u>Classification</u>
M-2	Custodian Groundskeeper I Vehicle Attendant Stockroom Assistant
M-2.5	Groundskeeper II (Spray Certified)
M-3	House Staff Stock Clerk Athletic Equipment Control/Handler Athletic and Physical Education Equipment Attendant
M-3.3	Gardener (Spray Certified)
M-3.5	Equipment Operator I Campus-wide Custodian Delivery Truck Driver Recreation/Sports Specialist I
M-4	Master Gardener (Spray Certified) Buildings Project Specialist Recreation/Sports Specialist II Carpet Cleaner Upholsterer Assistant Ice Technician I
M-4.5	Equipment Operator II
M-5	Landscape Services Tradesperson Recreation/Sports Specialist III Recreation/Sports Specialist III/ Small Engine- Repairperson Cement Finisher Receiving Clerk Ice Technician II

M-6	Arborist (ISA Certified)
STH	Maintenance Serviceperson Building Serviceperson
ST1	Bowling Alley Mechanic Carpenter Carpet/Tile Layer *Electrician Electronic Maintenance Person Locksmith Millwright/Maintenance Mechanic Painter/Glazier Plasterer *Plumber *Refrigeration Repairperson Maintenance Roofer Small Engine Mechanic Upholsterer Welder Key Core Technician
ST2	Appliance Repairperson Electrician (Licensed) Environmental Control Person Pipefitter Plumber (Licensed) Refrigeration Repairperson (Licensed) Vehicle Mechanic (Licensed) Electro-mechanical Locksmith Card Access Technician
F-1	Utility Food Worker
F-2	Assistant Cook Assistant Baker Head Salad Maker
F-3	Second Cook Utility Person Stockperson Party Salad Maker
F-4	First Cook Stockperson (Bernhard)

F-5 Head Cook  
Head Baker

P-1 Parking Enforcement Officer

\*It is understood that when the current incumbents leave these positions, they will not be refilled.

A.§2 Labor Grades

A.§2.1 Effective the first full pay period in July 2009, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

M-2	14.16	F-1	12.86
M-2.5	14.60	F-2	13.13
M-3	14.66	F-3	13.58
M-3.3	14.76	F-4	14.14
M-3.5	15.03	F-5	15.42
M-4	15.76	P-1	11.08
M-4.5	16.20	STH	15.96
M-5	20.63	ST1	20.84
M-6	21.25	ST2	21.45

A.§2.2 Effective the first full pay period in July 2010, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as specified below:

M-2	14.30	F-1	12.99
M-2.5	14.75	F-2	13.26
M-3	14.81	F-3	13.72
M-3.3	14.91	F-4	14.28
M-3.5	15.18	F-5	15.57
M-4	15.92	P-1	11.19
M-4.5	16.36	STH	16.12
M-5	20.84	ST1	21.05
M-6	21.46	ST2	21.66

A.§2.3 Effective the first full pay period in July 2011, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as specified below:

M-2	14.44	F-1	13.12
M-2.5	14.90	F-2	13.39
M-3	14.96	F-3	13.86
M-3.3	15.06	F-4	14.42
M-3.5	15.33	F-5	15.73
M-4	16.08	P-1	11.30
M-4.5	16.52	STH	16.28
M-5	21.05	ST1	21.26
M-6	21.67	ST2	21.88

A.§3 Except as provided for in this section, all full time regular employees shall be hired at no less than the hourly rate applicable to their job classification.

A.§3.1 Entry level employees in Dining Services and BCSS (F-1 and M-2) classifications) shall move from the entry level rate of pay after one year. The entry level rates of pay for new hires in Dining Services and BCSS shall be one dollar (\$1) per hour less than the F-1 and M-2 rates of pay.

A.§4 The Employer will determine which job classifications it is necessary to fill and the number of employees required in such job classifications in each division, predicating such decisions upon the workload from time to time.

A.§5 Any employee who, as of the effective date of this Appendix, is over-classified, shall be considered as being red-circled and shall remain in and be governed by his over-classification hourly rate while occupying the same job until such time as he is awarded another job through the bidding procedure. Once such employee is awarded another job through the bidding procedure, he shall forfeit thereafter the red-circle status should he later return to the job where it once applied.

A.§6 The Employer shall determine whether, where, when and how many project and/or Skilled Trades Division administrative leadpersons or any other leadpersons in the bargaining unit it will employ.

A.§6.1 When a project and/or any other leadperson is selected for any work area, the senior employee in the job classification from which the selection is made who has the present ability to satisfactorily perform the leadperson duties as defined in 7.§8 of the labor agreement and who is willing to and does satisfactorily perform such duties shall be entitled to such job. If there are no volunteers who have the “present ability,” the senior employee in the job classification from which the selection is made who appears to have the “required qualifications” will be awarded the job.

A.§6.2 A project and any other leadperson, for the periods during which he satisfactorily performs the required duties, shall receive not less than fifteen (\$.15) cents per hour

above the employee's hourly rate for the highest classifications of employees whom he leads.

A.§6.3 When a Skilled Trades Division administrative leadperson is selected for any work area the senior employee in the work area who appears to have the required qualifications to satisfactorily perform the leadperson duties, as defined in 7.§8 of the Labor Agreement; is willing to perform the leadperson duties; and demonstrates the ability to satisfactorily perform such duties shall be entitled to the leadperson job.

A.§6.4 A Skilled Trades Division administrative leadperson shall receive not less than fifty (\$.50) cents per hour above the normal employee hourly rate for their classification.

A.§6.5 Employees who, as of the date of the Agreement to which this Appendix is attached, were designated as leadpersons, so long as they remain leadpersons, shall continue to retain the rate differential that prevailed for them as of that date.

A.§7 Employees who, by virtue of the nature of their jobs, are required to drive their own automobiles in connection with the performance of their work, shall be entitled to reimbursement therefore at the current IRS rate per mile necessarily driven for such purpose, provided they fill out a daily mileage report on forms provided by the Employer.

A. §8 Only individuals possessing the necessary certifications may occupy M-3.3 Gardener positions. An M-3.3 Gardener who fails to maintain the necessary certifications will be reduced to an M-2.5. M-3.3 Gardener vacancies will be posted and filled as per the Agreement.

## **APPENDIX B**

## Job Progression Sequences and Non-Progressional Job Classifications

### B.§1 Dining Services Division:

#### **Job Progression Sequences:**

F-5	Head Cook
F-4	First Cook
F-4	Stockperson (Bernhard)
F-3	Second Cook
F-3	Stockperson
F-3	Party Salad Maker
F-2	Assistant Cook
F-2	Head Salad Maker
F-2	Assistant Baker
F-1	Utility Food Worker*

#### **Non-Progression Job Classifications**

F-5	Head Baker
F-3	Utility Person

B.§1.1 Dining Service Utility workers will be rotated on a regular basis from one job progression sequence to another to cross-train them for advancement opportunities. Employees shall have the right to refuse cross-training in another job progression sequence, by means of a letter to the assistant director of Dining Service. Such employees will not be qualified to bid on job progressions they have not been trained in.

B.§1.2 When it is necessary to fill a permanent vacancy in the job classification immediately above the entry level job classification in any of the above job progression sequences, the Senior Food Utility Worker who has the required qualifications shall be advanced.

B.§1.3 Dining Service employees will be advised of all vacancies in their job classification or promotional opportunities, by means of an internal bid system, that will allow them to transfer shifts or building locations by use of their classification seniority.

B.§1.3.1 When a position in Dining Services becomes available, it will be offered first to the rest of that classification for a lateral move to another building or shift, then the vacancy will be filled according to the procedure outlined below. Dining Service employees are limited to two lateral moves per academic year.

1. F-2 Progression: The most senior F-1 wishing the position with the required qualifications will be advanced.

2. F-3 Cooking Progression: The most senior F-2 cook that wishes the advancement will be advanced to the position. If there are no F-2 cooks wishing the advancement it will be offered to the rest of the F-2 classification.
3. F-3 Stock Position: The most senior F-3 that wishes a lateral move will be awarded the position. If there is no F-3 wishing to move, the most senior F-2 wishing the position with the required qualifications will be advanced.
4. F-4 Cooking Progression: The most senior F-3 wishing the position with the required qualifications will be advanced.
5. F-4 Stock Position: The most senior F-3 stockperson that wishes the advancement will be advanced to the position. If there are no F-3 stockpersons wishing the advancement, it will be offered to the rest of the F-3 classification and so on until a qualified person is found.

If no one in the next lower classification wishes the position, it will be offered to the next lower classification and so on.

B.§1.4 The University agrees that Dining Services employees who are interested in transferring within Dining Services will not be required to complete a letter of intent to transfer.

B.§1.5 F-5 Head Cook, F-5 Baker or F-3 Party Salad Maker vacancies will first be awarded to the most-senior employee who has the “then present ability to satisfactorily perform the required work.” If there are no applicants who have the “then present ability to satisfactorily perform the required work,” the F-5 Head Cook, F-5 Baker and the F-3 Party Salad Maker shall be awarded to the most senior employee who has or appears to have the “required qualifications”.

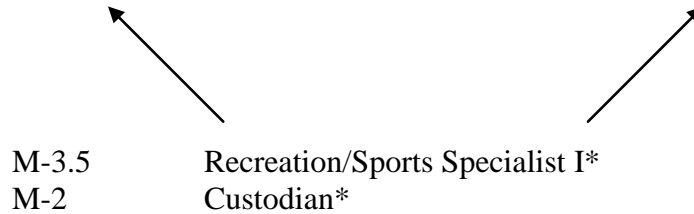
**B.§2 Building Custodial and Support Services:**

**Job Progression Sequence:**

M-4	Carpet Cleaner
M-4	Building Projects Specialist
M-3.5	Campuswide Custodian
M-3	House Staff*
M-2	Custodian*

**Job Progression Sequence (Recreation/Sports Region):**

M-5	Recreation/Sports Specialist III/Small Engine Repairperson	
M-5	Recreation/Sports Specialist III	M-5 Ice Technician II
M-4	Recreation/Sports Specialist II	M-4 Ice Technician I



**Non-Progression Job Classifications:**

ST2            Appliance Repair Person

B.§2.1 As indicated by the asterisks, "House Staff", "Custodian", and Recreation/Sports Specialist are entry-level jobs in the Job Progression Sequence. When it is necessary to fill a permanent vacancy in the House Staff, it shall be filled in the same manner as is applicable to all other entry level jobs. The M-3 house staff classification does not report to BCSS and is not considered in their representation district. They are considered in the BCSS bidding sequence. When it is necessary to fill a permanent vacancy in the M-4 Carpet Cleaner classification, or the M-4 Building Project Specialist Classification, it shall be filled by promoting the employee with the most divisional seniority in the combined group of Campuswide Custodian, House Staff and Custodian classifications who has the required qualifications as provided for in Appendix B.§2.2.1.

B.§2.1.1 The minimum-required qualifications for both the M-4 project specialist and M-4 carpet cleaner position, will be as follows:

Must be able to read, write and follow written instructions. Must be able to pass a physical exam for strenuous labor. Must have a valid Michigan driver's license. Must possess a good attendance record.

B.§2.1.2 Projects Specialist: The employee with the most divisional seniority who has all of the required qualifications will be offered an opportunity to obtain the knowledge, skills, and experience through a six-month assignment at the M-3.5 rate as a project specialist trainee, after which period the employee, if he acquired the necessary knowledge and skills, will be promoted to an M-4 project specialist.

B.§2.1.3 Carpet Cleaner: The employee with the most divisional seniority who has all of the required qualifications will be offered an opportunity to obtain the knowledge, skills, and experience through a six-month assignment at the M-3.5 rate as a carpet cleaner helper-trainee, after which period the employee, if he acquired the necessary knowledge and skills, will be promoted to an M-4 carpet cleaner.

B.§2.2 In accordance with the Agreement dated June, 1996, all red-circled individuals in the recreation/sports region M-3.5 and above will continue to receive a \$.25 per hour premium pay for as long as they remain in that position. Included in this pay are the two

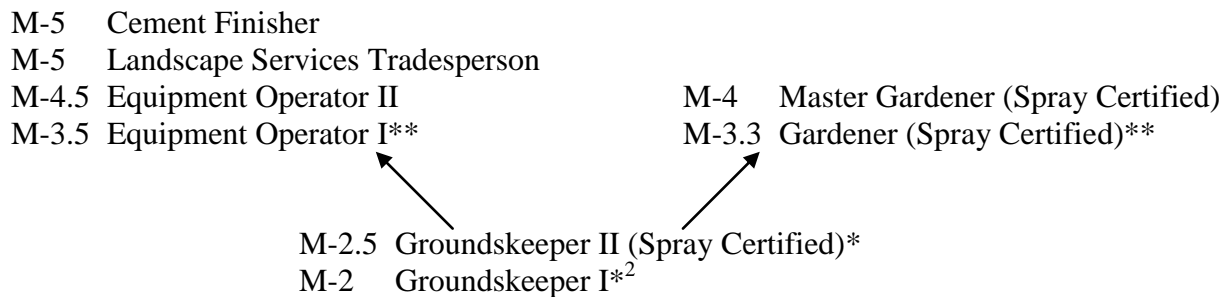
ice arena service persons. Any person who enters these jobs after June, 1996 will not receive the \$.25 per hour premium pay.

B.§2.3 Effective on or before, January 8, 2001, maintenance of the University's recreation and sports facilities will be performed by the Maintenance Services Division.

B.§2.4 The Recreation/Sports Specialist will be cross-trained to perform Ice Arena Service person duties.

### B.§3 Landscape Services Division

#### Job Progression Sequence



#### Non-progression Job Classification

ST1 Small Engine Repairperson  
M-6 Arborist (ISA Certified)<sup>1</sup>

<sup>1</sup>Employees in the M-6 Arborist classification may operate snow removal equipment when all other employees working on the same shift with snow removal duties specifically listed in their job descriptions are engaged in such operations.

<sup>2</sup>M-2 Groundskeepers I will be advanced to the M-2.5 classification upon completion of required spray certifications.

### B.§4 Miscellaneous Division

#### Job Progression Sequence:

M-5 Receiving Clerk  
M-3 Stock Clerk  
M-2 Stockroom Assistant\*

#### Non-progression Job Classification:

P-1 Parking Enforcement Officer  
M-3 Athletic Equipment Control/Handler  
M-3 Athletic and Physical Education Equipment Attendant

B.§5 Skilled Trades Division

**Job Progression Sequence:**

ST1 Upholsterer  
STH Upholsterer Assistant  
M-3 Upholsterer Helper\*

**Non-progression Job Classifications:**

ST1 Bowling Alley Mechanic  
ST1 Welder  
ST1 Carpenter  
ST1 Carpet/Tile Layer  
ST1 Locksmith  
ST1 Plasterer  
ST1 Painter/Glazier  
ST1 Maintenance Roofer  
ST1 Millright/Maintenance Mechanic  
ST1 Electronic Repairperson  
ST1 Electrician  
ST1 Key Core Technician  
ST1 Plumber  
ST2 Appliance Repairperson  
ST2 Environmental Controlperson  
ST2 Electrician (Licensed)  
ST2 Card Access Technician  
ST2 Electro-mechanical Locksmith  
ST2 Vehicle Mechanic (Licensed)  
ST2 Pipefitter  
ST2 Plumber (Licensed)  
ST2 Refrigeration Repairperson (Licensed)  
STH Building Serviceperson  
STH Maintenance Serviceperson  
STH Trades Helper

\* The job classifications identified by an asterisk (\*) are entry level job classifications referred to in Article 7 of the labor agreement.

\*\* Entry level Landscape Services position to be filled by employee with the most divisional seniority who has all of the required qualifications.

Letter of Understanding  
between

Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

As a display of our joint commitment to the United Way and its agencies, the parties agree to the following partnership between AFSCME Local 1668 (Union), Western Michigan University (University), and MRC Industries, Inc. (MRC):

1. Dining Services will fill designated student-type positions within the Dining Services operation with MRC consumers. Effective on or about January 6, 2003, up to two (2) MRC consumers shall be placed in designated student-type positions. Additional student-type positions shall be filled with MRC consumers upon mutual agreement between the Union and University.
2. For purposes of administering the AFSCME-WMU collective bargaining agreement, the MRC consumers filling the student-type positions shall be considered temporary employees.
3. MRC consumers filling these positions shall not exceed 40 hours worked per pay period and will be paid according to the student employee wage scale.
4. MRC consumers filling these positions will perform student-type work, including but not limited to dishroom work, kitchen help, dining room attendance, handling of recyclable materials, and trash removal.
5. Dining Service management and student supervisors will train MRC consumers filling these positions. A job coach from MRC will be on site for training and evaluation as appropriate and necessary.
6. This letter of understanding shall remain current for the length of the current collective bargaining agreement. At that time, it shall be either renewed or terminated by mutual agreement between the Union and University. If the parties mutually decide to terminate this letter of understanding, all individual MRC consumers who are employed by virtue of this letter of understanding shall continue to work under auspices of this letter of understanding for the length of their employment of the University. I.e. Individual MRC consumers shall be grandfathered under this letter for the length of their employment at the University.
7. The parties agree that this letter of understanding shall not constitute past practice or precedent in any future cases and shall not be cited as such by either party.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

In the future, when the University's College of Aviation occupies the University aviation facility at the Kalamazoo International Airport, Building Custodial & Support Services (BCSS) will provide custodial services for that facility under the terms and conditions of the AFSCME-WMU collective bargaining agreement.

Letter of understanding  
Western Michigan University  
And  
Local 1668 and Michigan AFSCME Council 25

**DESIGNATED ELIGIBLE INDIVIDUAL.** The Designated Individual (DEI) program is a 3-year pilot program effective Fall 2008 through Summer II 2011 that expands the eligibility for enrollment in Western Michigan University's benefit plans.

AFSCME members may participate in WMU's Designated Eligible Individual program as reflected in and subject to the conditions set forth in the Human Resources' enrollment form. For any employee who has an approved DEI enrollment form on file with WMU Human Resources, WMU will permit the employee to use sick leave (Article 9.3), bereavement leave (Article 8.6) and or FMLA leave (Article 8.7) vis-à-vis his /her DEI.

Western Michigan University reserves the right to change the eligibility criteria or to suspend or terminate the Designated Eligible Individual benefit program, if: (1) a court of competent jurisdiction rules the program to be in violation of the law or Michigan constitution, or (2) one chamber of the Michigan legislature has voted to cut or withhold funding from WMU because of the DEI program and the second chamber of the Michigan legislature has scheduled a vote (on the Resolution, Bill, etc.) to cut or withhold funding from WMU because of the DEI program.

If WMU decides to change the eligibility criteria or to suspend or terminate the DEI program at any time prior to the end of Summer II 2011, WMU will provide at least thirty (30) calendar days notice so that those affected may plan accordingly.

**Requirements:**

Bargaining unit members who do not already enroll a spouse in the health or other benefit plans may enroll one adult individual for benefit coverage, but only if all the eligibility criteria are met.

**Designated Eligible Individual,** at the time of proposed enrollment, resides in the same residence as the member and has done so for the previous eighteen (18) continuous months, other than as a tenant, and is not a "dependant" of the employee as defined by the IRS.

Children of a Designated Eligible Individual are also eligible for this benefit if they are members of the member's household and meet IRS dependent criteria as well as University dependent coverage policy ( up to age 19, or while a student [ see Article 15.4.2.1]).

Eligibility for coverage of a Designated Eligible Individual, or of a Designated Eligible Individual's dependent, ceases on the date that any of the listed criteria are not met.

Limits of Eligibility. The following individuals are not eligible as designated eligible individuals:

Children of Member and their descendants (children, grandchildren)

Parents of Member

Parents' other descendants (siblings, nieces, nephews)

Grandparents and their descendants (aunts, uncles, cousins)

Spouse's relatives

Renters, boarders, tenants

Enrollment. Designated Eligible Individual enrollment must be completed during the open-enrollment period or no more than 31 days after all of the above criteria are met.

Effect on Member Enrollment. This article does not affect the rights of, or criteria applicable to any member qualifying for enrollment in WMU's benefit plans under applicable University policy.

#### Additional Benefits for DEI.

Seventy-five percent (75%) remission on tuition and required fees as provided in 19.6.1 for undergraduate courses. Discounts on Campus Bookstore purchases made by the bargaining unit member on behalf of the DEI. Accepting discounts on Campus Bookstore purchases, tuition remission and /or required fees will result in tax consequences of reported income on the bargaining unit member's W-2 form.

Bereavement leave for the member as provided in Article 8.6.

Use of sick leave credits as provided in Article 9.3.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

The University agrees that any future bowling ally on the University's main campus will be staffed with AFSCME employees.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

During fiscal year 2000-2001, the University intends to make available up to six (6) new maintenance services division positions in the AFSCME Local 1668 bargaining unit to be filled by employees from the WMU Power Plant. These employees are currently represented by the Michigan State Employees Association (MSEA), an AFSCME affiliate.

Employees who transfer from the MSEA bargaining unit into maintenance services positions within the AFSCME Local 1668 bargaining unit will begin accruing AFSCME Local 1668 seniority upon the date of transfer.

As outlined in Article 12, Section 1, of the 2000-2003 collective bargaining agreement, longevity pay will be based upon an employee's "last hiring date, or, if initially employed as a temporary employee, since the date upon which they were changed to regular employee status."

Once they have transferred into maintenance services positions within the AFSCME Local 1668 bargaining-unit, former members of the MSEA bargaining unit will be governed by all provisions of the AFSCME Local 1668 and Western Michigan University collective bargaining agreement, including Appendix A—Job Classifications, Labor Grades, and Hourly Wage Schedule.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

The University acknowledges the Union's desire to secure work opportunities for existing and future Bargaining Unit members. To that end, the parties agree:

1. If new work opportunities occur in new or reopened buildings in the classifications covered under the Collective Bargaining Agreement, which the University intends to fill with bargaining unit employees, the University shall notify the Union. Upon request of the Union, the parties will meet to discuss the implementation of those jobs, the hours of work, working conditions of those positions, and where the new positions will be placed on the current pay structure.

2. If new work opportunities occur in new or reopened buildings in the classifications covered under the Collective Bargaining agreement, which the University does not intend to fill with bargaining unit employees, the University shall notify the Union. Upon request of the Union, the parties will meet to discuss issues raised by the Union relating to collective bargaining agreement concerns regarding the University's decision.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

Within one year of ratification of the current collective bargaining agreement, the parties will meet in special conference to discuss the organizational culture regarding safety related matters. Specifically, the parties will discuss how to create an atmosphere where employees feel more comfortable to question potentially unsafe working conditions. This special conference will be held according to guidelines outlined in Article 6.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

The University intends to staff the future College of Engineering and College of Health and Human Services buildings with AFSCME bargaining unit employees in a manner consistent with other buildings on the main campus and according to provisions of the collective bargaining agreement.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

The parties agree that except as set forth in this Letter of Understanding, full or partial suspension/closure of University operations due to inclement weather, natural or man-made disaster, pandemic, etc., will be governed by University policy and AFSCME agreement where applicable.

Bargaining unit employees perform “conditional essential services,” meaning designated bargaining unit employees may be required to report to work when the University is closed due to inclement weather, natural or man-made disaster, pandemic, etc.

Who Should Report

Only those employees directed (e.g. standing order, contacted by supervisor, etc.) to report to work should report to work when the University is closed.

Pay For Those Who Report and Those Not Required to Report

Employees directed to report (and who actually report) to work when the University is closed will be paid as though the period of closure was a holiday and the employee worked the holiday.

1. When directed to report, an employee can notify his/her supervisor if unable to report to work due to inclement weather, natural or man-made disaster, pandemic, etc. If the employee’s explanation is accepted, he/she will be paid as though the period of closure was a holiday and the employee did not work the holiday. If the employee’s explanation is not accepted (will not be rejected for capricious reasons), the employee will be required to report to work, use annual leave or “leave without pay”.
2. Employees not directed to report to work when the University is closed will be paid as though it was a holiday and the employee did not work the holiday. Employees will be notified of their pay and employment status if the closure exceeds twenty-four (24) hours.

All divisions will create “volunteer” emergency lists. Employees signing the emergency lists will be called to report to work when/if necessary.

### Delayed Closure

An employee who notifies the University that he/she is unable to report to work will be required to use annual leave or sick time (as appropriate). If the University subsequently closes due to inclement weather, natural or man-made disaster, pandemic, etc., the period of time from the employee's shift-start through announcement of University closure can – at the employee's discretion - be converted to "leave without pay." All time subsequent to University closure will be paid as though a holiday and the employee did not work the holiday.

### Failure to Receive Notice and/or Reporting for Work when the University is Closed

An employee who reports to work when the University is closed will be given the opportunity to work at his/her regular rate of pay for at least four (4) hours. Work will be assigned at the University's sole discretion. Upon clocking out the employee will be instructed whether he/she should or should not report to work the following day.

### Inability to Report for Work when the University is Open

An employee who notifies the University that he/she is unable to report to work (due to inclement weather, natural or man-made disaster) when the University remains open must use annual leave to cover the absence or, if the employee has insufficient annual leave, he/she can request approved "leave without pay."

The AFSCME President and Chief Steward will be notified of any future changes to departmental or University Policy on "Reduction, Suspension, or Closure of University Operations." Departmental policies supplementing either the University's Policy or this letter of understanding will be posted within each division at bulletin boards and / or time clocks. Any future changes in departmental policy should be reviewed with employees in the affected areas.

Letter of Understanding  
between  
Western Michigan University  
and  
Local 1668 & Council 25 AFSCME, AFL-CIO

The University will rotate cement crew laborer work within the Landscape Services construction crew. This letter of understanding in no way abridges management's rights under Article 7 section 14.

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