



AGREEMENT

between

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

and

WESTERN MICHIGAN UNIVERSITY

AUGUST 2021 - AUGUST 2025



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AGREEMENT

THIS AGREEMENT, made and entered into the 16th day of November, 2021, by and between WESTERN MICHIGAN UNIVERSITY, hereinafter referred to as "Employer" or "University", or "Western" 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 after ratification of this agreement if they mutually desire to do so and the agreement is memorialized in a signed writing by the parties.

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.

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 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 Spring semester and ending with the start of the Fall semester 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 Summer I and Summer II sessions, students may work an average bi-weekly pay period of thirty (30) or less hours per week if they are currently enrolled, enrolled in the immediate past Spring semester, or enrolled in the upcoming Fall semester, 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 Summer I and Summer II sessions 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.§11.5 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 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, be required by the Union to pay regular monthly Union dues or service fees uniformly required of all Union members; the amount will be decided by the Union

1.§3.1 For those employees for whom properly-executed payroll deduction authorization cards (prepared by the Union; an agreement between the Union and its member) 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 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. The Employer will cease making deductions upon receiving written revocation of the authorization.

An AFSCME bargaining member who has authorized uniformly assessed dues or services fees deductions may cancel such authorization by submitting to Western and to AFSCME, written notice of cancellation. Dues and/or fees deduction will cease as of

the payroll period following receipt of notice by Western.

1.§4 For those employees for whom properly-executed payroll deduction authorization cards (prepared by the Union; an agreement between the Union and its member) 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 service 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.

An AFSCME bargaining member who has authorized uniformly assessed dues or services fees deductions may cancel such authorization by submitting to Western and to AFSCME, written notice of cancellation. Dues and/or fees deduction will cease as of the payroll period following receipt of notice by Western.

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, sexual orientation, gender identity, nationality, political belief, veteran status, height, weight, marital status, or disability which does not impair the individual's ability to satisfactorily perform their essential job functions 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, or payment or non-payment of Union dues.

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 In the event 2012 Public Act 349 is repealed or rendered ineffective as a result of voter, a final judicial determination, or legislative action, the "Agency Shop" provisions of Article 1 (1.§3 1.§4) contained in the 2012-2015 collective bargaining agreement between Western Michigan University and AFSCME Local 1668 & Council 25 shall become effective per the time-frame established by such voter, judicial or legislative action and will continue in effect through expiration of this Agreement unless otherwise prohibited by law.

1.§7 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.§8 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.§9 Employee Input: AFSCME employees in Custodial 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.§9.1 In addition, the University will select one (1) First Cook/Sous Chef (from each Dining Center as nominated by the Union) to serve on the Menu Committee. The First Cook/Sous Chef who serves on the Menu Committee will be paid at the Regular First Cook/Sous Chef's rate for the hours of service on the committee.

ARTICLE 2 -- REPRESENTATION AND UNION LEAVES

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 Services (those job classifications involved in the preparation and serving of foods and the cleansing of equipment and utensils used in connection therewith):

- (1) Valley Dining Center
 - (2) John T. Bernhard/New Student Dining Center
 - (3) WMed (Oliver Street Café), Campus Cafes, Engineering College, Health and Human Services, Valley 2 and Bernhard Center Café/New Student Dining Center
-

2.§1.2 Custodial 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>
(1) Zone A	M-Su	1 st
(2) Zone D	M-Su	1 st
(3) Zone F	M-Su	1 st

(4) Zone G/Special Projects	M-Su	SWG
(3) Zone I	M-Su	1 st
(4) Zone J	M-Su	1 st
(5) Zone K	M-Su	1 st

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

Maintenance Services:

<u>REGION</u>	<u>WORK WEEK</u>	<u>SHIFT</u>
(1) Work Region #1	M-F	1 st
(2) Work Region #2	M-F	1 st
(3) Work Region #3	M-F	1 st
(4) Work Region #4	M-F	1 st
(5) Work Region #7	M-F	2 nd
(6) Work Region #8	Su-Th	3 rd

Miscellaneous Trades:

(10) WORK REGION #10

Vehicle Mechanic	M-F	All
Small Engine Mech.	M-F	1 st
Appliance Repair (CS)	M-F	1 st
Key Shop (DPS)	M-F	1 st

2.§1.4 Landscape Services (those job classifications involved in the grounds maintenance):

- 1) North Region Crew
- 2) South Region Crew
- 3) West Region Crew
- 4) Special Projects Crew
- 5) Athletics Crew (including Ice Technicians)

2.§1.5 Miscellaneous

- (1) Logistical Services – Miscellaneous (Maintenance Stores)
- (2) House Staff (Fetzer Center, John T. Bernhard Center/New Student Center)
- (3) West Hills Athletic Club
- (4) 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 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 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/her under the grievance procedure.

2.§2.1 The Union may appoint, delegate or elect seven (7) divisional stewards, one from each of the following divisions: Dining Services Division, Maintenance Services Division, Landscape Services Division, Miscellaneous Services and three from the Custodial Services Division (one from a late 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/her supervisor for or at the required time to perform the functions assigned to him/her under the grievance procedure.

2.§3 Immediately after the completion of the AFSCME Local elections, the Union shall promptly notify the Director of Labor Relations, in writing, of the names of the Union president, vice president, the chief steward, the stewards and their alternates (and the districts each represents). The Union will promptly notify the Director of Labor Relations, in writing, of any changes or replacements. Within ten (10) working days of any changes or replacements, the Director of 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/her designated representative), chief steward, divisional 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 Divisional Steward shall be allowed

time off, without loss of pay, when he/she is required to investigate grievances and/or attend grievance meetings scheduled during working hours. It is expressly understood that in no event shall any Union representative leave his/her 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/her district steward during working hours shall notify his/her 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/her 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.§4.4 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 by facilitating labor relations between the parties. 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. 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.

The Union will notify the Director of Labor Relations when there is a need for all stewards listed to attend the training (changes in curriculum, MERC decisions). Questions concerning the list will be handled in a timely manner. Normally, training will be for eight (8) hours. Employees are expected to attend the date they are scheduled or will be charged appropriate leave. Only employees on paid status will be eligible for time paid.

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 Director of Labor Relations 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 and grievant/employee, 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 step meetings. In the event Union representatives are required to investigate grievances and/or attend grievance step meetings scheduled during working hours, such time shall be with pay. 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 step meetings. This provision is subject to the understanding that the Union representative's time will be devoted to the proper handling of grievances and will not be abused.

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 Steward, along with the grievant.

3.§3.3 Third Step Representatives: Three (3) of the following Union representatives may participate: Divisional Steward, Chief Steward, Union President, or Union Vice-President. The grievant/employee who is the subject of the pending grievance may also attend upon the request of either party. If the grievant/employee is requested to attend, the requesting party will notify the other at least 48 hours in advance of the meeting. The Union Representatives shall be given a reasonable amount of time to consult with the grievant/employee prior to the meeting. 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/her district steward during working hours shall notify his/her 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/her 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.§4.4 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, the employee's supervisor shall be notified to schedule a first step meeting which will be held within five (5) regularly scheduled working days. The written grievance shall be submitted at the first step meeting and discussed by the supervisor and the aggrieved employee, who shall be entitled to have a district steward present, except as provided for under 3.§15. The written grievance 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) regularly scheduled 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 Steward, the Chief Steward and the Employer's Divisional Director and Labor Relations Director. The first step grievance must be presented within five (5) regularly scheduled working days after circumstances were such that the grievant knew of the grievable event.

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. A grievance submitted at the second step must first 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 Director of Labor Relations 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, whichever is sooner.

Within five (5) regularly scheduled working days after the written grievance has been presented to the Employer's Director of Labor Relations, the designated Union representative(s) as permitted in Article 3.§3.2, 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 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. A failure to timely appeal to Step 3 shall result in the

grievance being withdrawn without prejudice. 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) and grievant/employee as stated in Article 3. §3.3, 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 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 in writing by certified mail, or e-mail within fifteen (15) calendar days after the receipt of the third step answer by the Chief Steward. The date of the postmark or e-mail shall be considered the date of the notification.

3. §6.2 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 Local Union's notice per 3. §6.1 above, assign a Council Number to the grievance, and notify the Employer's Director of Labor Relations by certified mail or e-mail that the grievance is going to arbitration. The date of notice will be the date of the postmark or e-mail.

3. §6.3 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. §6.4 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. §6.5 The time limits herein shall be strictly adhered to. A failure to provide timely notification of arbitration shall result in the withdrawal of the grievance without prejudice.

3.§7 Once Council 25 has contacted the University of its intent to go forward with arbitration, Council 25 will request the Federal Mediation & Conciliation Services (FMCS) to furnish both parties with a State of Michigan listing of arbitrators whom are members of the “National Academy of Arbitrators”. Upon receipt of the list, the parties shall select the arbitrator by alternately striking names from the list. The name remaining on the list shall be designated to hear the grievance.

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/her 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 FMCS, shall be shared equally by the Employer and the Union.

3.§10 When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible.

3.§11 If none of the arbitrators is available to hear the grievance within six (6) months after selection, the parties shall jointly select another arbitrator per Article 3.§7.

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 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 time limits at any step of this grievance procedure may be extended by mutual written 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.§14.1 A grievance may be withdrawn at any step in the grievance procedure without prejudice.

3.§15 For the purpose of this Agreement, the University is divided into five divisions:

(1) Dining Service; (2) Custodial Services; (3) Maintenance Services; (4) Landscape Services; (5) Miscellaneous.

3.§15.1 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 within five (5) regularly scheduled working days after the circumstances were such that the Union knew of the grievable event.

3.§15.2 Grievances on behalf of more than one (1) division shall be filed at the Third Step of the grievance procedure within five (5) regularly scheduled working days after the circumstances were such that the Union knew of the grievable event.

3.§15.3 Grievances on behalf of the entire bargaining unit shall be filed at the Third Step of the grievance procedure within five (5) regularly scheduled working days after the circumstances were such that the Union knew of the grievable event.

3.§15.4 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 within five (5) regularly scheduled working days after the circumstances were such that the Union knew of the grievable event.

3.§16 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.§17 When either party deems it necessary to provide witnesses from its own constituency at Second or Third 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.§17.1 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 written agreement.

3.§18 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.§18.1 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, unless the employee waives Union representation by signing a waiver form.

4.§4 Investigatory Meeting

4.§4.1 A trigger event must first occur. The Investigatory meeting must be held within the first five (5) regularly scheduled working days (excluding days the employee is on approved leave), from which Management knows of the trigger event. The purpose of the Investigatory meeting is to allow the Supervisor and Steward to investigate the alleged violation of the rules of conduct.

4.§4.2 The Investigatory meeting shall be attended by the employee, the appropriate steward without undue delay, and the appropriate supervisor.

4.§4.3 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 (see Article 4.8). If such action has been taken, the Chief Steward shall be notified immediately. A Disciplinary Conference shall be undertaken and completed as soon as practicable thereafter. Any suspension prior to the disciplinary conference shall be paid, regardless of length.

4.§4.4 The supervisor shall communicate verbally to the employee and steward that no discipline will be issued.

4.§5 Disciplinary Action and Conference

4.§5.1 Whenever an employee is accused of, or to be formally charged with a violation of any rules and policies, a Disciplinary Conference shall be held within five (5) regularly scheduled working days of the Investigatory meeting (excluding days the employee is on approved leave). An employee may, however, waive his/her right to attend a Disciplinary

Conference by signing a waiver form after being offered or provided Union representation at the investigatory meeting. The employee will be notified in writing prior to the conference of the claimed violation. No Disciplinary Conference shall proceed without the presence of a Union representative unless the employee waives Union representation at the Disciplinary Conference by signing a waiver form. The employee shall be informed of the nature of the accusations or charges and the reasons that disciplinary action is intended or contemplated. The employee shall have a right to respond to any accusations or charges both orally and in writing before a final discipline decision is made.

4.§5.2 The Disciplinary Conference shall be attended by the employee, the appropriate steward(s) or their designees to be determined by the Union, and the appropriate University representatives, including the manager and/or supervisor who initiated and/or approved the disciplinary action or their designated representative(s). If further investigation is necessary after the Disciplinary Conference, the Employer shall schedule a subsequent clarification conference and the employee shall have the same rights that apply to the Disciplinary Conference prior to issuance of any disciplinary action. When there is an alleged Section 1 rule violation, or any alleged violation of any other rule or policy that may result in disciplinary action of suspension up through termination, the Disciplinary Conference shall be attended by the Chief Steward (or his/her designee) and another appropriate steward.

4.§5.3 Formal notification to the employee of the outcome of the Disciplinary Conference shall be in writing within five (5) regularly scheduled working days of the Disciplinary Action Conference (excluding days the employee is on approved leave). Whenever practicable, notice of the outcome of the Disciplinary Conference 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.§5.4 A copy of all disciplinary action shall be sent to the Union President, Chief Steward, Divisional Steward, and District Steward.

4.§5.5 Employees shall have the option to review either their personnel file through Human Resources and/or their departmental file through the Department Director, by appointment only.

4.§5.6 If an employee disagrees with information contained in their personnel file and/or departmental file, the employee may submit a written statement (no longer than 5 sheets of 8-1/2 x 11 inch paper) explaining their objection which will become part of the file for the same period of time as the disputed material.

4.§6 In the event the timelines at any step of the Disciplinary Action Process, cannot be met, the Supervisor/Manager shall communicate the reason for the delay to the Union's Chief Steward in writing and state an expected timeframe for resolution. All parties are encouraged to move through the steps of the DAC process with reasonable expediency. Copies will be sent to the

appropriate stewards and the employee.

4.§7 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.§8 Emergency Suspension for Investigation. The Employer may relieve an employee from duty with pay for investigation under conditions below. The suspension may be converted to a disciplinary suspension without pay, 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.§8.1 Conditions for Emergency Suspension:

- 1) Criteria for emergency suspension: a) A threat that is clear and apparent (not hear say) b) Threat to health and safety to self or others, c) More than just anger or strong emotions; or d) potential unlawful harassment.
- 2) Examples: a) Alcohol or Drugs, b) Weapons c) Police arrest, d) Verbal threats
- 3) The employee is immediately removed from campus.
- 4) The employee is suspended until further notice. The employee and the Union shall be notified the next business day of length of suspension. The notification can be verbal but will also be documented in writing.
- 5) An investigation is not required before the suspension.
- 6) Any suspension prior to the disciplinary conference will be paid regardless of length.

4.§9 Any grievance protesting the Employer's decision to suspend or discharge shall 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/her designated representative), 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/she 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/she occupies since he/she 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, or any extension thereof. Extensions shall be made on a case-by-case basis so the Employer has an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. The parties recognize that granting extensions shall be considered an exception to the general rule and that the University will attempt to time hiring so as to avoid the need for exceptions. The employer shall evaluate the probationary employee prior to the thirtieth (30th) workday, sixtieth (60th) workday, ninetieth (90th) workday, and at the end of any extended probationary period. 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/her 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/she 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/she 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 given to the President and Chief Steward 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.

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. A copy of the job classification seniority list shall be given to 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/she quits, retires or is justifiably discharged.

7.§4.2 If, following a layoff for other than seasonal, he/she fails or refuses to notify the Employer of his/her 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/her last address on record with the Employer or, having notified the Employer of his/her 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/her return, whichever is the later.

7.§4.3 If he/she 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/she: (1) accepts employment elsewhere while on a leave of absence without prior written approval from the Employer, or (2) does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her 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/she 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 If an employee fails to return to work at the conclusion of twelve (12) consecutive months of Article 8.8.4 unpaid medical leave of absence the employee's seniority shall be terminated. Termination of seniority is the same as separation of employment from the University.

7.§4.7 If an employee is separated from his/her employment as provided in this subsection because of his/her absence from work due to a disability covered by Worker's Compensation, his/her 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/her physical ability to perform the essential functions of the job to which he/she desires to return, shall be entitled to exercise the amount of seniority he/she had acquired prior to his/her 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 designated bulletin boards for a period of seven (7) calendar days. The Union President and Chief Steward will also be notified by e-mail of the new job posting. 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 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.

7.§5.2 If there are no bidders who 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 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 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, 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.§5.5 When a person is awarded a position either through bidding or progressional bid the person shall be awarded and transferred to their new position as quickly as possible. A bid will be “awarded” after the following conditions are met (e.g. posting, bid, identification of preferred candidate, conditional offer, physical [where required], etc.). When all conditions are met the candidate is deemed “fully qualified.” Human Resources will, without undue delay, notify the receiving department and the Union when the candidate is deemed “fully qualified” – this notification date is the date the position is “awarded.” The successful candidate will be promptly notified he/she has been “awarded” the bid position. From the “award” date:

1. The date of award is the seniority date. In a case of classification and/or divisional change, classification and/or divisional seniority will begin as of the “award” date;
2. The releasing department should transfer the successful candidate to the receiving department as soon as possible;
3. However, if the successful candidate is not transferred within 15 calendar days after the “award” date the successful candidate will, starting day 16, be paid at the new bid rate (if higher);
4. Absent agreement from the successful candidate and union, the releasing department must transfer the successful candidate to the receiving department

within 30 calendar days after the “award” date. The timeframes are intended to be maximums not minimums;

5. When more than one position is posted (same position, same department), there will be discussion between the chief steward/president and the hiring department and Human Resources to assure the process will provide equitable seniority dates.

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

7.§6.2 A promotion will be “awarded” after the following conditions are met (e.g. posting, bid, identification of preferred candidate, conditional offer, physical [where required], etc.). When all conditions are met the candidate is deemed “fully qualified.” Human Resources and/or department will, without undue delay, and when necessary, notify the receiving department/supervisor when the candidate is deemed “fully qualified” – this notification date is the date the position is “awarded.” The successful candidate will be promptly notified he/she has been “awarded” the promotion. From the “award” date:

1. The date of award is the seniority date. In a case of classification and/or divisional change, classification and/or divisional seniority will begin as of the “award” date;
2. The successful candidate should be transferred as soon as possible;
3. However, if the successful candidate is not transferred within 15 calendar days after the “award” date the successful candidate will, starting day 16, be paid at the new promotion rate (if higher);
4. Absent agreement from the successful candidate and union, the releasing department/supervisor must transfer the successful candidate to the receiving department within 30 calendar days after the “award” date. The timeframes are intended to be maximums not minimums;
5. When more than one position is posted (same position, same department), there will be discussion between the chief steward/president and the hiring department and Human Resources to assure the process will provide equitable seniority dates.

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. For purposes of assessing "work habits" the Employer will consider discipline history, attendance record, and letters of commendation/accomplishments. If an active written warning is present in the employee's file, it shouldn't automatically disqualify the employee. The Employer will take into consideration the circumstances of the discipline before disqualification of said employee. If an employee's sick leave usage is deemed unsatisfactory then they will be given an interview to explain his/her sick leave usage. Any form of approved leave will not be counted against the employee. In the event an employee is disqualified, he/she will receive a letter from the hiring agent and upon request they will be given a meeting to explain why. For unit-wide postings, a denial e-mail from the online application system will be sent to all applicants.

Where used in this Agreement, the words "required qualifications" shall be interpreted to mean that the employee has demonstrated that he/she has the background work experience, work habits, knowledge and physical ability which would enable him/her 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 having 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/she will be unable to satisfactorily perform the job requirements, he/she shall thereupon be removed from the job and returned to the job classification in the division from which he/she had bid as shall those employees who may have moved to different job classifications by reason of the vacancy or vacancies created by his/her bid.

7.§8.2 Employees awarded a job through the bidding or bumping procedure on the basis of their having 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/she will be unable to readily learn to satisfactorily perform the job requirements, he/she shall thereupon be removed from the job and returned to the job classification in the division from which he/she had bid as shall those employees

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

7.§8.3 If an employee who has been awarded a job through the bidding procedure at any time during his/her break-in or training period returns to the job from which he/she bid because he/she had demonstrated he/she would not be able to satisfactorily perform the job requirements, or at his/her own request, the next senior employee having 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 as much advanced written layoff notice as possible 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, or displaced from their current position due to a departmental restructuring, shall be entitled to exercise his/her unit-wide seniority to displace 1) any employee in a non-progressional job with less unit-wide seniority whose job duties he/she 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/she has the "required qualifications" to readily

learn to satisfactorily perform.

7.§10.1.1 When an employee is displaced from his/her current position within an area, shop, district, or crew due to a departmental restructuring, the employee shall be allowed to exercise their classification seniority to bump within their respective division.

7.§10.1.2 The classification seniority date for those employees who are assigned to a new classification shall be the same as their unit wide seniority date.

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/she 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/her right to take a non-seasonal voluntary layoff. An individual exercising his/her right to take a non-seasonal voluntary layoff will retain his/her 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 cannot 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 summer sessions and for the short term periods during the fall and spring semesters when their respective Dining Services areas are not in operation, shall be deemed to be seasonal or temporary layoffs. The Bernhard Center/New Student Center Dining Service positions are year-round positions and are not subject to seasonal and temporary layoffs. The Bernhard Center/New Student 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 in writing 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 University shall not employ full-time student help during the seasonal layoff period; students' hours of work shall be limited per Article 1.

7.§11.8 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 Summer Job Opportunities for Dining Services Employees. The University will make summer work available for the thirty (30) Dining Services employees as identified in 7.§12.4. The University will fill summer job opportunity with Dining Services personnel as described in Article 7.§12.4 and not temporary employees. The intent is to guarantee summer work for the 30 highest senior Dining Services employees who desire to work for the summer. 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 provide to the liaison team 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 “Intent to Work” forms will be provided to each Dining Services employee. Every Dining Services employee scheduled to be laid off during the spring/summer must fill-out an “Intent to Work” form. The form is intended to gather information and not exclude employees. 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 Summer work opportunities in the Department of Facilities Management in addition to Dining Services. Assignment(s) to work opportunities in Dining Services and the Department of Facilities Management may require the passing of 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 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 liaison team is not obligated to reset the summer conference work schedule due to employees repeatedly updating their intent to work form.

The “Intent to Work” forms will remain available for completing for at least ten (10) consecutive calendar days. Employees 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 completed the “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 which the University knows will be available at the beginning of 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 cannot 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 summer assignments by the date set forth in 7.§12.6, those remaining Dining Services employees will be notified of their initial summer assignments (including report date, time, and location) no later than seven (7) calendar days prior to the start of their initial summer assignment.

7.§12.7 The chosen summer Dining Services personnel will have increased flexibility for management in work assignments and can be reassigned by the liaison team to other available work (taking into account seniority and information provided on the “Intent to Work” form).

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.§12.7.2 If a summer work opportunity occurs in Campus Cafes the liaison team will consult Dining Services management regarding possibility of training for assignments. If someone is trained for Campus Cafes they will accept the responsibilities associated with that job. An employee’s willingness to train or prior training, may supersede seniority in the case of a Campus Cafes summer work opportunity.

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 first be filled (by seniority) from the excess names on the sheets referenced in Article 7.§12.3.

7.§12.8.1 Any employee who completes the “Intent to Work” form and then declines work will have his/her 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/her 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/her “Intent to Work” form needs updating. Though an employee can at any time submit changes/updates to his/her “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 qualified bargaining unit employees are available to temporarily transfer thereto, the Employer may assign qualified student help or hire qualified 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 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 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/she had acquired as of the date of such promotion or transfer for a period of ninety (90) calendar days 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/her own request or for any reason other than discharge for reasons considered valid under this Agreement, within such period of ninety (90) calendar days, such employee shall be allowed to exercise the seniority he/she had acquired as of the date of such promotion or transfer to return to a vacant job from which he/she was promoted or transferred which he/she has the then-present ability to satisfactorily perform the work.

7.§17.1 Any employee so promoted or transferred who does not return to their prior Bargaining Unit position within said period of ninety (90) calendar days shall thereupon lose his/her 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 an opening/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/vacancy occurs in the same division may exercise their seniority to transfer to the shift upon which the opening/vacancy exists provided they have the then-present ability to satisfactorily perform the work required.

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

7.§19 Work Schedule Changes. When, after the date hereof, the Employer elects to permanently establish a shift/work schedule on any other schedule than the regular day shift/work schedule (Monday through Friday), as described on the original job posting that was bid on by the employee at the time of his/her current assignment, or to assign employees to work on such shift/work schedule, the employee or employees with the most job classification seniority in the job classifications established or to be assigned on such shift/work schedule shall have preference in moving to such shift/work schedule. If an insufficient number of employees in the needed job classifications elect to move to such shift/work schedule, then the employees with the least job classification seniority in the needed classification shall be assigned to such shift. The affected

employee(s) shall receive at least two (2) full pay periods notice thereof, unless waived by affected employee(s), in writing. Transfers under this article shall not be made for capricious reasons.

7.§19.1 If operational needs arise where work cannot be performed on an employee's regularly scheduled work hours, the Employer may temporarily (not to exceed one (1) regularly scheduled work day) adjust the work schedule of an Employee(s) from his/her regular assigned hours. Such schedule adjustments shall not exceed two (2) hours variance from an employee's regular schedule. No employee shall be required to accept such a schedule adjustment. Such assignments may originally be limited to the affected work area/region employees, but if no employee in the area accepts such schedule adjustment, it will then be offered to other area employees in order of classification seniority. It is understood that such schedule adjustments will be the exception, not the norm.

7.§19.2 For jobs that require a change of schedule that is not temporary or permanent (defined as more than one (1) but no more than ten (10) consecutive working days with an ending schedule date, and no more than two (2) hours variance from the employee's regular schedule), the employee(s) with the most job classification seniority in the job classifications to be assigned on such schedule shall have preference in moving to such schedule. If an insufficient number of employees in the needed job classifications elect to move to such schedule, then the employee(s) with the least job classification seniority in the needed classification shall be assigned to such schedule. The affected employees(s) shall receive at least one (1) week advance notice thereof unless waived by affected employee(s), and such assignment shall not be made for capricious reasons. If operational needs prevent giving one (1) week notice thereof, the need shall be handled with overtime in accordance with Article 16. Any schedule change more than ten (10) days shall be handled in accordance with Article 7.§19.

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 Custodial Services Crews. In the Custodial 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/her division upon which the opening/vacancy exists according to the procedure outlined below.

7.§21.1.1 When a work location opening/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 opening/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 opening/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 opening/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 Each opening/vacancy shall be posted at each time clock location where that classification reports to work. The Notice shall advise employees of the opening/vacancy, and shall identify the shift and scheduled days off. Employees' written request for the opening/vacancy shall be given to the appropriate departmental manager within 72 hours.

7.§21.1.6 This section in no way abridges management's rights under Article 7.§14.

7.§22 Landscape Services Work Regions and Maintenance Services Work Regions. An employee occupying the same job classification may exercise seniority to transfer to an open/vacant position within his/her 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 opening/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 Each opening/vacancy shall be posted at each time clock location where that classification reports to work. The Notice shall advise employees of the opening/vacancy, and shall identify the shift and scheduled days off. Employees' written request for the opening/vacancy shall be given to the appropriate departmental manager within 72 hours.

7.§22.4 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/her last hiring date, provided in the judgment of the Employer such employee can be spared from his/her 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/her 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.§5 Court-required Service. A regular employee who has completed his/her 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/she performs jury duty, or is a witness and on which he/she otherwise would have been scheduled to work for the

Employer shall be paid his/her normal straight-time hours at his/her 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 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/her department as soon as possible;
2. Complete a Court Required Service or Jury Duty Certification form and return it to his/her 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/her shift when released from jury duty, or being a witness, unless he/she 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/her 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/her request may have the amount of time off from his/her regularly-scheduled shift equal to the time he/she 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/she works the remainder thereof) at his/her regular hourly rate for such days provided he/she 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/her 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/her shift, at his request may have an amount of time off from his/her next regularly-scheduled shift equal to the time he/she 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/she works the remainder thereof) at his/her regular hourly rate for such days provided he/she 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, designated eligible individual, and the employee's or current spouse's or designated eligible individual'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.

FMLA leave may also be available to eligible employees where (1) the employee who is a spouse, child, or parent of an active duty member of the armed forces has an FMLA qualifying exigency; or (2) where the employee is a spouse, child, parent, or next of kin of a service member who has incurred an illness or injury during military leave, and the illness or injury results in the service member being unable to perform his/her duties and the employee is providing care to that person. Such a leave, combined with any other FMLA taken in a rolling twelve (12) month period, may not exceed twenty-six (26) weeks.

8.§7.2 **Use of Accrued Leave.** Employees will be required to use his/her sick leave when absent on approved FMLA. Employees have the option, but shall not be required to use annual leave during FMLA leave. 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. 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 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/she 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/her spouse, child, parent, the employee must provide medical certification verifying the need for such leave to 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/her return to work, to provide medical certification that he/she 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 Human Resources.

8.§7.8 **Employee Status.** Employees on an approved leave under the FMLA will report to Human Resources at reasonable intervals 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 FMLA 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.

8.§7.10 An employee shall only be placed on FMLA at such time he/she has applied and has been approved for such leave. An employee shall not be forced to apply for FMLA.

8.§7.11 If any portion of this policy is inconsistent with the FMLA, or fails to set forth a right or entitlement provided by the FMLA, the FMLA will control.

8.§8 **Excused Unpaid Medical Leave of Absence.** When a regular employee exhausts other approved leave (e.g. sick leave, FMLA), and if the employee believes he/she is unable to work due to illness/injury, the employee may request excused unpaid medical leave.

8.§8.1 First, obtain a copy of your job description from Human Resources. Make an appointment with your treating physician and present your job description to your treating physician. Your physician *must* provide you with a written explanation why he/she believes you are unable to work and why you need unpaid medical leave. This doctor's written explanation *must* also provide detailed information about your physical restrictions and *must* provide an opinion regarding how much unpaid medical leave you need.

8.§8.2 At least seven (7) calendar days before your other approved leave(s) is exhausted (unless extenuating circumstances are demonstrated), you *must* make written request to Human Resources for unpaid medical leave by submitting the designated Leave of Absence Application that is available on the WMU HR Website. Your written request *must* be accompanied by the medical documentation set forth in 8.§8.1.

8.§8.3 If your doctor states you are “totally disabled” and unable to perform any work, Human Resources will place you on an appropriate unpaid medical leave. If you are not “totally disabled” Human Resources will review your restrictions (often with you) and will determine if you can be “reasonably accommodated” so you can return to work. If your restrictions cannot be “reasonably accommodated” Human Resources will place you on an appropriate unpaid medical leave.

Western may also, at its expense, require a second physician’s opinion. If the second physician’s opinion is contrary to your physician’s opinion, the parties will pick a mutually agreeable third physician (at Western’s expense). The parties agree they will abide by the third physician’s opinion.

8.§8.4 A unpaid medical leave will be limited to the period of actual inability to work, but in all cases approval may not exceed a total of twelve (12) consecutive months. If an employee fails to either timely request additional unpaid medical leave, or fails to return to work when his/her approved unpaid medical leave expires/ends, the employee will be AWOL.

8.§8.5 An employee on approved unpaid medical leave must comply with any reasonable conditions placed on his/her unpaid medical leave (e.g. periodically reporting in to HR submitting follow-up physician’s statements, etc.).

8.§8.6 Whether you are returning at the end of an approved unpaid medical leave or you are returning early from approved unpaid medical leave, you must provide Human Resources with as much advance written notification of your return as possible (generally at least 1 week’s notice).

You will also be required to submit a physician’s “return-to-work” slip (your physician should again refer to your job description) stating that you are able to resume work and setting forth any and all restrictions you have (or, that you have no restrictions). If your restrictions permit, you will be returned to your regular/former position; such return will generally occur within 48 hours after you provide appropriate written notification (and an adequate physician return-to-work slip) to Human Resources.

8.§8.7 If you fail to follow the above procedures, or fail to timely follow the above procedures, such that you are absent without approved leave, you will be treated as AWOL.

8.§8.8 If you have exhausted your sick leave, and unless you qualify for workers compensation or disability payments, unpaid medical leave of absence will be unpaid. If you have exhausted your sick leave and FMLA, you will be accorded his/her COBRA rights while on unpaid medical leave.

8.§8.9 As stated in Article 7.4.6, if an employee fails to return to work at the conclusion of twelve (12) consecutive months of Article 8.8 unpaid medical leave of absence the employee's seniority shall be terminated. Termination of seniority is the same as separation of employment from the University.

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 calendar 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 shall have the opportunity on that date (or closest regularly scheduled University business day) to “sell back” to the University accumulated a sick leave as follows:

- An employee who has accumulated a sick leave balance of at least 100 hours may “sell back” up to 80 hours, provided he/she retains a sick leave balance of at least 50 hours.
- The University will pay the employee for his/her sick leave hours at the employee's then current wage rate, subject to applicable legally mandated or 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/her 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/her 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/her 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/her 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) scheduled work 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) scheduled work 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 six (6) 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/her 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 In the event, under any circumstances, a dispute arises concerning an employee's medical ability to perform his/her 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/her 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.§6 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 per article 9.§9. Employees hired on or after September 1, 2012, are not eligible for this benefit.

9.§7 When an employee, hired before September 1, 2012, retires under the provisions of this contract, he/she 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 at the regular straight time hourly rate of the employee at the time. Employees hired on or after September 1, 2012 are not eligible for this benefit. 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/her account, he/she will draw upon his/her accumulated annual leave to the extent of his/her accrual/allotment.

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 there under. This exemption shall cease immediately upon the redemption of liability or lump sum settlement by the University.

9.§8.2 This section shall not apply to an employee absent due to FMLA, Excused Unpaid Medical Leave of Absence (Article 8.§8) or for determining Long Term Disability Benefits eligibility.

9.§9 Upon discharge, termination, resignation, or retirement, unused hours of sick leave, if any, are paid off in full as a contribution by the University to a 403(b) special pay plan account established on the employee's behalf (415 (m) if applicable), to the extent allowable by plan provisions. (See Appendix C: Special Pay Plan definition.)

ARTICLE 10 – ANNUAL LEAVE

10.§1 On July 1 of each year, the employee will be credited with his/her entire (based on Length of Service) fiscal year lump sum allotment.

An employee may carry-over into the following fiscal year up to twenty-four (24) hours of Annual Leave.

The only instance that an employee will not receive a full allotment (per FTE) is if they are on an

unpaid leave as of July 1. An employee on an unpaid leave that spans any other date will not result in loss of a full allotment (per FTE). An employee will, upon returning to the payroll, receive a pro-rated Annual Leave Lump Sum Allotment. 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/she is not actively at work shall be considered as hours worked.

Service Years	Lump Sum Allotment Hours Per Fiscal Year
Upon hire (as benefits-eligible)	96
After 1 year	120
After 5 years	144
After 8 years	160
After 10 years	176
After 15 years	192
After 20 years	200

1. Balance is zeroed out as of 6/30 each fiscal year, save carryover hours of 24 hours maximum.
2. Lump sum allotment for the fiscal year is received each 7/1.
3. Usage counts first against any carryover hours, then against the lump sum allotment.
4. Credit for a service anniversary milestone occurring within a fiscal year is granted in the allotment for that year.
5. Less than 1.0 FTE will receive a pro-rated lump sum allotment.
6. Lump sum allotment is prorated for mid-year events: hire, FTE change, transfer, separation, and retirement.
7. Proration takes into account current balance and hours used. Maximum payoff is 200 hours maximum.

10.§1.2 The 30 senior dining employees identified in Article 7.§12.4 will be provided a pro-rated amount of annual leave based on their summer FTE. If unable to work the entire summer due to approved unpaid leave, both the person on approved unpaid leave and his/her replacement will be provided a pro-rated amount of annual leave based on each employee's summer FTE.

10.§1.3 Any Dining employee working full time (8 hours per day; 40 hours per week) for four or more consecutive weeks during the summer will in his/her first paycheck in October be provided an additional pro-rated amount of annual leave based on his/her summer FTE. The Employer will not structure summer Dining Service work schedules solely to avoid additional annual leave allotment.

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

10.§2.1 No employee shall be permitted to draw an advance on annual leave which at the time, has not been allotted to him/her.

10.§2.2 Employees will not be required to utilize annual leave concurrently with FMLA.

10. §3 Annual leave shall be granted to eligible employees (to the extent of their allotted amount) 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. Dining Services and regular part-time employees shall be eligible for annual leave (to the extent of their allotted amount) on the basis of not to exceed the daily or weekly straight-time hours they are normally scheduled to work (Dining Services may, however, exercise their rights as set forth in Article 10. §5.2.1.)

10. §4 Management and employees will plan and allow for the use of allotment of annual leave. To be eligible to receive annual leave hereunder, the employee must give his/her immediate supervisor at least one (1) week advance notice of his/her desire to take his/her 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/she shall receive his/her annual leave to the extent of his/her prorated allotment.

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 two (2) hours 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/her 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/her supervisor. If the employee thereafter timely reports, he/she will not be considered tardy or absent, and the period of time between his scheduled start time and the time he/she 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/she has adequate time in his/her annual leave bank to cover the entire request (2 hour minimum). If the employee's 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/her supervisor can notify the employee in writing that the employee cannot make any additional requests to use non-pre-approved annual leave for a specified period of time. The employee may grieve if he/she 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/her scheduled shift, requests and is approved for annual leave, such annual leave will be considered pre-approved. The two (2) hour minimum 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/her annual leave at the time of his/her 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.

10.§5.1 Annual Leave Denial Periods. (i.e. Black-out Periods) The Employer shall post at all affected departmental time clocks 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 on a first come first serve basis. It is recommended, but not required, that the employee have a supervisor or department designee verify the date and time his/her request was submitted. In the event it cannot be determined in what order requests were submitted, preference will be given to the employee(s) on the basis of their unit wide seniority. This provision does not prohibit approving or denying annual leave into the next calendar year, or more than one employee being approved for annual leave at the same time.

10.§5.2.1 Upon written request, Dining Services employees may utilize annual leave to continue their wages during seasonal or temporary layoff periods. Any

annual leave not utilized in this manner will be retained in their banks through the entire duration of the seasonal or temporary layoff (subject to Article 10. §1, maximum carryover hours).

10. §6 Upon discharge, termination, resignation or retirement, employee will be paid:

- a. his/her unused carryover annual leave hours from the prior year carried forward to July 1, and
- b. a pro-rated amount of his/her unused annual leave hours for the current year; maximum payout of 200 hours.

The above total amount will be paid in full as a contribution to a 403(b) special pay plan account (amounts in excess of the 403(b) limits will be made to a 415(m) plan account) established on the employee's behalf, to the extent allowable by plan provisions (See Appendix C: Special Pay Plan definition.)

10. §7 In cases of layoff other than seasonal, employee has the right and will be allowed to schedule use of AL, prior to the effective date of separation/layoff, in order to- if possible -reduce his/her AL payoff below the 403(b) threshold (i.e. below \$2000.00) but the intent is not for an employee to extend his/her date of effective layoff. Employees may want to get below \$2000 by using annual leave bank payoff instead of going into special pay plan. In case of layoffs other than seasonal, the University will provide as much notice as possible so an employee may avoid the special pay plan.

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 Year's 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 Custodial 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/New Student Dining Center on a holiday. The holiday work will be offered to all eligible employees within the Bernhard Center/New Student Dining 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/New Student Dining Center employees volunteer to work the holiday, then the eligible Bernhard Center/New Student Dining 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/she shall nevertheless receive the straight-time pay he/she 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/she 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/she 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 as set forth in this Article the employee must:

- a. Be a regular employee, and
- b. Must have worked his/her regularly scheduled hours on the last day he/she was scheduled to work before the day celebrated as the holiday and on the next such day following the day(s) celebrated as the holiday(s), or
- c. Must be on pay status (approved annual leave or approved sick leave) the last day he/she was scheduled to work before the day celebrated as the holiday and on the next such day following the day(s) celebrated as the holiday(s).
 1. "Approved annual leave" includes pre-approved, same-day approval, and call-in annual leave (per Article 10.4.1)
 2. An employee calling-in SL is required to provide a satisfactory medical slip of inability to work.
 3. An employee utilizing previously approved/certified intermittent FMLA leave status must also use SL or AL to meet the "pay status" requirement. The employee will not, however, be required to provide a medical slip so long as their FMLA certification form remains current. Unpaid FMLA is not pay status and therefore does not qualify for holiday pay.
 4. If an employee has pre-approved annual leave their last scheduled day before a holiday, and the employee calls in sick the day before this pre-approved annual leave day, the employee will not lose their holiday pay in this situation. (The same situation occurs if the pre-approved annual leave occurs the day after the holiday.)
 5. If an employee is in pay status and/or on the clock for any part of the day they are scheduled to work the day before or after the holiday (such as due to tardy) they will not lose their holiday pay.
 6. If an employee is found to be AWOL for part of the day the day before

or after the holiday (and are in pay status part of the day), they will receive their holiday pay. (The holiday pay is not prorated based on the portion of the day that the employee is not AWOL; they receive their full holiday pay.)

7. If an employee calls in sick on the holiday, and they work their last scheduled day before and after the holiday, they would not lose their holiday pay, but will not be paid sick leave and will not receive their "holiday worked" (i.e., wages x 1.5).
8. Same day approval of annual leave means an employee that reports to work, and then requests and is approved for annual leave on the day before or day after a holiday, they are in approved pay status and the employee will get their holiday pay.
9. If an employee is tardy on the day they are scheduled to work the day before or after the holiday he/she will not lose their holiday pay.

Regular employees who are on a non-pay status starting with the conclusion of the Fall Semester and who return to work on their first scheduled workday of the Spring Semester shall qualify for holiday pay for the holidays occurring during the period between the end of Fall Semester and their return-to-work at the beginning of Spring Semester.

An employee who fails to qualify for holiday pay under this Article shall lose no more than two (2) days of holiday pay per incident. Example: an employee calls in sick the last day before winter holidays and calls in sick on the day they are to return to work, and does not provide a doctor's statement for either day, the employee would not lose more than two holidays in this situation.

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. Those hired into the bargaining unit on or after January 1, 2014 will not be eligible for longevity pay.

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.

Years of Continuing Service Since Last Hiring Date	Percent of Such Earnings During 12-month Period Ending on Previous June 30
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 who is not irregular or regular part-time shall consist of forty (40) hours of work.

13.§1.1 Dining Service employees working a fiscal year position 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 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 In order to have schedules to provide coverage throughout Dining Services, all academic year Dining Service employees working Fall and Spring semesters will alternately be scheduled to work:

- Eight (8) hours per day, five (5) 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.

Cash operations/Campus Cafes are not student dining locations but operate on a retail model and will continue to be scheduled according to operational needs. An example is Parkview Café at the College of Engineering.

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.§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 Definitions for shift premiums. This article is to define the shifts for shift premiums only. 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 a.m. 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 Custodial 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/her 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 three (\$.43) 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 three (\$.53) 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 sixty four (\$.64) 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 three (\$.53) 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 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/she bid, such employee shall, as of the date he/she starts working thereon, be paid the hourly rate applicable for the job thus awarded to him/her.

14. §5 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/she bid or when, due to layoff other than seasonal, an employee exercises his/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/she was removed, he/she shall thereupon be paid the hourly rate applicable to the job classification into which he/she bid or bumped.

14. §6 When an employee is removed from his job due to his/her inability to satisfactorily perform the duties thereof, such employee shall thereafter be paid the hourly rate for the job classification into which he/she is thereafter placed.

14. §7 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/she shall continue to receive the hourly rate of pay he/she would have received on his/her permanent job assignment. If the period of such temporary transfer is for one (1) or more full regularly-scheduled working days, he/she shall be paid the hourly rate applicable to the job classification to which he/she was temporarily transferred or the hourly rate applicable to the job from which he/she was temporarily transferred, whichever is the greater, for the period during which he/she was so temporarily transferred.

14. §8 Except as specifically provided in 14. §7 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. §9 Shoe Allowance. The University agrees to pay AFSCME employees an annual shoe allowance in the amount of one hundred twenty dollars (\$120). This payment will go to all AFSCME employees in January of each year.

14. §10 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/her 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.§11 Reporting Pay. An employee who reports for work at the start of his/her own regularly- scheduled shift and is sent home because there is no work available for him/her shall receive four (4) hours of straight-time pay at his/her regular hourly rate for so reporting. If such employee is put to work, he/she 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.§12 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 (subject to State requirements) 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, and their dependents, 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.

Employees with an initial employment date on or after January 1, 2017, who later qualify and retire from Western will, in retirement, have access to Western's then current health insurance plan. The employee/retiree will, in retirement, pay all costs (including premiums) associated with access to Western's then current health insurance plan, including all costs associated with

access to the Medicare supplement plan.

14.§12.1 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. Employees hired or re-hired on or after January 1, 2013, must (1) complete fifteen (15) years of continuous full-time service immediately preceding the date of retirement and (2) Employees must be at least sixty (60) years of age. Continuity of service shall not be broken unless seniority is terminated as provided in Article 7.§4.

14.§12.2 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/her 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 (5) 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.

For employees hired on or after January 1, 2013, the following contribution levels (for all tax deferred annuity plans) will apply:

1. If the employee contributes less than one percent (1%) of base pay, the University will make a nine percent (9%) of base pay contribution;
2. If the employee contributes one percent (1%) or more but less than two percent (2%) of base pay, the University will make a ten percent (10%) of base pay contribution;
3. If the employee contributes two percent (2%) or more of base pay, the University will make an eleven percent (11%) of base pay contribution.

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.

14.§12.3 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 as defined in Article 14.§12.1 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 health care plan benefits shall be the same as those provided to WMU AAUP faculty, unless changes are required in accordance with State and/or Federal laws.

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 31st 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.§3.1 The employee, upon retirement, may elect to continue their current life insurance policies at the employee's sole expense, at the group rates.

15.§4 Health Care Benefits.

15.§4.1 The University shall offer a Preferred Provider Organization (PPO) health benefit plan, the WMU Health Services Plan and Unified Clinics, or substantially equivalent plans, to all eligible employees, their dependents and qualifying retirees. Sindecuse Health Center and Unified Clinics will continue to control the services and benefits they provide, and those services and benefits will be available to all health benefit plan participants per the applicable health plan terms. (Summaries of services currently provided are located at <http://wmich.edu/healthcenter> and <http://wmich.edu/unifiedclinics>). The University retains the right to determine carriers and administrative agents of such benefits and programs at its sole discretion, with the prior consultation with AFSCME Local 1668. During the life of this Agreement, the University will maintain the PPO unless changes are required by law or plan design changes due to medical policy changes dictated by the carrier and/or administrative agents. The administrative agent posts the plan design on its portal so that bargaining unit employees may review prior to obtaining services. Upon request, the University will provide the union with a copy of all contracts with health care agents and providers. Human Resources shall assist employees with questions and concerns regarding these health care plans.

An employee can enroll in any other health care plan option that is offered by the University.

15.§4.2 The parties agree that the following definitions apply to the University’s health benefit plan: “Dependents” shall be defined as natural, adopted, court order, and stepchildren of bargaining unit members, designated eligible individuals to age twenty-six (26) (if permitted under current law, or Michigan constitution). “Spouse” shall be defined as current spouse, by legal marriage. A “designated eligible individual” (DEI) is defined in Article 20.§4.2.

15.§5 Health Care Premiums

15.§5.1 Monthly premium contributions (the portion currently paid by the participating employee and the portion currently paid by Western) will remain unchanged through 12/31/21. A participating employee will pay the following percentage of the illustrated monthly premium amount/rate:¹

Effective	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
1/1/2022	18.5%	22.75%	26.45%
1/1/2023	19.0%	23.5%	27.4%
1/1/2024	19.5%	24.5%	28.35%

Commencing in 2025, employee health insurance premium rates shall be the same as those of the WMU AAUP Faculty, subject to the limitation that such rates shall not increase by more than .5% in 2025.

15.§6 Principles of Care and Services

15.§6.1 The University shall provide health care benefit coverage (including health/mental health, prescription meds, dental, vision and access to certain services to all bargaining unit employees as described in the applicable health plan documents.

15.§7 Vision and Dental Care Services. The following health care services shall be covered:

15.§7.1 Vision. Eye examinations, lenses, and frames according to the level of service and plan design as described in the plan documents

15.§7.2 Dental. Dental services as described in the plan documents

¹ The total cost of all health care benefits (the illustrated rate) includes administrative costs, stop-loss, health/mental health, prescription meds, dental, vision and services available via Sindecuse Health Center and the Unified Clinics.

15.§8 The WMU Health Services Plan. The “WMU Health Services Plan” describes additional benefits applicable to members enrolled in the PPO plan. The University retains the right to amend the health benefit plans as dictated by changes in the law and changes mandated by the carrier/administrative agent.

15.§8.1 Prescriptions. Prescription drugs shall be available at the Sindecuse Health Center pharmacy through the PPO plan’s five (5)-tier formulary with co-pay levels at the same rate as non-university pharmacies for generic, preferred brands, and non-preferred brands, preferred specialty, and non-preferred specialty, respectively. A ninety (90) day supply of maintenance drugs will be available for a 2.25x co-pay, except that “first fill” prescriptions will be limited to a 30-day supply at a reduced co-pay.

15.§8.2 Medical Services. Sindecuse does not collect or process labs or x-rays from outside providers. Primary care and specialist services are provided.

15.§8.3 Office co-pays, deductibles, and co-insurance. Sindecuse primary care office visits and specialist office visits are subject to the same co-pays as specified in the PPO plan. For health care services subject to a deductible per the PPO plan, Sindecuse’s deductible will be fifty percent (50%) of the PPO plan’s deductible. Regardless whether the deductible amount is paid to an off-campus provider or to Sindecuse, all deductible payments made by the employee will count towards the employee’s total deductible amount. Sindecuse health care services are subject to the PPO plan’s co-insurance provisions. Sindecuse will determine/define the types and levels of service(s) it provides.

15.§8.4 Unified Clinics. All services provided by the Unified Clinics shall be available as per the PPO and/or WMU Health Services Plan, to PPO plan members and at a level of service as defined by that facility. Such services can be found at <http://wmich.edu/unifiedclinics>

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 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 \$270 (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 \$270 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.

15.§9.3 The University reserves the right to offer healthcare options/alternatives in addition to the PPO health plan during any plan year, with separate schedules for employee cost co-shares. This will also include the offering of voluntary wellness program participation and programming. This language does not prohibit either party from negotiating the offered plan(s).

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 all shifts 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. This list shall be maintained in the same order as at the end of the previous 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 0.01 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/her 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. Scheduled overtime will be charged to the overtime equalization list.

16.§1.5 Except as provided for in Article 16.§1 and its subsections, employees who are absent from work when the overtime opportunity occurs 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. Such hours shall be added to the overtime equalization list as hours refused.

16.§1.6 Employees who have been offered the opportunity to work the overtime but fail to work the overtime, shall be charged (as though they had worked) with the highest number of overtime hours worked by the employees in the affected classification on that occasion. Such hours shall be added to the overtime equalization list as hours refused.

16.§1.7 An employee who is approved leave for 10 or fewer consecutive regularly scheduled working days, and the entire time an overtime opportunity is offered/posted or overtime work occurs, shall not be charged for refusing the hours.

16.§1.8 An employee who is on pre-approved Annual Leave on the regularly scheduled work day either immediately prior or immediately after the overtime work date, that was approved prior to an overtime opportunity being offered, shall not be charged for refusing the overtime.

16.§1.9 An employee who is on paid bereavement leave the entire time an overtime opportunity is offered/posted or overtime work occurs shall not be charged for refusing that overtime opportunity.

16.§1.10 An employee unable to accept/work a scheduled overtime opportunity due to a previously scheduled official union-business commitment, shall not be charged with a missed overtime opportunity if he/she provides proper/timely notification to his/her supervisor.

16.§1.11 Qualified employees not offered overtime work in accordance with this section shall be offered the next available overtime opportunity/opportunities at least equal to the number of hours not offered. 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.§1.12 An up-to-date list showing overtime worked by and/or opportunities charged to employees will be posted in a prominent place at each work center, trade group, district or crew timeclock(s) 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. The University will provide the Chief Steward and Divisional Stewards with a complete list of all overtime opportunities by employee and their overtime hours worked, for the same pay period. Any discrepancies or errors on the list will then be discussed by the Chief Steward or the relevant divisional steward with the Director, or designee 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) working day period.

16.§1.13 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 0.01 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.§1.14 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.§1.15 At the time of posting, all overtime postings shall be emailed to the Union President and Chief Steward.

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 1.13.

16.§3 Scheduled Overtime Custodial Services

16.§3.1 The following overtime equalization lists shall be used in the Custodial Services division for scheduled overtime: 1) Custodian, 2) Floor Technicians, and 3) Special Projects. The overtime equalization list shall be by classification and shall include employees on all work schedules who have opted in to work the overtime. The department will create an "opt in list" upon ratification of this contract, and prior to July 1st of every year. The employees shall be allowed to opt in at any time, by written notification to the Departmental Director, but cannot opt out until the new fiscal year. Any employee opting in, after the new fiscal year, shall be positioned on the list with the highest amount of overtime hours plus 0.01.

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 sign the posting within this seventy two (72) hour period. Eligible employees who do not sign the posting within this period shall be charged as if they refused the overtime opportunity, except as provided for in Article 16.§1 and its subsections.

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-2L 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-6 Lead Landscape Services Irrigation Tradesperson and M-4.5 Landscape Irrigation Technician, 4) Small Engine Mechanic, 5) Arborist, and 6) Athletic Grounds.

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/New Student Dining Center – Scheduled Overtime (all Bernhard Center/New Student Dining Center employees are placed on this list), 2) Valley Dining Center, and 3) Dining Units Weekday Extra Work (each Dining Unit excluding the Bernhard Center/New Student Dining 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. Continuation of Job Overtime shall only be used when time or circumstances prohibit offering the overtime opportunity per Article 16.1.4.

16.§7 Call-in Overtime. Employees who are called in as provided for in 14.§10 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.§10 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/her regular days off.

16.§8 Unscheduled Overtime. When there is less than seventy two (72) hours prior to the unscheduled overtime opportunity, Custodial Services shall post it at all time clocks simultaneously. Unscheduled overtime will be awarded in order of the Overtime Equalization list for each department. Employees who are interested in working the overtime shall sign the posting within the allotted timeframe.

16.§8.1 When there is less than twenty four (24) hours prior to the unscheduled overtime opportunity in Custodial, Landscape, or Maintenance Services, the department shall poll employees by the zone/crew/trade in which the work is to be performed in order to determine if they want to work overtime. Unscheduled overtime will be awarded by classification seniority. If there is still a need to find employees to work the unscheduled overtime, then the department shall poll by divisional seniority and assign the overtime work in order of acceptance.

16.§8.2 Employees will not be charged for working, or refusing Unscheduled Overtime.

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 and informal 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 journey person 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 progressional 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 department. The University will also make available a Training Request Form to employees working in each division (Custodial Services, Dining Services, Landscape Services, Maintenance Services, Miscellaneous) so they can document and discuss with their supervisor any training and education needs they are requesting.

17.§6 The Union and the University recognize the value of formal and 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/she shall report the conditions to his/her supervisor and his/her 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 designated Subcontracting Committee Members. For the Union: the Union President and the Union Chief Steward (or designated alternate), the Maintenance Services Divisional Steward, and an additional bargaining unit member. For the Employer: the Director of Maintenance Services, the Director of Projects & Construction, the Director of Landscape Services, and the Director of Labor Relations. Others may attend upon advance written agreement of both parties. 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 for discussion in Special Conference at least fourteen (14) calendar days prior to implementation. The time limits may be extended by mutual written agreement between the parties. 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 explain its rationale.

19.§5.1 Newly created or revised Job Description shall include creation or revision date and shall be maintained on the Human Resources Website and an official copy shall be provided to the Union.

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. The University will make an effort to accommodate those whose classes are offered only during working hours (shift adjustments, use of breaks, annual leave, etc...) Employees must provide a class schedule.

19.§6.1 Spouse/Dependent and Designated Eligible Individual Tuition Remission is also available to benefits-eligible, full-time employees. Western will remit the tuition for seventy five (75%) percent of undergraduate courses taken at the University by the spouse, dependent, or designated eligible individual, 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 Centers and Campus Cafes.

ARTICLE 20—DESIGNATED ELIGIBLE INDIVIDUAL (DEI)

20.§1 DESIGNATED ELIGIBLE INDIVIDUAL (DEI). 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.

20.§2 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) Michigan legislature has voted to cut or withhold funding from WMU because of the DEI program.

20.§2.1 If WMU decides to change the eligibility criteria or to suspend or terminate the DEI program at any time, WMU will provide at least thirty (30) calendar days’ notice so that those affected may plan accordingly.

20.§3 Requirements:

20.§3.1 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.

20.§3.2 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 “dependent” of the employee as defined by the IRS.

20.§4 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 26, or while a student).

20.§5 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.

20.§6 Limits of Eligibility. The following individuals are not eligible as designated eligible individuals:

- a. Children of Member and their descendants children, grandchildren)
- b. Parents of Member
- c. Parents’ other descendants (siblings, nieces, nephews)

- d. Grandparents and their descendants (aunts, uncles, cousins)
- e. Spouse's relatives
- f. Renters, boarders, tenants

20.§7 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.

20.§7.1 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.

20.§8 Additional Benefits for DEI.

20.§8.1 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.

20.§8.1.1 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.

20.§8.2 Bereavement leave for the member as provided in Article 8.6.

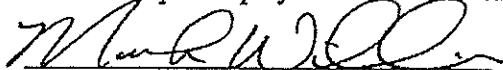
20.§8.3 Use of sick leave credits as provided in Article 9.3.

ARTICLE 21 – DURATION OF AGREEMENT

21.§1 This Agreement shall become effective as of the 16th day of November, 2021, and shall continue in full force and effect until 12:01 a.m. on the 12th day of August, 2025, 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.

21.§2 This Agreement is signed in Kalamazoo, Michigan this 4th day of February, ²⁰²² by:

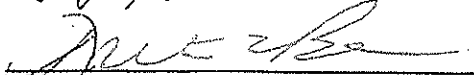
LOCAL 1668 and Council 25 of the
American Federation of State, County
and Municipal Employees Union AFL-CIO



Mark Williams, Staff Representative
Council 25, AFSCME, AFL-CIO




Bryan Sutton, President



Kathleen-Cain Babbitt, Chief Steward



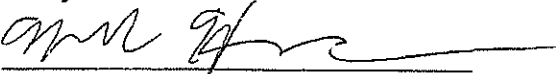
Carol Case



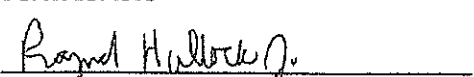
Robert Kelly



Cindy Beebe



Mark Heeres



Ray Hallock, Jr.

WESTERN MICHIGAN
UNIVERSITY



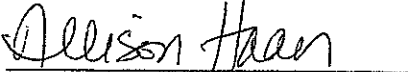
Kurt Graham, Director of Staff
Labor Relations



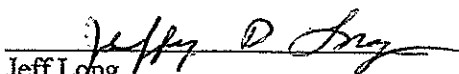
Paul Choker



Mark Frever



Allison Haan



Jeff Long



Nick Schmidt

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 Vehicle Attendant Stockroom Assistant
M-2L	Groundskeeper I
M-2.5	Groundskeeper II (Spray Certified)
M-3	Stock Clerk Athletic Equipment Control/Handler Athletic and Physical Education Equipment Attendant Floor Technician
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 House Staff
M-4.5	Equipment Operator II Landscape Irrigation Technician

M-5	Recreation/Sports Specialist III Recreation/Sports Specialist III/ Small Engine- Repairperson Receiving Clerk Ice Technician II
M-6	Arborist (ISA Certified) Horticulturalist Lead Landscape Irrigation Person Landscape Construction Tradesperson
STH	Skilled Trades Helper
ST1	Bowling Alley Mechanic Carpenter Carpet/Tile Layer Electronic Maintenance Person Locksmith Millwright/Maintenance Mechanic Painter/Glazier Plasterer Maintenance Roofer Small Engine Mechanic Upholsterer Welder Key Core Technician
ST2	Appliance Repairperson Electrician (Licensed) Environmental Control Person Pipefitter/Steamfitter Plumber (Licensed) Refrigeration Repairperson (Licensed) Vehicle Mechanic (Licensed) Electro-mechanical Locksmith Card Access Technician
ST3	Medium Voltage Electrician (Licensed)

F-1	Utility Food Worker
F-2	Assistant Cook Assistant Baker/Alternate Head Baker
F-3	Second Cook Utility Person Stockperson Party Salad Maker
F-4	First Cook/Sous Chef Stockperson (Bernhard)
F-5	Head Cook Head Baker
P-1	Parking Enforcement Officer

A.§2 Labor Grades

A.§2.1 Effective the first full pay period following ratification of the Agreement by both parties, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

GRADE	RATE	GRADE	RATE
M-2	16.59	F-1	15.07
M-2L	17.21	F-2	15.97
M-2.5	17.76	F-3	16.51
M-3	17.82	F-4	17.19
M-3.3	17.96	F-5	18.76
M-3.5	18.28	P-1	14.64
M-4	19.17	STH	19.40
M-4.5	19.73	ST1	26.23
M-5	25.09	ST2	27.54
M-6	25.85	ST3	30.37

A.§2.2 Effective the first full pay period in July 2022, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

GRADE	RATE	GRADE	RATE
M-2	16.92	F-1	15.37
M-2L	17.55	F-2	16.29
M-2.5	18.12	F-3	16.84
M-3	18.18	F-4	17.53
M-3.3	18.32	F-5	19.14
M-3.5	18.65	P-1	14.93
M-4	19.55	STH	19.79
M-4.5	20.12	ST1	26.82
M-5	25.59	ST2	28.23
M-6	26.37	ST3	31.13

A.§2.3 Effective the first full pay period in July 2023, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

GRADE	RATE	GRADE	RATE
M-2	17.26	F-1	15.68
M-2L	17.90	F-2	16.62
M-2.5	18.48	F-3	17.18
M-3	18.54	F-4	17.88
M-3.3	18.69	F-5	19.52
M-3.5	19.02	P-1	15.23
M-4	19.94	STH	20.19
M-4.5	20.52	ST1	27.36
M-5	26.10	ST2	28.87
M-6	26.90	ST3	31.83

A.§2.4 Effective the first full pay period in July 2024, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

GRADE	RATE	GRADE	RATE
M-2	17.61	F-1	15.99
M-2L	18.26	F-2	16.95
M-2.5	18.85	F-3	17.52
M-3	18.91	F-4	18.24
M-3.3	19.06	F-5	19.91
M-3.5	19.40	P-1	15.53
M-4	20.34	STH	20.59
M-4.5	20.93	ST1	27.91
M-5	26.62	ST2	29.45
M-6	27.44	ST3	32.47

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 All new hires shall be paid one dollar (\$1.00) per hour less than the wage for that classification, for the first twelve months of employment. This one dollar (\$1.00) less per hour is not associated with probationary period or number of days worked. It is related to twelve (12) months since date of initial hire, regardless of classification or division changes within the first year. The one dollar (\$1.00) per hour less is based on base pay. Employees will still be eligible for all contractual premiums.

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, predicated 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/she 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 has 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 Maintenance Services Division administrative leadperson is selected for any work area the employee in the work area with the most divisional seniority who has 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. The above will apply only when a leadperson vacancy occurs.

A.§6.4 A Maintenance Services 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.

A.§9 Landscape snowplowing crew bidding procedure

A.§9.1. On or before October 1, each year the Landscape Division shall provide the union with a Snow Plowing Schedule to include the days and hours of work for snow plowing opportunities.

A.§9.1.1 For a period of seven (7) calendar days, the Landscape Division shall post the Snowplowing Schedule along with a notice informing employees assigned to the Plow Crew of a scheduled Bid Meeting at a specified date, time, and location to select their desired snowplowing shift. Snowplowing work will be assigned at the Bid Meeting by Divisional Seniority.

A.§9.2. The following classifications shall be used to create the snow plowing crew: M-4.5 Irrigation Technician, M-4.5 Equipment Operator II, M-4 Master Gardener, M-3.5 Equipment Operator I, M-6 Arborist, M-6 Horticulturalist, M-6 Landscape Construction Tradesperson, and the M-6 Lead Landscape Irrigation Tradesperson positions.

A.§9.2.1 If there is an insufficient number of employees on the snow plowing crew to fill the snow plowing shifts, the Landscape Division will seek volunteers from the M-3.3, M-2.5, and M-2L classifications in the Landscape Department.

Positions will be offered by Divisional Seniority.

A.§9.3 Employees on the snow plowing crew shall receive a swing shift premium of sixty four cents (\$.64) per hour while on the snow plowing schedule.

A.§9.3.1 The snow plowing schedule shall start at the beginning of the pay period that includes December 1 of each year and continue through the pay period which includes March 8.

A.§9.3.2 In the event an employee has their snowplowing shift/work hours changed the University shall provide the employee with 48 hours' notice (for example, an employee normally scheduled to work from 6 a.m. to 2:30 p.m. and is to be scheduled to plow from 1:30 p.m. to 10 p.m.) of the snowplowing schedule swing shift change.

APPENDIX B

Job Progression Sequences and Non-Progressional Job Classifications

B.§1 Dining Services Division:

Job Progression Sequences:

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

Non-Progression Job Classifications

- F-5 Head Baker
- F-4 First Cook/Sous Chef
- F-3 Utility Person
- F-2 Assistant Baker/Alternate Head Baker

B.§1.1 Dining Service Assistant Cooks and 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 Associate 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 Assistant Cook wishing the position with the required qualifications will be advanced.
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.

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, F-4 First Cook/Sous Chef, F-2 Assistant Baker/Alternate Head 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, F-4 First Cook/Sous Chef, F-2 Assistant Baker/Alternate Head Baker and the F-3 Party Salad Maker shall be awarded to the most senior employee who has the “required qualifications”.

B.§2 Custodial Services:

Job Progression Sequence:

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

Non-Progression Job Classifications:

ST2 Appliance Repair Person

B.§2.1 As indicated by the asterisks, "Custodian are entry-level jobs in the Job Progression Sequence. The M-4 House Staff classification does not report to Custodial Services and is not considered in their representation district. They are considered in the Custodial Services 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 or the M-4 House Staff Classification, the vacancy shall first be offered to the employees in the other M-4 Job Classifications. Resulting vacancies shall be filled by promoting the employee with the most classification seniority as provided for in Article 7§.6.

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 classification seniority as outlined in Article 7§.6, 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/she 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 classification seniority as outlined in Article 7.§6, 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/she acquired the necessary knowledge and skills, will be promoted to an M-4 carpet cleaner.

B.§3 Landscape Services Division

Job Progression Sequence

M-5	Recreation/Sports Specialist III/Small Engine
M-5	Recreation/Sports Specialist III
M-5	Ice Technician II
M-4.5	Landscape Irrigation Technician
M-4.5	Equipment Operator II
M-4	Recreation/Sports Specialist II

M-4	Ice Technician I
M-4	Master Gardener (Spray Certified)
M-3.5	Recreation/Sports Specialist I (Spray Certified)**
M-3.5	Equipment Operator I
M-3.3	Gardener (Spray Certified)**
M-2.5	Groundskeeper II (Spray Certified)*
M-2L	Groundskeeper I* ¹

Non-progression Job Classification

ST1	Small Engine Repairperson
M-6	Arborist (ISA Certified)
M-6	Horticulturalist
M-6	Landscape Construction Tradesperson
M-6	Lead Landscape Irrigation Tradesperson

B.§3.1 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.§3.2 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.§3.3 The Recreation/Sports Specialist will be cross-trained to perform Ice Arena Service person duties.

¹M-2L 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 Maintenance Services Division

Job Progression Sequence:

ST3 Medium Voltage Electrician (Licensed)
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 Millwright/Maintenance Mechanic
ST1 Electronic Repairperson
ST1 Key Core Technician
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 Skilled 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.

APPENDIX C

B.§1 Special Pay Plan Upon separation from University employment, any payoff of annual leave, sick leave, and/or other designated payments is made by the University as an employer contribution to a 403(b) special pay plan account established on the employee's behalf (415 (m) where applicable), to the extent allowable by plan provisions. Payment to the special pay plan is mandatory for gross payoff amounts totaling \$2,000 or more combined, not to exceed the maximum allowable contribution under IRS regulations. Payoff of annual leave, sick leave, and/or designated payments totaling less than \$2,000 combined is made by payroll check. A separated employee's access to special pay plan funds is governed by applicable IRS regulations.

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

- I. Within thirty (30) calendar days after the parties have a fully ratified and approved a successor contract to the 2018-2021 collective bargaining agreement the parties will discuss the following:
 - a. Expeditiously resolve all grievances outstanding as of August 12, 2021. The parties may, but are not required to attempt to resolve any grievances that might be filed subsequent to August 12, 2021.
- II. The parties will annually meet in Special Conference in January to discuss ways to increase efficiency and realize cost savings (i.e. save money). At least three (3) days prior to the Special Conference being held the Union shall share a written list of its suggested cost savings ideas with the Director of Labor Relations for the University's advance review and consideration. Any ideas/recommendations and/or cost savings realized as a result of the Special Conference will be documented and reported to the appropriate Vice President.

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
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

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

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.

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, operational needs/decision, or other emergency conditions that prevent normal operations 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, operational needs/decision or other emergency conditions that prevent normal operations. When areas are to be staffed during a closure, the closure time will be treated as if were a holiday and staffing and pay status shall be governed by Article 11.

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, operational needs/decision or other emergency conditions that prevent normal operations. 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 for any normally scheduled work hours occurring during the closure period 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.

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). For example, an employee prior to the announcement of closure who has reported in as “sick” or was scheduled to be on annual leave will be paid as though there was no closure and thus will be charged for sick leave, or annual leave for the period not worked. If the University subsequently closes due to inclement weather, natural or man-made disaster, pandemic, operational needs/decision, or other emergency conditions that prevent normal operations, 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.

Closure Period

Closure period begins at the time of the President’s (or his/her designee’s) announcement and shall end at the start of the employee’s next day’s normally scheduled shift unless an earlier re-opening is announced by the President (or his/her designee).

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, pandemic, or other emergency conditions) 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.

Intent Statement for LoU Closure is not incorporated into successor contract but does remain an Intent Letter for bargaining history purposes.

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

With the understanding that the University intends to contract with an outside vendor for “carpet cleaning services,” the parties agree that

- 1) A list designating campus location(s) and associated responsibilities for carpet cleaning services divided between the vendor and AFSCME Local 1668 employees will be developed and maintained. Any changes in these assignments will be communicated to AFSCME Local 1668 leadership in advance. Such notice will be authenticated by signature from the responsible University representative and by AFSCME Local 1668 leadership, representing that such changes were communicated.
- 2) The following AFSCME Local 1668 employees within the M4 Carpet Cleaner classification, with continued, satisfactory performance, will be allowed to maintain their classification/associated rate of pay until they bid and receive an alternative job or separate from their University employment:

[Employee Names Redacted]
- 3) As M4 Carpet Cleaner classification positions are vacated, it is the intent of the University to expand the responsibilities of the outside vendor and to not fill M4 Carpet Cleaner positions.
- 4) If the University determines in the future that it is not appropriate to continue with outsourced carpet cleaning services, associated responsibilities will be assigned to members of the AFSCME Bargaining Unit in accordance with the Collective Bargaining Agreement in place at the time of that decision.

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