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8/12/2000

AGREEMENT

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

and

WESTERN MICHIGAN UNIVERSITY

AUGUST 1997 - AUGUST 2000

Western Michigan University

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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AGREEMENT

THIS AGREEMENT, made and entered into the 22nd day of January, 1998, by and between WESTERN MICHIGAN UNIVERSITY, hereinafter referred to as "Employer," 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.

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 Twenty (20) consecutive work days, and

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

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

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

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

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

1.§1.4 "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 All regular employees covered by this Agreement who, as of the date of ratification of this Agreement, are members of the Union and all employees who may thereafter join the Union shall, as a condition of continued employment, remain members thereof in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members. All present employees covered by this Agreement who, prior to the execution of this Agreement, were not members of the Union and all new employees covered by this Agreement who are hired on or after the date of ratification of this Agreement shall, as a condition of continued employment, become members of the Union immediately upon completion of their probationary period and shall maintain their membership in good standing therein to the extent of tendering payment of the initiation fee and regular union dues uniformly required of all Union members.

1.§2.1 It is understood and agreed that employees referred to in the last sentence of the above paragraph (1.§2), in lieu of becoming members of the Union as therein provided, may meet the requirements thereof by tendering payment to the Union each month of a fair and reasonable representation fee as established by the Union. The Union shall advise such employees of the amount of the representation fee.

1.§3 For those employees for whom properly-executed payroll deduction authorization cards are delivered to the Employer's Payroll Department, the Employer will deduct from their pay on a bi-weekly basis the monthly Union dues or representation fee as per such authorization and shall remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the American Federation of State, County and Municipal Employees Union, Michigan Council 25, 1034 North Washington, Lansing, Michigan 48906. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this section.

1.§4 The Union recognizes that except 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.

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

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

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

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

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

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

ARTICLE 2 — REPRESENTATION DISTRICTS

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

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

- (1) Valley No. 1
- (2) Valley No. 2
- (3) Valley No. 3
- (4) John T. Bernhard Center and MSU/KCMS
- (5) Burnham
- (6) Davis and Draper

2.§1.2 Building Custodial and Support Services (those job classifications performing custodial and carpet-cleaning work in the Dining Service areas, the student residence halls and the John T. Bernhard Center, and in other University buildings):

DISTRICT	WEEK	WORK SHIFT	TIME CLOCK
(1) Area A	SU-SA	ALL	EWB
(2) Area B	M-F	1ST	Moore
(3) Area C	M-F	2ND	Ellsworth
(4) Area D	M-F	2ND	Ellsworth
(5) Area E	M-F	3RD	Moore
(6) Area F	M-F	3RD	Knoolwood Bldg
(7) Area G	SU-TH	3RD	Sangren
(8) Area H	M-F	ALL	EWB

(9) Area I	M-F	1ST	Ackley/Shilling
(10) Area J	M-F	1ST	Davis
(11) Area K	M-F	1ST	Bigelow
(12) Area L	M-F	1ST	Burnhams
(13) Area M	SU-SA	3RD	Bernhard Center
Campus Wide	M-F	1ST,2ND	EWB

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

MAINTENANCE SERVICES:

REGION	WEEK	WORK SHIFT	TIME CLOCK
(1) Work Reg. #1	M-F	1ST	Valley #1
(2) Work Reg. #2	M-F	1ST	Valley #1
(3) Work Reg. #3	M-F	1ST	Physical Plant
(4) Work Reg. #4	M-F	1ST	Physical Plant
(5) Work Reg. #5	M-F	1ST	Elmwood
(6) Work Reg. #6	M-F	1ST	Dalton Center
(7) Work Reg. #7	M-F	2ND	Physical Plant
(8) Work Reg. #8	Su-TH	3RD	Dalton Center

REMODELING SERVICES

(9) Work Reg. #9	M-F	1ST	Physical Plant
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MISCELLANEOUS TRADES

(10) Work Reg. #10			
Vehicle Mechanic	M-F	ALL	Physical Plant
Small Eng. Mech.	M-F	1ST	HOI
Bowl. Alley Mech.	M-F	1ST	Bernhard Center
Upholsterer	M-F	1ST	Upholstery Shop
Appl. R.(BCSS)	M-F	1ST	EWB
Millwright/Maintenance			
Serv. Per. (BCSS)	M-F	1ST	EWB
Ice Arena Serviceperson (BCSS)	M-F	ALL	EWB
Building Serviceperson (BCSS)	M-F	ALL	EWB

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

(1) Grounds Crew (M-2 Groundsperson/Laborer, M-3 Gardener, M-4 Master Gardener, M-5 Grounds Tradesperson,

and M-6 Arborist)

(2) Equipment Operators (M-3.5 - M-4.5)

2.§1.5 Miscellaneous

(1) Plant - Miscellaneous (Stockroom)

(2) Athletic Equipment Control and Athletic Equipment Attendant (3) House Staff (M-2.5) (Fetzer Center, John T. Bernhard Center)

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. 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-Representative Districts. 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 Districts.

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

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

2.§3 Immediately after the execution of this Agreement, the Union shall promptly notify the Staff Collective Bargaining/Contract Administration office ("Collective Bargaining"), in writing, of the names of the Union president's designated representative, the chief steward, the stewards and their alternates (and the districts each represents). The Union will promptly notify the Collective Bargaining office, in writing, of any changes or replacements. Within ten (10) working days after the start of a new quarter, the Collective Bargaining Office will provide the Union Chief Steward with a list, by Representation Division, that identifies each District's Supervisor, work week, shift, and time clock locations within each Representation Division.

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

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

desire.

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

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

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

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

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

ARTICLE 3 — COMPLAINTS AND GRIEVANCES

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 oral meeting described in 3.3 below, such matters cannot be processed as grievances beyond that meeting.

3.§3 **Grievance Procedure** For a grievance to be processed under the grievance procedure, it must first be discussed by the supervisor and the aggrieved employee, who shall be entitled to have a district steward present. The discussion shall include the facts upon which the possible grievance is based, when the event at issue occurred, what remedy is requested, and what sections of the contract, if any, were allegedly violated. The supervisor shall respond in writing within two (2) regularly scheduled working days after the meeting with the employee and, if present, the District Steward. The Supervisor's answer may identify any errors or disputed facts and any remedy that might resolve the issue. 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 and the steward who were present at the meeting, as well as the Employer's Divisional Representative. If the employee or the Union had no knowledge of the occurrence of such event, the grievance must be presented within said five (5) regularly-scheduled working days after circumstances were such that the employee or the Union should have had knowledge thereof.

3.§4 **First 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 Aggrieved Employee or District Steward may implement the first step. The grievance must then be reduced to writing, state the facts upon which it is based, including when they occurred, specify the section of the contract which has allegedly been violated, be signed by the aggrieved Employee or

his Steward, and be presented to the Employer's Divisional Representative within five (5) regularly scheduled working days after the receipt of the Supervisor's written response or the date upon which the response was due.

Within five (5) regularly scheduled working days after the written grievance has been presented to the Employer's Divisional Representative, the Aggrieved Employee and his District Steward and Divisional Chief Steward shall meet with the immediate Supervisor and the Employer's Divisional Representative to discuss the grievance. Within five (5) regularly scheduled working days after this meeting, the Employer's Divisional Representative shall give a written answer to the Aggrieved Employee, District Steward, Divisional Chief Steward, and the Chief Steward.

3.§4.1 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 refiled with the immediate supervisor within two (2) regularly-scheduled working days after such return.

3.§4.2 After the first step 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 Second Step. If the grievance has not been resolved in the first step and the aggrieved employee or the Union desires to appeal the matter to the second step, then within five (5) regularly-scheduled working days after receipt of the written first-step answer by the chief steward, the chief steward shall present the written grievance to the Employer's director of Collective Bargaining, together with a written statement as to why the first step answer was rejected. Within five (5) regularly-scheduled working days after the grievance has been so presented, a meeting shall be held among the president of the Union, the chief steward, the appropriate divisional chief steward, the Employer's director of Collective Bargaining and the Employer's divisional grievance representative 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 Collective Bar-

gaining, or his designated representative, shall give a written second step answer to the president of the Union, Divisional Chief Steward, and the chief steward and mail a copy thereof to the grievant at his last known address on record with the University.

3.§5.1 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 second 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.§5.2 This answer shall include:

3.§5.2.1 A statement of the Employer's director of Collective Bargaining's position and judgment in the matter;

3.§5.2.2 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 Collective Bargaining or his designee in writing by certified mail within fifteen (15) calendar days after the receipt of the Step Two answer by the chief steward. The date of the postmark shall be considered the date of the notification.

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

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

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

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

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

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

Mario Chiesa
Howard Cole
William Daniel

Mark Kahn
Paul Glendon

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

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

equally by the Employer and the Union.

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

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

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

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

appropriate on either the threshold issue or both issues. The parties may mutually agree, in the event a threshold issue is raised in a particular case, that they will ask the arbitrator to, in the same hearing, first hear the threshold issue and then the grievance on the merits and make the appropriate decisions. The parties may also mutually agree to ask the arbitrator to issue a "bench" decision on the threshold issue.

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

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

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

3.§16 For the purpose of this Agreement, the University is divided into five divisions: (1) Dining Service; (2) Building Custodial and Support Services; (3) Skilled Trades; (4) Landscape Services; (5) Miscellaneous.

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

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

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

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

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

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

3.§18.1 If new evidence is introduced at Step Two of the grievance procedure which has not previously been presented at Step One, either the Union, the Employer or both may refer the grievance back to Step One for consideration thereof. Such grievance shall thereafter be returned to the First Step within the next five (5) regularly-scheduled working days unless such time limit is extended by mutual agreement.

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

ARTICLE 4 — SUSPENSION AND DISCHARGE

4.§1 The Employer agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the Employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended.

4.§1.1 In case of such suspension where the em-

employee is at work at the time of suspension, the employee shall be advised of his right to have a Union representative present. The chief steward or, in his absence, the divisional chief steward from the division in which the employee worked, shall be called, if the employee so requests, and the reasons for suspension shall be explained in the employee's presence. In the event neither the chief steward nor the appropriate divisional chief steward are on campus, the Employer may call the employee's district steward or, if he is not on campus, any other district steward in the affected employees division then on campus in lieu thereof if requested by the employee.

4.§1.2 In case of suspension where the employee is not at work at the time of suspension, a notice of such suspension shall be mailed to the affected employee at his address as recorded in the Department of Human Resources. A copy of such notice shall be sent to the president of the Union and the employee's district steward.

4.§1.3 The initial suspension referred to in 4.§1.1 and 4.§1.2 above shall not be for more than seven (7) calendar days and, if the suspension is converted into a discharge, such discharge shall not be made effective until the end of said seven (7) calendar-day period. A written statement of the reasons for a discharge shall be given to the affected employee and to the Union's president, if a Union representative was present at the time of suspension.

4.§1.4 If, during the period of such seven- (7) day suspension, the affected employee, the Union or the Employer requests a meeting to review the facts of the case, such meeting shall be held within said seven- (7) day period. Such meeting shall be attended by the affected employee (if he requests it and is available), the chief steward and/or divisional chief steward and two (2) management representatives (one of whom shall be the management representative who issued the suspension). The supervisor who initiated the action shall also attend this meeting if the Union so

requests.

4.§1.5 The Employer shall decide, during the aforementioned seven (7) calendar-day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should have been given, and shall immediately upon the conclusion of such seven (7) calendar-day period notify the president of the Union and the district steward in writing regarding such action.

4.§2 Non-Discharge Suspension. When an employee is to be suspended without pay for the third warning notice within twelve (12) consecutive months, the Employer shall hold a meeting with the employee and a Union representative, unless the employee requests that the Union representative not be present, prior to the commencement of the suspension. The Union representative shall be the employee's divisional chief steward or, in his absence, the Union chief steward. The reasons for the suspension shall be explained to the employee and the Union representative. The employee and/or Union representative will be afforded an opportunity to supply any information or defense as to why the suspension should not occur. If the suspension is to be issued, a notice setting forth the charges and the length of suspensions shall be given to the employee and a copy thereof sent to the Union representative within two (2) regularly-scheduled working days after the aforementioned meeting but prior to the start of the suspension.

4.§3 Any grievance protesting the Employer's decision under this Article to be processed through the grievance procedure must be filed in writing at Step Two of the grievance procedure within seven (7) calendar days after the date of discharge or notice of final action.

4.§4 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.

ARTICLE 5 — STRIKES AND LOCKOUTS

5.§1 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, slow-down or strike. The Employer agrees that during the same period, there will be no lockouts.

5.§2 In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, slow-down or strike which is not authorized by the Union, the Employer shall have the right, in its discretion, to discipline or discharge such employees or group of employees. However, it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this section may be processed under the grievance procedure starting with the Second Step thereof.

ARTICLE 6 — SPECIAL CONFERENCES

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

6.§1.1 Such meetings shall be attended by the president of the Local Union (or his designated representative as defined in 2.§2 of this Agreement), a Council or International representative and not to exceed an additional three (3) members of the Local Union, the director of Collective Bargaining 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, that mutual respect of the rights of each, and that 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 further recognize that lack of communication, lack of respect one for another, leads to break-down in one of the most vital components of our mutual relationship, human relations.

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

ARTICLE 7 — SENIORITY

7.§1 Seniority Defined. An employee's unit-wide seniority shall be defined as his length of continuous service with the Employer since his last hiring date or, if initially

hired as a temporary employee, since the last date upon which he was changed to regular employee status. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular employee at the instruction of the Employer since which he has not quit, retired or been discharged.

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

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

7.§2 Probationary Employees. All employees shall be probationary employees until they have completed seventy (70) days worked on the job as a regular employee. The purpose of the probationary period is to provide the Employer with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. 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. At the conclusion of an employee's probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

7.§2.1 A temporary employee performing bargaining unit work who is hired as a regular employee after having been employed on a temporary basis for a continuous period of at least six (6) months in the preceding twelve (12) months, shall be credited, as of the date he thus becomes a regular employee, with the amount of working days so worked on a temporary basis but not to exceed forty (40) working days, toward the completion of his probationary period.

7.§2.2 A temporary employee who is hired as a regular employee in the same job classification in the same division in which he had served as a temporary employee during the ninety (90) calendar days in the preceding twelve (12) months, shall be credited, as of

the date he thus becomes a regular employee, with the amount of working days so worked on a temporary basis in said job classification, but not to exceed forty (40) working days, toward the completion of his probationary period.

7.§2.3 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 thirty (30) days worked in the new division or until he has completed his regular probationary period (70 days worked), whichever is longer.

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

7.§3.1 The Employer shall maintain an up-to-date seniority list by job classifications within divisions. If two or more employees in a classification within a division have the same classification seniority, the employee with the greater unit-wide seniority (based on the unit-wide seniority list) shall be assigned first to the job classification seniority list, etc. A copy of the job classification seniority list shall be posted on the appropriate bulletin boards and two (2) copies thereof shall be given to the divisional chief steward and one (1) copy 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 Agree-

ment establishing a "tie-breaker."

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

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

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

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

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

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

7.§4.6 When an employee continues absent from work due to an illness or injury after having used up his/her sick leave (including FMLA Leave) and annual leave credits, the employee shall be removed from the payroll until he/she returns to work. If the employee remains off the payroll for twelve (12) consecutive months after he/she has been removed from

the payroll, his/her seniority shall terminate. Termination of seniority will be considered the same as separation of employment from the University.

7.§4.7 If an employee is separated from his/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 bulletin boards for a period of seven (7) calendar days. However, if such permanent vacancy occurs in the entry level job classification of any job progression sequence (or non-progression job classification) within the Maintenance Services Division, the senior employee classified in the same labor grade in any other Maintenance Services Division job classification, who has the then present ability to satisfactorily perform the required work without training, shall be given preference to permanently transfer thereto before such vacancy is posted on a unit-wide basis. Employees in such same labor grade (above referred to) shall be canvassed by supervision to ascertain who is the senior employee meeting such qualifications, who desires to exercise such preference. 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 without training, such employee (or if there are more than one, the employee among them with the greatest amount of unit-wide seniority) shall be moved to the posted job classification.

7.§5.1 If there are no bidders who appear to have

the then present ability to satisfactorily perform the required work without training, then the employee with the most unit-wide seniority who signed the posting who appears to have the required qualifications shall be moved to the posted job classification.

7.§5.2 If there are no employees who sign the unit-wide posting or if, among those signing the posting, there are none who appear to have the required qualifications, the Employer shall be entitled to hire new employees for such job classification. However, if such job classification is not filled within the next sixty (60) calendar days following the removal of the posting from the bulletin boards, and if it is still necessary to fill such job, it shall be reposted as provided for in this section.

7.§5.3 Temporary employees may sign University-wide job postings and will be considered for such jobs. It is understood that the Union does not represent such employees and no grievances may be processed regarding this provision.

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

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

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

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

7.§8 Present Ability and Required Qualifications. Where used in this Agreement, the words "then present ability to satisfactorily perform the required work with training" shall be interpreted to mean that the employee had the pre-developed skills, knowledge and work habits to satisfactorily fulfill the job requirements immediately upon being assigned to a job classification.

7.§8.1 Where used in this Agreement, the words "required qualifications" shall be interpreted to mean that the employee has demonstrated that he has or appears to have the background work experience, work habits, knowledge and physical ability which would enable him to readily learn to satisfactorily perform the job requirements of the job classification under consideration.

7.§8.1.1 Employees awarded a job through the bidding procedure on the basis of their appearing to have the "required qualifications" shall be entitled to a break-in or training period of not to exceed forty (40) days worked on such job. If at any time during the forty (40) working days the employee demonstrates that he will be unable to readily learn to satisfactorily perform the job requirements, he shall thereupon be removed from the job and returned to the job classification in the division from which he had bid as shall those employees who may have moved to different job classifications by reason of the vacancy or vacancies created by his bid.

7.§8.1.2 If an employee who has been awarded a job through the bidding procedure at any time during his break-in or training period returns to the job from which he bid because he had demonstrated he would not be able to satisfactorily perform the job requirements, or at his own request, the next senior employee appearing to have the "required qualifications" 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 displace the employee with the least job classification seniority in the next lower job classification in such progression sequence. Employees thus removed from the next lower job classification(s) shall exercise the same right.

7.§10 Layoffs Due to Lack of Work. When it is necessary to permanently lay off employees who occupy non-progression 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 without training. 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 without training. 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 without training 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.

7.§10.1 An employee with seniority who, because of lack of work, is scheduled to be laid off for

other than a seasonal or temporary period, shall be entitled to exercise his unit-wide seniority to displace any employee in a non-progression job or in the bottom or entry level job classification in any job progression sequence with less unit-wide seniority whose job duties he has the then-present ability to satisfactorily perform without training.

7.§11 Layoffs in Dining Services. The Bernhard Center Dining Service positions are year-round positions, and are not subject to the yearly spring and summer layoffs. The Center is, however, subject to the short-term layoffs during holiday and semester break periods throughout the year.

7.§11.1 The customary layoffs of Dining Service Division Employees for the duration of the spring and summer terms and for the short term periods during the fall and winter terms when their respective dining services areas are not in operation, shall be deemed to be seasonal or temporary layoffs. Employees affected thereby shall exercise their job classification seniority as provided for in this article unless and until such reasonable and/or temporary layoff becomes or is converted into a permanent layoff.

7.§11.2 Prior to the posting of the anticipated spring/summer session job openings available to dining service personnel, the Department of Human Resources will hold a meeting with the Union President, Chief Steward and a representative from dining service to explain the process for filling such openings. The Employer will consider suggestions from the Union for the modification of the proposed process.

The University agrees to consider the 30 highest senior cafeteria employees, not including Bernhard Center and those not electing to work Summer jobs, to be 12 month employees.

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 positions. They will continue to accrue annual leave and sick leave.

7.§11.3 Job openings which the Employer will

make available for Dining Service personnel during the seasonal summer layoff period include:

7.§11.3.1 entry-level temporary vacancies resulting from bargaining-unit employees being off on worker's compensation, long-term disability, or extended sick leave;

7.§11.3.2 entry-level temporary vacancies resulting from bargaining-unit employees being off on other leaves of absence, including personal leave;

7.§11.3.3 entry-level regular vacancies (which would then not be filled on a permanent basis until after the Dining Service recall) unless the Union Executive Board and the director of Collective Bargaining agree that such vacancies be filled on a permanent basis;

7.§11.3.4 entry-level positions held by temporary employees at the time of the Dining Services seasonal summer layoff;

7.§11.3.5 full-time entry-level seasonal summer positions in any division or on special projects work crews, which the employer may establish at its sole discretion.

7.§11.4 In addition to the above, if voluntary seasonal layoffs are to occur, in March of each year, the Employer will 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, those positions shall be made available to Dining Service personnel who want summer employment, in addition to openings under 7.§11.2 above. However, no bargaining-unit employee shall be guaranteed a seasonal layoff. If more non-Dining Service employees volunteer for seasonal summer layoffs than there are laid off Dining Service employees who want to fill the resulting openings, non-Dining Service seasonal layoffs, if any, shall be granted to volunteering employees by bargaining-unit seniority.

7.§11.5 The Union will be notified at least forty-five (45) days in advance whenever the Employer in-

tends to use Y.O.U. Michigan Youth Corporation participants, Welfare Recipients, Welfare-To-Work recipients, or any public, private or charitable organization using the services of welfare recipients/Welfare-To-Work participants for bargaining unit employment. The parties shall meet promptly to exchange information and discuss the impact of the use of such participants on the bargaining unit and negotiate to the extent required by applicable laws, orders, regulations, and this Agreement any issues which arise as a result of Welfare-To-Work initiatives. The Employer understands that the motive of the Union for such a meeting is to avoid loss of regular bargaining unit positions.

7.§11.6 The Employer shall not employ full-time student help during the seasonal layoff period; students' hours of work shall be limited per Article 1.

7.§11.7 The creating of any new seasonal positions or the filling of any vacancies shall be based upon operational needs as determined by the Employer. However, during the seasonal summer layoff period, the vacancies listed in 7.§11.2, if filled, shall be filled only by bargaining-unit persons on seasonal layoff, unless all regular Dining Service employees who want work have been offered work.

7.§12 Spring/Summer Job Opportunities for Dining Services Employees. Seasonally employed Dining Service Employees shall be placed in available vacant bargaining positions through the following procedure:

1. By the first (1st) Thursday in March, a list will be posted of Dining Service Employees scheduled to be released from work during the Spring/Summer period, in seniority order, including each employee's seniority date. Appropriate space will be provided for each employee to preliminarily indicate whether or not he/she desires employment during the Spring/Summer months. In addition, the Employer will provide the Union with the minimum number of available Spring/Summer job opportunities.

2. At least two weeks prior to "Pick Day," The Employer will post work opportunities for Seasonal Dining Services Employees, and post notice of the pick

day date, time, and place.

3. On Pick Day, Employees will be provided the opportunity to sign up for jobs in order of their seniority, or to decline Spring/Summer employment. Union Stewards shall be present at the Pick Day meeting. Any Employee who declines employment shall be placed at the bottom of the seniority list for purposes of signing up for Spring/Summer job opportunities. Employees who sign up for a job shall have the responsibility to work during the entire period the job is scheduled.

In addition, the parties understand and agree that once all listed vacancies are assigned on Pick Day, if more desirable positions become available at a later date, the Employer shall not be obligated to offer such positions to those employees previously assigned jobs; rather, the University may continue down the seniority list and offer work to those lower seniority employees not previously placed, if any, until such time as all employees on the list either have been placed or until the commencement of the Fall Semester.

It is understood and agreed between AFSCME Local 1668 and the University that the procedures provided herein are not intended to guarantee released Dining Service Employees employment during the Spring and/or Summer except as such work might be provided through vacancies or Employer need.

7.§12.1 Regular Dining Service full-time openings will be filled by the bidding employees with the most seniority in the job classifications thus posted except that if there are more employees bidding for a classification than are needed, the senior of such excess employees may exercise their progression line seniority for a lower rate job in the same progression sequence.

7.§12.2 Dining Service employees who sign the postings for orientation and/or conferences and other intermittent employment shall be assigned to such employment in accordance with their job classification seniority as such openings occur.

7.§12.3 In the event there is a need in the Dining

Service area for additional bargaining-unit employees 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.§12.3.1 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.§12.3.2 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.§12.3.3 Dining Service employees working at the University in a non-food area shall be recalled in inverse order of job classification seniority (appropriate progression sequence);

7.§12.3.4 Once the need for such temporary assignments in the Dining Service area no longer exists, the employees who were recalled in accordance with 7.§12.3.1, 7.§12.3.2, and/or 7.§12.3.3 above shall return to layoff and/or to the non-food area jobs for which they had bid, provided the need for work in such jobs continues to exist.

7.§12.5 Dining Service employees on seasonal layoff who have verified to Western 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 for lack of work, employees shall be recalled in line with their unit-wide seniority provided they have the then-present ability to satisfactorily perform the work to which recalls are made.

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 classifi-

cation 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 custodial employee on a regular basis. The Employer will not utilize this section as a method of disciplinary action in the progressive discipline system.

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

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

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

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

7.§16 Super-Seniority. Notwithstanding their position on the seniority list, the president, vice president, financial secretary, recording secretary and chief steward of the Local Union, in the event of a layoff for lack of work, 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 for lack of work, shall be continued at work so long as there is a job in their district on their shift for which they have the then-present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that district stewards shall be retained in the district and on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on another shift and/or district and there are no other employees available who can satisfactorily perform such functions on such other shift.

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

7.§16.3 Notwithstanding their position on the seniority list, the Union's bargaining committee of not to exceed seven (7) employees including the president and chief steward, in the event of a layoff for lack of work, during the period while they are engaged in contract negotiations only, 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.§16.4 It is understood and agreed that employees who, under the provisions of this section, have super-seniority, in the event of the curtailment of the work force shall be required to exhaust their actual seniority under the terms of this Agreement before exercising the super-seniority provided for in this section.

7.§17 Employees Transferred from Unit. A bargaining-unit employee who is promoted or transferred to any other job with the Employer which does not come within the jurisdiction of the bargaining unit shall retain the seniority he had acquired as of the date of such promotion or transfer for a period of twelve (12) consecutive months but shall not accumulate seniority during that period. If such employee is removed from such job outside the bargaining unit with the Employer at his own request or for any reason other than discharge for reasons considered valid under this Agreement, within such period of twelve (12) months, such employee shall be allowed to exercise the seniority he had acquired as of the date of such promotion or transfer to return to a job within the work area from which he was promoted or transferred which he has the then-present ability to satisfactorily perform without training. It is understood and agreed that such returning employee may exercise such seniority to fill a then-existing vacancy or, if there is no then-existing vacancy, to replace the employee with the least divisional seniority provided in either event, he has the then-present ability to satisfactorily perform the work involved.

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

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

7.§18 Shift Preference. When a vacancy occurs in a job classification which is scheduled on a two- (2) or three- (3) shift basis, employees then occupying the same job classification on a shift other than that upon which the opening occurs in the same division may exercise their seniority to transfer to the shift upon which the opening exists provided they have the then-present ability to satisfactorily perform the work required without training.

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

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

7.§20 Dining Service and Building Custodial and Support Services Crews. In the Dining Services Division, employees who work assignments start prior to 10:30 a.m. shall be considered as being employed on the first food 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.§20.1 In the Building Custodial and Support Services Division, first shift employees whose work assignments start prior to 10:30 a.m. shall be considered as being on the custodial first shift, first crew, and first shift custodial employees whose work assignments start at 10:30 a.m. or thereafter shall be considered as being on the custodial first shift, second crew.

7.§20.2 An employee then occupying the same job classification on the same weekly schedule on a custodial crew or shift as defined herein other than that upon which the opening occurs may exercise seniority to transfer to the crew within his division upon which the opening exists. In the case of custodial employees, Building Custodial and Support Services seniority will apply.

ARTICLE 8 — LEAVE OF ABSENCE

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

8.§1.1 A request for a leave of absence hereunder must be made in writing with one (1) copy thereof given to the employee's supervisor and another copy sent to the Department of Human Resources. Such request must be made and the approval thereof received by the employee prior to his absence in order for the employee to be on an approved leave of absence. The Employer will advise the employee in writing within ten (10) calendar days after the request is made whether such leave is granted or denied.

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

8.§3 National Guards and Reserves. Leaves of absence shall be granted, without pay and without loss of seniority to regular employees who are active in the National Guards or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. Applications for leaves of absence for such purposes must be made as soon as possible after the employee receives his orders.

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 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.

8.§5.1 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.

8.§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 (200) 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.

8.§7 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.

8.88 Court-required Service. A regular employee who has completed his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, or is subpoenaed as a witness in a criminal action for each day upon which he performs jury duty or is a witness and on which he otherwise would have been scheduled to work for the Employer shall be paid the difference between what he would have earned from his daily jury duty fees or witness fees and what he would have earned from his employment with the University on that day based on his normal straight-time hours at his regular rate of pay. A regular employee who is subpoenaed as a witness in a civil action shall not qualify for payment under the above provisions. However, such an employee shall be allowed to use accrued annual leave. 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. In order to receive any payment under this section, the employee must:

1. Give the Department of Human Resources prior written notice that he has been summoned for jury duty or is subpoenaed as a witness;
2. Furnish satisfactory evidence that he performed such jury duty, or was a witness on the days for which he claims such payment;
3. Produce satisfactory evidence of the amount he was paid in jury duty fees, or witness fees; and
4. each day promptly return to work on his shift when released from jury duty, or being a witness, unless he is not released in time to reasonably permit him to return two (2) or more hours before the end of the shift.

8.88.1 An employee who does not lose time from his regularly-scheduled work thereof, but who nevertheless has performed jury duty, or was a witness, within the eight- (8) hour period immediately before the beginning of his shift, at his request may have the amount of time off from his regularly-scheduled shift equal to the time he was required to spend in court during that eight- (8) hour period. In such case, the

employee shall nonetheless be paid for the entire shift (if he works the remainder thereof) at his regular hourly rate less what he received from the court for jury duty fees, or witness fees, for such days provided he conforms to the requirements set forth in 1, 2 and 3 in 8.§8.

8.§8.2 An employee who works the third shift and does not lose time from his regularly-scheduled work thereof, but who nevertheless performed jury duty, or was a witness, within the eight- (8) hour period immediately following the end of his shift, at his request may have an amount of time off from his next regularly-scheduled shift equal to the time he was required to spend in court during that eight- (8) hour period. In such cases, the employee shall nonetheless be paid for the entire shift (if he works the remainder thereof) at his regular hourly rate less what he received from the court for jury duty fees, or witness fees, for such days provided he conforms to the requirements set forth in 1, 2 and 3 of 8.§8.

8.§9 Funeral 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, not exceeding three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. For the purpose of the application of fringe benefits, such three (3) days shall be considered as time worked. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as current spouse, and the employee's or his current spouse's children, parents, grandparents, grandchildren, brother or sister. The three (3) days above referred to shall end no later than the day following the day of the funeral and to be eligible for such pay the employee must notify his supervisor as soon as possible of the necessity for such absence and must attend the funeral. Payment hereunder will be made only upon written request by the employee and if requested by the Employer, must be accompanied by proof of death.

8.§9.1 In the event an employee must necessarily be absent from work for the above reason for a

longer period than the three (3) regularly-scheduled working days specified above, such employee may request an extension of up to three (3) additional days of such funeral leave and elect to use accrued annual leave or sick leave (if any) for such additional time.

8.§9.2 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 (if any) 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.§10 An employee who is granted leave of absence under this article which leave extends beyond June 30 will be paid in his last check prior to the start of such leave the accrued annual leave to which he is entitled at that time.

8.§11 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.§11.1 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, medi-

cal, or dental benefits and life insurance, and with the assurance that the employee will be returned to his position or an equivalent position at the end of the approved leave of absence (not to exceed twelve (12) work weeks). The Employee will be responsible for premium contributions that were in effect prior to the leave and will be subject to pay his or her portion of any premium increases that occur during the leave duration.

8.§11.2 During the leave, employees may choose to use accrued sick leave and/or annual leave, as appropriate (refer to 9.§3 for specific benefits relating to the use of sick leave for care of family). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid. The sick leave and annual leave used is counted as part of the twelve-(12) week period.

8.§11.3 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.§11.4 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.§11.5 An eligible employee who foresees the

need for a leave under the FMLA will contact a Benefits Specialist in the Department of Human Resources in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If the need for leave was not foreseeable to the employee, he or she must provide written 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.§11.6 When the leave is necessitated by the employee's own serious health condition or that of his spouse, child, parent, the employee must provide a Benefits Specialist in the Department of Human Resources with medical certification verifying the need for such leave. The University may require the employee to obtain a second medical opinion, at the University's expense. The second health care provider may not be employed on a regular basis by the University. If the opinions of the first and second health care provider differ, the University may require a third opinion, again at the University's expense, from a health care provider mutually agreed upon by the University and the employee. The third opinion shall be final and binding. The University may require periodic medical recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his return to work, to provide medical certification that he is able to resume work.

8.§11.7 The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of a Benefits Specialist in the Department of Human Resources.

8.§11.8 Employees on an approved leave under the Act will report to a Benefits Specialist in the Department of Human Resources at reasonable intervals designated by that person regarding the employee's status and intent to return to work upon conclusion of the leave.

8.§11.9 Although an employee on an approved

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

ARTICLE 9 — SICK LEAVE

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

9.§1.1 Regular Bargaining Unit employees on the University payroll as of December 1 each year and who have an accumulated sick and annual leave balance of at least 160 hours shall have the opportunity on that date (or the closest regularly scheduled University business day) to "sell back" to the University up to sixty-four (64) hours of accumulated sick leave. The University will pay the employee for his or her sick leave hours (up to the annual 64-hour limit set forth above) in accordance with the employee's then-current wage rate, subject to applicable legally authorized deductions.

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 be paid the difference between his daily disability benefits received under Worker's Compensation and not to exceed eight (8) hours of straight-time pay per day or forty (40) hours straight-time pay per week from the Employer, such additional amount to be deducted from and to the extent of his accumulated credits under the sick leave plan.

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 have completed his probationary period; 2) must be unable to report for work due to his own personal illness or injury or the illness of a child, parent, or spouse; 3) must advise his immediate supervisor of the absence prior to the start of the employee's shift, or, if it is impossible to give advance notice because of an emergency, notice must be given as soon after the start of such absence as possible and documentation of the emergency must be provided; and 4) if the Employer, having valid reason to suspect that the employee is abusing sick leave, requests evidence satisfactory to the Employer as certified by a physician of the necessity for such continuing absence in the future, for a period of up to thirty (30) days, the employee must present the same. After the date of receipt by the employee of the request for a statement from a physician certifying to the necessity for sick leave or the continuation thereof, such sick leave shall thereupon be terminated unless and until such certification is received by the University.

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

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

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

9.§5 If an employee, with seven (7) or more years of service as a regular employee and who is under the age of sixty-five (65), voluntarily resigns, with two (2) weeks written notice, twenty-five (25%) percent of the employee's accrued sick leave credits will be paid at the current straight-time hourly rate of pay in a lump-sum payment.

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

9.§7 When an employee retires prior to age sixty-five (65) who qualifies for an immediate pension under the Michigan Public School Employees Retirement Fund, retires after age sixty-five (65) with seven (7) or more years of service, irrespective of whether he qualifies for such immediate pension, or dies while an active employee of the University, he (or his designated beneficiary, as the case may be) shall be entitled to be paid his accumulated unused sick leave as of the date of such retirement or death but not to exceed a total payment of one thousand forty (1,040) hours of such paid sick leave. The beneficiary of any bargaining unit employee who chooses to receive the \$25,000 Term Life policy described in 14.§12.3 shall not be entitled to the sick leave payout

set forth in this section.

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

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

ARTICLE 10 — ANNUAL LEAVE

10.§1 Regular employees shall accrue annual leave at the rate of 0.462 Hours for each hour worked during the first twelve (12) consecutive months of their employment since their last hiring date. Thereafter and until completion of the 96th consecutive month they shall accrue annual leave at the rate of 0.577 Hours for each hour worked. Thereafter and until the completion of two hundred forty (240) consecutive months of employment since their last hiring date employees shall accrue annual leave at the rate of 0.693 Hours per hour worked. After employees have completed two hundred forty (240) or more consecutive months of employment since their last hiring date, they shall accrue annual leave at the rate of 0.769 Hours for each hour worked. For the purpose of computing the amount of annual leave to be credited to an employee, straight-time hours for which the employee is paid although he is not actively at work shall be considered as hours worked.

10.§1.1 Regular employees hired after August 12, 1995 shall accrue annual leave at the rate of .0462 hours for each hours worked during the first sixty (60) consecutive months of their employment since their last hiring date. Thereafter and until completion of the 120th consecutive month of employment since their last hiring date, they shall accrue annual leave at the

rate of .0577 hours for each hour worked. Thereafter and until the completion of two hundred forty (240) consecutive months of employment since their last hiring date employees shall accrue annual leave at the rate of .0693 hours per hour worked. After employees have completed two hundred forty (240) or more consecutive months of employment since their last hiring date, they shall accrue annual leave at the rate of .0769 hours for each hour worked. For the purpose of computing the amount of annual leave to be credited to an employee, straight-time hours for which the employee is paid although he is not actively at work shall be considered as hours worked.

10.§1.2 The maximum amount of annual leave which shall accrue to an employee in any twelve (12) consecutive months shall not exceed the employee's annual accrual rate plus forty (40) hours.

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

10.§2.1 Unused annual leave shall not accrue beyond the number of hours to which an employee, in accordance with 10.§1.1, is entitled to accrue in one (1) year plus forty (40) hours.

10.§2. No employee shall be permitted to draw an advance on annual leave which at the time, has not accrued to him.

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

10.§4 To be eligible to receive annual leave hereunder, the employee 1) must have completed his probationary period; 2) must give his immediate supervisor at least one (1)

week advance notice of his desire to take his annual leave; unless the employee is on a leave of absence which will extend beyond June 30 as per 8.§10; unless annual leave is used as provided in 8.§9.1 or 8.§9.2 of this Agreement, or unless an employee is laid off for lack of work, in which event, at the time of lay-off he shall receive his annual leave to the extent of its accrual.

10.§4.1 It is recognized by the Employer that it is occasionally necessary for an employee to request annual leave without providing the one week's notice. Such use of annual leave cannot be for less than one (1) hour or greater than eight (8) hours. The employee shall give his supervisor as much advance notice as possible; however, the employee must notify the supervisor of such an annual leave request prior to the start of the employee's shift. If it is impossible to give advance notice 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.

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

10.§5.1 The Employer must respond to annual leave written requests within five (5) working days. In administering the provisions of the above paragraph, insofar as the provisions thereof will permit, the selection of annual leave time off shall be handled in the following manner:

10.§5.1.1 In the Maintenance Services Division, Landscape Services and Miscellaneous Division and Building Custodial and Support Services Division, as

among employees who notify their immediate supervisor in writing on or before February 1 of any year as to their choice of the time they wish to take annual leave, preference will be given to employees on the basis of their relative seniority status.

10.§5.1.2 Employees in the divisions enumerated in 10.§1.1 above who wait until after February 1 of any year to make their written requests shall have such requests considered on the basis of the order in which such requests were received by their immediate supervisor.

10.§5.1.3 Employees in the Dining Service Division shall be permitted to take not to exceed five (5) consecutive days of annual leave in addition to individual days of annual leave while school is in session during the academic year. However, not more than one (1) employee shall be permitted to be absence on such annual leave on any one (1) day from the same representation district, unless in the sole discretion of the Employer additional employees can be spared from work for this purpose at the same time.

10.§5.1.4 Upon written request, prior to the end of Winter Term, employees in the Dining Service Division shall be permitted to specify the number of hours of their accrued annual leave credit that will be retained in their banks upon summer layoff and carried into the following Fall Term.

10.§6 If an employee who has completed his probationary period quits, with two (2) weeks written notice, retires, or is discharged, such employee shall receive, with his final paycheck, pay for his unused, accumulated annual leave through the date upon which his employment is terminated. Employees whose employment is terminated by quit or discharge during their probationary period shall not be eligible for pay for any accrued annual leave.

ARTICLE 11 — HOLIDAYS

11.§1 The following shall be recognized as holidays: The Employee's birthday; New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday following Thanksgiving Day; Christmas Day;

either the day before or day following Christmas Day; and either the day before or the day following New Year's Day. Employees will be notified by bulletin board notice from the Department of Human Resources on or before December 15 of each year as to whether the day before or the day after Christmas and New Year's will be recognized as holidays. 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 When any of the above-named holidays occur on an employee's regularly-scheduled work day, if such employee is not required to work on such day he shall nevertheless receive the straight-time pay he would have received on such day had it not been a holiday, and if such day occurs prior to the time the employee had worked forty (40) hours that week, the day shall be considered as a day worked in determining the point at which time and one-half for work performed in excess of forty (40) hours during such week shall begin.

11. §2.1 When any of the above-named holidays occur on an employee's regularly-scheduled work day, qualified employees who are required to work on such holiday shall receive holiday pay for such day plus time and one-half their regular straight-time hourly rate of the employee for the straight-time hours he would have been scheduled to work on such day had it not been celebrated as a holiday.

11. §2.2 When any of the above-named holidays occur during the employee's work week on a day he is not scheduled to work, such employees shall be entitled to a scheduled work day off with pay as close thereafter as can be arranged by such employee's supervisor.

11. §2.3 The employee's birthday can be taken on a day other than the actual birthday; one birthday holiday can be taken per calendar year. If the employee chooses to take a day other than the actual birthday, then the "birthday" holiday request must be submitted one week in advance and must be approved by the supervisor. Supervisors are encouraged to allow as many employees as possible to take the "birthday" holiday on the Martin Luther King holiday if they so

request.

11.§3 To qualify for holiday pay or holiday time off as set forth in this Article, the employee must be a regular employee, must be on pay status at the time the holiday occurs, and must have worked his regularly-scheduled hours on the last day he was scheduled to work before the day celebrated as the holiday and the next such day following the day celebrated as such unless the employee was absent on either or both of such days under conditions whereby he was paid by the Employer although not actively at work. However, regular employees who are on a non-pay status starting with the conclusion of the Fall Semester and who return to work on the first workday of the Winter Semester for which they are scheduled shall nevertheless qualify for the holidays occurring during this period upon their return to work.

ARTICLE 12 — LONGEVITY PAY

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

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

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 for employees in continuous operations, the normal work day shall consist of eight (8) hours of work and the normal work week shall consist of forty (40) hours of work.

13.§1.1 Continuous operations shall be defined the Employer although not actively at work. However, regular employees who are on a non-pay status starting with the conclusion of the Fall Semester and

who return to work on the first workday of the Winter Semester for which they are scheduled shall nevertheless qualify for the holidays occurring during this period upon their return to work.

13.§1.2 Full-time Dining Service employees assigned to work in the Bernhard Center will be scheduled to work seven (7) hours per day, five (5) days per week (Monday through Friday) plus five (5) hours on Saturday and Sunday on a rotating basis.

13.§1.3 All other Dining Service employees shall be assigned in such manner that one (1) weekend out of two (2) regularly-scheduled weekends they will work a seven- (7) hour shift on a Saturday or a five- (5) hour shift on a Sunday. Thus, each such employee shall be scheduled to work 35 hours one week and 40 hours the next week.

13.§1.4 Stockpersons may be assigned F-3 Cook duties on weekends (this arrangement will not serve as a precedent for any other classification).

13.§1.5 If the Employer determines that it is necessary to adjust the hours of operation in Dining Services, the Employer will notify the Union fifteen (15) days before the change, and, upon the request of the Union, will meet and confer with the Union to discuss the changes.

13.§1.6 Building Custodial and Support Services Division custodians assigned to work in the student housing areas will continue to be assigned to five (5) eight-hour days per week with their days off staggered in such a manner as to permit adequate seven (7) days per week coverage for the buildings to which they are assigned.

13.§2 Employees shall be entitled to a fifteen- (15) minute break or rest period during the first half of their shift and a fifteen- (15) minute break or rest period during the second half of their shift. For the employees in Maintenance Services and Landscape Services operations, these two fifteen-minute breaks or rest periods may be combined into one (1) thirty-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-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.§3 The first shift shall be any shift that regularly starts on or after 5:00 a.m., but never before 2:00 p.m. (Bakery employees, however, who normally start work prior to 5:00 a.m. shall be considered as day shift employees.) The second shift shall be any shift that regularly starts on or after 2:00 p.m. but before 9:00 p.m. The third shift shall be any shift that regularly starts on or after 9:00 p.m. but prior to 5:00 a.m. (except for bakery employees as above provided).

ARTICLE 14 — WAGES

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

made a part hereof.

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

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

14.§3 A shift premium of Forty (\$.40) cents per hour in addition to the employee's regular hourly rate will be paid to all employees who are permanently scheduled to work the second shift. A shift premium of Fifty (\$.50) cents per hour in addition to the employee's regularly 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. Building Project Specialists and Carpet Cleaners shall receive a "swing shift" premium of thirty (\$.30) cents per hour. Maintenance Services third-shift employees shall receive ten (\$.10) cents per hour in addition to the shift premium.

14.§3.1 A weekend shift premium of fifty (\$.50) cents per hour shall be paid to all employees who are regularly scheduled to work on Saturday and/or Sunday. This premium will be in addition to the employees' regular hourly rate and shift premium if applicable. Payment of the weekend shift premium will be paid to employees only for hours worked on Saturdays and/or Sundays of their regularly scheduled work week.

14.§4 When, through the bidding procedure, an employee is awarded a job in a job classification for which the hourly rate of pay is higher than the hourly rate of pay for the permanent job classification from which he bid, such employee shall, as of the date he starts working thereon, provided he was awarded the job on the basis of "present abil-

ity," be paid the hourly rate applicable for the job thus awarded to him.

14.§4.1 However, if he was awarded the job based on "required qualifications," he shall be paid fifteen (\$.15) cents per hour less than the rate of the new job during the "break-in or training period" not to exceed forty (40) days worked on such job, and, after successfully completing the "break-in or training period," the full rate. However, in no event shall the employee's pay be reduced below his former rate as a result of the fifteen (\$.15) cent differential.

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 bid or when, due to lack of work, an employee exercises his seniority to take a job in a job classification for which the hourly rate of pay is less than the hourly rate of pay for the permanent job classification from which he was removed, he shall thereupon be paid the hourly rate applicable to the job classification into which he bid or bumped.

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

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

14.§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 classifica-

tion following the date of such change.

14.§9 Call-in Pay. An employee who is called in for emergency duty of work not scheduled in advance and which is outside of and not continuous with his regular working period shall be paid time and one-half for the hours actually worked but not less than three (3) hours of pay at time and one-half. The worked hours for which time and one-half payment is made hereunder shall not be counted as straight-time hours worked for the purpose of computing time and one-half of work performed in excess of forty (40) hours per week. There shall be no pyramiding of overtime payments under this Agreement.

14.§10 Reporting Pay. An employee who reports for work at the start of his own regularly-scheduled shift and is sent home because there is no work available for him shall receive four (4) hours of straight-time pay at his regular hourly rate for so reporting. If such employee is put to work, he shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the University, due to a civil disturbance, or due to an employee having been displaced by the exercise of seniority by another employee, nor shall it apply if the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four- (4) hour period refuses to perform the same.

14.§11 Retirement Program . The University will contribute to the Michigan Public School Employees Retirement System (MPSERS) for those employees hired by the University prior to January 1, 1996. Such employees are automatically enrolled per MPSERS mandate in the MPSERS Member Investment Plan (MIP), a supplemental retirement program designed to increase retirement benefits. The amount paid to each employee upon retirement is set by the State (MPSERS) Retirement System.

Employees hired on or after January 1, 1996 are not eligible for the MPSERS Plan, and are enrolled in the Defined Contribution Plan — currently the Teachers Insurance Annuity Association-College Retirement Equities Fund (TIAA/CREF). Employees hired after January 1, 1996 must work a

minimum of thirty (30) hours per week to be eligible to receive the University's contribution to TIAA/CREF.

Employees receiving retirement benefits under the MPSERS Plan will receive the MPSERS hospital and medical coverage. The University shall pay the MPSERS premium for retired employees who meet the definition of WMU retiree. Employees under the Defined Contribution Plan (current TIAA/CREF), who meet the definition of a WMU retiree, will be covered under the University's hospital and medical plan or other University sponsored plans available to bargaining unit employees. The cost of dependent coverage under both the MPSERS and defined contribution plans will be borne by the employee/retiree.

14.§11.1 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 retirement benefits an employee must meet the following criteria: (1) Employees hired before July 1, 1996 must have completed a minimum of ten (10) years of service as a regular (continuing or terminal) full-time status employee with WMU. Employees hired or re-hired on or after July 1, 1996 must complete ten (10) years of continuous full-time service immediately preceding the date of retirement to be eligible for University retiree status and the commensurate benefits.

14.§11.2 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 (2) the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA-CREF) with five year delayed vesting.

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

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

Under the current agreement between Local NO. 1668 and Council 25 of the American Federation of State, County and Municipal Employees' (AFSCME) Union AFL-CIO and Western Michigan University, eligible University retirees with at least ten (10) years of full-time service at the University and who are at least 55 years of age, may continue to receive hospital-medical coverage paid for by the University, and may continue dependent hospital-medical insurance after retirement at their own expense.

14. §12 Group Insurance. The present level of group insurance benefits, for the life of this Agreement, shall remain in effect to the same extent and manner and under the same conditions as prevailed immediately prior to the effective date of this Agreement.

14. §12.1 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; however, effective July 8, 1985, 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 until the employee returns to the active payroll, or until his employment at WMU is terminated.

14. §12.1.1 For the purpose of the above 14. §12.1, 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.

14. §12.2 Long-term Disability. Long-term disability benefits will be 66.67% of the applicable base and will go into effect on the 46th day. The employee will not be required to exhaust sick leave. The monthly maximum will be Two Thousand (\$2,000) Dollars. The employee will pay 80 (80%) percent of the premium and the Employer will contribute 20 (20%) percent 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 eighty (80%) percent of the prevailing premium immediately prior to the effective date of this Agreement.

14. §12.3 Life Insurance. The employer shall provide bargaining-unit employees with \$10,000 Term Life Insurance Coverage. The Employer will pay seventy-five (75%) percent and the employee will pay twenty-five (25%) percent of the annual premium.

In addition to the above term life policy, the employer will provide, at its own cost, a \$25,000 non-decreasing term life insurance policy for all bargaining unit employees who wish to accept such additional coverage in lieu of being eligible to receive a payout of their accumulated sick leave hours (see 9. §7) under either of the following circumstances: (1) If the employee dies while on the active payroll or (2) if the employee dies 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 \$25,000 term coverage described herein will not be eligible for sick leave payout set forth in 9. §7.

All bargaining unit employees shall make the election of whether to receive the \$25,000 term coverage within twenty (20) days of the execution of this contract. New bargaining members shall have twenty (20) days from the date they become bargaining members to make such election.

14. §12.4 Employee Deductible. Effective January 1, 1998, the employee deductible under the University (Indemnity) Health Plan is \$75 (Single/Double)/\$150 (Family) with co-pay of 90%/10% for most covered services.

14. §12.5 Cost Containment Provisions. The Employer's hospital/medical insurance policy covering those bargaining-unit employees who elected that plan shall provide the following:

14. §12.5.1 Generic drugs are payable with \$5.00 co-pay; Non-Generic drugs are payable with a \$10.00 Co-pay. Prescription coverage is also available through Sincuse Heath Center (See 14. §12.5.12). under Employees' Major Medical (effective August 12, 1985).

14. §12.5.2 Outpatient pre-operative testing—within seven (7) days prior to surgery—is payable at 100 (100%) percent (effective August 12, 1985).

14. §12.5.3 Certain operations if performed at an ambulatory surgery facility are payable at 100 (100%) percent. If done at a hospital when they could have been performed at an ambulatory surgery facility, these operations are payable at 90 (90%) percent (effective August 12, 1985).

14. §12.5.4 Hospice coverage is provided (effective August 12, 1985).

14. §12.5.5 There is no coverage for weekend hospital confinement for non-emergency scheduled Monday surgery (effective August 12, 1985).

14. §12.5.6 Hospital emergency room facility charge payments will be limited to accidental injuries and medical emergencies. The plan will continue to pay for physicians' services, x-ray and lab fees for non-emergency use of the emergency room, but will not pay the facility fee (effective January 1, 1995).

14. §12.5.7 A fifty (50%) percent co-pay will be imposed upon private duty nursing services. No limi-

tations will be placed upon the number of hours or days of service. No yearly dollar cap will be placed on services (effective January 1, 1995).

14. §12.5.8 Inpatient mental health: the mental health benefit for inpatient treatment will be limited to 45 days per covered family member, but may be extended an additional 15 days if inpatient treatment continues to be required by order of a mental health professional for reasons of danger to self or others. The benefit is renewable for each covered family member 120 days after the inpatient benefit has been exhausted.

14. §12.5.9 Partial hospitalization mental health: If appropriate to the diagnosis and treatment, partial days of inpatient treatment may be used in the ratio of 2:1 (partial days: full days), when the benefit claim for treatment is in the same ratio. When the benefit claim is not in the same ratio, appropriate alterations in this coverage may be made, but shall not exceed the total number of available full days. Each partial day reduces the inpatient benefit by one-half day and the benefit is renewable for each covered family member 120 days after the inpatient benefit has been exhausted.

14. §12.5.10 Outpatient mental health: The subsidy for outpatient mental health treatment shall be according to the following schedule for each covered family member when benefit claims are at or below the "reasonable and customary" fee, determined separately for practitioners within each respective mental health service specialty areas (e.g., For psychiatrists; for licensed psychologists; for certified social workers; for psychiatric nurses; etc.). "Reasonable and customary" includes any amount billed that falls below the 90th percentile of billing charges among members of that professional specialty for the particular service offered, in the year in which the service was rendered, and for the region in which treatment is sought. The first visit listed below refers to the first visit each year after annual insurance deductibles have been paid:

VISITS 1 - 5	100%
VISITS 6 - 10	85%

VISITS 11 - 15	70%
VISITS 16+	55%

14.§12.5.11 Employees will be able to obtain generic drugs from the Sindecuse Health Center with no co-pay or deductibles. Employees will also be able to obtain non-generic drugs for a \$2.00 co-pay.

14.§12.5.12 Sponsored dependents will no longer be covered by the University's health medical plan.

14.§12.6 Vision Coverage. For all bargaining-unit employees who have elected to be covered by the Employer's group hospital/medical insurance plan, the plan will provide vision coverage with applicable co-payments (\$15 co-pay/lenses; \$15 co-pay/frames). Information regarding vision coverage under the HMOs may be obtained from the Benefit's Office in the Department of Human Resources.

14.§12.6.1 The Employer will pay for one hundred (100%) percent of the employee's coverage under the University Hospital Medical Plan and the employee will contribute to the annual premium for dependent coverage amounting to twenty-five (25%) percent. Employees electing HMO coverage will be required to pay the difference between the University plan premiums and those of the HMO carriers (if the HMO premiums are higher than the University plan premiums).

ARTICLE 15 — OVERTIME

15.§1 The opportunity to work overtime shall be distributed as equitably as is practicable among employees in the same classification and on the same shift within the work center, trade group, district or crew where the overtime work occurs who have the then-present ability to satisfactorily perform the required work.

15.§1.1 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.

15.§1.2 The qualified employee with the least number of overtime hours will first be offered the opportunity to work the available overtime and so on down the list in an effort to equalize the opportunity to work overtime. Employees who are absent from work, other than for sick and annual leave as provided below, when the overtime opportunity occurs or who, having been offered the opportunity to work the overtime, for any reason fail to work the overtime, for the purposes of this section shall be charged (as though they had worked) with the average number of overtime hours worked by the employees in the affected classification on that occasion. An employee who is on paid sick leave for ten (10) or less consecutive regularly-scheduled working days will not be charged with missed opportunities for overtime during such period. If a qualified employee is not offered overtime work in accordance with this section, he shall be offered the next available overtime opportunity. If the qualified employee is not offered overtime work in accordance with this section two (2) consecutive times, he shall be paid time and one-half his regular rate of pay for all hours he would have worked had he worked the available overtime hours on that occasion. Such hours will be added to the overtime list as hours worked.

15.§1.2.1 An up-to-date list showing overtime worked by and/or opportunities charged to employees will be posted in a prominent place in each work center, trade group, district or crew within five (5) calendar days after the conclusion of the last completed pay period in which overtime occurred, and will be distributed to the chief steward and divisional stewards. Any discrepancies or errors on the list will then be discussed by the chief steward or the relevant divisional steward with the assistant manager or an area supervisor. Overtime work performed on a "call-in" basis will not be charged to the overtime list.

15.§1.2.2 Employees who change classifications and new employees, when placed on the overtime list, will be positioned on the list with the highest amount

of overtime hours plus one (1), worked by any employee in the new classification in the trade group, work center, district or crew as of the date he was reclassified.

15.§1.2.3 The parties agree that in the Building Custodial and Support Services, there will be three (3) overtime equalization lists by classification with the carpet cleaner and building project specialist overtime remaining unchanged.

15.§2 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.

15.§3 The overtime allocation provisions hereinabove set forth shall not apply to employees who are called in as provided for in 14.§9. Such employees 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.

15.§4 It is understood and agreed that when it is necessary to have work performed on an overtime or call-in basis, if an insufficient number of employees called for such purpose or 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. When an employee is called, the supervisor will inform the employee of the nature of the work that the supervisor expects to be performed. It is further provided, however, that an employee who, as a result of mandatory overtime, has worked fourteen (14) or more consecutive days without a day off, shall have the right to decline the overtime on his regular days off.

15.§5 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.

ARTICLE 16 — GENERAL

16.§1 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.

16.§1.1 In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the president of the Local Union will be advised in writing by the Department of Human Resources of the nature of the dispute and the notices or bulletins in question shall be removed from the bulletin boards until the dispute is resolved.

16.§2 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.§9, and the seasonal positions as referred to in 7.§10.2 will not be split into two (2) or more part-time positions for the purpose of providing work opportunities for student employees.

16.§2.1 The Employer will furnish the Union

each month with a list of all student workers performing work under this section.

16.§3 Foremen, supervisors, aircraft mechanic and safety and security personnel shall not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent foremen, supervisors and safety and security personnel from performing such bargaining-unit work as may be required for the purpose of instruction, inspection, experimentation and development work, or in emergency situations, from performing such bargaining-unit work in any classification when regular employees are not immediately available.

16.§4 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.

16.§4.1 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.

16.§4.2 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.

16.§4.3 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.

16.§4.4 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.§8.1. 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.

16.§4.5 The University acknowledges the Union's desire to secure work opportunities for existing and future bargaining-unit members, and the Union acknowledges the University's desire to have work performed in the most efficient and economical manner, and to provide work opportunities for students. To this end, and to improve communication and information sharing between parties, the parties have agreed to provide for up to one regular meeting a month (provided that either party has an item to discuss on an agenda to be agreed upon in advance by the Union president or designee and the University contract administrator or designee). This meeting will be attended by the manager of remodeling services, the manager of architects, the Union president and the Union chief steward. An additional bargaining-unit employee, if

designated in writing one week in advance of this meeting, may also attend. In addition, the Union acknowledges and agrees with the University's desire to staff hot dog carts with student employees.

16.§5 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.

16.§5.1 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.

16.§5.2 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.

16.§6 The University agrees to pay AFSCME employees for one pair of shoes or boots for up to one pair of such shoes or boots per year in the amount of Fifty dollars (\$50). This payment will go to all AFSCME employees in January of each year, beginning with January 22.

16.§7 It is understood and agreed that 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.

16.§7.1 The University will continue the Apprenticeship Program and agrees with the Union that One (1) new apprentice position will be made available for the life of this contract. This position will be made available during the third year of the 1997-2000 contract. In addition, the University will consider additional new apprentice positions, contingent upon attrition beyond One (1), provided that the specific trades

in which the positions will be established shall be determined by the University to insure an apprentice to journeyperson ratio of 1:10 in any trade.

16.§7.2 The parties may jointly ask the Apprenticeship Committee to study training issues in other areas.

16.§7.3 When the Apprenticeship Committee 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.

16.§7.4 In addition, the Union and the University recognize the value of informal training and encourage the divisions to make use of on-the-job training for AFSCME employees, when operational needs permit.

16.§8 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.

16.§8.1 The purpose of the 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.

16.§8.2 It shall not be the function of the Safety Committee to initiate grievances concerning safety or other related matters.

16.§8.3 Regular meetings of the 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.

16.§9 Should an employee feel that his work requires him to work under unsafe or unhealthy conditions he shall report the conditions to his supervisor and his steward for the proper action. If the matter is not adjusted to the Union and management's satisfaction, the grievance procedure may then be instituted. The Union may process the grievance through the second 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 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.

16.§10 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.

16.§11 The provisions herein contained and the appendices attached hereto constitute the entire agreement between the parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

16.§12 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.

16.§13 If the Employer creates, or revises, present bargaining unit job descriptions, such descriptions will be provided to the Union at least ten (10) working days prior to implementation. The Union may provide to the Employer any suggested recommendations prior to the implementation date, and the Employer will consider the Union's input. If the Employer chooses not to accept the Union's recommendations, the Employer will schedule a special conference to explain its rationale.

16.§14 The Union president shall be allowed paid release time not to exceed twenty-four (24) hours in any week for the purpose of attending to Union business, including, but not necessarily limited to, the handling of grievances in accordance with the collective bargaining agreement, attendance at special conferences, and handling the administrative affairs of the Union. There shall be no additional paid release time for any other Union business, whether contractual or extra-contractual, whatsoever.

16.§14.1 The Union president's work time shall be scheduled in blocks of a minimum of four (4) hours each, beginning with the start of the shift or ending at the end of the shift.

16.§14.2 The Union will furnish a written monthly schedule to the president's supervisor and to the director of Collective Bargaining no later than the 20th of the preceding month. The schedule shall show the release time and the work time.

16.§14.3 The schedule, once submitted, may be altered by mutual agreement between the president and his supervisor with the written approval of the director of Collective Bargaining. There shall be ten (10) calendar days notice of the desire to change the schedule, in writing.

16.§14.4 Contractually-required meetings which call for the presence of the Union president shall be scheduled, when possible, within the president's release time schedule, as shall special conferences. (This provision, however, shall not apply if the Union president works other than the first shift.) If the Employer requires, in writing, that the Union president attend a meeting outside his scheduled release time, it shall not be charged to the release time unless the original release time schedule was changed at the request of the president in accordance with 16.§14.3 above, in which case the release time schedule shall be reduced by the length of the meeting or the meeting shall be covered by unpaid release time.

16.§14.5 In no event shall the Union president's paid release time exceed 1.5 hours for every one (1) hour worked in any week. The Union's chief steward shall be allowed Union-paid release time not to exceed eight (8) hours in any one week, if needed, for the purpose of attending to Union business. This Union-paid release time shall be in addition to Employer-paid release time spent at grievance meetings and special conferences with the Employer in accordance with the provisions of the collective bargaining Agreement.

16.§14.5.1 The chief steward's Union-paid release time shall be scheduled in either one (1) eight-hour or two (2) four-hour blocks each week. Four- (4) hour blocks shall begin with the start of the shift or end at the end of the shift.

16.§14.5.2 The chief steward's Union-paid release time schedule shall be submitted and modified per 16.§14.2 and 16.§14.3.

16.§14.5.3 The Employer shall bill the Union for the Union-paid release time (eight hours per week maximum, if needed) for the chief steward in excess of \$5,500 annually. The billing shall be at the chief steward's regular hourly pay rate plus any applicable shift differential plus the University fringe benefits rate. The Union agrees to promptly pay the Employer upon

receipt of the bill. The chief steward shall punch out for the scheduled Union-paid release time; however, he will be paid for that time by the Employer, who will be reimbursed by the Union.

16.§15 Wherever the male pronoun is used in this Agreement it shall denote male and female gender.

16.§16 For those regular, full-time employees who have completed their probationary period with the Employer and who enroll for classes offered by the University, seventy-five (75%) percent of the appropriate student fee for such classes, not to exceed six (6) semester hours per semester or three (3) hours per Spring or Summer Session, shall be waived.

16.§16.1 Spouse/Dependent Tuition Remission is also available to benefits-eligible, full-time employees. Western will remit the tuition for one-half (50%) of the credit hours of undergraduate courses taken at the University by the spouse or dependent, up to a lifetime maximum of 130 undergraduate credit hours for each participant. Eligibility must be established and application for remission made to the Department of Human Resources Information Systems Office.

16.§17 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.

16.§18 The University agrees to the Union's request to allow their members to eat in the Dining Services of the Residence Halls. The employees will be allowed to eat in Valleys 1, 2 and 3 and the John T. Bernhard Center. The University further agrees that employees who are working in Davis, Draper, and the Burnham Residence Halls during serving times will be allowed to eat in the Dining Services of these areas.

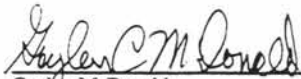
16.§19 A Union representative shall be allowed to attend a portion of the orientation meeting for new employees, during that representative's regularly scheduled working hours.

ARTICLE 17 — DURATION OF AGREEMENT

17.§1 This Agreement shall become effective as of the 12th day of August, 1997, and shall continue in full force and effect until 12:01 a.m. on the 12th day of August, 2000, 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.

17.§2 This Agreement is signed in Kalamazoo, Michigan this 22nd day of January, 1998.


LOCAL UNION NO 1668 and the
Michigan Federation of State, County and Municipal Employees Union, WESTERN MICHIGAN AFL-CIO,
Council 25 UNIVERSITY

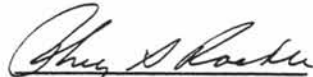


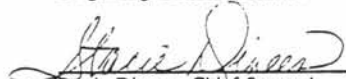
Gaylen McDonald
Chief Negotiator, AFSCME

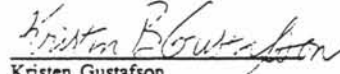


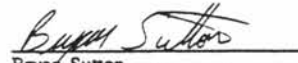
Thomas P. Hustoles
Chief Negotiator, WMU



Jack Roach, President
AESCME Local 1668

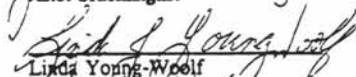

Philip Roekle, Interim
Director Staff Collective
Bargaining/Contract Admin.

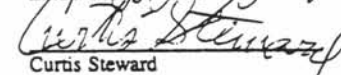

Stacie Dineen, Chief Steward

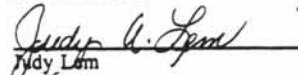

Kristen Gustafson
Recording Secretary

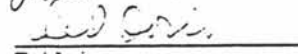

Bryan Sutton


Janet Srackangast


Linda Young-Woolf


Curtis Steward


Judy Lam


Ted Iorio


Umar Abdul-Mutakallim


Ken Bartholomew


Pat Keck

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:

Labor Grade	Classification
M-2	Custodian Groundsperson/Laborer I Vehicle Attendant
M-2.5	Groundsperson/Laborer II House Staff
M-3	Stock Clerk Athletic Equipment Control Athletic and Phy. Edu. Equip. Attendant
M-3.5	Gardener (Spray Certified) Equipment Operator I Campus-wide Custodian Delivery Truck Driver Cement Crew Laborer I
M-4	Recreation/Sports Specialist I Master Gardener Buildings Project Specialist Recreation/Sports Specialist II Carpet Cleaner Upholsterer Assistant
M-4.5	Equipment Operator II
M-5	Grounds Tradeperson Recreation/Sports Specialist III Cement Finisher Receiving Clerk
M-6	Arborist (Licensed)
STH	Maintenance Serviceperson Building Serviceperson Ice Arena Serviceperson
ST1	Appliance Repairperson Bowling Alley Mechanic Carpenter Carpet/Tile Layer *Electrician Electronic Maintenanceperson

	Environmental Controlperson
	*Pipefitter
	Locksmith
	Millwright/Maintenance Mechanic
	Painter/Glazier
	Plasterer
	*Plumber
	*Refrigeration Repairperson
	Maintenance Roofer
	Small Engine Mechanic
	Upholsterer
	Welder
ST2	Electrician (Licensed)
	Pipefitter
	Plumber (Licensed)
	Refrigeration Repairperson (Licensed)
	Vehicle Mechanic (Licensed)
F-1	Utility Food Worker
F-2	Assistant Cook
	Assistant Baker
	Head Salad Maker
F-3	Second Cook
	Utilityperson
	Stockperson
	Party Salad Maker
F-4	First Cook
	Stockperson (Bernhard)
F-5	Head Cook
	Head Baker

1 Cement Crew Laborer: M-2.5 Groundsperson-Laborers II may be assigned each year on a seasonal basis to work on the cement crew as M-3.5 Cement Crew Laborers. The assignments shall be offered to M-2.5 Groundsperson/Laborers II with the required qualifications who have the greatest amount of job classification seniority. Employees who successfully work one season as Cement Crew Laborers, who are still classified as M-2.5 Groundsperson/Laborers II the next season, shall receive preference for assignment as Cement Crew Laborers the next season. *It is understood that when the current incumbents leave these positions, they will not be refilled.

A.§2 Employees may be hired and retained at an hourly rate of not more than ten (10%) percent below the hourly rate applicable to the job classification they occupy during their probationary period.

A.§2.1 Effective as of July 1, 1997, the labor grades

covering the jobs specified in Section 1 of this Appendix shall be as set forth below:

M-1	9.69
M-2	10.69
M-2.5	11.03
M-3	11.08
M-3.5	11.37
M-4	11.90
M-4.5	12.24
M-5	15.57
M-6	16.05
F-0	8.05
F-1	10.05
F-2	10.25
F-3	10.62
F-4	11.05
F-5	12.06
STH	11.90
ST1	15.57
ST2	16.05

1.50% premium payment to F-1 to F-5

A. §2.2 Effective as of July 13, 1998, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as specified below:

M-1	10.12
M-2	11.12
M-2.5	11.47
M-3	11.52
M-3.	11.82
M-4	12.38
M-4.5	12.73
M-5	16.19
M-6	16.69
F-0	8.28
F-1	10.28
F-2	10.48
F-3	10.86
F-4	11.30
F-5	12.33
STH	12.38
ST1	16.19
ST2	16.69

1.75% premium payment (not to base) for F-1 to F-5

A. §2.3 Effective as of July 12, 1999, the labor grades covering the jobs specified in Section 1 of this Appendix shall be as specified below:

M-1	10.56
M-2	11.56
M-2.5	11.93
M-3	11.98
M-3.5	12.29
M-4	12.88
M-4.5	13.24
M-5	16.84
M-6	17.36
F-0	8.51
F-1	10.51
F-2	10.72
F-3	11.10
F-4	11.55
F-5	12.61
STH	12.88
ST1	16.54
ST2	17.36

1.75% premium payment (not to base) for F-0 to F-5

A. §3 Except as provided in §2 above, full time regular employees shall be hired at no less than the hourly rate applicable to their job classification.

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, predating such decisions upon the workload from time to time.

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

A. §6 The Employer shall determine whether, where,

when and how may 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 with training 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.

A. §6.2 A project and any other leadperson, for the periods during which he satisfactorily performs the required duties, shall receive not less than fifteen (\$.15) cents per hour above the employee's hourly rate for the highest classifications of employees whom he leads.

A. §6.3 When a skilled trades division administrative leadperson is selected for any work area the senior employee in the work area who appears to have the required qualifications to satisfactorily perform the leadperson duties, as defined in 7:8:1 of the Labor Agreement; is willing to perform the leadperson duties; and demonstrates the ability to satisfactorily perform such duties shall be entitled to the leadperson job.

A. §6.4 A skilled trades division administrative leadperson shall receive not less than twenty (\$.20) 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 therefor 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.

APPENDIX B

Job Progression Sequences and Non-Professional Job Classifications

B.§1 The job classifications identified by an asterisk (*) are entry level job classifications referred to in §§6, 8, 9 and 13 of Article 7 of the labor agreement.

DINING SERVICE DIVISION

Job Progression Sequences

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

Non-Progression Job Classifications

F-5	Head Baker
F-3	Utility Person

B.§1.1 Dining Service Utility workers will be rotated on a regular basis from one job progression sequence to another to cross-train them for advancement opportunities. Employees shall have the right to refuse cross-training in another job progression sequence, by means of a letter to the assistant manager 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 in the following procedure:

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

2.F-3 Cooking Progression: The most senior F-2 cook that wishes the advancement will be advanced to the position. If there are no F-2 cooks wishing the advancement it will be offered to the rest of the F-2 classification.

3.F-3 Stock Position: The most senior F-3 that wishes a lateral move will be awarded the position. If there is no F-3 wishing to move, the most senior F-2 wishing the position with the required qualifications will be advanced.

4.F-4 Cooking Progression: The most senior F-3 wishing the position with the required qualifications will be advanced.

5.F-4 Stock Position: The most senior F-3 stockperson that wishes the advancement will be advanced to the position. If there are no F-3 stockpersons wishing the advancement, it will be offered to the rest of the F-3 classification and so on until a qualified person is found.

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

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

B.§1.5 Applicants to fill any F-5 head cook or F-3 party salad maker vacancies must have the then present ability to satisfactorily perform the required work with training.

B.§2 Building Custodial and Support Services:
Job Progression Sequence:

M-4	Carpet Cleaner M-4
	Building Projects Specialist
M-3.5	Campuswide Custodian
M-2.5	House Staff*
M-2	Custodian*

RECREATION/SPORTS REGION SEQUENCE:

M-5	Recreation/Sports Specialist III
M-4	Recreation/Sports Specialist II
M-4	Ice Maintenance Service Person
M-3.5	Recreation/Sports Specialist I*
M-2	Custodian*

B.§2.1 As indicated by the asterisks, "House Staff" and "Custodian" are entry-level jobs in the Job Progression Sequence. When it is necessary to fill a permanent vacancy in the House Staff, it shall be filled in the same manner as is applicable to all other entry level jobs. The M-2.5 house staff classification does not report to BCSS and is not considered in their representation district. They are considered in the BCSS bidding sequence. When it is necessary to fill a permanent vacancy in the M-4 Carpet Cleaner classification, OR THE M-4 Building Project Specialist Classification, it shall be filled by promoting the employee with the most divisional seniority in the combined group of Campuswide Custodian, House Staff and Custodian classifications who has the required qualifications as provided for in Appendix V.

B.§2.2 Building Project Specialists will be assigned to regular shifts based on their classification seniority, with senior employees being allowed to ex-

ercise preference for available assignments. Management shall determine the number of regular assignments available on each shift. Building Project Specialists will receive a "swing shift" premium of thirty cents (\$.30) per hour and shall be excluded from the provisions of Article 14. §3, although they may be assigned to first, second or third shifts at the discretion of management, to serve the needs of the University as determined by management. In such cases, at least twenty-four (24) hours notice shall be given.

B. §2.2.1 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. §2.2.3 Projects Specialist: The employee with the most divisional seniority who has all of the required qualifications will be offered an opportunity to obtain the knowledge, skills, and experience through a six-month assignment at the M-3.5 Rate as a project specialist trainee, after which period the employee, if he acquired the necessary knowledge and skills, will be promoted to an M-4 project specialist.

B. §2.2.4 Carpet Cleaner: The employee with the most divisional seniority who has all of the required qualifications will be offered an opportunity to obtain the knowledge, skills, and experience through a six-month assignment at the M-3.5 Rate as a carpet cleaner helper-trainee, after which period the employee, if he acquired the necessary knowledge and skills, will be promoted to an M-4 carpet cleaner.

B. §2.5 In accordance with the Settlement Agreement dated June 1996, all red-circled individuals in the recreation/sports region M-3.5 And above, will continue to receive a \$.30 Per hour swing shift premium.

B. §2.5.2 In accordance with the Agreement dated

June, 1996, all red-circled individuals in the recreation/sports region M-3.5 And above will continue to receive a \$.25 per hour premium pay for as long as they remain in that position. Included in this pay are the two ice maintenance service persons. Any person who enters these jobs after June, 1996 will not receive the \$.25 per hour premium pay.

B.§2.5.3 The ST1 millwright will be allowed to call upon the physical plant maintenance department for any job that is outside of his/her area of expertise. The physical plant will reasonably try to expedite these work requests.

B.§2.5.4 In addition to trade responsibilities, the ST1 millwright will also be responsible for giving technical assistance to the STH trade helpers currently assigned to the recreation/sports region.

B.§2.5.5 The recreation/sports specialist will be cross-trained to perform ice maintenance service person duties.

B.§2.5.6 The recreation/sports region will be represented by one AFSCME divisional steward and will have available three AFSCME district steward positions, one for each shift.

B.§2.5.7 The current TH trades helper job description is the recognized job description in the recreation/sports region.

B.§3 Landscape Services Division

Job Progression Sequence

M-5	Cement Finisher ¹
M-5	Landscape Services Tradesperson
M-4.5	Equipment Operator II
M-4	Master Gardener
M-3.5	Cement Crew Laborer ² M-3.5
M-3.3	Equipment Operator I
M-3	Gardener (Spray Certified)
M-2.5	Groundsperson/Laborer II
M-2	Groundsperson/Laborer I*

Non-progression Job Classification

ST1 Small Engine Repairperson
M-6 Arborist³

¹The Cement Finisher classification is a seasonal classification and is filled each summer by promoting the senior employee(s) in the next lower labor grade in the job progression sequence who has the present ability to satisfactorily perform the work without training who desires such temporary promotion.

²Cement Crew Laborer: M-2.5 Groundsperson/Laborers II may be assigned each year on a seasonal basis to work on the cement crew as M-3.5 Cement Crew Laborers. The assignments shall be offered to M-2.5 Groundsperson/Laborers II with the required qualifications who have the greatest amount of job classification seniority. Employees who successfully work one season as Cement Crew Laborers, who are still classified as M-2.5 Groundsperson/Laborers II the next season, shall receive preference for assignment as Cement Crew Laborers the next season.

³Employees in the M-6 Arborist classification may operate snow removal equipment when all other employees working on the same shift with snow removal duties specifically listed in their job descriptions are engaged in such operations.

B.§4 Miscellaneous District

Job Progression Sequence

M-5 Receiving Clerk
M-3 Stock Clerk

Non-progression Job Classification

M-3 Athletic Equipment Control
M-3 Athletic and Physical Education
Equipment Attendant

B.§4.1 When a permanent vacancy occurs in the assistant receiving clerk or stock clerk job classification, it shall be filled by promoting the employee with the most divisional seniority in the combined group of stores laborer, assistant receiving clerk, and stock clerk classifications who has the required qualifications therefore. If no occupant of the stores laborer, assistant receiving clerk or stock clerk classification desires to fill such vacancy, the permanent vacancy in the assistant receiving clerk or stock clerk classification shall be posted bargaining unit-wide.

B. §5 Skilled Trades Division

Non-progression Job Classifications

ST1	Welder
ST1	Carpenter
ST1	Carpet/Tile Layer
ST1	Locksmith
ST1	Plasterer
ST1	Painter/Glazier
ST1	Maintenance Roofer
ST1	Millright/Maintenance Mechanic
ST1	Electronic Repairperson
ST1	Electrician
ST1	Plumber
ST1	Appliance Repairperson
ST1	Environmental Controlperson
ST2	Environmental Controlperson
ST2	Electrician (Licensed)
ST2	Vehicle Mechanic (Licensed)
ST2	Pipefitter
ST2	Plumber (Licensed)
ST2	Refrigeration Repairperson (Licensed)
STH	Building Serviceperson
STH	Maintenance Serviceperson

Job Progression Sequences

ST1	Upholsterer
STH	Upholsterer Assistant
M-3	Upholsterer Helper

Non-progression Job Classification

ST1	Bowling Alley Mechanic
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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.

Tentatively Agreed: Dated: September 4, 1997



Gaylen McDonald
Chief Negotiator, AFSCME




Thomas P. Hustoles
Chief Negotiator, WMU

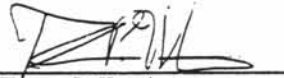
LETTER OF UNDERSTANDING
between
WESTERN MICHIGAN UNIVERSITY
and
LOCAL 1668 & COUNCIL 25 AFSCME,
AFL-CIO

Within one year after the ratification of the current collective bargaining agreement, the parties will meet to discuss the work of Logistical Services bargaining unit employees that was subcontracted to Employment Group Managed Services. The Union agrees to withdraw from arbitration the pending grievance concerning the subcontracting of Logistical Services.

Tentatively Agreed: Dated: September 22, 1997



Gaylen McDonald
Chief Negotiator, AFSCME



Thomas P. Hustoies
Chief Negotiator, WMU

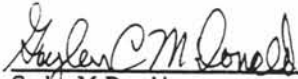
LETTER OF UNDERSTANDING
between
WESTERN MICHIGAN UNIVERSITY
and
LOCAL 1668 & COUNCIL 25
AFSCME, AFL-CIO

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

In cases of employee absence without prior approval, employees will be allowed to use their accrued time only. Employees who exhaust their accruals prior to their reporting for work, will not be granted time off without pay. Non-approved time off will result in an absence without approved leave (AWOL). Such occurrences of exhausted leave banks and accruals will likely appear on employee pay stubs as a negative balance. If an employee receives a negative balance and is paid for the negative hours, those hours will be deducted from future sick leave accrual.

It should be realized that neither the supervisors or time-keepers have the ability to give accurate leave balance information. Employees using non-approved leave must do so at their own risk.

Tentatively Agreed: Dated: September 5, 1997



Gaylen McDonald
Chief Negotiator, AFSCME

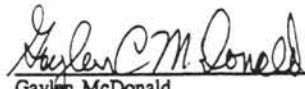


Thomas P. Hustoles
Chief Negotiator, WMU

LETTER OF UNDERSTANDING
between
WESTERN MICHIGAN UNIVERSITY
and
LOCAL 1668 & COUNCIL 25
AFSCME, AFL-CIO

All references in the 1994-1997 collective bargaining agreement to "Logistical Services" and employees in Logistical Services shall be deleted. In the event that the Logistical Services work is returned to bargaining unit employees, all such references will be restored to the current collective bargaining agreement. The provisions of this letter of understanding are not intended by either party to have any bearing upon the pending arbitration under the former collective bargaining agreement regarding Logistical Services.

TENTATIVELY AGREED: Dated: August 28, 1997



Gaylen McDonald
Chief Negotiator, AFSCME





Thomas P. Hustoles
Chief Negotiator, WMU

LETTER OF UNDERSTANDING
between
WESTERN MICHIGAN UNIVERSITY
and LOCAL 1668 & COUNCIL 25
AFSMCE, AFL-CIO

The University and the Union agree to the lever of service and plan design changes for the University indemnity plan as approved by the Union on October 22, 1997. In addition, Article 14§12.5.8. shall include 45/15 days of coverage for Substance Abuse services, including residential care coverage as approved by the plan administrator.

AGREED: Dated: January 21, 1998


Gaylen McDonald
Chief Negotiator, AFSCME


Thomas P. Hustoles
Chief Negotiator, WMU

The following are the Rules of Conduct (rules and regulations) established by the Employer as of (not after) the "date hereof" as referenced in Article 16.§5.

PERSONNEL RULES AND REGULATIONS

Personal Conduct
AFSCME Employees
Western Michigan University

The purpose of these rules and regulations is the maintaining of uniform and equitable disciplines, order, efficient operations and service. In order to achieve this purpose, the University has established, and when appropriate will modify or change, certain rules and regulations regarding the conduct of University employees and the appropriate discipline for any violation. Such rules exist in accordance with applicable laws, administrative codes, and any labor agreements the University has made with its employees. These rules supersede all previous departmental rules and/or policies in conflict with them.

These Rules and Regulations are published for the employee's information and protection. The University endeavors to make any applicable rules well known to its employees. However, it is the employee's responsibility to know the rules and abide by them. Ignorance of established work rules is not considered unacceptable excuse for violation. While this list covers the major rules governing general conduct, it is not all-inclusive and other appropriate departmental or other University regulation may be in existence or established. Employees are expected to know and abide by departmental rules.

RULES OF CONDUCT FOR AFSCME BARGAINING-UNIT EMPLOYEES

Section 1 For violation of any of the following rules, an employee shall be subject to penalties from written warning notices up to and including immediate discharge.

- (a) Neglect of duty.
- (b) Insubordination, or refusal to comply with employer's instructions unless such instructions are injurious to the employee's safety and health.
- (c) 1) Immoral or indecent conduct on University property; 2) conviction of a felony; or 3) conviction of a misdemeanor involving moral turpitude while an employee of the University.
- (d) Intentional falsification of personnel records, payroll reports, or other University records
- (e) Theft, intentional destruction, or defacing of the University's, another employee's, or a student's property.
- (f) Deliberate or careless conduct endangering the safety of self or other employees, including the provoking of, or instigating of, a fight during working hours or on University property.
- (g) Consuming alcoholic beverages while on duty, except at approved University functions, or the possession or consumption of illegal drugs while on duty.
- (h) Sleeping while on duty.
- (i) Knowingly punching the clock card of another, having one's clock card punched by another, or unauthorized altering of a clock card.

(j) For other offenses of equal magnitude to the above.

Section 2 For the commission of any of the following offenses, an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, the employee shall be subject to a disciplinary layoff of not less than one (1) working day or more than one (1) work week, as provided in Article 4, Section 2 of the current labor contract.

In cases where an employee receives four (4) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fourth such notice, be subject to discharge under the provisions of Article 4, Section 1(a-e), of the current labor contract. The only exception to this provision is a violation of Section 2(b) of the Rules of Conduct as described below:

In cases where an employee receives four (4) written warning notices, all of which are for the violation of Section 2(b) of the Rules of Conduct, the employee shall, at the time of the issuance of the fourth such notice, receive a disciplinary suspension of fourteen (14) calendar days. The suspension shall be governed by the provisions of Article 4, Section 2 of the current labor contract. If such employee receives a fifth written notice (for the same or different offense) within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fifth such notice, thereupon be discharged as provided in Article 4, Section 1(a-e) of the current labor contract.

(a) Absenteeism - absenteeism is defined as being absent from work without approved leave (AWOL). A written warning will be issued for each period of continued absence of two (2) days or less when an employee is in an AWOL status. Employees who are in AWOL status as the result of a long-term absence when the employee used a minimum of 160 consecutive hours of paid leave will not receive a written warning for AWOL in the first 90 calendar days of the employee's return to work from that long-term absence. In order to be exempt from discipline under this 90-day provision, the employee must provide a

physician's statement attesting to the employee's inability to work during the absences occurring during the 90-day period. This physician's statement must be submitted to the supervisor within two (2) working days of employee's return to work.

(b) Excessive Tardiness - Excessive tardiness is defined as six (6) or more instances of tardiness within any six (6) consecutive pay periods. A tardiness of more than one hour will be counted as an instance of absence. Tardiness that are counted in one period for which a reprimand is issued shall not be counted in any other period for the purpose of determining excessive tardiness.

(c) Inattentiveness to work, or failure to start work at the designated time, or quitting work before proper time or leaving assigned work are, building a project during working hours without authorization from appropriate supervision.

(d) Failure of an employee to punch their time card "in" or "out" on four (4) occasions within any six (6) consecutive pay periods.

(e) Posting unauthorized materials on walls or bulletin boards, defacing, or removing authorized material from bulletin boards.

(f) Abusive, threatening, or coercive treatment of another employee while on duty or on University property.

(g) Violation of a safety rule or safety practice.

(h) Smoking in posted prohibited areas.

(i) Reporting for work in an unsafe condition, which includes, but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home for the remainder of the day without pay.

(j) Failure to report for work without giving the employee's supervisor or department head notice of absence prior to the start of the employee's shift. 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 within two workdays after the employee's return to work.

(k) Vending, soliciting, or collecting contributions on the University's time or premises without prior appropriate authorization from the University.

(l) Gambling on the Employer's premises during working hours.

(m) Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of the campus.

(n) Any other offense of equal magnitude to the above.

In the event that a single occasion involves multiple violations of rules 2 (a), (c) or (j), although an employee may be cited for each violation, such multiple violations will result in only one written warning.

