

7386

4/30/97



**Agreement
Between
Grand Valley State University
and
Local Union No. 2074 and Council 25
and the International Union of
The American Federation of State,
County and Municipal Employees**

Maintenance --- Service

**Eberhard Center
Grand Rapids Campus
5/1/93 -- 4/30/97**

Grand Valley State University

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

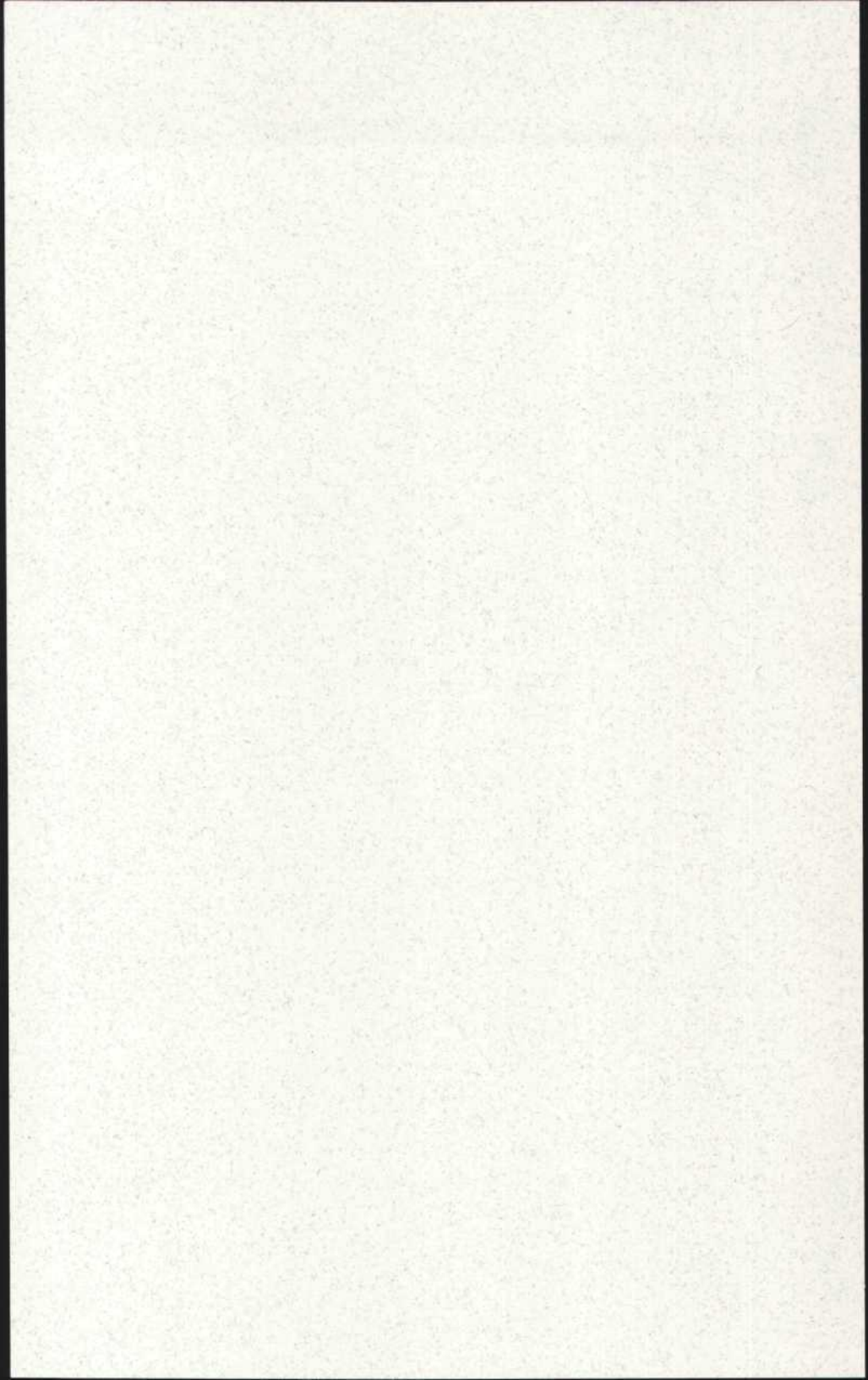


TABLE OF CONTENTS

| | |
|--|----|
| Academic Participation | 25 |
| Aid to Other Unions | 4 |
| Arbitration | 8 |
| Bargaining Committee | 27 |
| Basis of Pay | 14 |
| Bereavement Leave | 26 |
| Call-in Duty | 15 |
| Complaint Procedure | 6 |
| Complete Agreement | 27 |
| Definition of Employee | 1 |
| Dental Insurance | 24 |
| Description of Bargaining Unit | 1 |
| Discharge or Discipline | 10 |
| Discrimination - Union | 3 |
| Discrimination - University | 3 |
| Educational Leave | 17 |
| Employee Rights | 4 |
| Grievance - Definition | 6 |
| Grievance - Procedure | 7 |
| Grievance - Time Limit | 9 |
| Holiday - Worked | 20 |
| Holidays | 19 |
| Hospitalization Insurance | 24 |
| Job Vacancies | 12 |
| Jury Duty | 18 |
| Leaves of Absence | 17 |
| Leaves of Absence Without Pay | 17 |
| Legal Basis | 1 |
| Life Insurance | 24 |
| Long-Term Disability | 24 |
| Military Leave | 17 |
| Military Pay | 18 |
| New Hires | 6 |
| Other Work Assignments | 26 |
| Overtime Pay | 15 |
| Payment | 15 |
| Promotions | 15 |
| Punching Out | 14 |
| Rate of Job | 14 |
| Rates for New Jobs | 16 |
| Ratification, Termination and Modification | 28 |

TABLE OF CONTENTS

| | |
|--|----|
| Rest Breaks | 14 |
| Retirement | 25 |
| Safety | 27 |
| Seniority | 10 |
| Seniority - Application of | 11 |
| Seniority of Officers and Bargaining Committee | 13 |
| Shift Determination | 16 |
| Short-term Disability | 24 |
| Sick Leave - Accrual | 22 |
| Sick Leave - Miscellaneous | 23 |
| Sick Leave - Usage | 22 |
| Special Conferences | 6 |
| Stewards | 26 |
| Strikes | 2 |
| Uniforms | 25 |
| Union Dues | 4 |
| Union Dues Check-off | 5 |
| Union Responsibilities | 2 |
| University's Responsibilities | 3 |
| Vacation - Accrual | 21 |
| Vacation - Use | 21 |
| Wash-up Time | 14 |
| Work Week | 13 |
| Worker's Compensation | 25 |

PREFACE

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the University, its employees and the Union.

The parties recognize that the best interests of the University, its students and the job security of the employees depend upon the University's success in operating a state University in the most efficient manner to serve the needs of the people of the State of Michigan.

To these ends, the University and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 1 Agreement

THIS AGREEMENT entered into this 1st day of May, 1994, between the BOARD OF CONTROL OF GRAND VALLEY STATE UNIVERSITY (hereinafter referred to as the "University") and the LOCAL UNION NO. 2074 and MICHIGAN COUNCIL 25 AND THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO) (hereinafter referred to as the "Union").

WITNESSETH:

Section 2 Recognition of Union

- 2.1 Legal Basis. The Michigan Labor Mediation Board having conducted a representation election on December 19, 1966, and the Michigan Labor Mediation Board having certified the Union as the exclusive bargaining agent, the University hereby recognizes the Union as the exclusive representative of those employees described below for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.
- 2.2 Description of Bargaining Unit.
- 2.2.1 Definitions. This bargaining unit shall be all regular employees working in Custodial Services, Grounds Maintenance, Building Maintenance and Material and Mail Distribution at Grand Valley State University, excluding from the foregoing all office and clerical employees, security employees and guards, students, temporary or executive and supervisory employees.
- 2.2.2 Applicability. This Agreement shall apply to all regular employees working in the bargaining unit as described above at the Eberhard Center of Grand Valley State University.
- 2.3.1 Definition of Employee. The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean a person appointed by the University to work in a position (either full-time or part-time) included in the above-described bargaining unit for an undetermined period of time; i.e., for a period of time not specifically limited in duration. The term "temporary employee" as used in this Agreement shall mean a person who has been appointed to work in a position included in the above-described bargaining unit on a temporary basis. If a temporary employee should become a regular employee, his/her date of hire shall be the last date he/she was hired as a temporary employee, but all fringe benefits accrue as of date of hire as a regular

full-time or regular part-time employee. Temporary employees who become regular shall serve the probationary period as described. The term "probation" or "probationary employee" shall mean any employee who has served less than six (6) calendar months actually worked (days that fall during absences do not count toward the six month probationary period) in the University's employment since the employee's last employment date. If the total number of days missed in the six (6) month period does not exceed ten (10) work days, the probationary period will not automatically be extended.

- 2.3.2 Full-time Employee. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per week.
- 2.3.3 Part-time Employee. The term "part-time employee" shall mean an employee whose normal schedule of work is twenty (20) hours or more per week.
- 2.3.4 Student Employees. It is recognized by the Union that as a matter of policy the University is committed to provide work opportunities for the students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon the above policy. However, in no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as a result of student employment in an operational district of the University.
- 2.4 Representation. It is agreed that there is one (1) representation district in the bargaining unit at the Eberhard Center.

Section 3 Responsibilities of Agreeing Parties

- 3.1 Union Responsibilities.
- 3.1.1 Coercion, Intimidation, Solicitation. The Union agrees that it will not coerce or intimidate any employee regarding Union membership or activity subject to the provisions of Section 4.1. Unless specifically permitted herein, the Union agrees further that there shall be no solicitation of employees for Union membership, payment of dues, or conducting of Union business on the University's time.
- 3.1.2 Strikes and Interference. The Union and its officers and agents agree that they shall not authorize or conduct a strike against the University because the grievance and arbitration procedure herein provides an orderly procedure for settlement of disputes concerning the application of the terms of this Agreement and because it is not lawful for public employees

to do so. The Union and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slow-downs, stoppages of work, or in any acts of a similar nature which interfere with the orderly operation of the University. They also agree that they will not otherwise permit the existence of or continuance of any of the above acts. In the event of a violation of the provision, the Union will take affirmative action to terminate and to remedy such violation.

3.1.3 Non-Discrimination. The Union agrees that it will not in anyway, in matters of membership, administration of Union affairs, or in the administration of this Agreement, discriminate against any employee because of race, creed, age, sex, non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law. The Union and the University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

3.2 University's Responsibilities.

3.2.1 Retention of Rights. The University, by this Agreement, reserves and retains solely its management rights and functions except as they are clearly and expressly limited by this Agreement. Such rights, by way of illustration, include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces; (2) the right to change or introduce new or improved operation, methods, means or facilities; (3) the right to hire, schedule, promote, demote, transfer, release, and layoff employees; (4) the right to suspend, discipline, and discharge employees for cause; (5) the right to establish Rules and Regulations which shall be published and issued to each employee or posted on bulletin boards, and it is understood that the Rules include any illegal acts; (6) the right to subcontract such portions of the work which may be done by bargaining unit employees as the University deems to be in its best interest and to otherwise maintain an orderly, effective and efficient conduct of its affairs. In the event of a permanent close-down of an operation, a special conference on the matter will be arranged by the University. The University agrees not to "lock-out" the employees during the term of this Agreement.

3.2.2 Non-Discrimination. The University agrees that it will not discriminate against any qualified employee in matter of employment, promotion, demotion and assignment because of race, creed, age, sex,

non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law. The Union and the University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

- 3.2.3 Aid to Other Unions. The University will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization regarding employees in this bargaining unit for the purpose of undermining the Union.
- 3.3 Employee Rights. No employee shall be required to accept an order which is unduly hazardous to his/her or a co-worker's health or which jeopardizes his/her or a co-worker's life. All other orders shall be complied with, subject to the grievance procedure. Unduly hazardous is defined as a reasonable and good faith belief that there is an abnormally and imminently dangerous condition that exists which is not normally inherent in the nature of the job.

Section 4 Agency Shop Provisions

- 4.1 Agency Shop.
- 4.1.1 Union Dues and Agency Fees. All present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall become members of the Union, or shall pay an agency fee to the Union within one month after the effective date of this Agreement or their employment date, whichever is later, and shall continue such membership dues or agency fee payment as long as the employee is covered by this Agreement. Any employee who objects to the expenditures of a portion of such payment for partisan, political or ideological purposes, shall have the right to dissent from such expenditures. Such employees shall follow the procedures set forth in the International Constitution of the American Federation of State, County, and Municipal Employees for objecting to such expenditures.
- 4.1.2 Enforcement. For purposes of these sections, employees shall be deemed to meet the requirements of Section 4.1.1, if they are not more than sixty (60) days in arrears in payment. Any bargaining unit employee who has not complied with 4.1.1 shall be liable to the Union in a civil action for monetary damages or equitable enforcement of the employee's obligation of payment in accordance with all the requirements of the law.

- 4.1.3 Indemnification. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of Section 4.
- 4.2 Check-off of Union Dues.
- 4.2.1 Authorization for Check-Off. The University will honor voluntary dues or payment deduction authorizations submitted in writing to the University on a form provided for this purpose. The University and the Union shall develop such a form which shall clearly identify the purpose and frequency of the deduction. The Local Union Secretary-Treasurer shall certify to the University the amount of dues (which may be changed only once each contract year), service fee and initiation fee and the University may rely upon such certification in deducting the dues and fees. Deduction authorizations shall be effective in the next pay period when a deduction would normally be executed providing the authorization form is received by the University before each pay period and only for those employees who have signed the pay roll deduction form and who receive paychecks at that time. The total amount deducted shall be sent to Council 25, AFSCME-AFL-CIO, as soon as practicable after the deductions are made. The University shall have no responsibility for the collection of special assessments or any other deductions, except as provided herein.
- 4.2.2 Cancellation of Check-off. An employee may cancel his/her payroll deduction authorization at any time by written notification to the University on a form provided by the University for this purpose. The cancellation shall then be effective the next following pay period for which the normal deduction would have been made.
- 4.2.3 Limit of University's Liability. The University shall not be liable to the Union by reason of the requirements of the Agreement for the remittance of payment of any sum other than that constituting actual deductions under an authorization as provided above made from wages earned by employees.
- 4.3 Provision of Lists. The University agrees to supply to the Union's agent upon written request the names of the persons working in regular positions included in the bargaining unit, except that such listings shall not be requested more frequently than one (1) time during any sixty (60) day period. The University agrees to provide to the Union each month a list of employees for whom deductions were executed.

- 4.4 New Hires. The University agrees to provide the Local Union President with the names of newly hired bargaining unit employees within twenty (20) days of hire.

Section 5 Conferences

- 5.1 Special Conferences. Special conferences for important matters may be arranged between the Union and the University upon request of either party. Such meetings shall not be for the purpose of conducting bargaining negotiations, nor to in anyway modify, add to, or detract from the provisions of the Agreement. Such meeting shall be between at least two (2) representatives of the University and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made ten (10) calendar days in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda shall include a list of participants which will not be changed except on prior agreement by both parties. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. The University shall prepare a summary of the conference in writing within seven (7) calendar days. The summary of the conference shall be subject to joint approval.
- 5.2 Complaint Procedure. If an employee has a complaint which is not a proper subject for a grievance under the grievance procedure, the employee may discuss it with the Assistant Building Manager. The employee may submit the complaint in writing. If necessary, the employee may also discuss the complaint with the Building Manager. The employee may have the assistance of his/her steward in presenting the complaint. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than five (5) calendar days, unless the time for an answer is extended by mutual agreement. If the employee and the Union are dissatisfied with the answer they may request a Special Conference.

Section 6 Grievances

- 6.1 Definition. Grievances within the meaning of the grievance procedure and the arbitration clause shall consist only of disputes about the interpretation or application of this Agreement and about alleged violations of this Agreement.

6.2 Procedure.

Step 1. When an employee has a grievance, the employee shall consult the Assistant Facilities Manager no later than fourteen (14) calendar days from the date of the occurrence. The employee and/or steward shall identify the section of the Agreement alleged to have been violated. The steward may be present at this meeting if the employee requests. The supervisor shall answer the complaint orally no later than five (5) calendar days from the consultation. If the employee is not satisfied with the supervisor's answer, the grievance may be filed in writing at Step 2.

Step 2. The employee or district steward shall submit the grievance on the prescribed form to the Human Resources Office representative no later than ten (10) calendar days from the Assistant Facilities Manager's oral answer. The grievance shall be signed by the employee and shall identify the section of the Agreement alleged to have been violated. The Human Resources Office representative shall arrange a meeting to be scheduled to occur within ten (10) calendar days of receiving the notice, and may elect to have other representatives at the meeting. The grievant shall attend the Step 2 meeting. Representing the Union shall be the district steward and/or Union representative of Council 25 or the International Union. The Human Resources Office representative shall prepare a written decision on the prescribed form no later than ten (10) calendar days following the meeting.

The Union may initiate Union grievances at Step 2 of the grievance procedure. A Union grievance is defined as a grievance in which a specific right given to the Union by this Agreement has been violated (such as: collection of dues or representation) or involves a matter of policy that will affect the entire bargaining unit (such as the application of rules or regulations). This does not cover individual issues such as discharge or discipline, or assignment of overtime.

- 6.3 Pre-arbitration Conference. If the Local Union is not satisfied with the answer at Step 2, it shall notify Council 25 of its dissatisfaction and the Council may then contact the Human Resources Office representative in writing within ten (10) calendar days from the district steward's receipt of the written answer and request that a Pre-arbitration Conference be scheduled for the purpose of restating the Union's and the University's positions. Such conference shall be scheduled to occur as soon as possible between the Human Resources Office and the representative of Council 25. The Human Resources Office shall confirm the date, time and location of the meeting with the Local President. Union participants in this Conference shall be limited to the district steward and/or representatives from Council 25 and/or the International Union. The

University's participants in this Conference shall include at least one person other than the University's representatives who answered the grievance at a previous step.

- 6.4 Arbitration. If the employee and the Union wish to request arbitration, they shall do so in writing no later than thirty (30) calendar days from the pre-arbitration conference. Controversies referred to arbitration shall be limited to those concerning compliance with the terms of this Agreement by the University and the Union. Included in the Union's request for arbitration will be a list of five (5) names of arbitrators from which the University may select an arbitrator. Within ten (10) calendar days of receiving the request for arbitration the University will respond and advise the Union if there is an arbitrator from the Union's list acceptable to the University. If an arbitrator from the list is not acceptable to the University, the University will provide the Union with the names of arbitrators acceptable to the University. The Union will then have ten (10) calendar days to accept an arbitrator acceptable to the University, or to request the assistance of the Federal Mediation and Conciliation Service in selecting an arbitrator. Upon the selection of an arbitrator the Union will accept a hearing date within six (6) months from the date the request for arbitration was filed, if provided by the arbitrator. Failure of the Union to meet any of these guidelines will result in the grievance being considered permanently settled. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the University or the Union, nor shall the arbitrator exercise any responsibility or function of the University or the Union. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and Union except those expenses associated with compensating the representatives and witnesses. The Union President and/or Chief Steward shall suffer no loss of pay for attending the arbitration hearing, but in no situation will the Union President and/or Chief Steward be compensated for more than eight (8) hours at straight-time on the date of the hearing. Witnesses, including the grievant(s), shall not suffer a loss of pay if they testify during their scheduled work hours. If either party desires a record of the proceedings, it may obtain same at its own expense, and a copy must be provided to the other party. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the University. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any arbitrator. The above in no way precludes the possibility of representatives of the University or the

Union meeting and arriving at mutually agreed-upon binding decisions prior to arbitration.

- 6.5 Time Limit. All grievances shall be considered permanently settled if they are not filed at the next step in accordance with the prescribed time limits and on the prescribed form. The time limits stated in this Section may be extended by mutual consent, and a grievance may be withdrawn without prejudice by mutual consent. Any grievance not answered by the University within the prescribed time limits may be moved to the next step in the grievance procedure.
- 6.6 Investigation and Representation. The investigator of a grievance (district steward) shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss or has discussed with the University upon having received permission from his/her supervisor to do so. If the investigator of a grievance wants to discuss the matter with an employee during working hours, the investigator must receive permission from the employee's supervisor. The supervisor will grant permission as soon as reasonably possible and provide sufficient time to leave work for these purposes, subject to necessary emergency exceptions. This privilege is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. These employees will perform their regularly-assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference.
- 6.7 Individual and Union Rights. Nothing contained in this Section shall be construed as limiting the right of any individual employee to present grievances to University officials and to have those grievances adjusted without the intervention of the Union, except that the adjustment shall not be inconsistent with this Agreement and the Union shall be given the opportunity to be represented at such adjustment and shall be furnished a copy of written materials related to the adjustment of the grievance if so requested.

Section 7 Discharge or Discipline

- 7.1 Investigation. Suspension not to exceed five (5) working days may be imposed, in extreme circumstances, to allow time for a complete investigation. If no discipline results, pay will not be interrupted during suspension. The University agrees to notify the affected employee at the time of suspension of the allegations being investigated. The University will inform the district steward within a reasonable period of time.

- 7.2 Discharge and Discipline. Prior to the discharge or disciplinary layoff of any employee with seniority in the district such employee will be advised that he/she may have a district steward, if available, present when discipline is being imposed, if the employee wishes. The employee will be notified of the charges against him/her prior to the time a discharge or disciplinary layoff is actually imposed. Such discharged or disciplined employee will be allowed to discuss the charge or disciplinary layoff with a district steward, if available, and the University will make available an area where they may do so before the employee is required to leave the property of the University. The University agrees to notify the district steward promptly upon the discharge or disciplinary layoff of any employee with seniority in the district. A copy of any written warning will be sent to the district steward.
- 7.3 Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance shall be presented in writing as provided in the grievance procedure. In cases of discharge, the grievance shall advance to Step 2 of the grievance procedure immediately and the Human Resources Office representative will review the discharge and give an answer within three (3) regularly-scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the grievance may be handled according to the arbitration provisions of Section 6 herein.
- 7.4 Use of Past Record. In imposing any discipline, the University will not take into account prior infractions of two (2) years or more, except in cases of serious misconduct or where the conduct of the employee shows a pattern serious enough to warrant further discipline.

Section 8 Seniority

- 8.1 Definition. For purposes of this section "seniority date" shall mean the day on which an employee last began employment as a regular employee, even though in a probationary status, but part-time employees shall accrue seniority at half the rate of full-time employees. For purposes of vacation, income protection, the retirement plan and other staff benefits earned by employment service, the provisions of the sections of this Agreement which provide for the benefits shall determine the necessary service duration for each benefit. Accrued seniority rights shall be transferable between full-time and part-time positions. Accrued seniority rights shall be transferable for employees, from the Allendale Campus, selected for employment at the Eberhard Center.

8.2 Determination of Seniority. Seniority records shall be maintained by the University and shall be based on the employee's seniority date. The University shall maintain current records on seniority for use in the application of these provisions and they shall be available whenever a Union representative shall raise a question of seniority. Such lists and records shall also show the job title and latest employment date with the University for each person, and a copy of the list shall be furnished to the Union every six (6) months, upon request.

8.3 Loss of Seniority. An employee shall lose seniority if:

- A. The employee retires, is discharged for just cause or quits (An employee shall be considered to have quit on the last day of work if he/she is absent from work for three or more consecutive working days without notifying his/her supervisor unless the employee is prevented from giving such notice by some causes beyond the employees control.);
- B. The employee does not return to work upon expiration of a leave of absence. If timely requested, the University may approve exceptions;
- C. The employee fails without approved reason to return to work from layoff within ten (10) calendar days after being notified of recall by the University, provided there is acceptable proof that the employee had notice of the recall;
- D. The employee has been on layoff for a period longer than eighteen (18) months, or the employee's length of seniority at the beginning of the layoff, whichever is the lesser;
- E. The employee has been reassigned to a non-bargaining unit position with the University. Temporary assignments may be made with no loss of seniority for a period not longer than one (1) year. No employee shall be required by the University to accept any position outside of the bargaining unit; or,
- F. The employee fails to return to work at the end of a sick leave or extended sick leave. If timely requested, the University may approve exceptions.

8.4 Application of Seniority. Seniority shall be the controlling factor in the following situations:

- A. Layoffs. When employees are laid off because of lack of work, the employee with the latest seniority date shall be laid off first, the employee with the next latest seniority date second, and so on, provided that those remaining at work have the ability to do the work which is available.
1. All probationary employees and temporary employees shall be laid off in the classification affected by the layoff before any regular employee is laid off.
 2. Thereafter, regular employees will be laid off with the least senior employee in the classification affected being laid off first and so on through the seniority list.
 3. An employee laid off pursuant to the provisions of the above paragraph shall be allowed, within three (3) working days after receipt of the notice of layoff, to exercise seniority to move to a vacant position in an equal or lower paying classification at the Eberhard Center, provided the employee can do the work, or, to displace the least senior employee in an equal or lower paying classification at the Eberhard Center, provided the employee can do the work. Such employees can not displace an employee if a vacancy exists in the classification and in no case shall the employee displace a more senior employee. An employee refusing to exercise the seniority rights in this paragraph shall be deemed to have quit voluntarily.
- B. Recalls. When employees are recalled from layoff because of the availability of work, the laid-off employee with the earliest seniority date shall be recalled first, the employee with the next earliest seniority date second, and so on, provided that they have the ability to do the work which is available. If an employee had displaced a less senior employee in another classification as a result of layoff and his/her original classification subsequently becomes available, he/she shall be restored to the original class before any person is hired, transferred or promoted to the job, provided it becomes available in the time equal to the employee's time in the position.
- C. Job Vacancies. Determinations with respect to the filling of job vacancies shall be based on the qualifications for the vacancy. Job vacancies shall be posted on the specific form for a period of at least five (5) calendar days in a conspicuous place in the work area and at the Allendale Campus. Allendale Campus employees selected for employment at the Eberhard Center will be granted a

(30) day determination period to determine their desire to remain in the position. In the event the employee elects to return to his/her former position, he/she shall suffer no loss of pay or benefits provided for in this agreement.

The employee who is awarded the vacancy will be given 30 days actually worked to determine his or her ability to satisfactorily perform the job. If the employee is unable to perform the duties of the job he or she will revert to his or her former classification.

- D. Vacations and Optional Leaves of Absence. In the event two or more employees apply for simultaneous vacations or leaves of absence for reasons within the control of the employee during the same period of time and if the work requirements do not permit such vacations or leaves of absence, preference shall be given to the affected employees on the basis of the earlier seniority date.
- 8.5 Non-applicability to Probationary Employees. The Union shall represent probationary employees only for the purposes of wages, hours and conditions of employment and not for discharge or discipline. There shall be no seniority among probationary employees. Upon successful completion of their probationary period, employees shall be placed on the seniority list ranked according to their last date of hire.
- 8.6 Seniority of Officers and Bargaining Committee. Notwithstanding their positions on the seniority list, a member of the Union's bargaining committee (during negotiations only) and the President of the Local Union shall, in the event of a layoff due to a lack of work or subsequent recall, be offered work, provided they are able to perform an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at the University. This shall not apply to overtime work or to any new job openings.
- 8.7 Declining Available Jobs. Representatives declining available jobs under the foregoing paragraph will be required to wait their normal recall dates according to their given seniority dates.

Section 9 Working Hours

- 9.1 Definitions.
- A. Regular Week. A regular full-time work week shall consist of forty (40) hours per calendar week. Working schedules may be

arranged by the University to reflect requirements peculiar to the task being performed.

- B. Shift. A full-time eight (8) hour shift shall normally consist of an eight and one-half (8 1/2) hour time period of which one-half an hour shall be used for a lunch period without compensation. A full ten (10) hour shift shall normally consist of a ten and one-half (10 1/2) hour time period of which one-half an hour shall be used for a lunch period without compensation. A one hour lunch period may be substituted with prior approval of the Facilities Manager.
- 9.2 Rest Breaks. Each employee shall be entitled to a rest break of fifteen (15) minutes at or near the midpoint of each consecutive period worked as scheduled by the University. Such rest breaks may not be accumulated from one period to another. Such breaks shall be taken in the building or, for an employee working outside, in the nearest building in the area in which the employee is working. The individual may not stop work before the beginning of the break and shall resume work immediately at the end of the break.
- 9.3 Wash-up Time. Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.
- 9.4 Punching Out. Employees will be allowed up to five (5) minutes prior to punching out to move to their time clocks. In no case shall an employee leave his/her work station or stop working more than five (5) minutes before the end of his/her shift, except as may be otherwise provided for in this Agreement.

Section 10 Monetary Compensation

- 10.1 Basis of Pay. Employees shall be paid in accordance with the Compensation Schedule which is attached as Appendix A. An employee's rate shall be determined based on his/her job title and the grade to which that position is assigned. The employee's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other staff benefits.
- 10.2 Rate of Job. New staff hired from outside the Grand Valley State University bargaining unit, will start at the probationary rate. After serving 6 months at the probationary rate they would move to the beginning rate and after 1 year at the beginning rate they would move to the top rate. Current staff changing jobs will be paid at the beginning rate for 1 year, after which they will move to the top rate.

- 10.3 Promotions. Employees shall receive the appropriate increase in rate on the date of promotion.
- 10.4 Movement to a Lower Classification. Employees may be subject to a decrease in rate if they move to a position in a lower compensation grade.
- 10.5 Payment. All compensation shall be based only on time worked or the application of appropriate staff benefits. Employees shall receive regular paychecks biweekly, no later than the middle of the second week following the completion of a biweekly pay period. Deductions from that check shall include only items authorized in writing by the employee or required by the law. In the event it is discovered that an employee received an overpayment of money from the University or received money to which he/she was not entitled, the employee shall make arrangements to repay the sum owed to the University. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. In the event an employee fails or refuses to make such arrangements, the University is authorized by this Agreement to deduct from the employee's pay each pay period twenty-five percent (25%) of the amount owed or \$25.00, whichever is greater, until the entire amount has been reimbursed.
- 10.6 Overtime Pay. All employees shall be eligible for overtime pay at the rate of one and one-half times their base rates for hours worked in excess of eight (8) (or ten (10) if ten hour work schedule) hours per day or forty (40) hours per week. Hours normally scheduled but not worked because an employee is on a holiday or a sick leave or vacation shall be treated as hours worked for the purpose of computing overtime pay. Overtime records shall be kept by the University and made available to the Union upon request.
- 10.7 Call-in Duty. An employee reporting for call-in duty at the University's request and for which he/she had not been notified at least twelve (12) hours in advance or which is outside of and not continuous with the employees regular work schedule, shall be guaranteed at least three (3) hours pay and three (3) hours work at the appropriate rate of pay. A full-time employee who reports for scheduled work when no work is available will receive three (3) hours pay at the employees regular base rate of pay.
- 10.8 Premium Pay. In no case shall premium pay be paid twice for the same hours worked.

10.9 Rates for New Jobs. In the event a new classification is established or an existing classification is substantially changed, it shall be assigned to an existing pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with the existing classifications. The University shall provide the Union with a proposed written classification title for the new or substantially-changed classification. Upon receipt of the University's proposed title, the President of the Union and the Steward or their designated representatives and not more than two (2) others from Council 25 and the International Union shall be afforded an opportunity to meet with representatives of the University to discuss the new or substantially-changed classification and its assignment to a pay grade. If there is disagreement with the University's assignment to a pay grade, a grievance concerning compliance with the requirement for a proper comparison with the existing classifications may be processed through the grievance and arbitration procedure, provided the grievance is submitted in writing within fourteen (14) calendar days after the Union is afforded the opportunity to discuss the matter with the University. The meeting to discuss the new or substantially-changed classification must occur within fourteen (14) calendar days after the Union has been notified of the proposed title and pay grade unless the time is extended by mutual agreement.

10.10 Work Schedule Differential. An employee not working the first shift shall receive, in addition to their base rate of pay, additional compensation as follows:

Second Shift Differential - \$.35 per hour
Third Shift Differential - \$.40 per hour

Such compensation shall be added to the total wages and does not increase the base rate of pay and will be paid for all regular hours worked on a shift. Employees who work overtime continuous with their work schedule shall not be entitled to the differential rate for the period on which they are working overtime but shall continue to receive their regular differential rate to which they are entitled. A person's starting time on a given day shall determine their shift for that particular day.

The first shift is any shift that begins on or after 3:00 a.m., but before 11:00 a.m. The second shift is any shift that begins on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that begins on or after 7:00 p.m., but before 3:00 a.m.

Section 11 Leaves of Absence

- 11.1 Definition. A leave of absence is an approved absence from University's employment for more than one month without compensation. Absences for less than one month shall normally be considered as loss of time and are subject to supervisor's approval. Seniority shall continue to accumulate for any leave of absence up to six (6) months; unless the contract provision permitting the leave specifies otherwise. Thereafter, the employee shall retain seniority but will not accumulate further seniority until the employee returns to work.
- 11.2 Leaves of Absence Without Pay. A leave of absence without pay may be granted to an employee for personal reasons for a period up to six (6) months. A request for a leave of absence shall be submitted in writing, stating the reasons for the request. The conditions under which the leave of absence is granted shall be specified in writing by the University. If the employee's job is not held open during the leave period, the employee shall be eligible to return to the next position open provided the employee is qualified. Failure to return at the expiration of the approved leave of absence shall result in termination of employment. The employee may continue group insurance at the employee's own expense by arranging a pre-payment for the leave-of-absence period. Employees may elect to have their accumulated vacation retained in their accounts pending their return or termination. Vacation or income protection benefits shall not accrue during the leave period although the previous balance will be maintained.
- 11.2.1 Military Leave of Absence. Upon application, a military leave of absence without pay will be granted to employees who are inducted through Selective Service or voluntary enlistment, or those called through membership in the National Guard or reserve component into the Armed Forces of the United States. Credited service for military service shall be determined by the retirement plan.
- 11.2.2 Educational Leaves of Absence. Leaves of absence may be granted up to six (6) months under the above provisions only if the course would be beneficial to both the University and the employee.
- 11.2.3 Extended Sick Leave. When an employee's sick leave pay has been exhausted the employee may be placed on an extended sick leave if he/she continues to be incapacitated by illness or accident to such an extent that he/she is unable to perform the scheduled work or if it would be unsafe or unwise for him/her to expose others to his/her condition. Such an extended sick leave may continue for up to twelve (12) months from the beginning of the incapacity and the employee shall return to the

employee's former classification during the first twelve (12) months of his/her extended sick leave. The extended sick leave may be extended for up to an additional twelve (12) months and the employee may return to the employee's former classification if available, or to the next open vacancy if qualified.

- 11.3 Absence with Full or Partial Compensation.
- 11.3.1 Pay for Military Duty. An employee who loses time from work during his/her regular schedule of hours because of military training as a reservist or National Guardsman or due to a civil disturbance, not exceeding four (4) weeks per year, shall be paid the difference between his/her base military pay and his/her regular pay.
- 11.3.2 Pay for Jury Duty. An employee who loses time from work during his/her regular schedule of hours because of jury duty or to testify pursuant to a subpoena shall be paid the difference between the employee's pay for jury duty or witness fee and the employee's regular pay. An employee temporarily excused from attendance at court shall report for work during the excused period if normally scheduled. An employee who does not lose time from assigned schedule of work, but who, nevertheless, has performed jury duty service or testified pursuant to a subpoena within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request, may have an amount of time off work equal to the time the employee was required to spend in court during that eight (8) hour period. In such a case, the employee will be paid for this time off, with fees offset against such pay, in the same manner as if the employee had lost time from work. An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after 11:30 p.m., will be excused from work at 11:30 p.m. and paid for such lost time at his/her hourly rate plus shift premium if applicable. Jury duty and witness fees shall be offset against such pay, in the same manner as if the employee had lost time from work while performing the jury duty or witness service. This section shall not be applicable to employees subpoenaed for arbitration hearings.
- 11.4 Medical Dispute. In the event of a dispute involving an employee's health as it affects the employee's ability to perform his/her job on return to work at the University from a layoff or leave of absence of any kind, and if the employee is not satisfied with the determination of the University's physician, the employee may submit a report from a medical doctor of his/her own choosing at his/her own expense. If the dispute still exists, at the request of the employee, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the University and the employee, and the decision of such third

party regarding the employee's health as it affects the employee's ability to perform his/her job will be binding on both parties. The expense of the examination by the third party shall be shared equally by the University and the employee.

- 11.5 Family and Medical Leave Act. The Family and Medical Leave Act will be followed in approving a leave of absence. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.

Section 12 Staff Benefits

12.1 Holidays.

- 12.1.1 Holidays Observed. The approved holidays as listed below, normally include the Friday preceding any such holiday which falls on Saturday and the Monday following any such holiday which falls on Sunday, are holidays for the purpose of this Agreement except those employees who work on a seven-day continuous operation will be compensated for working on the calendar holiday. This neither means that every Saturday holiday will be observed on Friday or every Sunday holiday will be observed on Monday. The approved holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, the day preceding Christmas Day, Christmas Day, Two (2) University closure holidays assigned during the Christmas break; plus up to two (2) additional closure holidays assigned during the Christmas Break if the University is officially closed, and the day preceding New Year's Day. This provision does not guarantee a particular number of University closure holidays; closure holidays will be assigned as appropriate by the University.

- 12.1.2 Assigning Observed Holidays for Employees Not on a Monday through Friday Schedule. Employees not on a Monday through Friday schedule shall receive the same number of paid holiday and closure days as those on a Monday through Friday schedule.

- A. Holidays Other Than During the Christmas/New Year's Period. Holidays observed on a day the employee is not scheduled to work normally will be moved to the employee's scheduled work day that is closest to the day the holiday is observed.
- B. The Christmas/New Year's Period. During the Christmas/New Year's Period, employees will be scheduled to work the same number of days, to have the same number of holidays/closure days

off, and to have the same continuous block of time off (except those who are in a 7-day continuous operation or are otherwise required to work). In order to ensure that employees are scheduled to work the same number of days, employees who otherwise would end up working fewer days, will be assigned to work a day or days he or she is not normally scheduled during the week before or during the week after the Christmas/New Year's Break.

12.1.3 Assigning Observed Holidays for Employees Who Work on a Shift that starts and ends on different calendar days. The Holiday will be recognized or observed on the shift that ends on the holiday.

12.1.4 Work on a Holiday. If an employee works on an approved holiday, in addition to holiday pay the employee will be compensated at the rate of two (2) times his/her regular hourly rate for all hours worked on the holiday, except employees who work on a University closure holiday will be paid their base hourly rate and:

- A. If the employee volunteers to work, an equivalent number of hours will be assigned as vacation accrual.
- B. If the employee is called in with less than 24 hours' notice one-and-a-half times the number of hours worked will be assigned as vacation accrual.
- C. If an employee is scheduled to work with more than 24 hours' notice the number of hours worked will be assigned as vacation accrual.
- D. In the event that insufficient numbers of employees volunteer, the employees of the classification required who are familiar with and qualified for the work to be done with the most recent of seniority date will be required and obligated to perform such work.
- E. Any time worked over eight (8) hours on any given day will be paid at time-and-one-half.

12.1.5 Eligibility for Holiday Pay. An employee will be eligible for a holiday with pay, provided:

- A. the employee is a regular or probationary full-time or part-time employee on the day of the holiday;

- B. the employee worked all of the hours of his/her scheduled work day prior to and his/her next scheduled work day after the holiday, unless excused by the supervisor;
- C. The employee is not on leave of absence or layoff, extended sick leave, short-term disability, long-term disability, or Worker's Compensation at the time of the holiday;
- D. the employee worked on the holiday if scheduled to work on that day, unless excused by the supervisor.

Holiday pay shall be for eight (8) hours if full-time. Part-time employees will be paid holiday pay for the number of hours normally scheduled to work on that day. For full-time employees who regularly work a ten (10) hour shift, holiday pay shall be for ten (10) hours at the employee's regular hourly rate.

12.2 Vacation.

- 12.2.1 Allowance and Accrual. Regular full-time and regular part-time employees earn .05 hours vacation for each regular hour worked during the first two full calendar years of uninterrupted employment service with the University. Probationary employees shall earn vacation allowance at the same rate but shall not be eligible to use such allowance until after six (6) months of employment. Thereafter, an additional eight (8) hours (4 hours for part-time) per year is added with each calendar year of uninterrupted employment with the University, except that the number of hours earned in any single calendar year shall not exceed one hundred sixty (160) hours (80 for part-time). Unused vacation time may be carried over into the next calendar year providing the number of hours does not exceed one hundred sixty (160) hours (80 for part-time).

12.2.2 Use of Vacation Time.

- A. Vacation time may be used as soon as an employee has completed six (6) months of employment.
- B. Vacation time shall be taken at the convenience of the operating unit in which the employee works. It shall be, however, the University's responsibility to ensure the employee an opportunity for full vacation time off. Not fewer than one-half the hours earned in a calendar year must be taken consecutively. If the employee requests to use up to ten (10) consecutive vacation days, however, the request shall be normally approved.

- C. A request for the use of vacation time shall generally be submitted at least twenty (20) working days in advance of the beginning of the vacation time. A response shall be made within ten (10) working days of the request. Supervisors will be entitled to request a tentative vacation schedule early in each calendar year.
- D. Employees shall receive compensation for accrued but unused vacation time upon leaving the employment of the University in good standing provided that the employee gives at least two (2) weeks notice of his/her intention to leave.
- E. Employees who have exhausted income protection benefits and who have not yet returned to work because of the illness or injury shall, thereafter, be allowed to use accrued vacation time by requesting such payment.
- F. Employees shall be eligible to use all vacation accrued prior to the beginning of a vacation period. Vacation hours accrued while an employee is using vacation time may not be used.

12.3 Income Protection

12.3.1 Sick Leave Accrual. Regular full-time employees earn .05 hours sick leave allowance with each regular hour worked per week. Unused sick leave accrual shall not exceed one hundred sixty (160) hours. Probationary employees shall earn sick leave allowable at the same rate but shall not be eligible to use such allowance until after six (6) months of employment.

12.3.2 Sick Leave Usage.

- A. Sick leave may be used when an employee is incapacitated by illness or noncompensable accidental injury to such an extent that the employee is unable to perform his/her scheduled work or that would make it unsafe or unwise for the employee to expose others to his/her condition.
- B. Sick leave may be used for absences required by the confining illness or injury to members of the immediate family (husband, wife, minor son, minor daughter). Except when such illness or injury is of a very serious nature, employees shall not use more than eight (8) hours accrued sick leave for this purpose.
- C. To the extent that time is required for medical or dental appointments, sick leave may be used. Employees shall attempt to

make such appointments at times that minimize interruption of their working schedules. In circumstances when an employee is unable to schedule a medical or dental appointment outside his/her normal work hours, a written request for sick leave usage shall be submitted to the supervisor no later than five (5) calendar days prior to the appointment, except in cases of emergency.

- D. Employees with one hundred sixty (160) accrued hours who subsequently have perfect attendance for the next twelve month period will receive an attendance bonus of 40 hours pay or vacation accrual.
- E. An employee may elect to transfer eight (8) hours of vacation each calendar year to another bargaining unit member who is on short term disability, to enable the employee on disability to replace wages lost.

It is clearly intended that sick leave as herein provided is primarily intended to protect the income of employees while disabled and that no use of sick leave may be used beyond what is considered reasonable. It is clearly intended that employees must meet their employment obligation of regular and reasonable attendance.

12.3.3 Miscellaneous Provisions Regarding Sick Leave.

- A. The employee shall notify his/her supervisor of absence in advance and shall state the expected duration thereof unless the failure to notify is due to circumstances beyond the control of the employee. The supervisor may or may not excuse the absence, depending on the reason given. If the employee's absence should extend beyond the expected duration the employee must again notify the supervisor.
- B. If requested by the University, a written doctor's statement shall be required regarding the need for the absence. The University will then determine whether the reason qualified for the use of sick leave. Any absence of more than three (3) days requires a doctor's statement attesting to the necessity of the absence in order to qualify for the use of sick leave. If an employee is absent five (5) incidents in any twelve (12) month period, any subsequent absence will require a doctor's statement to qualify for use of sick leave.
- C. Employees engaging in other employment or profit-making activities while ostensibly ill or injured may lose rights income

protection benefits and right to continue as an employee of the University.

- D. No employee shall receive both Worker's Compensation or No Fault Insurance benefits and income protection benefits for the same period of absence.

12.3.4 Short-term Disability. The University shall provide regular full-time employees with short-term disability insurance for those absences caused by illness or injury for a period longer than twenty (20) work days and less than six (6) months, subject to the conditions of the master policy (75% of the base weekly rate, no maximum).

12.3.5 Long-Term Disability. The University shall provide regular full-time employees with long-term disability insurance for those absences caused by illness or injury for a period longer than six (6) months, subject to the conditions of the master policy.

12.3.6 Sick Leave Accrual Advance. An employee returning to work from short-term or long-term disability may be advanced the first eighty (80) hours sick leave accrual if he/she so requests. However, the employee will not be paid short-term or long-term disability and sick leave pay for the same period of time.

12.4 Insurance.

12.4.1 Hospital and Medical Insurance. The University shall make available health insurance to the employees covered by this agreement to the same extent and in the same manner as is available to other University employees, such as Faculty and the Executive, Administrative and Professional Staff employees. It is the University's goal to have the same health insurance plans offered uniformly to all University groups and employees.

12.4.2 Dental Insurance. The University shall make available dental insurance to the employees covered by this agreement to the same extent and in the same manner as is available to other University employees, such as Faculty and the Executive, Administrative and Professional Staff employees. It is the University's goal to have the same dental insurance plan(s) offered uniformly to all University employee groups and employees.

12.4.3 Life Insurance. The University shall continue to make available a group life insurance program. The program shall be the same program as applicable to the University's other employees. The minimum life and

accidental death and dismemberment insurance amount will be an amount equal to base salary.

- 12.4.4 Vision. The University shall make available vision insurance to the employees covered by this agreement to the same extent and in the same manner as is available to other University employees, such as Faculty and the Executive, Administrative and Professional Staff employees. It is the University's goal to have the same vision insurance plan(s) offered uniformly to all University groups and employees.
- 12.5 Retirement.
- 12.5.1 Retirement Plan. Employees of the University shall be eligible to participate in the Maintenance, Grounds and Service Employees Retirement Plan. Effective July 1, 1994 the benefit formula factor shall be increased to 1.9%.
- 12.5.2 Medical Insurance for Retirees. The University will make available a medical insurance plan for official retirees in the same manner and on the same basis as it applies to the University's other official retirees. An official retiree (including early retirees) for purposes of this benefit, will be defined as any regular employee who is employed by the University at the time of retirement, who is vested in a University sponsored retirement plan and whose years of University service and age total a minimum of 75. Coverage for the spouse of the retiree or early retiree is available on the same basis as for other University official retirees. The University retains the right to modify or terminate this plan upon reasonable notice to staff and retirees.
- 12.6 Uniforms. The University agrees to provide without cost to the employees working uniforms comprised of trousers and shirts which they shall be required to wear during their working hours.
- 12.7 Worker's Compensation. Employees of the University shall be entitled to benefits as required under the Worker's Compensation Act. Whether or not medical care or absence from work seems necessary, employees shall report all serious accidents and resulting injury to their supervisor as soon as possible but no later than by the end of the employee's shift, all others must be reported within twenty-four (24) hours.
- 12.8 Tuition Reduction Programs.
- 12.8.1 Academic Participation for Staff and Retirees. A regular staff member may, with approval of his/her supervisor, enroll in Grand Valley State University courses tuition free, one of which may be taken during working

hours each fiscal year. Retirees may enroll with the approval of the Human Resources Office.

- 12.8.2 Reduced Tuition for Spouses and Eligible Dependents of Staff and Retirees. Spouses and eligible dependents of regular staff and retirees are eligible for a fifty (50) percent reduction of their tuition costs for all Grand Valley State University courses. Spouses and eligible dependents of regular staff and retirees who use this benefit are subject to the admission and academic requirements of the University.
- 12.9 Bereavement Leave. An employee's absence resulting from the death of a member of the employee's immediate family (spouse, child, parent, brother or sister) will be paid up to forty (40) hours (twenty (20) hours for part-time employees) and such pay will not be deducted from an employee's accumulated sick leave. A maximum of twenty-four (24) hours (twelve (12) hours for part-time employees) pay may be allowed in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. A maximum of eight (8) hours (four (4) hours for part-time employees) may be paid to attend the funeral of a relative not listed above. Arrangements to attend the funeral of a fellow employee may be made with the respective supervisors. A maximum of four (4) hours may be paid for this purpose.
- 12.10 Family and Medical Leave Act. The Family and Medical Leave Act will be followed in administering benefits. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.

Section 13 Miscellaneous Provisions

- 13.1 Other Work Assignments. It is agreed that employees at the University may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications or due to unseasonable weather. It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the University to utilize the talents and services of regular full-time employees during normally slow periods.
- 13.2 Steward. The representation district shall be represented by no more than one (1) district steward, who shall be a regular employee assigned to work in the Eberhard Center. The steward may, with prior approval from his/her supervisor, investigate and present legitimate grievances of employees in his/her district to the University during their regular working

schedule without loss of pay. The district steward shall perform their regularly-assigned work at all times unless permission is expressly given by his/her supervisor to administer grievances, in which case the time must be devoted only to the proper handling of such grievances. The Union shall advise the University of any change in steward assignments when necessary.

- 13.3 Bargaining Committee. The Union's bargaining committee shall consist of the Local President and not more than one (1) regular employee from two (2) other representation districts. Such committee may also include representatives from Council 25 and/or the International Union.
- 13.4 Safety. Employees will utilize prescribed safety equipment and will wear safety shoes and those who wear glasses will wear prescription safety glasses immediately. The University may require the use of safety shoes and will pay up to \$50.00 toward the cost of one pair of shoes per year. The employee may bank, and not spend, the \$50.00 from one year and use it in the next year together with the \$50.00 provided in that year. This provides up to \$100.00 toward the purchase of one pair of shoes. The employee shall not bank or accrue more than 100.00. The University may require the use of safety glasses and will provide the first pair of glasses or pay the equivalent of the lowest price at which glasses are available. The University will pay the difference in cost of regular prescription glasses and safety glasses on proof of the difference in cost up to a maximum of \$20.00 per pair of glasses. All employees hired will be expected to have safety shoes and safety glasses immediately.
- 13.5 Complete Agreement. It is the intent of the parties here to that the provisions of the Agreement supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, and shall govern their entire relationship. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. If, during the life of the Agreement, any of the provisions contained herein are held to be invalid by operation of law or by the 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 purposes of negotiating a mutually satisfactory replacement for such provisions.
- 13.6 Evaluation. If an evaluation procedure is used, the written evaluation will be shown to the employee before it is placed in the employee's personnel

file. Employees will be permitted to comment on the evaluation and may include a written response in the file. Bargaining unit members will be informed of the general context upon which they will be evaluated. Evaluations are not subject to the grievance procedure unless the University chooses to use them as support for a disciplinary action. Employees will receive a copy of their evaluation.

Section 14 Ratification, Termination and Modification

- 14.1 **Ratification.** The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before midnight, September 6, 1991 and the Council Representative and the Local Union Bargaining Committee will recommend to the employees that it be ratified.
- 14.2 **Duration.** This Agreement shall remain in effect from May 1, 1994 until 11:59 p.m., April 30, 1997 and from year to year thereafter, unless notice of termination or modification is given as provided in this Section 14. The parties agree that neither party shall request the other party to negotiate with respect to any other matter, and neither party shall have an obligation to negotiate or bargain with the other with respect to such other matters during the terms of this Agreement.
- 14.2.1 **Termination.** If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as herein provided, or if each party giving a notice of termination withdraws same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.
- 14.2.2 **Modification.** If either party desires to modify or change this Agreement effective after the termination date referred to in Section 14.2, it shall, sixty (60) days prior to the termination date, give written notice of amendment, in which event the notice of the amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- 14.3 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to American Federation of State, County and Municipal Employees, Council 25, Lansing, Michigan, and if to the University, addressed to the Assistant Vice President for Human Resources, Grand Valley State University, or to any such address as the Union or the University may make available to each other.

APPENDIX A
JOB CLASSIFICATION

| <u>Job Title</u> | <u>Grade</u> |
|------------------|--------------|
| Service Staff | 3 |

Note: Although the service staff may perform any of the duties or functions performed by Maintenance, Grounds or Service staff at the Allendale campus, the typical duties will include:

- building set-ups and furniture movement
- cleaning, trash removal
- maintenance
- receiving and delivery function
- policing grounds
- snow removal

COMPENSATION SCHEDULE

| | Probationary | Beginning | Top |
|-----------------------|---------------------|------------------|------------|
| Effective May 1, 1994 | \$11.59 | \$12.59 | \$12.74 |
| Effective May 1, 1995 | \$11.97 | \$12.97 | \$13.12 |
| Effective May 1, 1996 | \$12.35 | \$13.35 | \$13.51 |

New staff hired from outside the GVSU bargaining unit, will start at the probationary rate. After serving 6 months at the probationary rate they would move to the beginning rate and after 1 year at the beginning rate they would move to the top rate.

Current staff changing jobs will be paid at the beginning rate for 1 year, after which they will move to the top rate.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed: 3/2/95

For The Union:

For The University:

Gerald Allen
Staff Representative, Council 25
Officer A.F.S.C.M.E., AFL-CIO

Robert Michael
Assistant Vice President for
Human Resources

Wallace Van Hout
President, Local 2074,
A.F.S.C.M.E.

Richard L. Mehl
Facilities Manager, G.R. Campus

Michael W. Gladstein
Bargaining Committee Member

Stan E. Hone
Budget and Financial Analysis Assistant

Carol G. Hewitt
Bargaining Committee Member

Jimmy Boser
Bargaining Committee Member

LETTER OF AGREEMENT

ATTENDANCE BONUS

Local No. 2074, Council 25, AFSCME, and Grand Valley State University agree to the following.

1. Section 12.3.2 D. of this Agreement is amended, on a trial basis, to read as follows:

D. Employees with one hundred sixty (160) accrued hours who subsequently have perfect attendance for the next twelve month period will receive an attendance bonus of forty (40) hours pay or vacation accrual.

Once the twelve month period begins to run at the time the 160 hours are accrued, an employee may still qualify for the attendance bonus if within that one year period the employee has a single absence of five (5) consecutive work days or more, and a physician documents to the University that the absence is the result of illness or injury. Despite the treatment of this single incident as a non-event for the purposes of the attendance bonus, the absence is otherwise treated as any other similar absence—for example, an incident is recorded, sick time is charged, and the days off do not count toward the 12 months of service required for the attendance bonus.

2. The trial basis amendment is to provide the parties data/information on how well this modification actually works. The trial-basis amendment of Section 12.3.2 D will expire when the 1994-1997 Collective Bargaining agreement expires or sooner if either of the parties exercises the unilateral option of discontinuing this letter during the designated revocation periods. The designated revocation periods are between April 1 and April 30, 1995 and between April 1 and April 30, 1996. If either party exercises the option of discontinuing this letter, it will be discontinued as to the Allendale Campus, the Eberhard Center, and The Meadows. The amendment set out in this letter will continue into the next contract only if it is expressly agreed through bargaining by the parties that it will continue.

DATE: March 2, 1995



Wallace VanHouten
President, Local 2074
A.F.S.C.M.E.



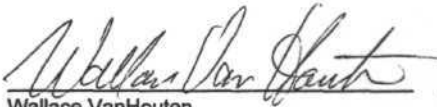
D. Scott Richardson
Assistant Vice President for
Human Resources
G.V.S.U.

LETTER OF AGREEMENT

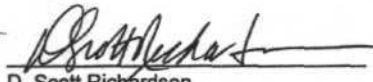
STAFF DEVELOPMENT

The University agrees to meet with the Union to seriously discuss a staff development program. A representative of Council 25 and the Human Resources Office may attend the meetings. This is an appropriate subject for special conferences.

DATE: March 2, 1995



Wallace VanHouten
President, Local 2074
A.F.S.C.M.E.



D. Scott Richardson
Assistant Vice President for
Human Resources
G.V.S.U.

LETTER OF AGREEMENT

ARBITRATION AND WORK SCHEDULE DIFFERENTIAL

The parties agree that the University will not alter schedules for the purpose of avoiding to pay witnesses and grievants for attending an arbitration hearing. Likewise, the University will not alter schedules for the purpose of avoiding the work schedule differential.

The parties agree that although the University retains the right to assign witnesses and grievants to perform the duties of their position while they are not testifying in an arbitration hearing, the University does not intend to interfere with the Union's ability to use witnesses.

DATE: March 2, 1995



Wallace VanHouten
President, Local 2074
A.F.S.C.M.E.



D. Scott Richardson
Assistant Vice President for
Human Resources
G.V.S.U.

LETTER OF AGREEMENT

LOSS OF TIME AND UNION BUSINESS


The parties agree that except for reasons specifically identified in the Contract staff members will continue to be required to take lost time for Union business requiring time away from work. As in the past such lost time must receive supervisory approval in advance of being taken.

Recognizing the need for continued cooperation between the parties the University agrees to pay for lost time for Union business on the following conditions:

- A) The lost time has been approved in advance.
- B) The Union will promptly reimburse the University for such lost time at the employee's pay rate multiplied by the hours of lost time, plus twenty (20) percent. (The additional amount reflects the University's cost of necessary payroll taxes and insurances.)
- C) Lost time hours for Union business will not be counted as hours worked for overtime purposes, benefit purposes, or any other purposes.
- D) The University will only pay for approved lost time taken during regularly scheduled work hours. The University will not pay for Union business outside of scheduled work hours.

The University reserves the right to cancel this Letter of Agreement at any time for any purpose. If the Union fails to reimburse the University for any reason, the University reserves the right to deduct the amount in question from the Union dues collected by the University for the Union.

DATE: March 2, 1995



Wally VanHouten
President, Local 2074
A.F.S.C.M.E.



D. Scott Richardson
Assistant Vice President for
Human Resources
Grand Valley State University

LETTER OF AGREEMENT

THE UNION'S PROPOSAL REGARDING TESTING

The Parties agree to establish a joint committee to study and give advice regarding the testing issue to the extent testing might be considered as one part or factor in the hiring process. The Committee would be advisory and management would retain its judgment and current rights regarding hiring decisions. The Committee would be established some time after 6 months from the executive of this agreement.

DATE: March 2, 1995



Wally VanHouten
President, Local 2074
A.F.S.C.M.E.



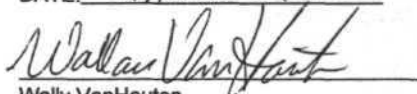
D. Scott Richardson
Assistant Vice President for
Human Resources
Grand Valley State University

LETTER OF AGREEMENT

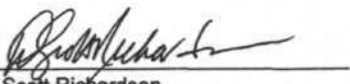
The University agrees that in the event of a layoff, the four current bargaining unit members, will be allowed to displace less senior bargaining unit members, where appropriate, within the Eberhard Center operation and within the Allendale campus operation. Bargaining unit members hired at the Eberhard Center after these four employees will be allowed to displace the least senior employee within the Eberhard Center operation but not within the Allendale Campus or Meadows Golf Club operation.

In no event will Allendale Campus or the Meadows Golf Club bargaining unit employees displace Eberhard Center bargaining unit employees.

DATE: March 2, 1995



Wally VanHouten
President, Local 2074
A.F.S.C.M.E.



D. Scott Richardson
Assistant Vice President for
Human Resources
Grand Valley State University