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9/30/99



clerical office technical association
Michigan Education Association - National Education Association

Agreement

between

Grand Valley State University

**Grand Valley
Clerical Office Technical Association**

and the

Michigan Education Association - National Education Association

10/1/96 - 9/30/99

Grand Valley State University

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AGREEMENT

This Agreement entered into this 20th day of December, 1996, between the Board of Control of Grand Valley State University (hereinafter referred to as the "University") and the Grand Valley Clerical, Office, Technical Association - Michigan Education Association - National Education Association (hereinafter referred to as the "Association").

Section 1 Purpose and Intent

- 1.1. The general purpose of this Agreement is to set forth terms and conditions of employment and to provide a satisfactory and orderly means to the solution of employee and employer problems. The parties recognize that the primary function is to serve the educational needs of the State of Michigan.

Section 2 Recognition

- 2.1. Legal Basis. The Michigan Employment Relations Commission having conducted a representation election on January 30, 1979 and having certified the Association as the exclusive bargaining agent, the University does hereby recognize the Association as the exclusive representative for all employees in the unit as described in Section 2.2. of this Agreement 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. This Agreement shall be applicable for all of the regular full and part-time employees in clerical, office, technical and engineering classifications as listed in Appendix A of this Agreement, excluding supervisors, faculty, executive, administrative and professional employees, physical plant operations employees, campus safety and security employees, confidential employees, all temporary employees and all other employees.
- 2.3.1. Probationary Period. The normal probationary period shall be four (4) months in length. Unusual circumstances shall necessitate a sixty (60) day extension of the probationary period. The individual shall be notified in writing with the reasons given for such an extension. The Association shall be given notice of all extensions. Failure to provide proper notices shall automatically cause the individual to be placed on non-probationary status. Temporary employees will be given credit towards completion of the probationary period for continuous previous employment if hired in the same position (title and unit) on a regular basis.
- 2.3.2. Full-time Employees. The term "full-time employee" shall mean an employee whose normal schedule of work is thirty (30) hours per week or more on a regular basis. The University shall not reduce hours on an across the board basis.
- 2.3.3. Part-time Employees. The term "part-time employees" shall mean an employee whose normal schedule of work is less than thirty (30) hours per week and is twenty (20) hours or more per week on a regular basis. Any employee whose normal schedule averages less than

twenty (20) hours per week, but nevertheless, has a regular weekly schedule of 8 hours or more, shall be covered by this Agreement, but shall be considered a limited part-time employee and will not be eligible to participate in the fringe benefits provided by this Agreement.

If requested by the Association President, the University will provide to the Association, up to twice each year, a report of hours worked by part-time employees. If requested by the Association President, the University will meet with the Association to discuss the hours worked by part-time employees.

- 2.3.4 Academic Year Employees. The term "academic year employee" shall mean an employee holding a bargaining unit position that has been designated by the University as an "academic year position." An "academic year position" shall mean a position that has a normal work schedule that is dependent upon the University academic calendar and is normally less than twelve (12) months.

Academic year work schedules will be arranged by the immediate supervisor and the Human Resources Office and shall be at least 32 work weeks per twelve (12) months. Schedules will be provided in writing upon the commencement of employment in such position and upon any substantial change thereafter, with a copy to the Association.

An employee in an academic year position shall be eligible for fringe benefits depending upon his/her status as full-time or part-time and as expressed elsewhere in this Agreement.

Any employee in a position that is changed to an academic year position while said employee is in the position shall have the right to remain in the position or to elect the rights provided in Section 7.2.

- 2.3.5. Student Employees. It is recognized by the Association 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 an employee covered by this Agreement be laid off or take a reduction in pay as a result of student employment in that part of the bargaining unit in which the lay off or reduction occurred.

- 2.3.6. Temporary Employees. While temporary employees are excluded from the bargaining unit, in the event a temporary employee is hired to work for more than six (6) consecutive months, the Human Resources Office shall notify the President of the Association. Such notice shall identify the temporary employee, the position and how long the temporary employee is expected to work.

After such notice, the Association may request a meeting to review the need for the temporary position, and discuss the future of the temporary position. This section is not intended to limit the University's right to use temporary employees for recurring short-term requirements.

Section 3 Responsibilities of Agreeing Parties

- 3.1.1. Solicitation and Association Activities. The Association agrees that it will not solicit employees for membership, payment of dues or conduct Association business on the University's time, excluding lunch breaks and rest periods or those involved in those activities. The Association shall have right to use available University facilities and ordinary typewriting and duplicating equipment outside regular working hours. Advance approval must be obtained at least forty-eight (48) hours prior to the scheduled use of facilities. Paper and copy costs are to be paid. No charge shall be made for use of rooms. The University may charge the Association for special custodial services when necessary, damages to equipment, facilities and other properties when attributable to such use. Association members shall have the right to distribute a reasonable amount of official material by bulk distribution to other members (copy to Human Resources Office) as long as such distribution does not interfere with the normal operation of the work area or the performance of employees. Whenever representatives of the Association are scheduled to participate in conferences, meetings or negotiations with the University by mutual agreement during working hours, they shall suffer no loss of pay.
- 3.1.2. Strikes, Lockouts and Interference. The Association and its officers and agents agree that they shall not authorize or conduct a strike against the University during the life of the Agreement. The Association and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slowdowns, work stoppages or any other acts of a similar nature. In the event of the violation of this provision, the Association will take action to remedy or terminate such violation. The University agrees that it will not engage in a lockout for the life of the Agreement.
- 3.1.3. Discrimination. The Association agrees that it will not in any way, in matters of membership, administration of union affairs, or in the administration of this Agreement, discriminate against qualified employees 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 Association and 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.
- 3.1.4. Financial Information. The University shall make available to the Association, upon request, the bi-monthly budget report to the Board of Control.
- 3.2.1. University's Responsibilities. The University reserves and retains its management rights and functions. 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 operations, methods, means or facilities;
3. The right to hire, schedule, promote, reassign, transfer, release, and lay off 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 no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as a result of outside contracting of the bargaining unit work. However, this provision does not apply to individuals laid off as a result of outside contracting of an operation as described below.

In the event that the University is considering outside contracting of a University operation employing COTA bargaining unit member(s) (e.g. printing services, bookstore, Public Broadcasting, etc.), the University will call a special conference with the Association at least one (1) month prior to the official notice of the operation's close-down. The University will make available all data and information upon which the close-down was based. The Association shall be given an opportunity to respond to any University proposal and such response will be given consideration by the University. In the event the University decides to go ahead with the an operation's close-down involving position(s) represented by the bargaining unit, then the Association and the individual(s) involved shall be given notice as follows:

less than 2 years of service - 1 month's notice
2 years, but less than 5 years of service - 2 months' notice
5 years, but less than 10 years of service - 3 months' notice
10 or more years of service - 6 months' notice

The University may continue the individual's pay, for the period specified above or any portion of that period, in lieu of the notice.

The University shall provide the following to each bargaining unit member whose position is eliminated as a result of outside contracting:

1. Full rights under Section 7 of this agreement.
2. Outplacement services provided through the University's Career Services Office.
3. The University will pay for the first 2 months of COBRA medical and dental benefits.
4. Full credit for seniority earned in the event the employee returns to their position.

5. For employees hired prior to January 1, 1997, the University will consider employees vested in the GVSU COTA Retirement Plan provided the individual has 7 years of service as of the date of notice.

These rights of management are subject to the terms and conditions of this Agreement.

- 3.2.2. Discrimination. The University agrees that it will not discriminate against any qualified employee in matters 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 Association 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. Discipline. The University recognizes that all discipline must be work related and will only be given for just cause. Discipline includes warning, disciplinary layoffs, reductions in rank or discharge. Suspension may occur to allow time for an investigation. If no discipline results, pay will not be interrupted during suspension. The employee shall be entitled to Association representation on request when discipline is imposed, provided it is available.

- 3.2.4. Complaints. Complaints of unfair treatment may be filed by the employee with the Human Resources Office or with the Dean/Officer of their unit. All complaints will be reviewed and answered by the Officer with whom the complaint was filed.

Section 4 Association Security

- 4.1. Membership. Any bargaining unit member who is not a member of the Association in good standing, or who does not make application for membership upon completion of probation or thirty (30) days after this Agreement, whichever is later, shall, as a condition of employment, pay as a service fee to the Association or the G.V.S.U. Scholarship Fund, an amount equivalent to the dues uniformly required to be paid by members of the Association, but not including any amount designated for partisan, political or ideological purposes. The Association shall have sole responsibility for enforcement of this provision and agrees to hold the University harmless for any and all claims or expenses or liability relating to this provision. The Association shall provide its legal counsel for any such claims.

- 4.2. Check-off Authorization. The University will honor voluntary check-off of dues or payment deduction authorizations submitted in writing to the University on the form provided for this purpose, with the form identifying the purpose, amount and frequency of the deduction. 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 payroll deduction form and who received paychecks at that time. The total amount deducted shall be sent to the

Association along with a list of persons for whom deductions were made. The University shall have no responsibility for the collection of initiation fees, special assessments nor for collection of dues, except as provided herein. Any employee may cancel the 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 be effective the next following pay period. The University shall not be liable to the Association 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 and made from wages earned by employees. The amount to be deducted may be changed one time each twelve (12) months for all covered employees. The Association shall hold the University harmless and indemnify the University for any claims or expenses or liability incurred relating to the deductions provided for herein. This clause shall be effective prospectively only and shall remain in effect for the term of this Agreement.

Section 5 Association Representatives

- 5.1. Notification. The Association will notify the University of the names and areas represented by Association grievance representatives and also the name of the current officers. The list will be provided at the beginning of each calendar quarter and will be kept up-to-date by the Association and the University will be notified as changes occur.

Section 6 Grievances

- 6.1. Definition. A grievance is defined as a disagreement concerning the interpretation and application of the provisions of this Agreement or disciplinary action.

- 6.2. Procedure.

Step 1. When an employee(s) has a grievance, the employee(s) (or Association if the employee(s) so requests) shall first talk with the supervisor about the grievance no later than ten (10) calendar days after learning of the incident upon which the grievance is based. (If the grievance involves a termination, the employee will go directly to Step 2.)

Step 2. If the grievance is not resolved in Step 1, and the employee wishes to proceed further, the employee has ten (10) calendar days to appeal, in writing, the grievance to the Human Resources Office. The employee shall identify the section of this Agreement which has been violated and the remedy requested. The Human Resources Office representative has ten (10) calendar days after receipt of the appeal to hold a meeting with the employee and the supervisor to discuss the grievance. After the meeting is held, the Human Resources Office's representative will communicate an answer, in writing, to the employee within ten (10) calendar days.

Step 3. If the grievance is not resolved at Step 2 and the employee and Association wish to proceed further, they have ten (10) calendar days to appeal the grievance to the Human Resources Office. The Human Resources Office has ten (10) calendar days after receipt of the appeal to hold a meeting to discuss the grievance. After the meeting is held, the Human Resources Office's representative will communicate an answer, in writing, to the employee and the Association within ten (10) calendar days. This Step 3 meeting shall not include the supervisor(s) of the grievant nor the grievant.

Step 4. Arbitration. If the grievance is not resolved at Step 3 and the employee and the Association wish to request arbitration of the grievance, they shall do so in writing no later than thirty (30) calendar days from the date of that Human Resources Office answer. The parties shall attempt to select an arbitrator within ten (10) calendar days from the date of the request for arbitration. In the event the University and Association cannot agree upon an arbitrator within that time, the arbitrator shall be selected from an acceptable list obtained from the American Arbitration Association. 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 or her discretion for that of the University or the Association, nor shall the arbitrator exercise any responsibility or function of the University or the Association. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Association except those expenses associated with compensating the representatives and witnesses. 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 Association and its members, the employee or employees involved, and the University. The Association and the University will discourage any attempt to 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 and the Association meeting and arriving at mutually agreed upon binding decisions prior to arbitration.

- 6.3. Time Limits. The time limits may be extended by mutual consent. Grievances not processed in accordance with prescribed time limit shall be barred. Should the University fail to meet the time limit the grievance may be advanced to the next step.
- 6.4. Individual and Association Rights. An employee may request that an Association representative be present at any grievance meeting. 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 Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.
- 6.5. Association Grievance. If the Association has a grievance which is not an appropriate grievance under Section 6.2 of the grievance procedure, a meeting shall be held between the parties to discuss and attempt to resolve the matter before utilizing any other forum. Upon written request of the Association within 10 days from the date of occurrence of the incident giving rise to the grievance, a meeting shall be scheduled as soon as possible at a mutually agreed upon time and place. If the parties are unable to resolve the grievance, the parties will attempt to mutually agree on the manner and forum in which to resolve the grievance.

Section 7 Reduction in Force

- 7.1. Reduction by Attrition. The University agrees that should a reduction in force be required, the University will make a good faith effort to do so through attrition.

7.2. Further Reduction. If the University is unable to accomplish the necessary task by attrition, the University shall select the area(s) of reduction. The University may reassign employees affected by the reduction to open positions provided that if the employee is assigned to a position with a lower pay rate, the employee's rate before assignment is maintained for nine (9) months, after which they will go to the rate of the job assigned. Full-time employees shall not be required to accept assignment to part-time positions. If no reassignment is made at the time of layoff the employee affected may by notifying the Human Resources Office in writing within ten (10) calendar days of layoff notice choose to:

- A. Move to any open similar or lower rated job for which he/she is qualified. The employee will be paid the rate of the job effective with the move; or,
- B. Bump into the position of the least senior person in the same job title or the least senior person in the same or any lower compensation classification (having less seniority than the employee bumping) provided they bump within the same full-time or part-time category and will be paid the rate of the job effective with the move, provided the employee is qualified; or,
- C. Elect a voluntary layoff.

Failure to notify the Human Resources Office within the prescribed period of time will place the employee in choice C.

Minimum posting requirements for the position shall determine the required qualifications. If it appears the person is qualified, the University may use up to a twenty (20) day trial to determine whether the position should be a permanent assignment. Failure during the trial period will result in the employee being placed on layoff subject to the recall rights of Section 7.5. An employee refusing reassignment shall be considered to have quit. In the event this occurs, the President of the Association shall be immediately notified.

Employees that are not academic year employees shall not be required to accept assignment to academic year positions. Academic year employees shall not be required to accept assignment to positions that are not academic year positions. Academic year employees that are bumped or are in a position that is affected by a reduction may only bump into other academic year positions (in addition to choices A. and C. above); provided that the least senior academic year employee shall not be affected by this paragraph.

7.3. Notice of Reduction. Non-probationary employees will be given a minimum of fourteen (14) calendar days notice prior to reduction in force. If fourteen (14) calendar days notice cannot be given, severance pay will be provided in lieu of notice for each work day lost during the fourteen (14) calendar day period.

7.4. Employees on Layoff. Employees on layoff shall be entitled to purchase health and/or dental benefits in accordance with applicable COBRA guidelines. Employees on layoff shall be entitled to purchase life insurance benefits at the group rate, for the length of layoff.

- 7.5. Recall. Employees on layoff or reassigned to a position under the provisions of 7.2 shall be entitled to recall to an available open position in the same job title for eighteen (18) months, or the length of their seniority, whichever is lesser. Recall shall be in the order of seniority, provided the employee is qualified for the position. Employees on layoff may be reassigned to open positions provided that if an employee is reassigned to a position with a lower pay rate than their rate at time of layoff, the employee shall be paid their rate prior to layoff for six (6) months. After six (6) months employees will go to the rate of the job assigned. Full-time employees shall not be required to accept assignment to part-time positions. Recall and reassignment notices shall be made in writing to the last address furnished the Human Resources Office. A copy of the notice shall be sent to the President of the Association. An employee refusing recall or reassignment under these provisions shall be considered to have quit.

Section 8 Seniority

- 8.1. Definition. For the purpose of this Agreement, "seniority date" will mean the day on which an employee last began employment in a bargaining unit position at the University.
- 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 where applicable in this Agreement. A seniority list shall be provided to the Association President on request, but not to exceed six (6) times per year.
- 8.3. Loss of Seniority. An employee shall lose seniority if:
1. The employee retires, is discharged or quits (an employee shall be considered to have quit on the last day worked if such employee is absent from work three (3) or more consecutive working days without a contractually acceptable excuse).
 2. The employee does not return to work upon the expiration of a leave of absence without a contractually approved excuse.
 3. The employee fails, without an approved reason, to return from layoff within ten (10) calendar days after being notified or recalled by the University.
 4. The employee has been on layoff for a period longer than eighteen (18) months, or the employee's length of seniority, whichever is less.
 5. The employee has accepted a permanent non-bargaining unit position with the University.
- 8.4. Probationary Employees. The University may discharge or discipline probationary employees for such cause and in such manner as it, in its sole and absolute discretion, deems appropriate and in the best interest of the University. Such discharge or discipline shall not be subject to the grievance procedure of this Agreement. The University shall have no obligation to re-employ an employee who is discharged during the probationary period. While probationary employees may be included in lists, there shall be no seniority among probationary employees.

- 8.5. Vacancies and Transfers. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a bargaining unit member which needs to be filled, or a newly created position within the bargaining unit. All vacancies will be posted unless filled by reassignment or recall of a laid off employee. Notice of vacancies will be given to the Association Secretary at the time they are posted on the University's electronic bulletin board and will be simultaneously posted at the Human Resources Office. A vacancy will not be filled until four (4) working days after it is posted on the University's electronic bulletin board or other communication method with similar distribution. The position may be filled temporarily pending a permanent assignment.

When two people are equally qualified for the vacant position, based on a current position description and satisfactory work and attendance, the more senior qualified employee will receive the assignment. No person who receives an assignment under this Section will be entitled to consideration for another vacancy for a period of six (6) months. Persons assigned will be required to establish that they can do the job within five (5) working days. Failure to qualify shall result in returning the person to the former position. The employee shall also have the option to elect to return to his or her former position within five (5) working days.

Nothing contained in this Section is intended to prevent the University from making necessary changes in positions, eliminating positions or creating new positions.

Transfer shall be with the consent of the employee whenever possible but when there is no other reasonable alternative, it may be involuntary. When involuntary transfer is required, the least senior qualified employee shall be transferred to a similar position (i.e., title, full or part-time) or be given the option of electing an unpaid leave of absence with eligibility only for the next vacancy in their title. That person shall be disqualified from consideration when the position from which they were transferred is posted.

- 8.6. Affirmative Action. The seniority provisions of this Agreement are subject to the University's affirmative action plan.

Section 9 Working Hours

- 9.1. Regular Week. A regular full-time week shall be determined by the University and consist of forty (40) hours per calendar week which shall normally consist of five (5) consecutive days of eight (8) hours each day on the same shift, followed by two (2) consecutive days off work. There shall be a minimum of eight (8) hours for shift turnaround time; and time and one-half shall be paid for all regular hours worked within that eight (8) hour period. Only regular hours shall be considered for the purpose of determining the eight (8) hour turnaround period. Other working schedules may be arranged by the supervisor and the Human Resources Office after consultation with the directly affected employees. Academic year schedules will be arranged by the supervisor and the Human Resources Office. COT summer schedules may be arranged by the Human Resources Office after consultation with the Association. Employees electing reduced summer schedules will maintain their normal fringe benefits.

- 9.2. Shift. A full-time shift shall normally consist of a nine (9) consecutive hour time period, determined by the University, of which one hour shall be used for a lunch period without compensation. A one-half hour lunch period may be substituted for the one hour lunch period with prior approval of the supervisor. With the approval of their supervisor and the Human Resources Office, schedules of less than forty (40) hours per week or a shift change may be elected by employees.
- 9.3. Breaks. Full-time employees will be eligible for a fifteen (15) minute break period near the middle of each half of a normal day. Part-time employees will be eligible for comparable break periods.

Section 10 Monetary Compensation

- 10.1. Basis for 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 the position title and the compensation classification 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. Rates for Jobs. Employees shall be given position descriptions upon ratification of this Agreement. Should an employee believe that he or she is improperly placed on the wage schedule, relief may be sought through the grievance procedure. The University shall have the right to alter or amend position descriptions and create and eliminate positions. The Association shall be notified when such changes are made and shall have the right to negotiate the rate for the new and/or substantially amended position. Should the University and the Association fail to reach agreement on the new rate, the dispute shall be submitted to arbitration for resolution. The arbitrator will be empowered to assign it to an existing compensation classification range on the basis of the relative value of the new or substantially changed position in comparison with the existing positions. The grievance on such a dispute must be filed in writing within ten (10) calendar days after failure to reach agreement through negotiation. If the Association has not objected to the proposed rate for a new or substantially amended position description within twenty (20) day after it was submitted to the Association, agreement shall be assumed.
- 10.3. Change in Position. Employees promoted will be placed in the compensation classification range of the position, effective with the date of promotion. Step placement will be maintained regardless of the number of compensation classification ranges promoted.
- 10.4. Payment. All compensation shall be based only on time worked or on the application of appropriate staff benefits. Employees shall receive regular paychecks bi-weekly, no later than the middle of the second week following completion of a bi-weekly pay period. Deductions from that check shall include only items authorized in writing by the employee or required by law, or required by this Agreement and permitted by law, or money to which the employee was not entitled.

- 10.5. Overtime Pay. All employees shall be eligible for approved overtime at the rate of one and one-half their hourly rate for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and any overtime hours worked on Sunday will be paid at two (2) times their hourly rate.

Hours normally scheduled but not worked because an employee is on a holiday or a vacation or salary continuation shall be treated as hours worked for the purpose of computing overtime pay.

- 10.6. Call-in Duty. An employee reporting for call-in duty at the University's request, for work which is outside of and not continuous with the normal shift shall be guaranteed three (3) hours pay or three (3) hours work at the rate of one and one-half (1 1/2) times his/her equivalent hourly rate. In the event employees are requested to wear a beeper, the Association and the University shall negotiate the circumstances for wearing the beeper and the applicable rate of pay.

- 10.7. Shift Differential. Employees who work on the second or third shift shall receive, in addition to their base rate of pay, thirty-five cents (\$.35) per hour and forty-five cents (\$.45) per hour respectively. Beginning October 1, 1995, employees who work on the second or third shift shall receive, in addition to their base rate of pay, forty cents (\$.40) per hour and fifty (\$.50) per hour respectively. Such differentials are to be added to the total wages and does not increase the base rate of pay and will be paid for all hours worked on a shift. A person shall be deemed to be working on the shift in which the majority of his/her hours worked fall on that day. A person whose hours are equally divided between two shifts shall receive the average of the two rates for all hours worked.

For the purposes of this section, the shifts will be as follow:

1st Shift	8:00 a.m. - 4:00 p.m.
2nd Shift	4:00 p.m. - Midnight
3rd Shift	midnight - 8:00 a.m.

- 10.8. Premium Pay. In no case shall premium pay be paid twice for the same hours worked, except that shift differential shall not be considered to be premium pay for this purpose. In the event that two or more premium pay provisions apply to the same hours worked, the highest premium rate shall determine the amount paid.

- 10.9. Rate of Position. Employees will be paid an established rate within the compensation classification range the position is assigned to. New employees may be given step credit for previous relevant experience, beyond the minimum requirements of the position, on no more than a one (1) to two (2) ratio for the time on the previous job. The Association President shall be notified in writing of each new employee and the step credit granted. Rehired employees shall be given full step credit for all previous experience at the University, if they are rehired within eighteen (18) months into the same or lesser classification as their previous classification.

Section 11 Leave of Absence

- 11.1. Leave of Absence Without Pay. A leave of absence without pay may be granted to an employee for personal reasons for a period of up to six (6) months. A request for a leave of absence shall be submitted in writing, to the Human Resources Office, stating the reason for the request. The conditions under which the leave is granted shall be specified by the University. Special consideration shall be given to child care requests, and extensions beyond six (6) months may be granted by the University on a case-by-case basis depending on need. A leave of absence for less than one (1) month will be considered as lost time and is subject to the approval of the supervisor.
- 11.2. Employees on Leave of Absence. Employees on a leave of absence of more than one (1) month shall be entitled to purchase health and/or dental and/or life insurance benefits at the group rate. Such employees shall be placed in their previous position, if available, or if not, in the first available position, if qualified, that is substantially equivalent (i.e., same classification, similar hours) to their previous position.
- 11.3. 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. The approved holidays for the term of this Agreement, are listed below (including the Friday preceding any listed holiday which falls on Saturday and the Monday following any listed holiday which falls on Sunday). The holidays are:

New Year's Day	Day following Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Thanksgiving Day	

Two (2) floating holidays scheduled during the Christmas break; plus up to two (2) additional floating holidays scheduled during the Christmas-New Year's break, if the University is officially closed.

Employees wanting Good Friday off may use lost time or a vacation day, at their discretion, by advance arrangement with their supervisor.

When a holiday falls on a Saturday, causing the Friday to also be considered a holiday, only one day's holiday pay will result, likewise when a holiday falls on a Sunday, causing the Monday to also be considered a holiday.

12.1.2. Work on a Holiday. Employees required to work on an approved calendar holiday, in addition to holiday pay, will be compensated at the rate of two (2) times their regular hourly rate for all hours worked on the calendar holiday.

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

- A. Is a regular or probationary full-time or part-time employee on the day of the holiday;
- B. Worked all of the hours of his or her last scheduled work day prior to and all of the hours of his or her next scheduled work day after the holiday unless absent with a contractually acceptable excuse, (i.e., approved lost time, salary continuation, vacation, jury duty or snow day);
- C. Is not receiving salary continuation, short-term disability, long-term disability, worker's compensation, or is on an unpaid leave of absence or layoff at the time of the holiday;
- D. Worked on the holiday if scheduled to work on that day, unless excused by his/her supervisor.
- E. Is not an academic year employee who is on his or her scheduled break at the time of the holiday.

12.1.4. Holiday Pay. Holiday pay shall be eight (8) hours if full-time or four (4) hours if part-time, at the employee's hourly rate.

12.2. Vacation.

12.2.1. Allowance and Accrual.

- A. Weekly Accrual: Regular full-time and regular part-time employees accrue .05 hours of vacation time for each regular hour worked.
- B. Annual Accrual Full-Time: During the first calendar year of service, regular full-time employees earn an additional day of vacation to be credited at the beginning of the second calendar year of service. For each additional calendar year of service an additional day will be credited up to total of twenty (20) vacation days per year.
- C. Annual Accrual Part-Time: During the second calendar year of service, regular part-time employees earn an additional half-day of vacation to be credited at the beginning of the third calendar year of service. For each additional calendar year of service an additional half-day will be credited up to a total of ten (10) days vacation per year.
- D. Vacation Carry Over: These extra hours shall be credited at the beginning of the appropriate calendar year (January). No more than one hundred sixty (160) hours (eighty (80) hours for part-time employees) of earned vacation may be carried from one calendar year to the next calendar year.

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 normally be granted when requested. Should vacation requests cause a hardship employees may be denied use. Seniority shall determine who can go when limitations are required on usage in that unit, unless the vacation was previously approved by the supervisor.
- 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. Operating unit 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 upon leaving the employ of the University provided that the employee gives at least two (2) weeks notice of his or her intention to leave. Vacation time shall not be used to continue employment beyond the last day worked for the University.

12.3. Income Protection.

12.3.1. Salary Continuation. Regular full-time employees who have completed six (6) months of employment shall have the first ten (10) working days of any disability fully paid. Regular full-time employees who have completed one (1) year of employment shall have the first twenty (20) working days of any disability fully paid. Eligibility for a full ten (10) or twenty (20) days of salary continuation shall be restored for any disability after the employee has returned to work for five (5) full consecutive working days. Regular full-time employees with less than six (6) months service will have one day per calendar month of salary continuation, if needed (non-accumulative). Regular part-time employees will only receive salary continuation for the actual number of hours missed due to a disability up to a maximum of forty (40) working hours per calendar year. Working hours are defined as the number of hours the part-time employee is scheduled to work.

12.3.2. Miscellaneous Provisions Regarding Salary Continuation.

- A. The employee shall notify his or her supervisor of an absence in advance and shall state the expected duration thereof when possible.
- B. If requested by the University, acceptable proof shall be furnished regarding the need for the absence. The University will then determine whether the reason qualified for use of salary continuation.
- C. Employees engaging in other employment or profit making activities while collecting salary continuation may lose rights to salary continuation as well as to continuation as an employee of the University.

It is clearly intended that salary continuation as herein provided is primarily intended to protect the income of employees while disabled. It is clearly intended that no use of salary continuation may be beyond what is considered reasonable for the specific situation.

12.3.3. Usage of Salary Continuation. Salary continuation may be used for:

- A. Employee or employee's child, spouse or parent's illness or injury, hospitalization and appointment pertaining to health.

- B. Impending death of employee's parent-in-law to a maximum of three (3) working days, if needed.
- C. Death of employee's child, stepchild, foster child, spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandchild, grandparent or grandparent-in-law to a maximum of five (5) working days, if needed. Extension may be granted in extenuating circumstances by the Human Resources Office.
- D. Attendance at a funeral of a relative other than above (maximum of one (1) day).
- E. With the supervisor's approval, an employee may be released from work for that part of that day needed to attend the funeral of an employee of the University.
- F. Employees may use salary continuation for days the University is officially closed due to inclement weather. Essential service employees (WGVU/WGVK-TV, switchboard operators and nurses) must contact their supervisor as soon as possible. One additional day may be used by each eligible employee each calendar year, if necessary, due to inclement weather, subject to the provisions of 12.3.3.

12.3.4. Short-Term Disability. The University shall continue to 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) days and less than six (6) months, subject to the conditions of the master policy. The benefit formula in the master policy (75% of the base weekly rate, no maximum) shall not be reduced for the term of this Agreement.

12.3.5. Long-Term Disability. The University shall continue to provide regular full-time employees a program of long-term disability for those absences caused by illness or injury for a period longer than six (6) months, subject to the conditions of the master policy. Benefits shall not be reduced for the term of this Agreement.

12.3.6. Disability Retirement Credit. The University shall provide for continued participation in the appropriate University's retirement program for any eligible employee receiving benefit units under its disability program.

12.4. Retirement.

12.4.1. Retirement Plan. The employees covered by this Agreement shall be eligible to participate in the Clerical, Office and Technical Employees Retirement Plan, as amended, for the term of this Agreement. The Plan shall not be terminated or amended so as to adversely affect the rights and/or benefits of any participant during the term of this Agreement except as may be required by law.

- 12.4.2. 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 officials and 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.

12.5. Insurance.

- 12.5.1. Health. The University shall make available health insurance to the employees covered by this agreement to the same extent and in the same manner and at the same employee costs 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.

The University retains the right to make changes to the health insurance plans it offers provided that the changes are the same for each employee group. The University will notify the COTA of and discuss with the COTA changes prior to making the change.

- 12.5.2. Dental. The University shall make available dental insurance to the employees covered by this agreement to the same extent and in the same manner and at the same employee costs 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.

- 12.5.3. Life. The University shall continue to make available a group life insurance program. The program shall be the same basic program as applicable to the University's other employees except the minimum life and accidental death and dismemberment insurance amount will each be the greater of \$20,000 (\$10,000 for part-time employees) or a base salary (base hourly rate times 2,080 for full-time employees and base hourly rate times 1,040 for part-time employees) amount rounded to the nearest \$100.

- 12.5.4. 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 employee groups and employees.

- 12.6. Uniforms. The University agrees to provide working uniforms without cost to the employees, if they shall be required.
- 12.7. Worker's Compensation. In case of injuries compensable under worker's compensation, salary continuation may be charged to the extent that these payments fail to equal the employee's regular earnings. Total payments shall not exceed an amount equal to twenty (20) days of salary per disability.
- Work-related injuries or illness must be reported to the Human Resources Office as soon as possible, normally within 24 work hours, after the injury or illness has been sustained by the employee or as soon as possible after the injury or illness has become known to the affected employee. The employee shall complete an "Employee Report of Injury" form and return it to the Human Resources Office.
- 12.8. Tuition Reduction Programs.
- 12.8.1. Academic Participation for Staff and Retirees. A regular employee 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. The materials describing the program are available through the Human Resources Office.
- 12.8.2. Reduced Tuition for Spouses and Eligible Dependents of Staff and Retirees. Spouses and eligible dependents of regular employees and retirees are eligible for a fifty percent (50%) reduction of their tuition costs for all Grand Valley State University courses. Spouses and eligible dependents of regular employees and retirees who use this benefit are subject to the admission and academic requirements of the University. The materials describing the program are available through the Human Resources Office.
- 12.9. Association Leave. A fund of 200 hours per contract year may be used to pay Association members for grievance processing, attending meetings and other Association activities necessitating time away from work. Such activities other than grievance processing require one week prior notice to the employee's supervisor. Association members must obtain proper authorization from their supervisor(s) before they absent themselves from their work area. Such authorization shall not be unreasonably delayed.
- 12.10. I.D. Cards. Each employee will be issued an identification card which must be surrendered upon termination. This card shall be used as identification when borrowing library books, cashing checks, for admission to free concerts and free athletic events and other occasions requiring identification.

- 12.11. Attendance at Community Events. The University encourages members of the COT staff to participate in the University's community events not directly job-related during office hours whenever such attendance does not unreasonably interfere with the ongoing work. Different events will appeal to different segments of the staff and not every person who desires may attend. It is the intent of the University to allow each COT employee to use up to eight (8) hours per year for such events. Each employee must have his/her supervisor's permission. Participation beyond the eight (8) hours during office hours may be arranged through the supervisor with the use of an appropriate amount of vacation or lost time.
- 12.12. Jury Duty. An employee who loses time from his assigned responsibilities because of jury duty will receive the difference between pay for jury duty and regular pay, provided the employee works as much as possible when not on jury duty.
- 12.13. 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.
- 12.14. Travel Expense Reimbursement. If an employee is authorized by the University to travel off-campus, the employee will be reimbursed for expenses at a rate and in the same manner consistent with the Grand Valley State University Travel Policy. Employees who use their own personal vehicles for University business shall be reimbursed for mileage in the same manner consistent with the Grand Valley State University Travel Policy. (Note: This shall include travel between the Allendale Campus and other Grand Valley State University sites.)
- 12.15. The Family Medical Leave Act. The Family Medical Leave Act will be followed in administering benefits. Contract provisions that provide greater benefits will be followed.

Section 13 Miscellaneous Provisions

- 13.1. Other Work Assignments. When an employee's position has been temporarily eliminated or substantially reduced during slow periods, he or she may be assigned to other tasks without an increase or decrease in regular pay until the end of the slow period. Such involuntary transfers shall be held to a minimum.
- 13.2. Safety. Employees are expected to observe all safety procedures and rules, use any designated safety equipment in the performance of their jobs, use care in their work to minimize hazards to themselves and to others, and to report unsafe conditions to their supervisor or the University's safety committee. Any injuries occurring on the job must be reported to the supervisor immediately. The University will take reasonable steps to investigate and remedy unsafe conditions which have been reported. The University recognizes its obligation to follow all federal and state laws and regulations.

- 13.3. Complete Agreement. It is the intent of the University and the Association that the provisions of this Agreement supersede all prior agreements and understandings, oral and written, expressed or implied, and shall govern the entire relationship for the length of this Agreement. 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. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by such ruling is overturned. However, all other provisions of this Agreement shall continue in effect. The University and Association agree to discuss the effect of any legally negated provision.
- 13.4. Evaluation. If an evaluation procedure is used, the written evaluation will be shown to the employee before it is placed in the 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 process.
- 13.5. Personnel Files. At reasonable times a Bargaining Unit member shall have the right to review the contents of their personnel file, excluding initial references of the University pertaining to said individual originating prior to initial employment. Such review shall be limited to three (3) times per year, except when a grievance involves a Bargaining Unit member, and the review shall occur outside the employee's working hours. Any evaluative material originating after probation shall not be placed in a Bargaining Unit member's personnel record or file unless he or she has been given a copy of said material. The Bargaining Unit member may submit a written notation regarding such material. If a Bargaining Unit member is requested to sign material to be placed in his or her file, such signature shall be understood to indicate his or her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- 13.6. Parking. The University will provide open parking to employees covered by this Agreement. It is the University's intent to provide open parking as near to the employee's work area as possible, consistent with current practices.
- Discipline for job-related parking violations shall be subject to the "just cause" provisions of this Agreement.
- 13.7. Municipal Taxes. The University and Association recognize that employees may be subject to municipal taxes (e.g., Grand Rapids City Income Tax). Clerical, Office, and Technical employees will be treated in the same manner as all other University employees with respect to municipal taxes
- 13.8. Technology. In the event that the expansion of new technology makes skills obsolete, the University agrees to make reasonable efforts to make available training opportunities to employees to improve existing skills or develop new skills so that employees may better serve the needs of the University. Nothing in this Agreement shall be construed to limit the University's right to introduce new electronic technology.

- 13.9 Faculty/Staff Assistance Program. If the University continues to offer a Faculty/Staff Assistance Program (FSAP), employees covered by this Agreement will be eligible to participate. The primary objective of such a program is to provide an opportunity both for effective assistance and treatment of individuals in need of help, and for a more effective way of helping employees who are experiencing personal problems. Involvement in the FSAP will not jeopardize job security and/or promotional opportunities. All problems and records handled through this program will be treated in a strictly confidential manner.
- 13.10 Drug-Free Schools/Workplace. The Drug-Free Schools and Communities Act Amendments of 1989 and the Drug Free Workplace Act of 1989 requires that the University adopt and implement a program to prevent the illicit use of drugs and the abuse of alcohol by students, faculty and staff, and to provide a drug free workplace. Employees covered by this Agreement are subject to the University's Drug-Free Schools and Communities Act Amendments of 1989 and Drug Free Workplace Act of 1989 policy.
- 13.11 COT Staff Teaching and Presenting Programs. At various times Clerical, Office, and Technical (COT) staff may be asked to present various training programs (e.g., Academic Computing and Instructional Technology programs) outside of their identifiable duties and responsibilities during their regularly scheduled work hours. If a staff member is asked on occasion to present a program and volunteers, they will be permitted to do so without it affecting the status or compensation of their COT position.

If a COT staff member volunteers to teach a course on an adjunct basis to present a program for compensation during regularly scheduled hours, they will take lost time or vacation time for those hours and those hours will be considered outside the scope of their regular COT position. In no case will COT staff members receive their regular compensation and "special" compensation for teaching or presenting programs during their regular working hours.

Section 14 Ratification, Termination and Modification

- 14.1. Negotiations Procedure. Upon written notice given by one party to the other at least thirty (30) days in advance, negotiations for a successor agreement will begin. The Association and the University agree to negotiate over a successor agreement in good faith and make an effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. An Agreement so reached shall be put in writing, signed by the University and the Association and all shall apply to the entire Bargaining Unit.
- 14.2. Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Local President and if to the University, addressed to the Assistant Vice President for Human Resources, Grand Valley State University, or any such address as the Association or the University may make available to each other.
- 14.3. Termination. This Agreement shall become effective as of October 1, 1996, and continue in effect until September 30, 1999.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed: January 13, 1997

For the Association:


Negotiations Chairperson


Negotiations Committee


Negotiations Committee


Negotiations Committee


Negotiations Committee


Uniserve Director

For the University:


Assistant Vice President for Human Resources


Director of Staff Relations and Benefits

APPENDIX A
 Clerical, Office and Technical
 Position Titles and Compensation Levels

<u>Position Title</u>	<u>Compensation Level</u>
Cashier.....	C1
Clerical Aide.....	C1
Library Clerk.....	C1
Mini Print Operator.....	C1
Plant Operations Aide.....	C1
Switchboard Operator.....	C1
Accounting Clerk.....	C2
Admissions Mail Room Clerk.....	C2
Bookstore Clerk.....	C2
Clerk-Cashier, Eberhard Center.....	C2
Computer Store Clerk.....	C2
Customer Service Clerk.....	C2
Library Periodicals Clerk.....	C2
Library Reference Clerk.....	C2
Payroll Clerk.....	C2
Printing Services Clerk.....	C2
Secretary.....	C2
Academic Department Coordinator.....	C3
Accounting Assistant.....	C3
Bookstore Receiving Coordinator.....	C3
Broadcasting Events Coordinator.....	C3
Continuing Education Assistant.....	C3
Development Assistant.....	C3
Financial Aid Assistant.....	C3
Library Acquisitions Assistant.....	C3
Library Cataloging Assistant.....	C3
Library Periodicals Assistant.....	C3
Library Periodicals Specialist.....	C3
Library Reference Assistant.....	C3
Membership Coordinator.....	C3
Office Coordinator.....	C3
Payroll Assistant.....	C3
Plant Operations Assistant.....	C3
Purchasing Assistant.....	C3
Records Assistant.....	C3
Television Traffic Coordinator.....	C3

<u>Position Title</u>	<u>Compensation Level</u>
Bookstore Assistant	C4
Bookstore Financial Assistant.....	C4
Facilities Services Assistant.....	C4
Financial Aid Coordinator.....	C4
Financial Aid File Coordinator.....	C4
Library Circulation Assistant.....	C4
Long Term Loan Assistant.....	C4
Public Relations Aide.....	C4
Public Safety Assistant.....	C4
Records Auditor.....	C4
School of Education Assistant.....	C4
Student Services Assistant.....	C4
Administrative Assistant.....	C5
Admissions Office Assistant.....	C5
Economic Expansion Assistant.....	C5
Housing Assistant.....	C5
Special Events Assistant.....	C5
Student Employment Assistant.....	C5
Copy Center Technician.....	T
Duplicating Assistant.....	T1
Television Equipment Operator.....	T1
Computer Operator I.....	T2
Inventory Control Clerk.....	T2
Laboratory Assistant.....	T2
Printing Services Technician.....	T2
Computer Operator II.....	T3
Electronic Services Technician.....	T3
Laboratory Technician.....	T3
Media Services Technician.....	T3
Architectural Assistant.....	T4
Production Control Technician.....	T4
Registered Nurse.....	T4
Electronic Services Engineer.....	E1
Television Engineer.....	E1

Position Title

Compensation Level

Energy Management Engineer	E2
Telecommunications Specialist.....	E2
Television Maintenance Engineer	E2

APPENDIX A WAGES

Effective October 1, 1996, employees will be placed on the following wage schedule based on the employees' current compensation level. Step placement will be determined by advancing each employee one step from their existing step as of September 30, 1996.

CLERICAL

STEP	C1	C2	C3	C4	C5
4	\$ 9.80	\$10.46	\$11.13	\$12.55	\$13.79
3	\$10.08	\$10.75	\$11.41	\$12.93	\$14.17
2	\$10.65	\$11.41	\$12.17	\$13.69	\$15.03
1	\$11.03	\$11.79	\$12.55	\$14.07	\$15.50

TECHNICAL

STEP	T1	T2	T3	T4	T
4	\$11.41	\$12.36	\$13.50	\$14.65	
3	\$11.79	\$12.74	\$13.88	\$15.03	
2	\$12.17	\$13.12	\$14.27	\$15.50	
1	\$12.46	\$13.60	\$14.74	\$15.98	\$11.44

ENGINEERING

STEP	E1	E2
3	\$16.83	\$18.26
2	\$17.31	\$18.83
1	\$17.88	\$19.40

Effective October 1, 1996, any employee who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2% of their new hourly rate paid half at the end of January and half at the end of July and not added to their base pay. Any employee who completed fifteen (15) years of service or more, and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years, shall receive in addition to the increase in the schedule 3% of their new hourly rate instead of 2%. The University may change the method of this payment.

APPENDIX A WAGES

Effective October 1, 1997, employees will be placed on the following wage schedule based on the employees' current compensation level. Step placement will be determined by advancing each employee one step from their existing step as of September 30, 1997.

CLERICAL

STEP	C1	C2	C3	C4	C5
4	\$10.09	\$10.78	\$11.47	\$12.94	\$14.21
3	\$10.39	\$11.07	\$11.76	\$13.33	\$14.60
2	\$10.98	\$11.76	\$12.54	\$14.11	\$15.48
1	\$11.37	\$12.15	\$12.94	\$14.50	\$15.97

TECHNICAL

STEP	T1	T2	T3	T4	T
4	\$11.76	\$12.74	\$13.92	\$15.09	
3	\$12.15	\$13.13	\$14.31	\$15.48	
2	\$12.54	\$13.52	\$14.70	\$15.97	
1	\$12.84	\$14.01	\$15.19	\$16.46	\$11.78

ENGINEERING

STEP	E1	E2
3	\$17.35	\$18.82
2	\$17.84	\$19.40
1	\$18.42	\$19.99

Effective October 1, 1997, any employee who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2% of their new hourly rate paid half at the end of January and half at the end of July and not added to their base pay. Any employee who completed fifteen (15) years of service or more, and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years, shall receive in addition to the increase in the schedule 3% of their new hourly rate instead of 2%. The University may change the method of this payment.

APPENDIX A WAGES

Effective October 1, 1998, employees will be placed on the following wage schedule based on the employees' current compensation level. Step placement will be determined by advancing each employee one step from their existing step as of September 30, 1998.

CLERICAL

STEP	C1	C2	C3	C4	C5
4	\$10.39	\$11.10	\$11.81	\$13.32	\$14.63
3	\$10.70	\$11.40	\$12.11	\$13.72	\$15.03
2	\$11.30	\$12.11	\$12.92	\$14.53	\$15.94
1	\$11.70	\$12.51	\$13.32	\$14.93	\$16.45

TECHNICAL

STEP	T1	T2	T3	T4	T
4	\$12.11	\$13.12	\$14.33	\$15.54	
3	\$12.51	\$13.52	\$14.73	\$15.94	
2	\$12.92	\$13.92	\$15.14	\$16.45	
1	\$13.22	\$14.43	\$15.64	\$16.95	\$12.13

ENGINEERING

STEP	E1	E2
3	\$17.86	\$19.37
2	\$18.36	\$19.98
1	\$18.97	\$20.58

Effective October 1, 1998, any employee who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2% of their new hourly rate paid half at the end of January and half at the end of July and not added to their base pay. Any employee who completed fifteen (15) years of service or more, and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years, shall receive in addition to the increase in the schedule 3% of their new hourly rate instead of 2%. The University may change the method of this payment.

Letter of Agreement

Re: APPROVED DEVELOPMENT PROGRAM APPENDIX "A" GUIDELINES

PURPOSE OF DEVELOPMENT PROGRAM

To help encourage Clerical, Office, Technical (COT) staff members to take advantage of professional development opportunities.

WHAT CONSTITUTES AN APPROVED DEVELOPMENT PROGRAM?

Any program directed at improving both "non-technical" and "technical" job performance and awareness may be considered an approved development program. College level courses if directly related to improving on-the-job performance and awareness may be considered.

Effective October 1, 1997, to be eligible for the 2% pay factor, an eligible employee must take an approved program within 3 years prior to the beginning of the latest contract year (October 1st). The approved program may be either a "non-technical" or a "technical" development program.

Effective October 1, 1997, to be eligible for the 3% pay factor an eligible employee must take at least 3 approved programs within 3 years prior to the beginning of the latest contract year. The 3 approved programs must include at least one "technical" program and at least one "non-technical" development program. For example, to be eligible for the 3% pay factor at the end of January 1998, the employee must have completed at least 15 years of service prior to October 1, 1997 and have taken 3 approved development programs since October 1, 1994. The 3 approved programs must include at least one "technical" and one "non-technical" program. A program taken prior to October 1, 1994 would not count towards eligibility for the January 1998 payment.

Examples of a "non-technical" program include such programs and seminars as: Time Management, Customer Service, Telephone Etiquette, Dealing with Difficult People, Interviewing, Cultural Diversity, Building Teamwork, Conflict Management, Effective Office Behaviors, Listening & Feedback, Problem Solving, Delegation. "Technical" programs may pertain to various types of computer related training and other specialized training of a technical nature (e.g., equipment repair, equipment maintenance).

An approved development program may be offered by the University and recognized trainers such as Career Track, KEYE, Fred Pryor.

Payment of the 2% or 3% factors will be made to eligible participants, half at the end of January and half at the end of July each year.

WHO APPROVES PROGRAMS/SEMINARS?

The Human Resources Office will approve programs and seminars. The Association will be advised in writing of all programs and seminars that have been approved or disapproved. If a dispute arises, a committee consisting of two Human Resources representatives and two Association members will meet and resolve. If the dispute is not resolved by the committee, the Association may pursue the matter in accordance with section 6.5 of the collective bargaining agreement.

PROOF

To receive the proper compensation COT staff will be required to submit a form, with their supervisor's signature, identifying the program(s) or seminar(s), and date(s) taken, to the Human Resources Office by the end of the month prior to the payment (the end of June for the July payment and the end of December for the January payment) as demonstrated by the following table:

Program Requirements Completed by:	Completed Verification forms to Human Resources by:	Payment of 2% or 3% factors issued by:
October 1, 1997	December 15, 1997	End of January and June 1998
October 1, 1998	December 15, 1998	End of January and June 1999

Part-time staff must also send verification of the number of regular hours worked during the six months prior to the month the payment will be issued (January 1st through June 30th for the July payment).

Date: January 13, 1997



Jeanne Cooper-Kuiper
Uniserve Director
GVCOTA/MEA



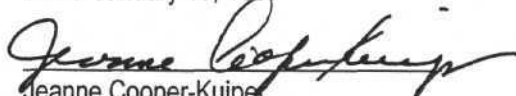
D. Scott Richardson
Assistant Vice President
for Human Resources
Grand Valley State University

LETTER OF AGREEMENT

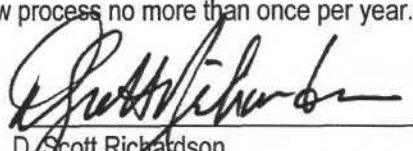
Re: Classification Review

1. Grand Valley State University and GVSU COTA-MEA/NEA shall jointly determine the review assessment survey instrument to be used at Grand Valley State University. The parties shall submit the finished survey instrument to an outside consultant who is mutually agreeable to the parties, such as Dr. Phil Zollo, to corroborate its validity.
2. After completion and validation of the assessment survey instrument, the parties shall form a Joint Review Committee, composed of three members appointed by the Human Resources Office and three members appointed by the Association.
3. Bargaining unit members questioning the assigned classification of their position may do so by using the following procedure:
 - a. Meet with the Employment and Compensation Manager in the Human Resources Office to discuss the review process and to discuss changes in their job responsibilities, duties and any other questions they may have. An Association Joint Review Committee or Assessment Team member may be present for this discussion at their discretion. A meeting will then be scheduled for the COT staff member to fill out the survey instrument.
 - b. The survey instrument will be jointly administered by the Assessment Team (consisting of the Employment and Compensation Manager and an Association member of the Joint Review Committee). If the Assessment Team believes a job site visit is warranted as a result of the survey information, they will schedule a time for a joint visit.
 - c. The completed survey instrument shall be coded. The survey results shall be returned to the Joint Review Committee for review and adjustment, if necessary. The survey results, as determined by the Committee, shall be shared with the survey participant.
 - d. After receiving the survey results, the survey participant, if they so choose, shall have the opportunity to meet with the Joint Review Committee for additional input and appeal. Any additional information shall be reviewed by the Committee, and where the Committee feels it is necessary, the survey will be recoded, in a manner mutually agreeable.
 - e. The Joint Review Committee shall then deliberate as to the merit of the upgrade requested by the participant. If the Committee is not able to reach a consensus, the University will decide on the classification. The Association may appeal that decision through the arbitration procedure of the collective bargaining agreement.
4. The Joint Review Committee shall meet as needed when a COT staff member requests a job analysis be performed. COT staff members may engage in the review process no more than once per year.

Date: January 13, 1997



Jeanne Cooper-Kuiper
Uniserve Director
GVCOTA-MEA



D. Scott Richardson
Assistant Vice President for
Human Resources

LETTER OF AGREEMENT


Re: Employees Required to Work Saturday Graduation
(Not Employees' Regular shift)

Those employees who are required to work Saturday Graduation (employees not otherwise scheduled to work that Saturday as part of their scheduled shift), will be guaranteed a minimum of three hours work on that day at the appropriate rate of pay (e.g., overtime pay where applicable). The employee also may be required to work more than three hours. If the employee wishes to work less than three hours, he or she may work less with the approval of the supervisor. Those employees granted approval to work less than three hours will be paid for hours actually worked at the appropriate rate of pay (e.g., overtime pay where applicable).

Date: January 13, 1997



Jeanne Cooper-Kuiper
Uniserve Director
GVCOTA-MEA



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

LETTER OF AGREEMENT

Re: Television operations staff scheduling


The Clerical, Office and Technical Association and Grand Valley State University agree as follows:

1. For purposes of assisting in the coverage of Master Control between Memorial Day and Labor Day, the University will make a sincere effort to recruit and train a pool of temporary help (students and/or temporary staff). It is anticipated that this should decrease the number of schedule changes due to the use of vacation time by television operations staff. Primarily, the temporary workers would be scheduled to work second or third shift since Television Maintenance Engineers may be able to assist in Master Control coverage on first shift. While this is a sincere effort to limit schedule changes due to summer vacations, it is not a guarantee that work schedules of the television operations staff cannot be changed.
2. To assure coverage of Master Control during all hours of broadcasting of WGJU/WGVK-TV, not more than one staff member on any air shift will be allowed to be on vacation at one time.
3. Pursuant to contract section 9.1, "consultation with the directly affected employee" shall mean a sincere effort to review the schedule changes with the directly affected employee with as much lead time as possible. The method of "consultation" shall be, in order of preference, 1. In person, 2. by telephone, or 3. By posting a new schedule. After posting, voluntary adjustments to the schedule can be made with approval of the supervisor. If a staff member wishes to discuss the posted schedule, he or she should contact their supervisor as soon as possible. It is understood that a modification of the starting time by three hours or less shall not be considered a schedule change.

Date: January 13, 1997



Jeanne Cooper-Kuiper
Uniserve Director
GVCOTA-MEA



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