

6/30/95

Support Staff Association Contract

Between

Saginaw Valley State University

and the

SVSU Support Staff Association,

MEA/NEA

July 1, 1991-June 30, 1995

Saginaw Valley State University

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ARTICLE 1.000 AGREEMENT

This Agreement is made and entered into this 17th day of June 1993, effective on July 1, 1991, by and between Saginaw Valley State University, hereinafter referred to as Employer, and the Michigan Education Association, hereinafter called the Union through its local affiliate, the SVSU Support Staff Association, MEA/NEA.

ARTICLE 2.000 PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment such as wages, hours, and working conditions; to establish the machinery for collective bargaining; and to promote orderly and productive labor relations between the Employer and its employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3.000 RECOGNITION

3.100 Pursuant to and in accordance with all applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, the Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining and with respect to rates of pay, hours of employment, and other conditions of employment for employees within the bargaining unit.

The Bargaining Unit consists of all full-time and regular part-time Secretarial/Clerical Division employees and Plant/Business Services Division employees of Saginaw Valley State University but excluding: Personnel Assistants, Personnel (2); Secretaries to the Vice Presidents (Business, Academic and Public Services), (3); Secretary to the Director of Institutional Research and Planning (1); Secretary to the Assistant to the President/Secretary to the Board of Control (1); Secretary to the Dean of Student Affairs (1); Supervisors and all others.

Unless otherwise indicated the term "employee" hereinafter will refer to all members of the above defined bargaining unit.

3.200 Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without involvement of the Union, if the adjustment is not inconsistent with the terms of this Agreement.

3.300 **SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

3.400 PERSONAL RIGHTS PROTECTED

Nothing contained herein shall be construed to deny or restrict to any employees' rights he or she may have under laws of the State of Michigan or other applicable regulations, unless such rights are specifically waived herein. The rights granted herein shall be construed to be in addition to those provided elsewhere.

Individual lifestyles and other personal matters, except as they pertain to the functioning of one's job-related duties, are not to be of concern to the Employer. This provision does not prevent the Employer from exercising its prerogatives to discipline the employee for work related deficiency(ies) or to evaluate the employee's work performance.

Any action taken against such employee for any of the above shall be subject to the grievance procedure.

3.500 FAIR EMPLOYMENT PRACTICES

The Employer and the Union recognize their respective responsibilities and Federal, State, and Local laws relating to fair employment practices. The Employer asserts that there will be no discrimination against any employee or against any applicant for employment by reason of race, creed, color, sex, religion, national origin, marital status, age, height, weight, and non-job related physical handicap.

3.600 AMENDMENT

Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and submitted to appropriate ratification procedures of the Employer and the Union. At such time as it has been ratified by both the Employer and the Union, it shall become a part of the Agreement.

ARTICLE 4.000 FINANCIAL RESPONSIBILITY

4.100 All present employees who, upon the execution of this Agreement, are members of the Union in good standing in accordance with the Constitution and By-laws of the Union, or who may thereafter voluntarily become members, shall as a condition of employment, remain members of the Union in good standing for the duration of the Agreement.

4.200 All new employees of the Employer who become bargaining unit members shall, as a condition of employment upon completion of 30 days employment, become members of the Union; or pay as a service fee to the Union an amount equal to the dues uniformly required to be paid by members of the Union, but not including any amount designated for partisan, political, or ideological purposes; or contribute to the SVSU Foundation an amount equal to the dues uniformly required to be paid by members of the Union. Employees who transfer into or are reinstated in the bargaining unit and all current employees shall, as a condition of employment, become members within 30 days or pay a service fee.

4.300 However, under both 4.100 and 4.200, any such employee who at any time no longer desires to be a member of the Union in good standing, may withdraw from such membership with no effect on such employee's employment, pay as a service fee to

the Union an amount equal to the dues uniformly required to be paid by members of the Union, but not including any amount designated for partisan, political, or ideological purposes. The Union shall have sole responsibility for enforcement of this provision and agrees to hold the Employer harmless for any and all claims or expenses or liability relating to this provision. The Union shall provide its legal counsel for any such claims.

- 4.400 The Union stewards and new employees shall be granted one half hour release time without loss of pay to comply with the provisions of this Article.
- 4.500 The Employer shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of the Employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union no later than fifteen (15) days after the deductions were made.
- 4.600 The Union shall notify the Employer thirty (30) days prior to any change in its dues or fees.
- 4.700 The Employer shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable contributions, or any other plans or programs jointly approved by the Employer and the Union.
- 4.800 The authorized deduction of dues and service fees shall be made each pay period for twenty consecutive pay periods from September through June or as specified by the Union.
- 4.900 The Employer will have no obligation to deduct or remit the amount payable as dues or service fees for any member who does not have sufficient compensation due her/him to pay the dues or service fees.

ARTICLE 5.000 UNION RIGHTS

5.100 USE OF FACILITIES AND EQUIPMENT

- 5.101 The Union shall be able to use campus classrooms, dining rooms, meeting rooms, etc., upon making the appropriate reservations for same. The Union shall be allowed to use such rooms without charge unless such charge is customary to other campus-affiliated groups.

The Union will be liable for any damage to facilities or equipment attributable to its use.

If special custodial service is required, the Union will pay the usual charge applied to other campus-affiliate groups for such service.

- 5.102 The Union shall have the right to use campus copying machines and the services of the Graphics Center. The Union shall pay for the cost of such services at the standard rate charged other departments for such use.

The Union shall have the right to use typewriters, shop tools & equipment, microcomputers, word processors, ditto machines, mimeograph machines, calculators, and A-V equipment when such equipment is not otherwise in use, outside normal working hours. The Union shall pay for the cost of all materials and supplies incidental to such use.

- 5.103 The Union shall have the right to post notices of activities and matters of Union concern on no less than 10 (ten) designated lockable bulletin boards supplied by the Employer.
- 5.104 The Union may use the mail service and mail boxes of the Employer for distributing notices and newsletters. The Union will be assigned a mail box.
- 5.105 Duly authorized representatives of the Union shall be permitted to transact business related to the Union on Employer premises at all reasonable times, provided this shall not interfere with or interrupt normal operations, employee responsibilities, or incur an expense to the Employer.
- 5.106 The Employer will provide a lockable, four-drawer filing cabinet to the Union. The Employer shall provide the Union with an office for conducting Union business. The office shall be no smaller than a faculty office. Such office shall be for the exclusive use of the Union and without cost to the Union. The Employer shall provide office furniture and equipment to the Union.

5.200 COMMUNICATIONS

- 5.201 The Union shall supply the employer with a list of local Union officers, negotiating team members, stewards, and representatives. The employer will be notified of any changes.
- 5.202 The Employer shall notify the Union of any newly hired or recalled employees, promotions, approved leaves of absence, terminations or temporary employees performing bargaining unit work by providing a copy of the Personnel Status Change document with the signatures of the representatives of the Personnel Office and Controller's Office within five working days after said change in status.
- 5.203 The Employer shall furnish the Union in response to reasonable requests information which may be necessary to prepare bargaining proposals, to process any grievance or complaint, or to update Union records. The Employer agrees to furnish to each employee in the bargaining unit twice per year (January 1 and July 1) a copy of her/his current attendance record. The attendance record shall show sick, vacation, personal leave, and compensatory time.
- 5.204 The Employer shall prepare and maintain a seniority list for each division, the Secretarial/Clerical and the Plant/Business Services, which shall show the name, position, department, pay grade, rate of pay, and seniority date of all employees within the bargaining unit. The list will be updated monthly and Master List prepared quarterly. For the

Plant/Business Services Division there shall also be a list of overtime hours, worked and refused, posted monthly in each department. A copy shall be provided to the Union.

5.205 The Employer agrees to furnish the Union agenda and minutes of all Board of Control meetings at the same time said items are furnished to the Board.

5.300 EMPLOYER COMMITTEES

If an employee is asked by the Employer and agrees to serve on a committee, that employee shall be granted release time to attend meetings and to complete any work required as a committee member. All approved expenses for such committee work shall be reimbursed to the employee by the Employer. The Union shall appoint its representatives to employer committees charged with matters which are contract related.

For joint Employer and Union committees, the Personnel Office and Union shall meet, prior to the first committee meeting, to establish the selection of the chairperson.

5.400 SPECIAL CONFERENCES

Special conferences under this Agreement between the Union and the Employer are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Union's President or designated representative and the Employer through the Personnel Director/Assistant Personnel Director upon request of either party. Such meetings shall be between the representatives of the Employer and up to three (3) representatives of the Union. More members of the Union may attend by mutual agreement. The members of the Union shall not lose time or pay for time spent in special conferences when held during working hours. Arrangement for such special conferences shall be made 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 matters taken up at the special conference shall include only those items on the agenda. Special conferences shall be held within ten (10) working days of the request for the conference. The ten-day time limit may be extended by mutual agreement. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement.

5.500 PROFESSIONAL IMPROVEMENT

The Employer and the Union shall establish a joint committee for planning professional, job-related improvement experiences for employees on the Employer's site. At least one of these in-service experiences per year shall be designed to include joint participation by the employee, supervisor, and other members of the campus community. The committee shall be responsible for establishing at least two in-service workshops per year, and employees will be allowed release time to participate in these workshops. Employees who attend Professional Improvement Sessions at times they are not scheduled to work shall accrue compensatory time equal to the length of the sessions they attended. The committee may make use of University personnel or outside personnel for instruction. The Union shall appoint four (4) members to serve on the Committee.

5.600 RELEASE TIME FOR UNION BUSINESS

- 5.601 Employees will be represented by Union Stewards. There will be one Steward elected by the Union for each fifteen (15) members or major fraction thereof. The Union shall furnish, in writing, to the Employer, the names of Stewards upon their election or appointment.
- 5.602 The Stewards, during their working hours, without loss of time or pay, in accordance with the terms of this section, may investigate and present grievances to the Employer, upon having received permission from her/his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the Stewards to leave their work for these purposes subject to the necessary emergency exceptions. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference. If the Union feels that a special or volatile situation exists for which an extra or substitute person should be released to act as steward (either the Union President or the Grievance Chairperson), the Union shall notify the Personnel Office.
- 5.603 The Union President shall be released from her/his duties without loss of time or pay when it is necessary to meet with Employer officials on matters concerning the Union and engage in any activity related to said matters. The President will schedule the time with the supervisor's approval. The supervisor will normally grant permission to the President to leave her/his work for this purpose subject to necessary emergency exceptions. Any denial by the supervisor may be appealed to the Director of Personnel for approval.
- 5.604 Union officers or representatives shall be released from duty without loss of time or pay when their presence is required at any meeting or hearing that is scheduled during working hours by the Employer and the Union.
- 5.605 Up to twenty-five (25) days release time with pay shall be provided to the Union for the purposes of educational leave, such as conferences, seminars, and the annual Assembly. The Union shall notify the Employer at least five (5) days in advance of the date of the scheduled event and the names of the employees selected to attend. The advance notice stated above is subject to special emergency exceptions. Permission to attend will normally be approved by the supervisor subject to necessary emergency exceptions. Such release time shall be granted in increments of not less than four (4) hours. Any hours beyond the 25 Union release days shall be at Union expense.
- In the event that any employee is elected or appointed to a state or national office, an additional two (2) days of release time per year shall be granted, following notification of appointment or election to the Personnel Office.
- 5.606 The Employer shall provide, at no cost to the Union, forty (40) hours per contract year (July 1 through June 30) of release time for the handling of

Union business as deemed appropriate by the Union President. Any hours beyond that time shall be at Union expense.

5.607 The Employer shall provide release time for all employees to attend one (1) Union meeting each year during working hours. The release time for the meeting shall not exceed two (2) hours and will be at a time mutually approved by the Union and the Employer.

5.608 The President of the Union shall be granted release time from normal work duties up to ten (10) hours per week at full pay and benefits without cost to the Union. The Union President's other rights under this contract shall not be altered by this provision. Unused amounts cannot be carried forward. A general activity log, signed by the Union President's supervisor, shall be forwarded to the personnel office on a monthly basis.

When the Union President knows she/he shall be away from the campus, with advance notice to the Personnel Office and the supervisor, the ten hours of release time may be transferred to the Union Vice President.

ARTICLE 6.000 PERSONNEL FILE

6.100 Employees shall have the right to review the contents of their personnel files, excluding initial references obtained by the Employer as a part of the pre-employment investigation. Such reviews shall take place at reasonable times and at the convenience of the staff in the Personnel Office.

6.200 Any evaluative material originating after probation shall not be placed in an employee's personnel file or record unless she/he has been given a copy of said material. The employee may submit a written notation regarding such material.

6.300 No material originating after initial employment will be placed in an employee's personnel file unless the employee has had a copy of the material to review. If the employee believes the material inappropriate or inaccurate she/he may receive adjustment through the grievance procedure where upon the material may be expunged from the file.

6.400 If an employee is requested to sign or initial material to be placed in her/his file, such signature shall be understood to indicate her/his awareness of the material, but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

6.500 Any insertions shall bear the date of receipt by the Personnel Office.

6.600 All employment recommendations from the Personnel Office, whether written or oral, shall be based solely upon the contents of the employee's personnel file.

6.700 Any change in status, i.e., marital status, address change or change in dependents, shall be reported to the Personnel Office within 30 days of said change. In the event an employee fails to report said change within the 30-day period, the Employer shall be indemnified and held harmless against any claims related to said status until the employee reports such status change.

ARTICLE 7.000 WORKING CONDITIONS

- 7.100 Employees shall not be required or expected to work under unsafe or hazardous conditions or to perform such tasks which endanger their health, safety, or well-being. Conditions which shall show cause for immediate attention and improvement shall include, but are not limited to the following:
- A. Toxic fumes.
 - B. Inadequate or excessive heat.
 - C. Inadequate ventilation.
- 7.200 When any employee feels that hazardous conditions in her/his work area adversely affect her/his ability to perform her/his assigned duties, the following procedure shall be followed:
- 7.201 She/he shall notify her/his supervisor who will make a determination of what needs to be done or who else needs to be contacted. If the employee is not satisfied with the decision of the supervisor, or in the event that the supervisor is not readily available and the situation appears to require immediate attention, the employee shall contact Public Safety. If danger is eminent, the employee shall leave the area, before making the necessary contacts.
- 7.300 When any employee feels that environmental conditions in her/his work area adversely affect her/his health or ability to perform her/his assigned duties, the following procedure shall be followed:
- 7.301 She/he shall notify her/his supervisor who will make a determination of what needs to be done or who else needs to be contacted. In the event that the supervisor is not readily available or if the employee is not satisfied with the decision of the supervisor the employee shall contact the Physical Plant office.
- 7.400 Under both hazardous and environmental conditions, the work area will be surveyed and a decision will be made within one hour which will determine what can be done to resolve the matter.
- 7.401 The Personnel Director or her/his designee will be contacted by the Physical Plant for environmental issues or Public Safety regarding hazardous issues to determine whether or not the conditions are such that the employee should be temporarily transferred to another work area, sent home (with pay which is not charged against the employee's paid leave accruals), or remain at her/his work station.
- 7.500 Each employee, if the job warrants (as determined by mutual agreement between the Employer and the Union), shall be provided the following as needed:
- 5 uniforms maximum per contract year (shirt and pants)
 - 1 pair of safety shoes (steel toes)
 - 1 pair of prescription safety glasses (not to be charged to the employee's vision insurance and not to exceed more than one (1) pair each two (2) years)
 - outdoor clothing (one set for each employee whose job responsibility requires daily outdoor work)

- appropriate safety equipment shall be provided by the Employer.
- all necessary tools/equipment shall be provided by the Employer.

7.600 For applicable positions only, there shall be regularly scheduled training sessions dealing with safety/health issues totaling six (6) hours per year. Employees shall be released from or shall have hours credited to their weekly work schedule for attending such seminars.

7.700 The Employer shall provide a clean and safe lunch/break room facility.

7.800 By January 29, 1993, the Employer shall distribute a list of schedules to all employees in the custodial/custodial specialist classifications respectively. Employee selections shall be submitted by February 5, 1993, and schedules shall be effective the week of February 14, 1993.

Thereafter, work areas for custodial/custodial specialist employees shall be bid by seniority whenever any of the following occurs:

7.801 Any change in employees (to be effective concurrently with the change).

7.802 A major change in a work area (to be effective concurrently with the change).

7.900 All exams or certification renewal fees required by the Employer shall be paid for by the Employer.

ARTICLE 8.000 HOURS OF WORK AND OVERTIME PROVISIONS

8.100 The regular work day for most full-time employees will normally be 8:00 a.m. to 4:30 p.m., including a duty free thirty minute lunch period without pay.

SHIFT HOURS:

First shift starts at or after 4:00 a.m., but before 12:00 noon; second shift starts at or after 12:00 noon, but before 8:00 p.m.; and third shift starts at or after 8:00 p.m., but before 4:00 a.m.

Current schedules are:

8.101 FIRST SHIFT: 7:00 a.m. - 3:30 p.m.
8:00 a.m. - 4:30 p.m.

8.102 SECOND SHIFT: 1:00 p.m. - 9:00 p.m.
2:30 p.m. - 10:30 p.m.
3:00 p.m. - 11:00 p.m.
5:00 p.m. - 1:00 a.m.

8.103 THIRD SHIFT: 11:00 p.m. - 7:00 a.m.

8.104 The Employer agrees to notify the Union at least two weeks in advance when it is necessary to change time of any work shift.

- 8.105 Any flex-time and other long term schedule changes shall be agreed upon by the employee and the supervisor and shall be approved by the Personnel Office. The Union will receive a written notification of these changes.
- 8.106 Any voluntary reduction of an individual employee's working hours must be agreed upon by the employee and the supervisor and must be approved by the Personnel Office and the Union.

8.200 LUNCH AND BREAKS:

- 8.201 The time of the lunch period and the time of the break period shall be scheduled at the discretion of the employee and her/his immediate supervisor. First shift employees shall receive a duty free thirty minute lunch period without pay. Second and third shift employees shall receive one-half (1/2) hour paid lunch.
- 8.202 Employees shall be entitled to a fifteen (15) minute break in the first half and a fifteen (15) minute break in the second half of their regular shift. The time of the break shall be mutually agreed upon by the employee and her/his immediate supervisor. Breaks may be rescheduled to provide the employee with a one-hour break for lunch. Break periods may not be rescheduled to cover late arrivals or early departures from work. Employees shall be entitled to five (5) minutes wash-up prior to lunch and prior to the end of the day.

8.300 The following conditions shall apply to all overtime work:

- 8.301 Time and one-half will be paid for all hours worked over forty (40) hours in one week. The supervisor and the employee shall determine in advance whether either overtime pay or compensatory time shall be granted. All compensatory time off shall be at straight time during the week in which it is worked, provided that the work week does not exceed 40 hours. The past practice of "banking" compensatory time shall continue. All hours worked beyond 40 hours during a given week which are to be banked as compensatory time will be banked at the rate of time and one-half. Agreement regarding scheduling of compensatory time usage shall be reached either at the time such overtime work is scheduled, or prior to the time it is utilized. The Employer shall have the option of paying an employee for any compensatory time hours exceeding eighty (80) compensatory time hours the employee has accrued. (For example, if an employee has accrued eighty-five (85) hours of compensatory time, the Employer has the option of paying the employee five (5) of the eighty-five (85) compensatory hours, which would result in eighty (80) hours of compensatory time remaining.) The Employer agrees that an employee shall have the option of being paid any or all of the employee's unused compensatory time hours. The employee shall provide written notice to the Employer, and shall be paid the compensatory time hours requested on the second pay date after receipt of the written notice.
- 8.302 Employees required to work on an approved holiday, in addition to holiday pay, will be compensated at a rate of one and one-half times their regular hourly rate for all hours worked on the holiday.

- 8.303 Within departments, employees shall be given priority for overtime work over non-bargaining unit persons. Within departments, part-time employees shall be offered to work additional hours/overtime work over non-bargaining unit persons.

EQUALIZATION OF OVERTIME HOURS FOR PLANT/BUSINESS SERVICES DIVISION ONLY:

Overtime hours shall be divided equally among employees in the same classification, provided that the employee with preference as to overtime assignments under this method has the ability to do the work involved on the overtime assignment. An up-to-date listing showing overtime hours will be posted monthly.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each quarter (April 1, July 1, October 1 and January 1).

Should the above method prove to be unsatisfactory, the parties will meet and discuss possible variations. If no written agreement is reached, the above method shall remain in effect.

- 8.304 An employee on call who reports or who is on rounds shall be guaranteed at least three (3) hours of pay at the rate of time-and-one-half (1 1/2). In addition, each employee shall receive four (4) hours of vacation leave for every week on call and shall be reimbursed for travel expenses.
- 8.400 Employees who volunteer to a reduced work week on a temporary basis, such as during the summer, shall not have their sick leave, vacation, personal days, and other benefits (seniority, insurance, etc.) reduced. Their sick leave, vacation, personal days, and other benefits shall be based upon their regular work hours per week.
- 8.500 Paid leave shall count toward hours worked.

ARTICLE 9.000 BARGAINING UNIT WORK

- 9.100 Employees shall not be displaced nor deprived of overtime or premium pay by non-bargaining unit persons. If funding for a bargaining unit position covered under special grants or other special funding sources is eliminated, the position may be excluded from the bargaining unit if all work performed by the employee in that position is also eliminated. A bargaining unit position shall not be filled by a non-bargaining unit person (excluding long-term temporary employees) for more than thirty (30) calendar days, unless agreed upon in writing by the Union and the Employer.

9.200 The Employer will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable at the University or (b) the schedule for such work cannot be met with the equipment or skills available for such work. The employment or utilization of workers from commercial temporary help agencies shall not be covered under the provisions of this paragraph, but shall be governed by the provisions of Article 10.000 (TEMPORARY EMPLOYEES).

9.300 PLANT/BUSINESS SERVICES DIVISION:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstration of the proper method to accomplish the task assigned.

This provision is not applicable to employees who are working foremen or assistant working foremen.

ARTICLE 10.000 EMPLOYEE STATUS DEFINED

10.100 The Employer and the Union recognize four categories of employees:

10.101 Full-time Employee – An employee who is employed at least thirty-five (35) hours per week.

10.102 Part-time Employee – An employee who is employed less than thirty-five (35) hours per week.

10.103 Probationary Employee – An employee who is employed to fill a full-time or part-time position for a trial period as defined in Article 11.000 PROBATION OF NEW EMPLOYEES.

10.104 Temporary Employee – An employee who is employed to fill a full-time or part-time position on a per diem basis as a:

Substitute – a temporary employee who is employed to fill the position of a regular employee who is on a paid leave of absence or on approved unpaid leave if reinstatement is guaranteed and no other regular employee has transferred to that assignment. In such case the Employer has pre-approval to place the substitute employee for more than 30 but less than 120 days, as the particular leave would indicate.

Short Term – a temporary employee hired to fill a short term staffing need occasioned by temporary or abnormal increase in work load or other conditions. Consent of the Union is required to extend the placement beyond 30 days.

Long-Term Temporary – a temporary employee hired to fill a temporary position in accordance with 10.200. Long-term temporaries are those which exceed 120 days, and must be posted within the bargaining unit, except in the case where an employee who is absent or on leave extends such leave.

The Employer will consult with the Union prior to assignment of temporary placements.

- 10.105 The Employer shall notify the Union of any newly hired or recalled employees, promotions, approved leaves of absence, terminations or temporary employees performing bargaining unit work by providing a copy of the Personnel Status Change document with the signatures of the representatives of the Personnel Office and Controller's Office within five working days after said change in status.
- 10.106 Ten Month Employees: Secretarial and Clerical employees assigned to "ten month positions" shall be scheduled as follows:
- 10.106.1 Five (5) hours per day or 25 hours of work per week as scheduled for a period of forty-two (42) weeks which shall include paid holidays, personal and sick leave, and vacation occurring within the work period.
- 10.106.2 Six (6) hours per day, or thirty (30) hours of work per week as scheduled for a period of forty-three (43) weeks which shall include paid holidays, personal and sick leave, and vacation occurring within the work period.
- 10.106.3 Seven (7) hours per day, or thirty-five (35) hours of work per week as scheduled for a period of forty-three (43) weeks which shall include paid holidays, personal and sick leave, and vacation occurring within the work period.
- 10.106.4 Eight (8) hours per day, or forty (40) hours of work per week as scheduled for a period of forty-three (43) weeks which shall include paid holidays, personal and sick leave, and vacation occurring within the work period.

Summer Recess: The summer recess shall be for nine (9) continuous weeks between May 15 and August 31 of any given calendar year in conformance with Michigan Employment Security Commission regulations to qualify for exemption from eligibility for unemployment benefits. Any disputes regarding the scheduling of the nine week period shall be referred to the Director of Personnel. In September of each academic year, ten-month employees shall be notified as to the beginning and ending date for their next summer recess.

The Union shall receive a copy of said notices. Work appointments during the summer recess may be made, provided that they are mutually agreeable.

- 10.107 TEN MONTH EMPLOYEES SHALL RECEIVE THE FOLLOWING BENEFITS:
- 10.107.1 Employees scheduled to work a regular schedule of thirty (30) hours per week or more shall be eligible for medical, dental, and vision insurance as provided in the contract. Insurances will be

continued during the summer recess by the Employer. The employee will be responsible for any employee contributions.

- 10.107.2 Employees scheduled to work a regular schedule of thirty-five (35) hours of work per week or more shall be eligible for life insurance and retirement benefits as described in the contract.
- 10.107.3 Vacation and sick leave shall accrue as provided in Articles 24.000 and 22.100 of the contract only during the work period. If two or more employees in an office request the same vacation days, approval shall be granted on a seniority basis. Vacation is intended to be used during the work period. If it cannot be scheduled within that period, it may be carried over to the next year or, if the employee elects, accrued vacation leave time may be applied during the nine week period, not to exceed ten (10) vacation days. In this case, vacation and sick leave shall accrue during pay periods covered by paid leave, but shall not accrue during the remainder of the summer recess.
- 10.107.4 Personal leave shall accrue on July 1 of each year, as provided in Article 22.300 of the contract, except that it shall not be available for use until the employee returns from summer recess. Personal leave shall be pro rated on the hours worked per week for part-time employees.
- 10.107.5 An employee will not be allowed use of funeral or sick leave during the nine week summer recess.
- 10.107.6 Probationary employees: The days of continuous employment as required for the probationary period shall be held in abeyance after her/his last day and shall continue upon her/his return.
- 10.107.7 During the summer recess seniority shall be accrued as defined in Article 15.000 of the contract unless the employee requests a leave without pay as defined in Article 19.000, UNPAID LEAVES, and 19.104, SENIORITY.
- 10.107.8 If an employee agrees to report to work at any time during the week of the 4th of July or the week following the 4th, she/he shall be paid for the 4th of July holiday.
- 10.107.9 Ten month employees retain all rights of employment during the nine week summer recess.

Wages: If an employee agrees to report to work or receives vacation pay during her/his summer recess, the employee shall be compensated in accordance with the pay scale in effect.

10.200 LONG TERM TEMPORARY POSITIONS:

- 10.201 The Employer shall not establish a temporary position that would exceed 120 days, except with mutual consent of the Union.

- 10.202 There shall be no seniority or rights of recall for temporary employees employed in a specific temporary position that is of 120 days duration or less.
- 10.203 Any person employed to fill a posted long term temporary position shall become a member of the bargaining unit upon employment. Any person employed in a substitute temporary position beyond 120 days shall become a member of the bargaining unit.
- 10.204 The temporary employee shall receive the starting rate for the new position or will remain at the hiring rate, whichever is higher. (This rate shall be reduced to Step 1 of the paygrade for the position if current rate is higher.) If the position is unclassified in a paygrade, it will be placed in the appropriate paygrade, jointly determined by the Employer and the Union.
- 10.205 The employee will be eligible for the following benefits under the same provisions as all other employees:
- a. pay for scheduled holidays
 - b. appropriate sick and vacation leave
 - c. funeral leave
 - d. health insurance
 - e. dental insurance
 - f. vision insurance
 - g. tuition benefits
 - h. pro-rated personal leave
- 10.206 The temporary employee will be understood to retain "probationary status" and the decision for termination shall remain at the sole discretion of the Employer.
- 10.207 The temporary employee may apply for a permanent position in the bargaining unit under the same conditions as other probationary employees.
- 10.208 If a temporary employee should successfully be hired in a permanent position covered by this Agreement, after successful completion of probationary period, she/he shall be given seniority retroactive to her/his original employment date.
- 10.209 If for some reason the employee on leave should not return or if the short-term position should be retained, the position shall be posted as specified in Article 18.000 of this Agreement.
- 10.300 Working foremen/assistant working foremen: An employee in the Plant/Business Services Division who has the responsibility of coordinating the work of other employees in the bargaining unit within the division. In addition to a regular work schedule, a working foreman or assistant foreman's work may include keeping track of hours, ordering parts and materials, and coordinating daily work assignments of other employees. No other employees in this division shall be given these responsibilities.

- 10.301 Working foremen/assistant working foremen shall not initiate disciplinary/dismissal action against any other employee.
- 10.302 Working foremen/assistant working foremen may be involved in discussions, but the supervisor shall be responsible for conducting the interview, the content of the evaluation form, and signing the evaluation form.
- The signature of the working foreman on the evaluation form indicates that he/she was present at the evaluation interview.
- 10.303 Working foremen/assistant working foremen may advise the supervisors who are responsible for approving paid and unpaid leave requests.
- 10.304 Working foremen/assistant working foremen assignments shall be posted in accordance with Article 18. The Employer may award working foremen/assistant working foremen assignments on a "best qualified" basis. Unsuccessful candidates may request a written response specifying the reason(s) she/he was unsuccessful. Removal from a working foreman/assistant working foreman assignment for unsatisfactory work performance shall be for just cause in accordance with Article 12.
- 10.305 The number of working foremen assignments shall not exceed a ratio of 1 working foreman for every 15 employees or major fraction thereof. The number of assistant working foremen shall not exceed the number of working foremen. If the Employer feels a need to increase the number of working foremen, a special conference shall be called. By mutual written agreement, these numbers may be altered.

ARTICLE 11.000 PROBATION OF NEW EMPLOYEES

- 11.100 New employees in the bargaining unit are considered to be in probationary status and shall have no seniority for the first 120 calendar days of their continuous employment.
- 11.200 The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, discipline and other conditions of employment, but not for discharge. The Employer shall have no obligation to re-employ an employee who is discharged during the probationary period. The Union's representation of probationary employees for discipline shall be subject to Article 11.300.
- 11.300 A probationary employee may not resort to the Grievance Procedure for relief if the employee is discharged or disciplined except for union activity.
- 11.400 A new employee will be evaluated by the immediate supervisor using the "Evaluation Report Form" at the end of two (2) months of employment and again two (2) weeks prior to the completion of the probationary period. The supervisor and the probationary employee will discuss the evaluation and it will be signed by both before being submitted to the Personnel Office. Signing of the evaluation report does not necessarily mean agreement with the report, but designates that the employee has seen the document.

- 11.500 A decision will be made prior to the completion of the probationary period to retain or release the new employee. The employee will be notified in writing prior to or on the last working day of the probationary period. If the employee is not notified by the last day of her/his probationary period regarding retention or release, she/he will be considered a permanent employee.
- 11.600 When an employee successfully completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.
- 11.700 No employee may bid on another job during the probationary period, unless no qualified seniored employee applies.
- 11.800 During the probationary period, a new employee is eligible to use sick leave units or personal leave units as they accrue, but will not be eligible to use vacation.
- 11.900 If the employee is to be released, the employee will be paid for accrued vacation units but will not be paid for unused sick leave units.

ARTICLE 12.000 DISCIPLINE

- 12.100 An employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharge, or other actions of a disciplinary nature) only for just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. An employee shall not initiate disciplinary action against any other employee. Any disciplinary action must commence within ten (10) calendar days of the alleged incident.
- 12.200 Any employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- 12.300 NOTICE AND HEARING
- The Employer shall give written notice to the employee and to the Steward, with a copy to the President of the Union by certified or registered mail, of any written discipline, suspension, or discharge action, said notice to state the specific reasons for such action. Should the Union desire a fact-finding hearing on a written discipline, suspension, or discharge, it shall request said hearing with the Personnel Office within ten (10) working days of the notice of disciplinary action and said hearing shall be scheduled at a time agreeable to the parties but within ten (10) working days after the request for the hearing. The ten (10) working day period may be extended by mutual written agreement between the parties.
- 12.400 The Employer and the Union recognize the objective of corrective discipline for employees. The corrective procedure may result in the suspension or discharge of

an employee if the progressive severity of the disciplinary actions taken by supervision does not bring about the desired response from the employee.

12.401 Step One. A written warning shall be given to the employee detailing the reason for the action. A copy shall be given to the Union.

12.402 Step Two. A written reprimand shall be given to the employee detailing the reason for the action and the employee's immediate supervisor shall place the original in the employee's personnel file that such a reprimand was given.

12.403 Step Three. A written suspension without pay for not more than three (3) days shall be given to the employee.

12.404 Step Four. An employee shall be subject to an additional written suspension without pay for not more than three days or discharge.

12.500 The Employer may discipline an employee by suspension without pay or by discharge without any prior warning, and without utilization of the corrective discipline procedures established in this Article, if the Employer, or its representatives, determine, based upon the preponderance of reasonable evidence, to charge that the employee is guilty of gross misconduct, insubordination, sabotage, theft, assault upon another employee or a supervisor, or the commission of any act or acts which constitute a felony under State or Federal law.

12.600 GRIEVANCE ON SUSPENSION OR DISCHARGE

A grievance on a suspension or discharge may be initiated at Step Two of the grievance procedure no later than fifteen (15) working days after the suspension or discharge occurs.

12.700 USE OF PAST RECORD

The Employer will not take into consideration, in applying the corrective discipline procedures set forth in this Article, any previous disciplinary action of record in an employee's personnel file which occurred more than eighteen (18) months prior to any disciplinary action that is taken on a current charge. Upon written request by the employee any record that cannot be considered in effectuating the provision of corrective discipline shall be removed from the file of the employee and destroyed.

ARTICLE 13.000 COMPLAINT PROCEDURE

13.100 A complaint is an informal claim by an employee, employees or group of employees in the bargaining unit, or by the Union, of improper, unfair, arbitrary or discriminatory treatment. Any employee in the bargaining unit may present and discuss his complaint either with or without a representative or agent of the Union. Similarly, a representative or agent of the Union may present and discuss a complaint on behalf of any employee or group of employees with a representative of the employer or the institutional officer to whom she/he is responsible and shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of

similar complaints or grievances. Any settlement shall not be inconsistent with the provisions of this Agreement.

ARTICLE 14.000 GRIEVANCE PROCEDURE

14.100 Definition of Grievance: A grievance is a claim or complaint by an employee or a group of employees, or the Union on its own behalf about the interpretation, application, or violation of the provisions of this Agreement, a condition of employment or mutually agreed upon practices by the parties; provided that it is initiated within the fifteen (15) working day period following the day on which the employee had knowledge, or reasonably should have had knowledge of the facts giving rise to the grievance.

14.200 GROUP GRIEVANCE

A group grievance is a grievance which concerns more than one employee and involves a common fact situation and the same provision(s) of the Agreement. In such a case it shall be sufficient for one employee to file the grievance on behalf of all named employees. In the event that the group grievance involves employees from more than one department or area, it may be filed by the Union at Step Two of the grievance procedure, by initiating it with the Assistant Director/Director of Personnel.

14.300 Step 1. Any employee with a grievance may discuss the matter with the employee's immediate supervisor. If the matter is not resolved through oral discussions, the grievance shall be reduced to writing by the employee and/or Union representative and filed with the supervisor. Such grievance shall set forth the facts, including dates and the provisions of the Agreement, condition of employment or mutually agreed upon practices reduced to writing by the parties; that are alleged to have been violated, and the remedy desired. The supervisor then has five (5) days in which to answer the grievant in writing, with a copy to be sent to the Union. (If the grievance involves a disciplinary action or termination, the grievance will go directly to Step 2.) If a grievance does not involve an immediate supervisor or is outside the jurisdiction of the supervisor, it shall be initiated with the Director of Personnel at Step 2.

14.400 Step 2. (For grievances initiated at Step 2, the "Vice President" shall also mean "The Director of Personnel.")

14.401 If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may appeal the grievance to the Office of the appropriate Vice President, or the next supervisory level, as the case may be, within five (5) working days after the receipt of the response from Step 1. Such appeal shall state the reason(s) why the Step 1 disposition is not satisfactory and shall include copies of the original written grievance and the response to the grievance.

14.402 The Vice President shall arrange a mutually agreeable time for meeting between the grievant and the grievant's representative, the Vice President and/or his designee, if requested, within ten (10) days after submission of the appeal. Following such meeting, the Vice President will render a

written decision on the matter within five (5) days, providing a copy to the Union.

- 14.500 Step 3. In the event that the response at Step 2 is not satisfactory and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's response to Step 2, meet with the Employer for the purpose of attempting to resolve the dispute(s). The Employer shall respond to the Union in writing within ten (10) working days after the Step 3 meeting.
- 14.600 Step 4. If the Union is not satisfied with the disposition of the grievance at Step 3, within thirty (30) calendar days after receiving the Step 3 response, the grievance may be processed through either Step 4-A OR Step 4-B as described below, but not both.
- 14.700 **Step 4-A**. The Union may appeal the grievance to the Director/Assistant Director of Personnel for review by a Grievance Review Board.
- 14.701 If both the Union and the Employer agree, upon submission the Personnel Office will have the grievance studied by a Grievance Review Board established especially for the case. This Board will be comprised of three full-time employees (in this case the term "employee" means any employee of the University not members of the bargaining unit exclusively). The grievant will select one member, the appropriate supervisor will select a second member, and the third member will be selected by the other two and will serve as Chairperson of the Grievance Review Board.
- 14.702 In the event that the third member cannot be agreed upon by the two selected members within five (5) working days following the initiation of Step 3-A, the Affirmative Action Officer shall appoint the third member after consultation with both representatives. The Board will conduct an investigation and will call a hearing within six (6) working days after its formation. During the course of the hearing, the employee and supervisor may choose to be present and the Board may call witnesses to clarify any aspects of the grievance. Representatives from both the Union and the Employer may be present. The Grievance Review Board will forward a written response to the grievant, the Union, the supervisor and the Personnel Office within three (3) working days after the hearing. This decision will be final and binding upon the Union, the Employer, and the employee(s) affected thereby.
- 14.800 **Step 4-B**. This step shall only apply to grievances which the Employer and the Union have not agreed to be studied and heard by a Grievance Review Board.
- 14.801 In the event of an unsatisfactory answer at STEP 3, and a failure on the part of the parties to have the matter heard by a Grievance Review Board, the Union may submit the grievance to arbitration.
- 14.802 The Union will notify the Personnel Office of its decision to submit the matter to arbitration. The Employer and the Union may agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within fifteen (15) days, the grievance may be submitted to the American Arbitration Association by either party for a binding decision, using the

rules of procedure of the AAA including selection of an arbitrator, from a rotating panel.

- 14.803 Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall not have power to alter, add to or subtract from, the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.
- 14.804 The decision of the award shall be binding upon the Union, the Employer, and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

14.900 MISCELLANEOUS CONDITIONS

- 14.901 Grievances shall be presented and handled in such a manner as not to interfere with the day to day orderly conduct of the University. All hearings and meetings shall normally be scheduled so as to avoid any interference with working hours, but, when necessary, participants will be released from other obligations.
- 14.902 The term "days" when used in this Article shall mean working days (between 8:00 a.m. and 4:30 p.m.). Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- 14.903 Any claim or grievance arising during the term of this Agreement may be processed through the grievance procedure until resolution.
- 14.904 Failure on the part of the employee to comply with the deadlines specified in the grievance procedure will result in forfeiture of her/his right to grieve this particular item and the grievance shall be withdrawn. Failure on the part of the Employer to comply with the deadline specified in the grievance procedure will mean the employee will be awarded the grievance.
- 14.905 All grievances and responses will be personally delivered to the appropriate parties and recipient will sign and date the document. If the appropriate parties cannot be located within the allotted response or filing time, the Director/Assistant Director of Personnel will receive the document. She/he must sign and date the document and will be held responsible for forwarding the document to the appropriate parties as soon as possible.
- 14.906 Nothing contained herein shall be construed as limiting the right of any employee to file a grievance and have a grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and provided that a member of the Union's Grievance Committee has been given the opportunity to be present at such adjustment.

- 14.907 A Union supported grievance shall be signed by either the Union President, Grievance Chairperson, or Uniserv Director.
- 14.908 There shall be no reprisals of any kind by the Employer taken against any employee(s) or her/his steward, any member of the Grievance Committee, or any other participant in the grievance.
- 14.909 All documents, communications, and records dealing with the process of a grievance shall be filed separately from the Personnel/Administrative files of the participants.

ARTICLE 15.000 SENIORITY

- 15.100 Seniority shall be defined as the length of continuous service with the Employer, as a member of the bargaining unit, since the most recent date of hire. Seniority will commence after successful completion of the probationary period as herein provided. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Seniority shall be applied only as specifically set forth in this Agreement. No employee may be displaced, bumped, or laid off by a less senior employee.
- 15.200 Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first date of work.
- 15.300 Part-time employees shall accrue seniority on a pro-rata basis. For those employees scheduled to work 34 hours or less each week, a separate seniority list will be kept. Seniority will be determined by the "hours scheduled to work" not by hours actually worked. Part-time employees may exercise their layoff/recall rights in accordance with Article 16.000, but are restricted only to those positions held by part-time employees.
- 15.400 LOSS OF SENIORITY

An employee's seniority shall terminate for any one of the following reasons:

- 15.401 If an employee voluntarily terminates his/her employment.
- 15.402 If an employee retires in accordance with the provisions of this Agreement.
- 15.403 If an employee is discharged and not reinstated.
- 15.404 If an employee fails to report from layoff when recalled in accordance with this Agreement.
- 15.405 If an employee is absent for three consecutive working days without notifying his/her immediate supervisor, without a contractually approved excuse.

15.500 RETENTION OF SENIORITY

Seniority is retained but does not accrue for periods of time set forth below:

- 15.501 Period of layoff, but not to exceed accrued seniority at the time of layoff.
 - 15.502 Unpaid leave of absence, unless accrual is specified in this Agreement for the specific leave.
 - 15.503 Transfer outside the bargaining unit to another position in the University, if the employee returns to the bargaining unit within twelve months.
 - 15.504 Long term disability leaves, but not to exceed accrued seniority at time of leave.
- 15.600 Ten month employees, full and part-time, shall be treated the same as 12 month employees, i.e., the 2 months an employee is off during the summer will accrue as time worked.
 - 15.700 No employee shall be required to bump anyone who is scheduled to work less hours per week than the employee was at the time of layoff.
 - 15.800 There shall be no super seniority for any employee in this unit. This provision includes Union officers and stewards as well as working foremen.

ARTICLE 16.000 LAYOFF AND RECALL

- 16.100 Employees to be laid off for an indefinite period of time will have at least fourteen (14) days written notice of layoff. The Employer will send a list of the employees laid off to the Union on the same date notices are issued to the employees.
- 16.200 When there is a decrease in the work force, temporary employees, then probationary employees will be laid off. Bargaining Unit employees would then be affected only within their respective divisions (Secretarial/Clerical and Plant/Business Services) and may exercise their seniority according to the following order, provided the employee meets the stated qualifications of the position and would be able, with a minimal amount of training, to perform the work.
 - 16.201 Transfer to a vacant position, if any, within the same classification and pay grade.
 - 16.202 Replace the least senior employee, if any, in the same classification and pay grade.
 - 16.203 Transfer to a vacant position, if any, within the next lower classification and pay grade.
 - 16.204 Replace the least senior employee, if any, in the next lower classification and pay grade and succeeding lower classifications and paygrades.
 - 16.205 Be laid off.

- 16.300 In applying the procedure as hereinabove provided, in no case shall a displaced employee replace an employee who has greater Bargaining Unit seniority. A displaced employee is one who was least senior and bumped to a position in a lower paygrade or an employee returning from an unpaid leave of absence where their former position was not guaranteed.
- 16.400 Employees displaced or laid off shall be recalled to their regular classification, or a lower classification, within their former classification series in the order of their seniority. In the event that a regular opening occurs in a classification and there are no employees on layoff or displaced from such classification series who are eligible to return to the series, such opening shall be filled in accordance with the regular job vacancy provisions of this Agreement.
- 16.500 Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. The notice shall state the classification, rate of pay, department, and date of which the recalled employee is expected to return. A copy of the recall letter shall be sent to the President of the Union. An employee so notified must indicate her/his acceptance of recall within five (5) working days after receipt of notification from the Employer. The employee must report to work within ten (10) days from the date of mailing notice of recall.
- Failure to accept recall from layoff or report to work, provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff, terminates seniority, recall rights, and employment with the Employer.
- 16.600 A laid off or ten-month employee shall, upon application at her/his option, be granted top priority status in their respective temporary pool according to her/his seniority. Said employee's seniority shall accrue while on active employment status.
- 16.700 Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, subject to the conditions of the carrier.
- 16.800 Employees shall retain recall rights for a period no longer than the number of continuous years of employment in the bargaining unit which the employee had acquired at the time of layoff.
- 16.900 Notices regarding all bargaining unit position postings shall be sent to all laid off employees by U.S. Mail on the same date of the initial posting.

ARTICLE 17.000 PAYGRADES, POSITIONS AND RECLASSIFICATIONS

- 17.100 The Union and the Employer shall negotiate rates for any current or modified paygrades and/or positions.
- 17.200 The rates for new positions shall be in conformity with the rates for positions of similar kind or class. When a new position is established, the Union and the Employer shall meet to negotiate the paygrade placement of the position and the rate of pay.

- 17.300 The Employer and the Union agree that positions should be appropriately classified for the purpose of compensation. Both parties further recognize that duties and responsibilities within an assignment may change over a period of time. Such changes may require an update of the job description (Article 27.000) or warrant a complete review of the position.
- 17.400 Within fifteen (15) working days of the reassignment and/or change in duties, the employee and her/his supervisor will meet to discuss the job description. A written, dated, signed proposed revision of the current job description will be developed and submitted to the appropriate Dean, Vice President or their designee for approval. Such approval will be completed within ten (10) working days. In the case where approval is not given (because the change is deemed to be inappropriate) the Dean, Vice President or designee shall discuss the matter with the employee and supervisor, and the job duties and description will be further revised or removed from the job description. The revised job description will be submitted to the Dean, Vice President or designee, and approval will then be completed within five (5) working days of receipt.
- 17.500 Upon receipt of the approved job description in Step 17.400, the supervisor shall forward a copy of both job descriptions to the Personnel Office. For the sake of uniformity, the Personnel Office may reformat the job description but shall not alter the substance of the approved job description. The employee and/or supervisor will notify the Personnel Office in writing if she/he wishes a review of her/his position for the purpose of reclassification. The union will be provided written notification within five (5) working days by the Personnel Office after receipt of the request for review.
- 17.600 The Director of Personnel, or her/his designee, upon receipt of the previous and the approved revised job descriptions, will conduct a comparison review. Such review will be comprehensive in comparison between the employee's previous job description and all revisions and/or additions thereto. If within five (5) working days of receipt of the revised job description the Director of Personnel decides that the job description has not significantly changed, he/she may direct that the request for study of the position be denied, subject to the appeal process defined herein, and the Union shall be notified.

Should the Director of Personnel decide the revised job description warrants further review, he/she or his/her designee will schedule the employee to complete the job review form(s) in the Personnel Office, and then the employee's supervisor will do same. The job review form(s) shall be agreed upon by the Employer and the Union.

It is recognized by both parties that it is the requesting employee's responsibility to complete the above forms in a timely manner. Should the employee fail to complete these forms, without written request for extension, within ten (10) days from the date of initial scheduling, the request shall be deemed abandoned. In such cases the Director of Personnel will notify the Union President in writing.

When the forms have been completed, the Personnel Office will compile the data and arrange a meeting with the supervisor and employee to discuss and clarify the information provided.

- 17.700 Within ten (10) working days of completion of Steps 17.400-17.600 above, the Personnel Office will schedule a meeting with the employee and her/his supervisor

for the purpose of review and discussion of all materials including the preliminary recommendation of classification. The additions/changes will be discussed, and the previous and revised job descriptions reviewed.

In the event that the employee and/or the supervisor disagrees with the preliminary recommendation, they may ask for a review of all materials leading to such preliminary recommendation. Within ten (10) days following this review, the Director of Personnel will render a final recommendation.

The recommendation will be submitted to the Administration of the Employer for approval. The Personnel Office shall notify the employee and the Union President of the decision, summarizing the rationale upon which the decision was based.

Any employee whose position is upgraded will receive the pay rate retroactive to the date the additional duties and/or responsibilities were assumed.

17.800 Once an employee's request for position review has been processed as herein described through Step 17.700, said employee may not request another job review for the twelve (12) months following the date the job description was first submitted at Step 17.600.

17.801 If the study cannot be completed in the specified amount of time, the Personnel Office will inform the Union of the reasons for the delay.

17.802 With mutual agreement these time limits can be waived.

17.900 Should a position be reduced to a lower paygrade, any employee holding such a position shall be allowed to maintain that job. The employee shall be paid the higher rate of pay for a period of one (1) year unless said employee successfully bids out of that position.

ARTICLE 18.000 VACANCIES, JOB POSTINGS, TRANSFERS AND PROMOTIONS

18.100 A vacancy is an additional position, a newly created position, or a position from which an employee has retired, died, bid out, quit, permanently dismissed, or taken a leave of absence which does not or no longer guarantees a reinstatement to a position. When a vacancy occurs upgrading or other movement to such vacancy shall be accomplished in the following manner.

18.200 Job vacancies shall be announced by the Personnel Office by posting said vacancies in the Interior and/or Employer bulletin boards for five (5) working days before they are filled. Sufficient copies of the posting shall be supplied to the Union prior to start date of posting, to permit posting on the Union's Bulletin Boards. The notice of vacancy shall contain the following information.

Date of posting.

Date the posting period expires.

Department where vacancy exists.

Classification and/or paygrade.

Rate of compensation.

Basic function and responsibility.

Minimum qualifications.

Number of hours in the work week and assigned hours to be worked.

Starting date.

Name of immediate supervisor.

Grant funding status.

Any tests that are to be administered will be done by the Personnel Office or the hiring authority and shall be listed on the official posting.

- 18.300 Any employee, providing she/he has the qualifications necessary or providing the employee's work performance reasonably shows that the employee has the capacity to attain the qualifications necessary, may bid for such openings by filing a written application with the Personnel Office during the five (5) day posting period. Applications will be treated as confidential information. Probationary employees or employees not in the same division as the position posting may apply only if no employee with seniority within that division applies.
- 18.400 The Employer will not fill the position nor interview applicants from outside the bargaining unit until all members of the bargaining unit who bid during the posting period have been interviewed by the employing supervisor.
- 18.500 For employees of the Secretarial/Clerical Division, the supervisor will make a selection of the applicant which she/he believes to be the best qualified. The selection of the best qualified person shall be based upon consideration of such factors as a candidate's length of employment at the University, previous work history (including records of attendance, discipline, and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved.
- For employees of the Plant/Business Services Division, the selection of the applicant shall be the most senior employee applying for the position who meets the minimum requirements.
- 18.600 A selection shall be made within ten (10) working days after the posting period (this may be extended by mutual agreement). The Employer shall promote from among those employees, except when there are no qualified bidders who meet the minimum qualifications. If the job is not filled in the manner prescribed above, the Employer may hire outside applicants. The Employer will notify the Union President when outside applications will be accepted.
- 18.700 The Employer will provide to the Union (for each vacancy filled) the name, hire date, step, and paygrade of the employee filling each vacancy. The position may be filled temporarily pending a permanent assignment in accordance with Article 10.
- 18.800 The successful applicant will be notified by the Personnel Office of the position offer. All employees who were qualified applicants and were not selected for the position vacancy will be notified directly by the Personnel Office within five (5) working days following the date of selection.
- 18.900 Subject to a mutually agreeable extension, normally the successful applicant will assume new duties within two (2) weeks. Upon request to the Personnel Office, unsuccessful applicants will be informed of the reason(s) why she/he was not selected.

- 18.1000 Employees who are accepted under the provision above will be given a trial period not to exceed ten (10) working days to determine whether they are still desirous of the position. It is agreed that no such employee will be given a trial period of less than ten (10) working days under this provision. A candidate appointed to a new position shall have the right to return to the former position.
- 18.1100 If an employee accepts a position in a lower classification (a lower pay grade), the employee's pay will be reduced to the equivalent step in the lower pay grade.
- 18.1200 Nothing contained in this Section is intended to prevent the Employer from making necessary changes in positions, eliminating or adding positions or creating new positions.
- 18.1300 All of the provisions contained in this Section shall be subject to the guidelines and goals of the Employer's Affirmative Action Plan.
- 18.1400 Temporary Vacancies
- 18.1401 Only one (1) employee presently working may transfer to a position which is temporarily vacant because of an approved leave of absence.
- 18.1402 Application procedures will be the same as for all other vacancies.
- 18.1403 The employee selected for the vacancy may revert back to their old position only with the approval of the immediate supervisor. If approval cannot be obtained, the employee may still take the temporary position only with the understanding that after completion of the temporary assignment (if no vacancy exists) he/she will be placed on layoff with no bumping rights but will retain recall rights and seniority as specified in the contract.
- 18.1404 For purposes of layoff/recall, the employee will retain her/his former classification level.
- 18.1405 The pay will be determined in the same manner as any other promotion or transfer.
- 18.1406 All other conditions of employment and rights as specified in the contract (including seniority accrual) will remain in effect for any employee who accepts a temporary assignment.
- 18.1407 If for some reason the employee on approved leave does not return, the position will be posted.
- 18.1408 If the employee who held the temporary position does not assume the position on a permanent basis, she/he shall be placed on layoff status with rights of recall but not bumping rights.

ARTICLE 19.000 UNPAID LEAVES

19.100 GENERAL CONDITIONS

19.101 Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Maternity leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child. The employee's supervisor will respond to the employee's leave request within ten (10) working days.

19.102 When the leave is for 4 months or less, an employee returning from a leave of absence shall be reinstated to the position and classification/paygrade he/she held when the leave began.

When the leave is for more than 4 months and no agreement exists for the employee to return to the same position, the employee shall be reinstated to a same or similar position in accordance with Article 16.

19.103 At least ten (10) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

19.104 SENIORITY

Upon the granting of an unpaid leave, in accordance with the above paragraphs, an employee's seniority will cease to accumulate as of the date of the leave. Upon return from an approved leave of absence, the employee's seniority will be reinstated and commence accruing as of the date of return. Any employee on illness or disability leave shall accrue seniority during such leave until such time when the long-term disability benefits commence.

19.105 The employee who is on a leave of absence without pay will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. Vacation, sick leave or other leave accrued at the time the leave is granted shall be retained until return.

19.106 The Employer will continue to pay insurance premiums for employees on illness, injury, disability, or child care leave and for unpaid personal leave for the purpose of illness or injury in the immediate family for a period of up to 3 months.

If the leave extends beyond three (3) months, continued payment shall be at the discretion of the University. Employees shall be given the option to continue the insurance coverages by paying the premiums directly, subject to any limitations imposed by the carriers.

19.200 LEAVES SHALL BE GRANTED FOR THE FOLLOWING:

19.201 Illness or Disability – Any employee whose illness or disability extends beyond his/her available sick leave will be placed on unpaid days until

such a time as he/she recovers. The employee shall provide evidence of the illness or disability and submit a physician's recommendation prior to return to work. Seniority shall continue to accrue and all step increases shall be granted until such time when the long-term disability benefits commence. All insurance premiums shall be paid by the Employer until long-term disability benefits commence and for an additional two years from the date long-term disability is approved.

- 19.202 Parental/Child Care – A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child and provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence shall be terminated upon request of the employee.
- 19.203 Public Service – An employee with at least two (2) years of seniority may request a leave of absence for the purpose of campaigning for, or serving in, a public office.
- 19.204 Union Office – An employee with at least two (2) years of seniority may request a leave of absence for the purpose of serving as an officer of the Union, or as an officer in its state or national affiliate.
- 19.205 Education – An employee with at least two (2) years of seniority may request a leave of up to twelve (12) months in order to pursue a full-time educational program.
- 19.206 Personal Leave – An employee who has completed her/his probationary period may request a personal leave for up to six (6) months. Such leave may be requested for any reason important to the employee. The leave may be extended for an additional 6 months for a maximum leave of absence of one year.

19.300 LIMITATIONS

An employee who:

- 19.301 Obtains a leave under the above paragraph by deceit or false pretenses;
or
- 19.302 During such leave or any extension of it engages in any other employment or any contract work (other than military service) without Employer approval; or
- 19.303 Without a reasonable and valid excuse and proven diligent effort to notify the Employer in advance fails to report for work on expiration of such leave or any extension of it, will be deemed to have resigned.

ARTICLE 20.000 JURY DUTY

An employee who serves on jury duty or who is subpoenaed as a witness and who is not a party to the action will be paid the difference between regular pay and the amount received for serving as a juror or serving as a witness. An employee is expected to report for regular University duty when his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. Employees should notify their supervisor of the notice to serve or appear as soon as possible. Employees will receive their regular University compensation during the period they serve as long as they endorse the compensation check received for jury or witness fees to the Employer. An employee should check with the Personnel Office before serving as a juror or a subpoenaed witness for instructions on the procedure for receiving the difference in pay. Jury or witness fees do not include reimbursed expenses or travel allowances.

ARTICLE 21.000 MILITARY LEAVE OF ABSENCE

21.100 SHORT TERM

All employees who belong to the National Guard, Officers Reserve Corps or similar military organization will be allowed an approved leave of absence without pay when ordered for military training duty.

21.200 LONG TERM

An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.

In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

ARTICLE 22.000 LEAVES OF ABSENCE WITH PAY

22.100 SICK LEAVE

22.101 Each employee shall be able to accumulate sick leave with the commencement of her/his employment.

22.102 Sick leave will accumulate at the rate of four (4) hours per pay period for full-time employees or on a prorated basis according to the number of hours an employee works each week for part-time employees. An employee who voluntarily asks for a reduction in hours on a permanent basis shall accumulate sick leave on a prorated basis in the same manner as part-time employees.

- 22.103 Sick leave shall be available for use by employees for the following purposes:
- 22.1031 personal illness or incapacity over which the employee has no reasonable control
 - 22.1032 disability due to pregnancy, childbirth, or recovery from same
 - 22.1033 medical or dental appointments
 - 22.1034 illness in the immediate family or other approved reason (up to 3 days per occurrence)
- 22.104 All payments for sick leave shall be made at the employee's current rate of pay.
- 22.105 If an employee becomes ill while at work, she/he should report her/his illness to her/his supervisor before leaving work. Upon return from sick leave of more than three (3) days duration, the employee may be required to present to the supervisor a statement from a physician, stating the nature of the illness or injury and that the employee may return to work with no restriction on duties to be performed.
- 22.106 Employees on leaves of absence or layoff shall not accrue sick leave during said periods unless specified in Article 19.000, Unpaid Leaves.
- 22.107 If an employee has completed ten (10) years of employment with the Employer, she/he will be paid for up to 65 accumulated, unused sick leave days at her/his current rate if she/he terminates her/his employment under the following conditions:
- 22.107.1 voluntary retirement under the provisions of the Employer Retirement Program
 - 22.107.2 forced retirement prior to regular retirement age for health reasons
 - 22.107.3 death while still in the employ of the Employer
- If an employee does not meet the above conditions, but the employee has completed fifteen (15) or more years of service and resigns in good standing, she/he will be paid for up to 65 accumulated sick leave days at her/his current rate.
- 22.108 Sick leave will be deducted in half-hour increments.
- 22.109 Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Employer shall pay the employee's full pay for the first seven days. After seven days when Worker's Compensation commences, the employee may elect to use sick leave, vacation, or personal leave accruals to make up the difference between the amount covered by Worker's Compensation pay and the employee's regular pay.

22.110 If an employee uses three (3) or less sick leave days for personal illness or disability from July 1 to June 30 of a contract year, the employee shall receive an additional vacation day or personal day.

22.111 After accumulating 65 sick leave days, if an employee does not opt for the additional vacation day or personal day, an employee may, at his/her option, receive payment for unused sick leave days during a contract year (July 1 through June 30) on the following basis: 1/3 payment, 1/3 accrue, 1/3 lose.

22.300 PERSONAL LEAVE

22.301 On July 1 of each year, each employee shall be credited with two (2) days to be used for the employees' personal business. An employee planning to use a personal business day or days shall notify her/his supervisor at least one day in advance, except in cases of emergency. The employee shall not be required to state the nature of the personal business.

Unused personal business days shall accumulate as vacation leave.

22.302 Personal leave may be taken in units of one half hour.

22.303 Extensions of personal leave may be granted at the Employer's discretion.

22.400 BEREAVEMENT LEAVE

Employees will receive bereavement leave with pay to make necessary arrangements when a death occurs to a member of the immediate family or another relative.

Time allowed:

22.401 Up to five (5) days bereavement leave with pay for a death in the immediate family. The immediate family is interpreted to include spouse, child, step-child, parent or step-parent of the employee or spouse, or with written justification, a person whose relationship to the employee warrants such bereavement. Up to three (3) days bereavement leave with pay for the death of a brother, sister, grandparent or grand-children of the employee or spouse.

22.402 One (1) day may be allowed as a paid excused absence in the case of the death of other relatives not defined as immediate family.

22.403 Additional time, if required, may be granted through the use of other leave policies (sick, vacation, or personal).

ARTICLE 23.000 HOLIDAYS

23.100 All employees covered by this Agreement shall receive holiday pay at the regular rate of pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls:

| | |
|-------------------------|------------------------|
| New Year's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day—July 4 | Christmas Day |
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | |

- 23.200 If any of the above holidays fall on a Saturday, it will be celebrated on the Friday before. If any of the above holidays fall on a Sunday, it will be celebrated on the Monday after. In the event that Christmas Eve Day and Christmas Day should fall on a Friday and Saturday (hence, New Year's Eve Day and New Year's Day would also fall on a Friday and Saturday), the Thursday before will be designated as a holiday. In the event that Christmas Eve Day and Christmas Day should fall on a Sunday and Monday (hence New Year's Eve Day and New Year's Day would also fall on a Sunday and Monday), the Tuesday after will be designated as a holiday.
- 23.300 In observance of religious holidays, four (4) hours will be allowed during any contract year. These hours will be scheduled in advance with the immediate supervisor. It is recognized that offices must remain staffed, and in the event of conflict regarding requests for time off in observance of religious holidays, the most senior employee(s) in the department will be granted priority. In those situations where a department has only one (1) bargaining unit employee and said employee wishes to observe the religious holiday, the supervisor will make arrangements to have the office staffed.
- 23.400 Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed. Those employees not regularly scheduled to work on a recognized holiday will receive an additional vacation day to be taken at a later date.
- 23.500 Employees receiving additional compensation above their regular wage for special work load assignments or for special transfer assignments will receive the additional compensation whether they are required to work or not on a day celebrated as a holiday.
- 23.600 CHRISTMAS-NEW YEAR CLOSURE
- If the Employer is closed during the period between Christmas and New Year's each employee shall be granted two (2) paid days by the Employer to cover the time when the Employer is closed. If additional days are needed to provide full pay during the time when the Employer is closed, those days may be taken from the employee's vacation or personal leave bank. In the event that an employee has no balances, the employee shall have the option of borrowing vacation days in advance or to take time off without pay.
- 23.700 If an employee terminates her/his employment, she/he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of her/his projected terminal vacation.

ARTICLE 24.000 VACATION

- 24.100 The vacation year for vacation purposes is the employee's seniority date.

- 24.200 Regular full-time employees accrue vacation time at the rate of four (4) hours per pay period. Bonus days will be accrued according to the following schedule:

| <u>LENGTH OF SERVICE</u> | <u>BONUS DAYS EARNED</u> |
|--------------------------------|--------------------------|
| Hired through end of two years | No bonus days |
| Beginning of year 3 | 1 bonus day (8 hours) |
| Beginning of year 4 | 2 bonus days (16 hours) |
| Beginning of year 5 | 3 bonus days (24 hours) |
| Beginning of year 6 | 4 bonus days (32 hours) |
| Beginning of year 7 | 5 bonus days (40 hours) |
| Beginning of year 8 | 6 bonus days (48 hours) |
| Beginning of year 9 | 7 bonus days (56 hours) |
| Beginning of year 10 | 8 bonus days (64 hours) |

- 24.300 Permanent part-time employees will be entitled to paid vacation days proportionate to the time actually worked. No employee may accumulate vacation days in excess of those earned during the two most recent years of employment.
- 24.400 Vacation days earned during the first four (4) months of employment will be accredited to the employee after the successful completion of the probationary period.
- 24.500 An employee's vacation pay will be at their current rate of pay and may be used in half-hour increments.
- 24.600 An employee who has completed the probationary period and gives a two-week notice of intent to leave, or is discharged by the Employer, will be paid for vacation time which has accumulated under the above plan.
- 24.700 Vacation hours may be taken at any time during the year and in any quantity the employee desires with the approval of the employee's immediate supervisor. When two or more employees request the same vacation period, the more senior employee within that office will be granted the request, as long as the request is submitted in compliance with established procedures of the office in which the employee works. The supervisor shall respond within five (5) working days after the employee's request.
- 24.800 Vacation time accrues during time worked and during paid absences covered by this Agreement. Vacation time does not, however, accrue during unpaid leaves of absence or layoff.
- 24.900 No cash payment or other benefits shall be made to employees in lieu of vacation leave except in cases of proper termination.

ARTICLE 25.000 ABSENCES

- 25.100 When absent from work, the employee must make a reasonable effort to notify her/his supervisor of the reason at the beginning of her/his shift. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged and specifically approved by the supervisor.

Failure to comply with this provision for three (3) consecutive working days is a voluntary termination.

- 25.200 Absences with pay must be charged to personal leave, accrued vacation, or sick leave, whichever is appropriate.
- 25.300 For absences due to inclement weather where a determination has been made to continue University operations, employees will choose whatever leave is available to them (vacation, personal, or sick) to avoid loss of compensation. In the event that the Employer determines that a shut-down of operations is necessary and employees are not required to work, it will make every effort to notify the employees by radio or television of such a shut-down, and use of an employee's leave allowances will not be required. Those employees required to work when the University is closed will be paid at the rate of time and one-half, or will be provided with an additional day to be added to their regular vacation bank, at the employee's option.

ARTICLE 26.000 SALARY ADJUSTMENTS

26.100 SALARY ADJUSTMENTS FOR SPECIAL TEMPORARY WORKLOAD ASSIGNMENTS

If an employee is assigned by the Employer work normally performed by another bargaining unit employee, the assignment shall be reduced to writing; and after five (5) consecutive working days, retroactive to the first day of the assignment, the employee shall be compensated as follows:

- 26.101 if in a higher grade, an additional \$1.25 per hour
- 26.102 if in the same grade OR LOWER GRADE, an additional \$1.00 per hour
- 26.103 this provision shall not apply when an employee replaces another employee on vacation or sick leave of ten (10) days or less.
- 26.104 If an employee substitutes for a working foreman/assistant working foreman, she/he shall be compensated respectively at the rate of \$1.75 or \$1.00 per hour without the five day delay.

26.200 SALARY ADJUSTMENTS FOR TRANSFERS

- 26.201 If an employee is temporarily transferred to another position in the same or lower pay grade, her/his salary shall remain the same.
- 26.202 If an employee is temporarily transferred and assigned for a period of five (5) consecutive work days or more, by the Employer, to perform the duties of a position in a higher pay grade than the position she/he is regularly assigned, she/he shall, retroactive to the first day of the transfer and for the duration of such temporary transfer and assignment, receive an increase to the minimum rate specified for such higher position or an additional \$1.25 per hour, whichever is greater.

26.203 Temporary transfers shall not exceed thirty (30) calendar days, unless mutually agreed upon by the Union and the Employer.

26.300 SALARY ADJUSTMENTS FOR TEMPORARY WORKLOAD ASSIGNMENTS OUTSIDE OF THE BARGAINING UNIT

26.301 In the absence of regular supervisory staff, the Employer may temporarily assign an employee as a supervisor to direct other employees in the performance of their duties or to assume additional responsibilities. The Union shall be notified of such an assignment and the rate of compensation to be paid.

26.302 The temporary supervisor shall not assume the responsibility for hiring, discharging, evaluating, or disciplining other employees.

ARTICLE 27.000 JOB DESCRIPTIONS

27.100 A copy of the approved Job Descriptions will be available to each current employee and provided to all new employees when hired by the Employer.

27.200 The Union will receive one complete set of all job descriptions and will receive updated descriptions as they occur.

27.300 The Job Description shall include at a minimum:

- Title of position and summary description
- Minimum requirements and qualifications
- A specific statement of the required tasks, responsibilities, and essential functions
- Title of immediate supervisor

27.400 A review or updating of a Job Description may be initiated by an employee or her/his supervisor.

27.500 When major changes are made in the nature or duties of any job, the parties will review the position for possible reclassification, according to Article 17.000, PAYGRADES, POSITIONS AND RECLASSIFICATIONS.

ARTICLE 28.000 EVALUATION

28.100 An evaluation is a periodic objective appraisal of an employee's performance of assigned duties and responsibilities, as outlined by the employee's job description.

28.200 Probationary employees shall be evaluated at the end of two (2) months of employment and again two weeks prior to the end of the probationary period.

28.300 Seniority employees shall be evaluated at least annually.

28.400 Special evaluations may be made at other times at the request of the supervisor either to recognize special achievement through the evaluation process, or to identify unsatisfactory performance as provided in Article 12.000, DISCIPLINE.

- 28.500 Each employee, upon her/his employment or upon a change in the job description, shall be apprised of the specific criteria upon which she/he will be evaluated.
- 28.600 Following each evaluation, a conference will be held for the supervisor to review the evaluation with the employee. The employee will be asked to sign the evaluation, but such signature shall only indicate that it has been reviewed with the employee. The employee may submit a response to the evaluation if she/he disagrees with its content, or may submit contents in support of an evaluation with which she/he is in agreement. All written evaluations are to be placed in the employee's personnel file.
- 28.700 Each employee's evaluation shall include at the conclusion of the report an overall rating which will indicate whether the employee's performance is satisfactory or unsatisfactory. An employee whose work is rated as unsatisfactory shall be given a plan of correction to improve such performance deficiencies.
- 28.800 The immediate supervisor shall be responsible for the evaluation, however, it is understood that other administrators may be involved in the evaluation process. Working foremen may be involved in discussions, but the supervisor shall be responsible for conducting the interview, the content of the evaluation form and signing the evaluation form.

The signature of the working foreman on the evaluation form indicates that he/she was present at the evaluation interview.

ARTICLE 29.000 MANAGEMENT RIGHTS

Nothing in this Agreement shall be determined to limit or curtail the Employer in any way in the exercise of its rights, powers and authority which the Employer had prior to July 23, 1980, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage the University, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, including the assignment and placement of student employees, the right to make all plans and decisions on all matters involving the administration of the Employer, and the right to introduce new and improved methods and facilities, to maintain discipline and efficiency of employees, determine the qualification of employees, and regulate quality and quantity of work. The Union reserves the right to grieve when action taken by the Employer under this paragraph is contrary to this Agreement or to a limitation of such Employer's rights contained in this Agreement.

ARTICLE 30.000 FRINGE BENEFITS

30.100 HEALTH INSURANCE:

The Employer will pay up to the following amounts per month for all employees working thirty (30) hours per week or more:

| <u>EFFECTIVE DATES</u> | <u>MONTHLY PREMIUMS</u> | |
|------------------------|-------------------------|-------------|
| November 1, 1991: | \$203 | One Person |
| | \$395 | Two Persons |
| | \$405 | Full Family |
| November 1, 1992: | \$203 | One Person |
| | \$395 | Two Persons |
| | \$405 | Full Family |
| November 1, 1993: | \$216 | One Person |
| | \$420 | Two Persons |
| | \$430 | Full Family |
| November 1, 1994: | \$221 | One Person |
| | \$430 | Two Persons |
| | \$440 | Full Family |

- 30.101 Saginaw Valley State University will maintain the existing Blue Cross/Blue Shield Health Insurance Plan for the benefit of all bargaining unit members and their spouses and dependent children subject to all terms, definitions and conditions of eligibility. The University shall have the option to provide equivalent or better coverage and agrees to pay the amounts in 30.100 towards the monthly premium for this insurance.

A University-Wide Study Committee will examine alternative health plans or possible revisions in current coverage in an attempt to contain health insurance costs within the proposed maximums.

- 30.102 **HEALTH MAINTENANCE ORGANIZATION:** The Employer will provide an option for bargaining unit members to join a plan which qualifies as a Health Maintenance Organization. Further, the University agrees to pay the cost towards the premiums for such a plan not to exceed the amounts set forth in 30.100.

Blue Cross/Blue Shield provides basic insurance covering hospitalization and surgical-medical expenses. The plan will pay 90% of major medical expenses after a deductible amount of \$50.00, \$100.00 per family, has been met in any one calendar year. A \$2.00 co-payment for prescription drugs is also provided.

Blue Care Network (GHS) provides members with unlimited access to medical care at two main facilities: Fashion Square Boulevard of Saginaw, and Bay Area Center of Bay City, or via the Blue Care Network. If services required are not available at the main facility, the Blue Care Network physician provides a referral to an outside provider.

Under the Network concept, each family member can choose his own personal primary care doctor from the list of those practicing at the main facility or from the list of those who are affiliated with the Blue Care Network and have private practices in the community. Prescription drugs are provided at the Blue Care Network facility at no cost to the member or through a participating pharmacy with a minimal additive charge.

Health Plus of Michigan is an Independent Practice Association Health Maintenance Organization with over 1,600 participating physicians and approximately 125,000 members. In the Saginaw-Bay City area, 230 physicians participate in the Plan and over 12,000 members are enrolled.

The member selects a primary care physician for each member of the family from among the list of Plan Physicians. Doctor visits are fully covered with no up-front deductibles to meet and no claim forms to fill out. Prescription drug stores fill the prescription order.

Other fully covered services from participating providers include Hospital Services, out-patient services, maternity and home health services. All services must be provided by or authorized by Health Plus of Michigan Plan Physicians and obtained from participating or approved providers of facilities.

ENROLLMENT POLICY:

New employees may elect coverage under BC/BS, Health Plus, or Blue Care Network during their first thirty (30) days of employment. The effective date of coverage would be the first day of that month if the option is made on or before the 25th day of the previous month, and the succeeding month if the option is made later.

The chart below illustrates the enrollment policy:

| Employees Hired Between and Including | Attach Application Cards to Group Remittance for the Period Beginning | Effective Date of Coverage |
|---|--|-------------------------------|
| 9-25 thru 10-25 | 11-1 | 11-1 |
| 10-25 thru 11-25 | 12-1 | 12-1 |
| 11-25 thru 12-25 | 1-1 | 1-1 |
| 12-25 thru 1-25 | 2-1 | 2-1 |
| 1-25 thru 2-25 | 3-1 | 3-1 |
| 2-25 thru 3-25 | 4-1 | 4-1 |
| 3-25 thru 4-25 | 5-1 | 5-1 |
| 4-25 thru 5-25 | 6-1 | 6-1 |
| 5-25 thru 6-25 | 7-1 | 7-1 |
| 6-25 thru 7-25 | 8-1 | 8-1 |
| 7-25 thru 8-25 | 9-1 | 9-1 |
| 8-25 thru 9-25 | 10-1 | 10-1 |

The University has established minimum monthly amounts which it will pay toward the cost of medical and dental insurance. These amounts are established through contractual agreements or policies for each employee group on an annual basis.

30.200 DENTAL INSURANCE

The Employer shall pay up to \$20.00 per month toward the cost of coverage for the single subscriber and dependent coverage.

Blue Cross/Blue Shield – The Dental plan provides reasonable and customary charges for the following services:

Type A (Preventive) – 100%
 Type B (Basic Services) – 50%
 Orthodontics – 50%

The plan requires a deductible amount of \$25.00, \$50.00 per family, per contract year. The maximum benefit per contract year is \$800.00 (except for orthodontics, available to eligible dependents under age 19).

Blue Care Network (GHS) – The Dental plan provides the following benefits:

Type A (Preventive) – 100%
 Type B (Basic Services) – 50%
 Orthodontics – 50%

The plan requires no deductible, but as with the Blue Care Network Medical coverage, all dental services must be received via the Blue Care Network main facility or through participating dentists in the community. The maximum benefit per contract year is \$800.00.

30.300 VISION INSURANCE

The Employer shall pay up to the single subscriber rate per month toward the cost of a Vision Insurance Plan. The parties shall agree to the Vision Insurance Plan.

Blue Cross/Blue Shield – The plan covers the reasonable charge of participating providers subject to a \$5.00 deductible for an eye examination and a \$7.50 deductible for lenses and frames or contact lenses, each contract year. It allows for one eye examination per year, with a change in lenses if prescribed by the optometrist. Frames can be replaced every two years. Maximum payment on contact lenses is \$35.00.

Blue Care Network (GHS) – The plan covers one eye exam per calendar year, with a change in lenses if prescribed by the optometrist. Frames can be replaced every 2 calendar years. There is a \$5.00 co-pay for the exam and \$5.00 co-pay for lenses/frames. Maximum payment on contact lenses is \$35.00.

30.400 DISABILITY INSURANCE

All full-time employees will be covered by a disability insurance program at no cost to the employee. The monthly income benefit will be equal to 60% of monthly salary base of the employee at the commencement of the period of continuous total disability. In no event will the sum of the monthly income benefit exceed \$3,000. This plan is for disability related to illness or injury which exceeds ninety (90) days. There is a one-year waiting period before an employee is eligible for this coverage, but the waiting period can be waived if the employee has been covered by a group long-term disability plan within the three-month period prior to employment at SVSU.

30.500 GROUP LIFE INSURANCE

The following schedule of life insurance benefits will be provided to the employees who work at least 32 hours a week.

The plan is provided through Teachers Insurance and Annuity Association (TIAA). SVSU will pay the total cost of insurance for each eligible employee. The life insurance benefit is a multiple of the employee's basic annual salary and is determined by the following schedule:

| <u>AGE</u> | <u>ANNUAL SALARY MULTIPLE</u> |
|---------------------|-------------------------------|
| Less than 35 | 4.0 |
| 35 but less than 40 | 3.5 |
| 40 but less than 45 | 3.0 |
| 45 but less than 50 | 2.5 |
| 50 but less than 55 | 2.0 |
| 55 but less than 60 | 1.5 |
| 60 and over | 1.0 |

The plan provides for a Principal Amount of Accidental Death and Dismemberment (AD&D) benefits equal to the amount of life insurance, except that the maximum amount of AD&D benefits is \$100,000.00

30.600 RETIREMENT BENEFITS (TIAA-CREF)

The Retirement Plan will cover all permanent, full-time employees. The Retirement Plan is voluntary on employment but required after completion of five years of service and attainment of age 35.

Participants in this retirement plan may retire at the end of the academic year in which they attain age 55.

The Employer shall contribute ten percent (10%) of the participant's salary to the TIAA-CREF Retirement Plan. An employee may contribute additional amounts to either the regular or supplementary Retirement Plan.

All allocations to annuities shall be made in accordance with TIAA-CREF policy.

CONTRACTS — Each TIAA retirement annuity contract and CREF certificate issued in accordance with this plan is for the sole purpose of providing retirement and/or death benefit and is the property of the individual participant.

REPURCHASE — In the event a participant in TIAA or TIAA-CREF leaves the employment of the Employer for reasons other than retirement or disability and requests repurchase of his annuity, the Employer will approve such repurchase provided it meets the conditions under which TIAA-CREF will repurchase annuities.

TAX DEFERRED ANNUITY — It is possible to have the portion the employee contributes to retirement set up as a tax sheltered annuity, where instead of paying income tax on it now, the tax will be paid on receipt of the funds after retirement. Whether or not the employee's share is set under the tax deferred annuity, under

current laws the portion the Employer contributes and all earnings will be taxable when received.

30.700 SOCIAL SECURITY

Employees shall pay social security in accordance with the levels as determined by the Social Security Administration.

30.800 TUITION ASSISTANCE

Employees shall be granted seventy-five percent (75%) of the University tuition, listener's permits and facilities fees. Employees' spouses and their dependents, as defined by the IRS regulations, will be granted one-half of the tuition, listener's permits and facilities fees provided they meet admissions requirements.

Employees shall be reimbursed fifty (50) percent of the cost of tuition for Delta College courses after completion of the course and submission of a grade report indicating a grade of "C" or better. Such courses must not be available at SVSU during the semester taken or must be courses which are taken to upgrade the employee's work skills or knowledge. Delta College courses required for a Secretarial Science Associate degree or any courses offered through a certification program shall qualify for the tuition grant.

Work schedules may be adjusted to allow employees to take classes during the normal working hours only if written permission is received from the appropriate Vice President, which shall include an agreement to make up hours or utilize paid or unpaid leave time. (Permission forms available in the Personnel Office.)

ARTICLE 31.000 WAGES

31.100 Employees will advance one step per year and may not be advanced additional steps as part of any promotional package. A promotion shall be defined as movement to a position in a higher paygrade, e.g., from paygrade 4 to paygrade 5.

31.200 Employees will advance from one step to another on July 1 of each year, provided that said employees have been on active employment status for a minimum of eight (8) months. (Active employment status includes all paid leaves and unpaid days not governed by unpaid leave policies.) To implement this provision, the July 1 step movement for Plant/Business Services Division employees will commence July 1, 1993. Employees in this division with an anniversary date between July 1 and December 31, 1992, will move a step on July 1, 1993. Employees in this division with an anniversary date between January 1 and June 30, 1993, will move a step July 1, 1994.

31.300 Employees promoted from one paygrade to another shall be placed on the same step of the higher paygrade as the previous paygrade.

31.400 Employees who voluntarily transfer to a lower paygrade shall receive the pay rate at the same step in the lower paygrade except as governed by the guidelines as specified in Article 18.000 of this Agreement.

- 31.500 Each working foreman shall be compensated at the rate of \$1.75 per hour above her/his step rate in accordance with the wage scale. Each assistant working foreman shall be compensated at the rate of \$1.00 per hour above her/his step rate in accordance with the wage scale. The working foreman/assistant working foreman compensation shall be paid only for the duration of the assignment. Any employee who substitutes for a working foreman/assistant working foreman shall also receive the additional compensation.

31.600

| | | 3.00% INCREASE EFFECTIVE FISCAL YEAR 1991-92 | | | | | |
|---|------------------|--|----------|---------|---------|---------|---------|
| | PAY GRADE S/C | START | 120-DAYS | 1-YEAR | 2-YEARS | 3-YEARS | 4-YEARS |
| 1 | CUSTODIAN (1) | \$7.47 | \$8.29 | \$8.62 | \$8.97 | \$9.33 | \$9.70 |
| 2 | GROUND (2) | \$7.73 | \$8.55 | \$8.89 | \$9.25 | \$9.62 | \$10.00 |
| 3 | G/A, G/N II | \$7.98 | \$8.81 | \$9.16 | \$9.53 | \$9.91 | \$10.30 |
| 4 | G/A, GN I (3) | \$8.50 | \$9.12 | \$9.48 | \$9.86 | \$10.26 | \$10.66 |
| 5 | MAINT II (4) | \$9.01 | \$9.63 | \$10.01 | \$10.41 | \$10.84 | \$11.27 |
| 6 | MAINT I (5) | \$10.04 | \$10.66 | \$11.08 | \$11.53 | \$11.99 | \$12.47 |
| 7 | HVAC (6) | \$10.30 | \$10.92 | \$11.35 | \$11.80 | \$12.28 | \$12.77 |

31.700

| | | 3.00% INCREASE EFFECTIVE FISCAL YEAR 1992-93 | | | | | |
|---|------------------|--|----------|---------|---------|---------|---------|
| | PAY GRADE S/C | START | 120-DAYS | 1-YEAR | 2-YEARS | 3-YEARS | 4-YEARS |
| 1 | CUSTODIAN (1) | \$7.69 | \$8.54 | \$8.88 | \$9.24 | \$9.61 | \$9.99 |
| 2 | GROUND (2) | \$7.96 | \$8.81 | \$9.16 | \$9.53 | \$9.91 | \$10.30 |
| 3 | G/A, G/N II | \$8.22 | \$9.07 | \$9.43 | \$9.81 | \$10.21 | \$10.61 |
| 4 | G/A, GN I (3) | \$8.75 | \$9.39 | \$9.76 | \$10.15 | \$10.57 | \$10.98 |
| 5 | MAINT II (4) | \$9.28 | \$9.92 | \$10.31 | \$10.73 | \$11.16 | \$11.61 |
| 6 | MAINT I (5) | \$10.34 | \$10.98 | \$11.42 | \$11.87 | \$12.35 | \$12.85 |
| 7 | HVAC (6) | \$10.61 | \$11.25 | \$11.69 | \$12.16 | \$12.65 | \$13.16 |

31.800

| | | 2.50% INCREASE EFFECTIVE FISCAL YEAR 1993-94 | | | | | |
|---|------------------|--|----------|---------|---------|---------|---------|
| | PAY GRADE S/C | START | 120-DAYS | 1-YEAR | 2-YEARS | 3-YEARS | 4-YEARS |
| 1 | CUSTODIAN (1) | \$7.88 | \$8.75 | \$9.10 | \$9.47 | \$9.85 | \$10.24 |
| 2 | GROUND (2) | \$8.16 | \$9.03 | \$9.38 | \$9.77 | \$10.16 | \$10.56 |
| 3 | G/A, G/N II | \$8.43 | \$9.30 | \$9.67 | \$10.06 | \$10.46 | \$10.87 |
| 4 | G/A, GN I (3) | \$8.97 | \$9.62 | \$10.00 | \$10.41 | \$10.83 | \$11.25 |
| 5 | MAINT II (4) | \$9.51 | \$10.17 | \$10.57 | \$10.99 | \$11.44 | \$11.90 |
| 6 | MAINT I (5) | \$10.60 | \$11.25 | \$11.70 | \$12.17 | \$12.66 | \$13.17 |
| 7 | HVAC (6) | \$10.87 | \$11.53 | \$11.98 | \$12.46 | \$12.96 | \$13.48 |

31.900

| | | 3.00% INCREASE EFFECTIVE FISCAL YEAR 1994-95 | | | | | |
|---|------------------|--|----------|---------|---------|---------|---------|
| | PAY GRADE S/C | START | 120-DAYS | 1-YEAR | 2-YEARS | 3-YEARS | 4-YEARS |
| 1 | CUSTODIAN (1) | \$8.12 | \$9.02 | \$9.37 | \$9.76 | \$10.15 | \$10.55 |
| 2 | GROUND (2) | \$8.40 | \$9.30 | \$9.67 | \$10.06 | \$10.46 | \$10.88 |
| 3 | G/A, G/N II | \$8.68 | \$9.58 | \$9.96 | \$10.36 | \$10.77 | \$11.20 |
| 4 | G/A, GN I (3) | \$9.24 | \$9.91 | \$10.30 | \$10.72 | \$11.16 | \$11.59 |
| 5 | MAINT II (4) | \$9.80 | \$10.47 | \$10.89 | \$11.32 | \$11.78 | \$12.25 |
| 6 | MAINT I (5) | \$10.92 | \$11.59 | \$12.05 | \$12.53 | \$13.04 | \$13.56 |
| 7 | HVAC (6) | \$11.20 | \$11.87 | \$12.34 | \$12.84 | \$13.35 | \$13.89 |

31.1000 LONGEVITY PAY

In December of each contract year, a lump sum longevity payment of two percent (2%) of annual base wage as of December of that contract year shall be paid to all employees who have ten (10) to fourteen (14) years of service as of December 31 of that contract year.

In December of each contract year, a lump sum longevity payment of three percent (3%) of annual base wage as of December of that contract year shall be paid to all employees who have fifteen (15) or more years of service as of December 31 of that contract year.

Years of service shall be determined by the employee's seniority date.

Should an employee retire or otherwise leave employment of the Employer, in good standing, after December 31 of a contract year, said employee will be paid longevity in full, prorated from her/his last seniority date.

ARTICLE 32.000 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and shall continue in effect until the 30th day of June 1995.

If either party desires to terminate this Agreement, it shall give written notice to the other party by May 1st prior to the termination date. If either party desires to modify one or more provisions of this Agreement or desires to add provisions, it shall by May 1st prior to the termination date give written notice to the other party.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter subject to notice of termination or modification after thirty (30) days written notice by either party to the other party.

SVSU Board of Control

SVSU Support Staff Association,
MEA/NEA

BY *Eric R. Britt*
Lawrence K. Fitzpatrick
[Signature]
[Signature]
Kay A. Muested
[Signature]
Robert J. Tuttle
Paul Sapp

BY *[Signature]*
[Signature]
Worie Becker
[Signature]
Cheryl S. Michalski
[Signature]

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