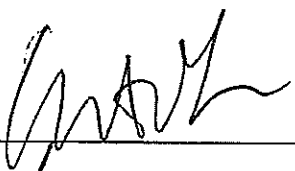



**Tentative Agreement: Article 1  
WMU/MSEA Negotiations 2026**

**ARTICLE 1  
PREAMBLE**

1.§1 This Agreement is made and entered into this 1st day of July ~~2022~~ 2026, at Kalamazoo, Michigan, by and between WESTERN MICHIGAN UNIVERSITY (hereinafter referred to as “the Employer” or “the University”), and the Michigan State Employees Association (hereinafter referred to as “the Union” or “MSEA”), as exclusive representative of employees employed by Western Michigan University and as specifically set forth in Article 3, shall be effective on the above date provided that it has been ratified by the Employer and the Union.

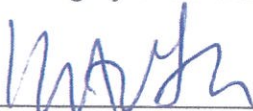

1.§2 All non-economic provisions contained in this Agreement will be effective according to their terms upon ratification. Economic provisions of this Agreement shall become effective on the date specified in the particular Article. No provisions of this Agreement shall apply retroactively unless so specified in the particular Article.

WMU		Date	5/13/26
MSEA		Date	5/13/26

**Tentative Agreement: WMU/MSEA Negotiations 2026**

The parties agree that there are no changes to the following provisions of the 2022-2026 WMU/MSEA Collective Bargaining Agreement:

- Article 2 - Purpose and Intent
- Article 3 – Recognition
- Article 5 - Management Rights
- Article 10 - Performance Review
- Article 12 – Layoff and Recall Procedure
- Article 17 – Personnel Files
- Article 19 - Labor-Management Meetings
- Article 20 – Work Rules
- Article 21 – Grooming and Attire
- Article 23 – Probationary Employees
- Article 24 - Supplemental Employment
- Article 25 – Non-Discrimination
- Article 26 – Sexual Harassment
- Article 27 – Tobacco Free Policy
- Article 28 – Polygraph Examinations
- Article 31 – Wage Assignments and Garnishments
- Article 35 – Mobility Career Advancement
- Article 41 – Printing of the Agreement
- Article 42 – No Strike/No Lockout
- Article 44 – Severability
- Article 45 – Appointments
- Article 46 – Integrity of the Bargaining Unit



WMU		Date	<u>3-24-26</u>
MSEA		Date	<u>3/24/26</u>

Tentative Agreement: Article 4  
WMU/MSEA Negotiations 2026

ARTICLE 4  
ASSOCIATION RIGHTS

No changes to Article 4 except as follows:

4. §5 Access to Premises by the MSEA Staff. The Employer agrees that non-employee officers and representatives of the Union or the MSEA shall be admitted to the non-public portions of the premises of the Employer during working hours and upon arrival will give notice to the **Director of Labor Relations and Power Plant Director** ~~designated Employer representative~~. Such visitation shall only be for the purpose of participating in Labor-Management meetings, conducting Union internal business related to the bargaining unit on non-work time of all participants, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement. Only designated non-work and meeting areas may be used for this purpose. Exceptions shall be only with Employer permission. Employee representatives shall have access to the premises in accordance with this Agreement.

WMU		Date	3/24/26
MSEA		Date	3/24/26

3/24/26

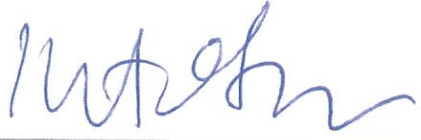

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Tentative Agreement: Article 6  
WMU/MSEA Negotiations 2026

ARTICLE 6  
MSEA SECURITY

No changes to Article 6 except as follows:

6.§1 Dues Deduction. For those employees for whom properly-executed deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay on a biweekly basis the biweekly Union dues or representation fee as per such authorization and shall remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the treasurer of the Michigan State Employees Association, **924 Centennial Way, Suite 400, P.O. Box 13158, Lansing, Michigan 48901-48917**. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of actions taken in or by reason of the Employer's compliance with the provisions of this Section.

WMU		Date	<u>3/24/26</u>
MSEA		Date	<u>3/24/26</u>

WMU Counterproposal:  
WMU/MSEA Negotiations 2026

ARTICLE 7  
MSEA BUSINESS AND ACTIVITIES

No Changes to Article 7 except as follows:

7.§1 Time Off for Union Business. To the extent that attendance for Union business does not substantially interfere with the Employer's operation, then leave of absence without pay and without loss of seniority shall be granted to employees who are elected or otherwise selected or designated as official representatives of the local Union, or MSEA board of directors, or executive council to attend MSEA or International Union conventions, classes, -or other board, or business meetings provided: 1) such leaves shall not exceed ten (10) consecutive regularly-scheduled working days; 2) no more than two (2) employees shall be granted such leaves at the same time; and 3) written requests for leaves for the affected employees, signed by the designated MSEA representative or his/her designee, are received by the Employer's **Director of Labor Relations Human Resources Office** at least five (5) regularly-scheduled working days prior to the start of the anticipated leave of absence. Union business leave shall be limited to the aggregate duration of one hundred ninety two (192) hours per fiscal year, and shall be without loss of seniority.

~~Leave of absence without pay and without loss of seniority must be considered Union-paid release. The University must bill the Union for approved this Union-Business Leave paid release. The billing must be at the employee's regular hourly pay rate plus any applicable shift differential plus the University fringe benefit rate. The Union agrees to pay the University upon receipt of the bill. The employee must punch out for the scheduled Union-paid release; however, they will be paid for that time by the University, who will be reimbursed by the Union.~~

~~7.§1.1 Union Educational Leaves. Leave of absence with pay and without loss of seniority must be granted to those regular employees elected or selected to attend educational classes conducted by and/or on behalf of the Union provided a written request for such leave is presented to the Director of Labor Relations by the Union containing a satisfactory certification that such leave are for the purpose of attending bona fide educational classes at least five (5) regularly-scheduled working days prior to the start of the anticipated absence. No more than two (2) employees will be granted such leave of absence at any one time and the aggregate duration of such leave must not exceed a total of one hundred twenty (120) hours each year. Up to an additional twenty five (25) hours of paid educational release per year shall be made available to the Chief Steward or~~

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~~Union selected representative to attend safety-related educational classes jointly approved by the Union and by the University's Division of Environmental Health and Safety.~~

**7.§1.1 Basic and Advanced Steward Training.** The parties agree that Basic and Advanced Steward Training will benefit both the Union and the University by facilitating labor relations between the parties. It is agreed that after the Union furnishes the names of the designated chief and job stewards (as per Article 18.§2.2), the Union will identify which Steward(s) should receive Basic and Advance Steward Training. Once the parties reach an agreement regarding which employee must receive the training, the Director of Labor Relations agrees to release the listed employees for up to twenty-four (24) hours with pay, for Basic and Advanced Steward Training. Pay will only be provided by the University for steward training held during the employee's scheduled shift. The Basic and Advanced Steward Training class can be divided into two separate dates provided the two dates are not more than ten (10) working days apart. If the employee has previously attended Basic and Advanced Steward Training and refresher training is needed, the Union shall notify the Director of Labor Relations requesting the employees' attendance.

~~The employee may utilize any accumulated annual time in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, the MSEA may "buy back" such credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to the following regulations:~~

~~7.§1.1.1 — Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their credits.~~

~~7.§1.1.2 — The MSEA may reinstate only such employee expended credits used in the previous twelve (12) months by cash payment to Western Michigan University at the employee's current daily rate. The MSEA shall forward to the Employer the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax). This provision shall be administered in compliance with applicable tax statutes.~~

~~7.§1.1.3 — The MSEA shall be allowed to exercise the option of reinstating annual leave for any one employee not more than once in each of the first three (3) quarters of the fiscal year.~~

7.§2 MSEA Officers. The MSEA agrees to furnish to the Employer in writing the names and MSEA office held, by bargaining-unit members employed at WMU, elected or appointed members of the MSEA board of directors and executive council members within thirty (30) days of the effective date of this Agreement. Similar written notification shall

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be provided within five (5) days of any changes in the offices of the board of directors or executive council.

~~7.§2.1 Such The Employer agrees duly elected or appointed members of the MSEA board of directors who are covered under this Agreement shall be entitled to "buy back" annual leave credits, subject to the provision of this Agreement. In addition, the Employer agrees to provide administrative leave, will be granted leave of absence with pay and without loss of seniority not to exceed forty eight (48) seventy two (72) hours per year for MSEA officers to attend MSEA board meetings. It is agreed that this limitation shall apply to no more than six (6) board meetings per year, one (1) day per board meeting.~~

7.§3 Time off Without Loss of Pay During Working Hours. Employees shall be allowed time off without loss of pay during working hours to attend grievance hearings, labor-management meetings, and committee meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being MSEA representatives, stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the University.

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**Tentative Agreement:  
WMU/MSEA Negotiations 2026**

**ARTICLE 8  
GRIEVANCE PROCEDURE**

**No Changes to Article 8 except as follows:**

8.§3 Grievance Procedure. For a grievance to be processed under the grievance procedure, it must first be discussed by the supervisor and the aggrieved employee. The grievance must then be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the aggrieved employee or his/her steward **or designated MSEA representative** and must be presented to the employee's immediate supervisor within ten (10) regularly-scheduled working days after the occurrence of the event upon which it is based. If the employee or the Union had no knowledge of the occurrence of such event, the grievance must be presented within said ten (10) regularly-scheduled working days after circumstances were such that the employee or the Union should have had knowledge thereof. Regularly-scheduled working days for the purpose of this Article are defined as Monday through Friday inclusive, excluding holidays.

8.§4 First Step. Within ten (10) regularly-scheduled working days after the written grievance has been presented to the immediate supervisor, the aggrieved employee and his/her ~~Union~~ **designated MSEA** representative shall meet with the immediate supervisor and the Employer's divisional grievance representative to discuss the grievance. Within ten (10) regularly-scheduled working days after this meeting, the Employer's divisional representative shall give a written answer to the ~~Union~~ **designated MSEA** representative with a copy thereof to the grievant.

8.§4.2 After the First Step grievance answer has been given, no member of supervision will discuss unresolved grievances with the grieving employee or employees in the absence of a **designated MSEA representative** ~~Union official~~.

8.§5 Second Step. If the grievance has not been resolved in the First Step and the aggrieved employee or the Union desires to appeal the matter to the Second Step, then within five (5) regularly-scheduled working days after receipt of the written first-step answer by the ~~Union~~ **designated MSEA** representative, the ~~Union~~ **designated MSEA** representative shall present the written grievance to the Employer's Director of Labor Relations, together with a written statement as to why the First Step answer was rejected. Within five (5) regularly-scheduled working days after the grievance has been so presented,

a meeting shall be held among the ~~Union~~ designated MSEA representative(s), the grievant and the Employer's Director of Labor Relations and the Employer's divisional grievance representative or their designated representatives. All parties at this meeting shall have the authority to resolve and settle grievances. Within five (5) regularly-scheduled working days after this meeting, the Employer's Director of Labor Relations, or his/her designated representative, shall give a written Second Step answer to the Union representative and mail a copy thereof to the grievant at his/her last known address on record with the University.

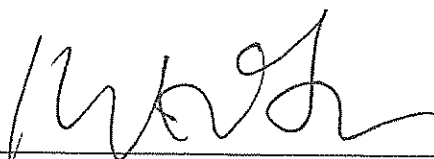
8. §6.2.1 Panel of Arbitrators


Mario Chiesa

Paul Glendon

Patrick McDonald

Betty Widgeon

WMU  Date 4-23-26

MSEA  Date 4/23/26

WMU Counterproposal  
WMU/MSEA Negotiations 2026

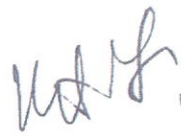
ARTICLE 9  
DISCIPLINARY ACTION

**No Changes to Article 9 except as follows:**

9.§4 An employee shall be entitled upon request to the presence of a ~~local Union~~ **designated MSEA** representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigatory interview of the employee by the Employer regarding allegations or charges of misconduct against the employee which if substantiated could result in suspension or dismissal. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless an emergency suspension or removal from the premises as provided in this Article is warranted.

9.§6.1.2 Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which time the employee shall be entitled to ~~Union~~ **MSEA** representation. The representative must be notified and requested by the employee. **If representation is not desired by the employee, a statement of waiver of representation will be signed by the employee.** No Disciplinary Conference shall proceed without the presence of a requested representative. The representative shall be a local steward so that scheduling of the Disciplinary Conference shall not be delayed. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with 9.§6 and 9.§7 of this Agreement, an employee shall be scheduled for a Disciplinary Conference. Questions by the employee or representative will be fully and accurately answered at such meeting to the extent possible.

The Employer agrees to provide a courtesy copy of the notice of disciplinary conference to the MSEA Staff Representative Central Office if the contemplated discipline is a suspension of three (3) days or more, or dismissal. For such contemplated discipline and in accordance with applicable law, the Employer agrees to provide the MSEA Staff Representative Central Office with one copy of all written documents being used as the basis for determining disciplinary action immediately prior at the scheduling of to the disciplinary conference. Written material must include consecutively numbered pages. The Employer will email, fax, or hand-deliver the disciplinary material to the MSEA Staff Representative Central Office in Lansing. Non-written material being used as the basis for determining such disciplinary action

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must be made available to access by the employee and the MSEA Staff Representative immediately prior to the Disciplinary Conference, upon request, and in accordance with applicable law. If the Employer determines it is appropriate and lawful to provide a copy of the non-written material, it must be provided.

Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

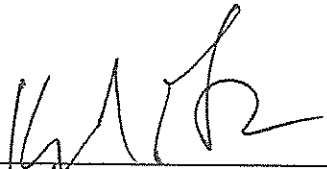

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**Tentative Agreement: WMU/MSEA Negotiations 2026**

The parties agree that there are no changes to the following provisions of the 2022-2026 WMU/MSEA Collective Bargaining Agreement:

Article 11- Seniority

WMU		Date	<u>9/23/26</u>
MSEA		Date	<u>8/23/26</u>

TENTATIVE AGREEMENT  
WMU/MSEA NEGOTIATIONS 2026


ARTICLE 13  
PROMOTION, TRANSFER AND BIDDING

No changes to Article 13 except as follows:

13.§1.6 *Required Qualifications.* Where used in this Agreement, the words “required qualifications” shall be interpreted to mean that the employee has demonstrated that he/she has the background work experience, work habits, knowledge and physical ability which would enable him/her to readily learn to satisfactorily perform the job requirements of the job classification under consideration **and possesses the minimum qualifications set forth in Article 32.1.**

13.§2 Shift Preference. When a vacancy occurs in a **day or night shift operations position job classification** ~~which is scheduled on a two (2) or more shift basis, employees then occupying the same job classification on a shift other than that upon which the opening occurs~~ may exercise their seniority to transfer to the shift upon which the opening exists, subject to the following provision:

13.§2.1 When a vacancy as described in Section 13.§3 occurs, the vacancy will be posted for seven (7) calendar days, during which time employees ~~in the same classification~~ may sign the shift preference posting to indicate their shift assignment preferences. The shift preferences will be awarded to the employees ~~in the classification~~ with the most ~~classification~~ seniority, who signs the posting.

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Tentative Agreement:  
WMU/MSEA Negotiations 2026

ARTICLE 14  
HOURS OF WORK

No Changes to Article 14 except as follows:

14.§3 Biweekly Work Period. The work period for the maintenance shift is defined as eighty (80) hours of work normally performed on ~~eight ten (8 10)~~ workdays within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

The work period for day and night shift operations is defined as ~~eighty-four (84)~~ hours of work normally performed on ~~seven (7)~~ workdays within the ~~fourteen (14)~~ consecutive calendar days which coincide with current biweekly pay periods.

14.§4 Workdays. The workday shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:00 a.m. ~~Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive working days separated by two (2) consecutive days off.~~ Significant or major changes in methods of scheduling shall be first discussed with the Union before changes are made.

14.§5 Work Shift. The work shift shall normally consist of ~~ten eight (10 8)~~ consecutive work hours for the maintenance shift which may be interrupted by a meal period. For purposes of this Article, the following work shifts are defined:

**Maintenance Day Shift** Starts at **5:00 a.m.** ~~between 5:00 a.m. and 1:59 p.m.~~

**Day Afternoon Shift Operations** Starts at **6:00 a.m.** ~~between 2:00 p.m. and 8:59 p.m.~~

**Night Evening Shift Operations** Starts at **6:00 p.m.** ~~between 9:00 p.m. and 4:59 a.m.~~

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14.§6.1.1 Day Shift Operations. Unscheduled absences on the day shift shall be covered in the following manner:

14.§6.1.1.1 A **maintenance person** ~~relief person available on the day shift~~ shall be used to cover the absence.

14.§6.1.1.2 If a maintenance relief person is not available, then another qualified person will be used to cover the absence shall be covered in accordance with the overtime policy as outlined in Article 15.

14.§6.1.2 Afternoon and Night Shifts Operations. ~~Unscheduled absences on the afternoon or night shift shall be covered in accordance with the overtime policy as outlined in Article 15. the following manner:~~

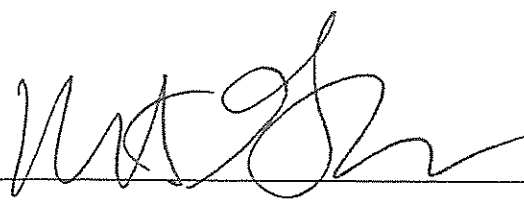
~~14.§6.1.2.1 The relief person will first be given the option to cover the absence in exchange for an alternative day off during the same work week, schedule permitting.~~

~~14.§6.1.2.2 If the relief person declines, then another qualified person will be given the option to cover the absence in exchange for an alternative day off during the same work week, schedule permitting.~~

~~14.§6.1.2.3 If a qualified person is required to cover an absence as outlined in the above paragraph due to a management scheduling error, then the employee will be paid double time in lieu of an alternative day off.~~

~~14.§6.1.2.4 If there are no qualified volunteers or if the unscheduled absence occurs at the end of the work week so that an alternate day off is not possible then the absence shall be covered through overtime as outlined in article 15.~~

14.§9 Wash-up Period. Employees shall be allowed necessary wash-up time not to exceed fifteen (15) minutes before lunch and fifteen (15) minutes at the end of the work shift period.

WMU  Date 4/23/26

MSEA  Date 4/23/26

MSEA Proposal

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**Tentative Agreement:  
WMU/MSEA Negotiations 2026**

**ARTICLE 15  
OVERTIME**

**No Changes to Article 15 except as follows:**

15.§1.4 *Work Week.* The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at **6:00 p.m. on Sunday** ~~12:01 a.m., Monday.~~

15.§6.3 If an employee works or refuses to work offered overtime, he/she will be charged with the overtime hours actually worked. ~~After overtime is refused by those who normally perform the work, qualified employees from other classes within the bargaining unit may volunteer for the overtime before overtime is mandated. Nothing shall prevent management from seeking volunteers for said assignment. Those from other classes who are sought out as volunteers will not be charged.~~ If an employee cannot be contacted, he/she will not be charged with overtime. When it is necessary for management to mandate an overtime assignment it will be assigned to the qualified employee who normally performs the work who has the least overtime hours on the roster. Such overtime will be reflected on the overtime roster.

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WMU/MSEA NEGOTIATIONS 2026  
WMU ARTICLE 16 PROPOSAL

ARTICLE 16  
LEAVES OF ABSENCE

16.§1 Eligibility. Personal leave. A leave of absence for personal reasons (other than sick leave) of not to exceed one (1) year may be granted without pay and without loss of seniority to a regular employee who has completed two (2) years of continuous service with the Employer since his/her last hiring date, provided that, in the judgment of the Employer, such employee can be spared from his/her work. A leave of absence will not be granted to seek or accept other employment. For provisions relative to sick leaves of absence, see Article 37 of this Agreement.

16.§1.1 A request for a leave of absence hereunder must be made in writing with one (1) copy thereof given to the employee's supervisor and another copy sent to the Department of Human Resources. Such request must be made and the approval thereof received by the employee prior to his/her absence in order for the employee to be on an approved leave of absence. The Employer will advise the employee in writing within ten (10) calendar days after the request is made whether such leave is granted or denied.

16.§2 Medical Leaves of Absence. When an employee continues to be absent from work due to an illness or injury after having used up his/her sick leave credit, he/she must apply for an unpaid sick leave of absence. Upon departmental approval of the unpaid sick leave of absence, he/she shall be removed from the payroll until he/she returns to work. If he/she does not return to work within twelve (12) consecutive months after he/she has been placed in a non-pay status, his/her seniority shall terminate. If, however, an employee is separated from his/her employment as provided in this subsection because of his/her absence from work due to a disability covered by worker's compensation, his/her seniority shall be frozen as of the date of his/her separation. If and when such employee is reinstated within thirty (30) days following the cessation of such disability presenting medical evidence of his/her physical ability to perform the necessary work, such employee shall be entitled to exercise the amount of seniority he/she had acquired prior to his/her separation to obtain a job within the bargaining unit, in accordance with the seniority provisions then in effect, which job he/she has the seniority and the then-present ability to satisfactorily perform. Meaningful consideration will be given to an employee who applies for reinstatement under this Subsection.

16.§2.1 When there is a question as to whether an employee is medically able to return to work following his/her illness or injury, the Employer may require that the employee present a statement from a physician attesting to the fact the employee is medically able to return to work. If the Employer is not satisfied with the employee's physician's statement, the Employer may require the employee to be examined by a physician of the Employer's own choosing and expense. If the dispute continues, the Employer's medical practitioner and the employee's medical practitioner shall jointly select a physician to examine the employee and submit a report to both parties. Any

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additional costs not covered by the employee's health insurance shall be borne by the University and the MSEA. The opinion of the jointly-selected physician shall be binding.

16.§2.2 When an employee, absent due to illness or injury, has exhausted the paid sick leave credited to his/her account, he/she shall thereupon draw upon his/her accumulated annual leave to the extent of his/her accrual. However, the employee may direct the university not to draw upon his/her annual leave by notifying the university in writing prior to the end of the pay period during which the unpaid sick leave occurred. Retroactive payments for prior pay periods shall not be permitted.

16.§2.3 If an employee with five (5) or more years of continual service is not able to return from the medical leave within twelve (12) months, he/she shall upon providing medical certification of his/her ability to return to his/her regular job responsibilities, be entitled to be considered for the next available vacancy for which the employee has the then present ability to perform, for an additional three years following the end of the medical leave.

16.§2.4 This Section shall not apply to an employee absent due to illness or injury which is compensable under the Worker's Compensation Act as long as the employee is being paid weekly disability benefits thereunder. This exemption shall cease immediately upon the redemption of liability or lump sum settlement by the University.

16.§3 Military Leave. Leaves of absence shall be granted, without pay and without loss of seniority, to regular employees who are active in the National Guards or a branch of the armed forces reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. Applications for leaves of absence for such purposes must be made as soon as possible after the employee receives his/her orders. **An employee who presents such orders not to exceed fifteen (15) days per fiscal year (July 1 – June 30) shall be paid the difference between the pay they receive from their branch of service and their regular rate of pay.**

16.§3.1 The reinstatement rights of any regular employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

16.§3.2 Employees reinstated under this Section, upon appropriate request, shall be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years, without pay and without loss of seniority, to attend school on a full-time basis under the applicable federal laws in effect as of the date of their reinstatement.

16.§4 Leave for MSEA Office. A regular employee who accepts a full-time assignment with the International Union or local by election, appointment or hiring shall be granted a leave of absence of not to exceed one (1) year, without pay and without loss of seniority, for such purpose, provided such leave of absence is requested in writing of the Employer's Director of Labor Relations by the International Union or local at least ten (10) regularly-scheduled working days before the start of such leave. This leave of absence may be extended from year to year provided the International

Union or local files a written request with the Employer's Director of Labor Relations for such extension not less than thirty (30) calendar days prior to the end of each anniversary of such leave. Any leave granted under this section shall automatically terminate when such full-time assignment with the International Union or local ceases. No more than one employee shall be granted a leave of absence for this purpose at any one time.

16.§4.1 An employee who receives a leave of absence under this Section shall continue to accumulate seniority during the period of such leave. Upon returning to work with the employer, such returning employee may exercise his/her seniority to fill a then-existing vacancy, or, if there is no then-existing vacancy, to replace the employee with the least job classification seniority in the job classification from which he/she took such leave, seniority permitting, provided, in either event, he/she has the then-present ability to satisfactorily perform the work involved.

16.§5 Family and Medical Leave Act. To be eligible for an unpaid family leave, an employee must have worked for the University for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the date the leave commences. A "rolling" twelve (12) month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave (except that such measure may not extend back before August 5, 1993) will be used for calculating leave requests.

16.§5.1 Eligible employees may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the:

- Birth/care of their child;
- Placement of a child for adoption or foster care;
- Care of their child, spouse, or parent who is suffering from a serious health condition;
- Employee's own serious health condition which causes the employee to be unable to perform his or her work duties.

16.§5.2 Such leave will be without loss of seniority, medical, dental, or life insurance benefits, and with the assurance that the employee will be returned to his or her position or an equivalent position at the end of the approved leave of absence (not to exceed twelve (12) work weeks). Employee will continue premium contributions that were in effect prior to the leave and will be subject to pay their portion of any premium increases that occur during the leave duration.

16.§5.3 During the leave, employees must use accrued sick leave if available. Employees have the option of using annual leave during this leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid. The sick leave and annual leave used is counted as part of the twelve (12) week period.

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16.§5.4 A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the 12th month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave.

16.§5.5 Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) work weeks of leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a sick parent. However, each employee may use up to twelve (12) work weeks of leave during any twelve (12) month period to care for his or her child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

16.§5.6 An eligible employee who foresees the need for a leave under the FMLA will notify the Benefits office, Department of Human Resources. If not foreseeable, the employee must provide as much notice as is practicable under the circumstances.

16.§5.7 When the leave is necessitated by the employee's own serious health condition or that of his or her spouse, child, parent, the employee must provide the **Human Resources Benefits** office with medical certification verifying the need for such leave. The University may require the employee to obtain a second medical opinion, at the University's expense. The second health care provider may not be employed on a regular basis by the University. If the opinions of the first and second health care provider differ, the University may require a third opinion, again at the University's expense, from a health care provider mutually agreed upon by the University and the employee. The third opinion shall be final and binding. The University may require periodic medical recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

16.§5.8 The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the **Human Resources Benefits** office.

16.§5.9 Employees on an approved leave under the Act will report to the **Human Resources Benefits** office at reasonable intervals designated by the **Human Resources Benefits** office regarding his or her status and intent to return to work upon conclusion of the leave.

16.§5.10 Although an employee on an approved leave of absence pursuant to this Article will continue to be covered under the University's then-current applicable group hospital/medical and dental plan, an employee who fails to return to work at the end of the twelve- (12) week period will be required to repay to the University the cost of the University-paid benefits during the unpaid leave, unless said failure to return is the result

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of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

16.§5.11 To the extent that any provision of this Article conflicts with the Family and Medical Leave Act, the language of the Act will prevail.

16.§5.12 The provisions contained in this Article shall be supplementary to and in addition to the various leave provisions contained in this Agreement.

16.§6 Return from Leave of Absence.

16.§6.1 An employee returning from an approved leave of absence of six (6) months or less will be restored to a position in the employee's same classification.

16.§6.2 An employee who requests an earlier return to work prior to the expiration of the approved leave may do so only with the approval of the Employer.

16.§6.3 For an employee who is approved to return early, the provisions of 16§6.2 above will apply.

16.§7 Continuation of Group Insurance. Employees officially placed on leave of absence or non-pay status may elect to continue, at their own expense, group hospital-medical or life insurance for up to twelve (12) months following the last day worked.

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ARTICLE 18  
MSEA REPRESENTATION

No Changes to Article 18 except as follows:

18.§1 MSEA Representatives and Jurisdictions. Employees covered by this Agreement are entitled to be represented in the grievance procedure by a steward, or chief steward or a MSEA staff representative during all steps of the procedure and/or an MSEA staff representative during the second step of the procedure.

18.§2.2 The Union shall furnish to the **Director of Labor Relations** Employer in writing the names of the designated chief and job stewards at the work site. The Union shall do so within thirty (30) workdays after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing as soon as such changes are made.

18.§2.3 The effective date of a steward or chief steward designation shall be no earlier than ten (10) workdays following the date of notice to the **Director of Labor Relations** Employer.

18.§3 Release of Union Representatives.

18.§3.1 No steward shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such Union representative, the Union, at its discretion, may either request an alternate Union representative or have the activity postponed and rescheduled. In making such request, the Union will provide timely representation so that the activity would not be unreasonably delayed.


18.§3.2 If any Union representative(s) is expected to spend more than 25 percent (520 hours) of the contract work year (12-month period beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified in writing by the Union to the **Director of Labor Relations**. Such employees may be placed on "union leave" by the Employer and: ~~They shall be relieved of all work duties during the course of such leave, and the MSEA shall reimburse the Employer for the gross total~~


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~~cost of such employee(s) wages, and the Employer's share of premiums for all insurance programs. A contract work year is defined as a twelve (12) month period.~~

18.3.3 The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to Union Business Leave ~~leave of absence without pay and without loss of seniority (as per Article 7.81)~~ administrative leave. The request for Union leave and the approval by the Employer and the acceptance by the employee shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an administrative board or court rule otherwise, the MSEA shall indemnify and hold the Employer harmless from any worker's compensation claims by that employee arising during or as a result of the Union leave. If a Union representative actually uses 520 hours ~~paid administrative~~ of leave provided in this provision of absence without pay and without loss of seniority during a fiscal contract work year, the parties will meet and confer regarding a resolution.

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WMU/MSEA NEGOTIATIONS 2026  
WMU ARTICLE 22 PROPOSAL

ARTICLE 22  
HEALTH AND SAFETY

22.§1 General. The Employer and the Union will cooperate in the objective of eliminating safety and health hazards. The Employer will attempt to provide a safe and healthful place of employment free from recognizable hazards.

22.§1.2 It is recognized that emergency circumstances may arise, and the Employer is authorized to make satisfactory arrangements for immediate protection of the affected employees, students, clients, residents, and the general public in an expeditious manner.

22.§2 First Aid Equipment. First aid equipment shall be provided in the work place.

22.§3 Medical Examinations. Whenever the Employer requires an employee to submit to a medical examination, medical test, including x-rays, or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services not covered by current health insurance programs.

22.§4 Foot Protection. The Employer requires employees to purchase and wear approved safety shoes. The University will pay employees \$120 ~~\$120~~ \$175 per year to be used toward the purchase of such shoes. This payment will be extended to employees in January of each year, unless otherwise warranted by damages caused by hazards encountered on the job (i.e. chemicals, brine, weld spatter, etc.)

22.§5 Protective Clothing. The Employer will furnish protective clothing and equipment and provide required training in accordance with applicable standards. When an employee normally works in an area where there is extreme dust, dirt, grease, paint, or biological soiling and/or high incidents of wear or clothing destruction, the University will provide and clean uniforms. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, may be discussed in labor-management meetings.

22.§5.1 The types of apparel items to be discussed pursuant to this Subsection shall include, but not be limited to: biological, radioactive, or chemical protective clothing; seasonal protective clothing; hard hats and fire-resistant clothing for operators of fire-suppression vehicles; helmets, boots, gloves and abrasion-resistant clothing.

22.§6 Safety Glasses. The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall reimburse employees for up to one hundred twenty dollars (\$120) toward the purchase of such glasses after

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the employee has presented proper receipt. Coverage for examinations shall be in accordance with Vision Care Insurance.

22.§7 Safety Committee. A joint safety committee will be established and meet on a regular basis.

22.§8 Safety Evacuation Plans. Upon the Union's request, the University shall submit a copy of its evacuation plan for the power plant to the Union for review and comment.

22.§9 Obligation of the Union and Employees. The Union and all employees will cooperate and comply with the objectives and requirements of this Article and with Employer Work Rules pertaining to safety and health.

22.§10 Employee Services Referral Program. The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less-than-satisfactory attendance and job performance.

22.§10.1 The Employer agrees, to the financial extent possible, and without detracting from the existing Management Rights and employee job performance obligations, to provide and maintain an Employee Services Referral Program, to the extent of advising employees relative to counseling and other reasonable or appropriate work performance improvement services available to employees where necessary.

22.§10.2 The Union agrees to cooperate with the Employer in encouraging employees afflicted with any condition agreed to herein to participate in this program, if offered.

22.§10.3 Absence of referral to such program, if provided, or failure to provide such program, shall not diminish or abridge in any way the Employer's right to discipline for just cause.

22.§10.4 The Union agrees to make a good faith effort to have stewards attend training sessions sponsored by the University on the Employee Services Referral Program. The Employer agrees that stewards scheduled for such training shall be permitted time off from regularly-scheduled work activities without loss of pay.

22.§11 Controlled Substance and Alcohol Testing. The Union recognizes the right of the Employer to conduct tests for controlled substances and/or alcohol, based on specific facts, under the following procedures.

22.§11.1 Testing Procedure. The Employer may require an employee to submit to urinalysis drug screening or a preliminary breath test:

22.§11.1.1 When an employee is involved in an accident resulting in a personal injury requiring medical attention other than simple first aid, or an accident involving property damage. Accidents resulting from coming in contact with hot steam pipes or malfunctioning equipment which is not caused by that employee's negligence will not result in testing.

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22.§11.1.2 When a supervisor has probable cause predicated upon specific facts and reasonable inferences drawn from those facts that an employee is under the influence of, using, or is in possession of, any controlled substance unlawfully.

22.§11.1.3 The protocol used to test employees will be the same contained in the University's rules and regulations applicable to employees required to hold CDLs.

22.§11.1.4 All urinalysis drug screening tests with a positive result must be confirmed through Gas Chromatograph/Mass Spectrometry (GC/MS) or a superior testing technique.

22.§11.1.5 An employee shall not be required to submit to the testing procedures stated above without the express approval of the designated Drug and Alcohol Testing Coordinator (DATC).

22.§11.2 Physician's Notification. Employees using medication pursuant to a physician's prescription revealed in a test shall not be considered a positive test result. In addition, the Employer agrees it will not violated in any way the employee's right to privacy based on findings as a result of any test administered as a result of this provision.

22.§11.3 Documentation for Probable Cause Testing. If the Employer, based upon the criteria set forth above, determines that a drug/alcohol test should be required, they shall comply with the following procedures:

22.§11.3.1 The Employer will record all observed behaviors of the employee that lead to the determination that the employee should be tested.

22.§11.3.2 The employee may be relieved from the performance of job duties pending the results of any required testing.

22.§11.3.3 This factual information shall indicate the time, date, location and observed actions of the employee and may be communicated orally to the DATC who shall make the determination to require testing pursuant to this procedure. The Union may request a written determination of the supervisor's findings and rationale for the required test.

22.§11.4 Pay Status of Employees. Time spent at the collection site for an alcohol or controlled substance test, including necessary travel time, will be considered as work time. The Employer shall be responsible for the cost of drug and/or alcohol test administered, including any split-sample testing.

22.§11.4.1 Employees tested for controlled substance use may be removed from the work site and placed on suspension in accordance with Article 9, subsection 9 of the CBA.

22.§11.4.2 Employees enrolled in a recommended or mandatory treatment and/or rehabilitation program may use accrued leave credits for such time off work.

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22.§11.5 Union Representation. An employee who is directed to submit to an alcohol/controlled substance test will have the right to have a Union representative present at the time the test is directed if 1) the employee requests such representation; and 2) there is a Union steward readily available or at work. 'Readily available' means that the steward can be at the power plant within 15 minutes of being called.

22.§11.6 Grievance Processing. A grievance alleging a violation, misinterpretation or misapplication of this agreement shall be filed directly to Step Two of the grievance process.

22.§11.7 Employee Status Pending Receipt of Test Results. All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employees' regular rate of pay, or at their overtime rate, if applicable. The Employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes testing of the "split-specimen" at a USDHHS-certified laboratory if so requested by the employee.

22.§ 11.8 Conformity to Law. In the event this agreement is in violation of any applicable law, the parties will negotiate such changes as are necessary to conform this agreement to such law.

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ARTICLE 29  
TRAINING

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No changes to Article 29 except as follows:

29.§5.2 Pre-Apprenticeship. Following successful completion of the initial probationary period, the pre-apprentice employee shall complete the ~~general and advanced~~ maintenance job performance measures, and all required modules at RMTC or EAC within 18 months or be subject to termination. The committee will monitor the progress of pre-apprentice employees through regular performance review meetings, and at any time satisfactory progress is not demonstrated the employee shall be subject to corrective action as determined by the committee.

29.§6 RMTC and EAC Codification  
Kellogg Community College-Regional Manufacturing Technology Center (RMTC) and Eastern Academic Center (EAC)

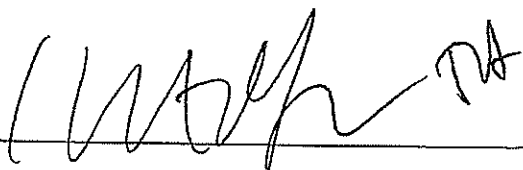
Related trades instruction (RTI) for apprentices, new hires, journeyworkers pursuing incentives, and other training as required is provided by the RMTC, or EAC.


- Attendance- Employees attending RMTC, or EAC will be provided release time from normal plant duties to attend required and optional training. Employees are required to punch in and out at the RMTC, or EAC and provide documentation of attendance by the Friday before payroll is submitted. Employees may attend RMTC, or EAC on non release time, but will only be compensated for hours scheduled to attend. Employees attending RMTC, or EAC will be compensated for mileage round trip for scheduled release days, employees attending advisory committee meetings will be compensated for mileage also, with documentation (meeting minutes). Employees attending advisory committee meetings outside of normal work hours shall be compensated with call-back pay (3 hours). Operational needs of the power plant take priority over RMTC, or EAC release time, ~~as such an employee attending RMTC, or EAC who incurs an unscheduled absence shall forfeit their next RMTC, or EAC release day for each occurrence and report for regularly scheduled duties at the power plant.~~ RMTC, or EAC attendees desiring leave during release time for training shall follow normal leave request procedures. Employee's scheduled RMTC, or EAC release time can not be displaced by annual leave requests within 2 weeks of scheduled release time.
- Progress- Instruction at the RMTC, or EAC is modular in nature and self-paced. Program contact hours per module are based on an average student's time to complete the given module. Any employee attending RMTC, or EAC will be evaluated as to progress by establishing a contact hour to clock hour ratio, with a minimum acceptable ratio of 0.8 contact hours to clock hours. Employees not achieving minimum progress will be subject to corrective action as determined by the committee. An RMTC, or EAC student may improve their academic progress by attending during non release time.

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Submitted by WMU May 11, 2026  
at \_\_\_\_\_ am

- **Reporting-** Time spent at RMTC, or EAC must be submitted as described above by Friday prior to payroll submission. Employees attending RMTC, or EAC must submit monthly reports to the training committee describing modules completed, started, and new learning experiences both at RMTC, or EAC and on the job. This report should also include ideas for improvement in the training program, and should be submitted to the training committee electronically as a MS word document attachment. In order to provide progress information all employees attending RMTC, or EAC must submit an academic progress report from the student information system at the college, indicating modules completed and started within the previous month. The above reports and any other reporting established as required by the joint labor management training committee are the employee feedback mechanisms for monitoring and assuring employee success.

WMU  Date 5-11-26

MSEA  Date 5/11/26

**Tentative Agreement:  
WMU/MSEA Negotiations 2026**

**ARTICLE 30  
STAFFING**

**Change Article 30 as follows:**

30.§1 The parties agree that a proper relationship of workload to staff is a desirable goal.

~~30.§2 The parties also recognize that the Employer is limited, in part, by its legislative appropriation with respect to the number of employees that can be retained on the payroll at any one time.~~

~~30.§3~~ The parties agree that a proper subject in Labor-Management meeting is criteria for staffing ratios and reasonable production standards. The parties agree further to seek opportunities for cooperative approaches to legislative bodies to accomplish necessary staffing.

WMU	<u>[Signature]</u>	Date	<u>4-23-26</u>
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**Tentative Agreement  
WMU/MSEA Negotiations 2026**

**ARTICLE 32  
POSITION DESCRIPTION ~~AND CLASS SPECIFICATIONS~~**

32.§1 Position Descriptions. The duties, tasks, activities, and responsibilities of a position shall be those assigned by the Employer.

32.§1.1 If the employer creates, or revises present bargaining-unit job descriptions, such descriptions will be reviewed with the Union prior to implementation.

Job descriptions and vacancy postings must include the minimum qualifications required for each classification. These qualifications must be the exclusive criteria used to determine whether an employee meets the “required qualifications” referenced in Article 13.1.6.

The position of Chief Operating Engineer, Assistant Chief Operating Engineer, and Skilled Trades Training Coordinator must require journey-level status as a minimum qualification.

The position of Chief Operating Engineer, Assistant Chief Operating Engineer, and Skilled Trades Training Coordinator must require journey-level status as a minimum qualification. The minimum qualification for Maintenance Shop Crew Leader is a journeyperson mechanic and if none is available, then a Utility Technician Specialist mechanic with at least 90% of their OTJ and RMTC apprenticeship performance measures completed. The minimum qualification for Instrument Shop Crew Leader is a journeyperson electrician and if none is available, then a Utility Technician Specialist electrician with at least 90% of their OTJ and RMTC apprenticeship performance measures completed.

These qualifications must be the minimum and exclusive qualifications for purpose of determining “required qualifications” and must not be supplemented, or modified from the job description terms at the time of posting.

32.§1.2 Except as may be specifically indicated to the contrary on the employee’s official position description, or as otherwise provided in this Agreement, such position description shall not be interpreted to diminish or abridge, in any way, the Employer’s right to assign an employee to different duties as described in Article 13 of this Agreement.

32.§1.3 Upon individual employee request, the Employer will provide an employee with one (1) copy of the employee’s official position description.

~~32.§2—Class Specifications.~~ 32.§1.4 In the event that any new or revised job description class specification which is developed as a direct and necessary result of a newly-established

qualification requirement which may prevent employees from continuing in their present positions, the Employer will meet with the Union to discuss and review the impact of such requirement. Such conference shall be conducted in accordance with Article 19 of this Agreement, Labor-Management Meetings.

32.§~~23~~ Journeyman Certification. The Employer agrees to accept, and to place in the individual employee's personnel file, a certification(s) from the U.S. Department of Labor, Bureau of Apprenticeship and Training, or any other certifications, that the individual employee has satisfactorily completed all the requirements of such federal agency for an apprenticeship training course or program.

32.§~~34~~ Working Out of Class.

32.§~~34~~.1 *Procedure*. The Employer may temporarily assign an employee to perform duties and responsibilities of another classification as described in Article 13. To be eligible for temporary assignment pay under such circumstances the employee must:

32.§~~34~~.1.1 be directed by the Employer to perform the duties and assume the responsibilities of a different classification.

32.§~~34~~.1.2 actually perform all or substantially all of the duties and responsibilities which distinguish the classification.

32.§~~34~~.1.3 perform duties and responsibilities not provided for in his/her regular classification.

32.§~~45~~ Payment. An employee temporarily assigned to a classification in an equal or lower pay range than his/her permanent classification shall be paid his/her regular rate of pay. If the employee is temporarily assigned to a classification having a higher pay range than his/her permanent classification, the employee shall be paid as if he/she had received a promotion into such higher pay range.

32.§~~56~~ Payment Due. For temporary assignments of at least one (1) full day, the Employer agrees to pay the employee the higher rate as set forth in 32.§~~45~~ immediately above, for the full time of such assignment(s). For the purpose of calculation, any temporary assignment of less than one (1) full day shall not be considered an assignment to another classification.

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WMU/MSEA NEGOTIATIONS 2026  
WMU ARTICLE 33 PROPOSAL

ARTICLE 33  
MISCELLANEOUS BENEFITS

33.§1 Clothing. Uniforms, identifying insignia, and/or protective apparel which are required by the Employer as a condition of employment will be furnished or reimbursed by the Employer.

33.§2 Tools and Equipment. The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with training, if necessary, in order to properly operate such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Tools and equipment which the Employer requires the employee to use shall be made available to the employee. In the event such equipment is not made available, its use shall not be required.

33.§3 Theft, Loss or Damage to Personal Items. All claims and/or disputes involving theft, loss or damage to personal items shall be resolved exclusively in accordance with the provisions of the Employer.

33.§4 Locker/Storage Space. Lockers and/or secured storage space shall be provided to the employees with a discernible need within budgetary and space limitations.

33.§5 Parking. Western Michigan University will pay for staff parking in faculty/staff parking lots but reserves the right to discontinue this benefit during the term of the Agreement. Automobile registration and employee identification must be presented to the Department of Public Safety to obtain a parking permit.

33.§6 Lounge and/or Eating Areas. The Employer will provide employee lounge and/or eating areas in locations separated from the employees normal areas of work. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for labor/management meetings provided for in Article 19 of this Agreement.

33.§7 Tuition Discount and Tuition Remission. The University encourages its employees to continue their personal education. A one hundred (100%) percent tuition reduction is offered to benefits-eligible, regular and ~~terminal~~, full and ~~part-time~~ employees. This applies to eight (8) credit hours during fall and spring semester, and four (4) hours during summer I and summer II sessions for full-time staff. ~~The discount applies to four (4) credit hours for fall and spring semesters, and one and two (2) hours during summer I and summer II sessions for part-time staff.~~ The University facilities fees are covered under this discount. Tuition credit will appear on individual schedules/billings for eligible employees who pre-register. Persons must be employed

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on the final day of registration or the first day of classes, whichever is later, in order to receive the discount.

33. §7.1 Spouse/Dependents/Designated Eligible Individual Tuition Remission is also available to benefit-eligible full-time employees. Western Michigan University will remit the tuition for seventy five (75%) percent of the credit hours of undergraduate courses taken at the University by the spouse or dependent, up to a lifetime maximum of ~~130~~ undergraduate credit hours for each participant **as stated in the AAUP contract**. Eligibility must be established and application for remission made to the Department of Human Resources Information Systems Office. Questions regarding tuition discount and tuition remission will be answered by Human Resources.

33. §8 Court-required Service. A regular employee ~~who has completed his/her probationary period,~~ who is summoned and reports for jury duty as prescribed by applicable law, or is subpoenaed as a witness in a criminal action for each day upon which he/she performs jury duty or is a witness and on which he/she otherwise would have been scheduled to work for the Employer shall be paid his/her normal straight time hours at his/her regular rate of pay. A regular employee who is subpoenaed as a witness in a civil action shall not qualify for payment under the above provisions. However, such an employee shall be allowed to use annual leave or approved no-pay leave. ~~An employee must have completed the probationary period to use annual leave for court-required service, but this usage shall not otherwise be restricted.~~ In no event shall any employee receive pay under any portion of this provision if the employee or the Employer is a party to the legal action except where the employee is subpoenaed to appear in court as a witness on behalf of the University. In order to receive any payment under this Section, the employee must:

33. §8.1 submit copy of summons/subpoena to his/her department as soon as possible;

33. §8.2 complete a Court Required Service or Jury Duty Certification form and return it to his/her department along with the required statement from the court confirming the date and time of service; and

33. §8.3 each day promptly return to work on his/her shift when released from jury duty, or being a witness, unless he/she is not released in time to reasonably permit him/her to return two (2) or more hours before the end of the shift.

33. §9 An employee who does not lose time from his/her regularly-scheduled work thereof, but who nevertheless has performed jury duty, or was a witness, within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request may have the amount of time off from his/her regularly-scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period. In such case, the employee shall nonetheless be paid for the entire shift (if he/she works the remainder thereof) at his/her regular hourly rate for such days provided he/she conforms to the requirements set forth in Article 33. §8.1, 8.2, and 8.3.

33. §9.1 An employee who works the third shift and does not lose time from his/her regularly-scheduled work thereof, but who nevertheless performed jury duty, or was a witness, within the eight (8) hour period immediately following the end of his/her shift, at

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his/her request may have an amount of time off from his/her next regularly-scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period. In such cases, the employee shall nonetheless be paid for the entire shift (if he/she works the remainder thereof) at his/her regular hourly rate for such days provided he/she conforms to the requirements set forth in Article 33. §8.1, 8.2, and 8.3.

33. §10 Temporary Alternative Duty Assignment. The parties agree that the issue of temporary alternative duty assignment due to temporary disability is one aspect of an effective disability management program. The parties agree to work cooperatively to effectively implement such policy.

33. §11 Use of Recreational Facilities. The University shall provide employees with scheduled access to and use of recreational facilities such as the Kanley Park and Track, and the outdoor tennis courts. The University shall make available to employees a "limited membership" to West Hills Athletic Club: ~~at its discretion. If employees so choose, they may instead receive credit toward a full membership. This credit is determined upon the fair value of the limited membership and is currently valued at \$270 (this amount is evaluated annually and may change). As an alternative, an annual membership to the Student Recreation Center (SRC) will be made available. At West Hills and the Student Recreation Center, employees will have access to services and facilities normally provided to members. Accepting either or both of these memberships will result in tax consequences of reported income on an employee's W-2 and will cause tax withholding to occur in the pay period in which this option is elected (approximately \$270 reported income for the West Hills "limited membership" option and the value of the membership fee for the Student Recreation Center.)~~

1. **Membership Level I: Access to West Hills Athletic Club Monday – Friday 11 am – 2 pm and 4:30 – 6:30 pm which is currently valued at \$195 annually.**
2. **Membership Level II: Access to West Hills Athletic Club Monday – Friday 5 am – 5 pm and is currently valued at \$465 annually**
3. **Membership Level III: Full access to West Hills Athletic Club during the club's hours of operation which is currently valued at \$660 annually. The employee may elect to apply for membership level II value towards the membership level III. The employee pays West Hills Athletic Club the remaining balance of the membership, currently valued at \$195 annually.**

The dollar value of the membership will result in tax consequences of reported income equal to the value of the membership on an employee's W-2, and will cause tax withholding to occur in the pay period in which this option is elected.

Western shall make available to employees an annual membership to the Student Recreation Center, currently valued at \$270 annually. Accepting this membership will result in tax consequences of reported income of \$270 on a bargaining unit members' W-2, and will cause tax withholding to occur in the pay period in which this option is elected. Membership values will be evaluated annually and may change. Hours of operation as well as hours available for members' use are at the discretion of West Hills Athletic Club and the Student Recreation Center.

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**Membership benefits for the Student Recreation Center and West Hills Athletic Club shall discontinue for any employees who retire on or after January 1, 2027.**

33. §12 Wellness and Fitness Program. Western shall continue to provide the wellness and fitness program. A limited membership at West Hills will be required for ~~Zest for Life~~ offerings at that facility.

**Employees choosing to participate in the voluntary wellness program will receive the same monthly reduction in the member's monthly health care premium contribution as provided to the AAUP.**

33. §13 Mileage Reimbursement. The parties agree that the standard mileage reimbursement for personal vehicle use to Kellogg CC RMTC is 26 miles one way (52 miles round trip), or Eastern Academic Center (EAC) is 46 miles one way (92 miles round trip), and personal vehicle use to the energy resource center (ERC) is 4 miles each way (8 miles round trip). Mileage documentation will be taken from time clock records submitted under Article 29. §6. Mileage submitted will be reimbursed at the current rate established by the University for personal vehicle use as covered in 40. §11.

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**WMU/MSEA NEGOTIATIONS 2026**  
**ARTICLE 34 - TENTATIVE AGREEMENT**

ARTICLE 34  
CLOSURE POLICY

34.§1 The University recognizes that, due to severe weather, physical damage, or other emergency conditions, it may become necessary to close the University except for essential services. Therefore, procedures have been established to affect such closings.

34. §1.1 The decision to close all or part of the University for reasons of weather, building conditions, or disruptive actions, will be made only by the president or his/her designee. The president's office and the University Department of Human Resources will be the coordinating offices for handling details and questions dealing with this closure policy.

34.§1.2 In cases of complete or near complete shutdown, local news media will be used under normal circumstances for notification purposes. If only selective operations are involved, or if the closing occurs after the beginning of the work day, each of any affected departments will be individually notified. The lack of specific notification to the contrary should be interpreted to mean that normal operations are to be maintained.

34.§1.3 If there is any doubt that the University will be in operation, a message will be available on WMUK, WWMT, and WIDR, and other area news media. The WMU Closure and Emergency Hotline (269) 387-1001 and WMU website ([www.wmich.edu](http://www.wmich.edu)) are also resources to use to determine if WMU is closed. The WMU Emergency Alert System also sends closure notifications by phone call, text, or email to employees who sign up at the GoWMU page.

34.§2 Cancellation of Classes. On-campus University classes will not be cancelled unless emergency conditions are so severe that the entire University, except for essential services, should be closed. The decision to close the main campus will be made only by the president or his/her designee.

34.§3 Essential Services. Essential services will be maintained during a period in which the University is closed. Power plant services are considered essential.

34.§4 Procedures for Pay. It is the University's sole judgment as to who is required to work and who is not. Whenever the University is closed from normal operations, employees will fall into several groups for the purpose of determining pay.

34.§4.1 Employees who are required to work to continue essential services will be paid for the time worked in the same manner as though the period of closing were a holiday. Thus, they will receive holiday pay, plus time and a half.

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In the event there is a campus closure that covers consecutive calendar days, employees working a shift during the announced closure that extends past midnight shall receive closure pay for all hours worked during the shift. (For example, if an employee is scheduled 6 pm – 6 am and there is closure announcements covering the employee's scheduled shift on January 21st and January 22nd, the employee shall receive closure pay for their entire 6 pm – 6 am shifts on both days).

34.§4.2 Employees who report for their regular work shift period prior to the announcement of closing, but are not required to maintain essential services, will be released from their work station by their supervisor at the effective time of closing and will be paid for the balance of their work shift period as though it were a holiday.

34.§4.3 Employees who, for whatever reason, are unable to report for their regular work shift period prior to the announcement of closing, may use annual leave for the time from the beginning of their regular work shift period to the effective time of closing, without the requirement of prior approval for annual leave. They will be paid for the balance of their work shift period as though it were a holiday.

34.§4.4 Any employee who had reported in as sick or was scheduled to be on annual leave prior to the announcement of closing will be paid as though there were no closing and thus, will be charged for sick leave or annual leave for the shift period not worked.

**34.§5 Spring and Fall Break Closure Days. WMU shall annually provide the Friday of Spring Break and Friday of Fall Break as closure days for the MSEA bargaining unit. Staffing and compensation for these two (2) closure days shall be governed by Article 34 Closure Policy.**

Employees who are not scheduled to work during Spring and/or Fall Break Closure Day and do not work shall receive no pay for the Closure, but shall be granted another day off with pay to be used in full shift increments and scheduled during the fiscal year utilizing annual leave request procedures.

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**Tentative Agreement**  
**WMU/MSEA Negotiations 2026**

**ARTICLE 36**  
**PAID ANNUAL LEAVE**

36.§1 An employee may carry-over into the following fiscal year up to twenty-four (24) hours of Annual Leave.

An employee who is on an unpaid leave as of July 1 will, upon returning to the payroll, receive a pro-rated Annual Leave Lump Sum Allotment.

For the purpose of computing the amount of annual leave to be credited to an employee, straight-time hours for which the employee is paid although he/she is not actively at work shall be considered as hours worked.

Service Years	Lump Sum Allotment Hours Per Fiscal Year
Upon hire (as benefits-eligible)	96 176
After 1 year	120
After 5 years	144 192
After 8 years	160
After 10 years	176 208
After 15 years	192
After 20 years	200 216

1. Balance is zeroed out as of 6/30 each fiscal year, save carryover hours of 24 hours maximum
2. Lump sum allotment for the fiscal year is received each 7/1.
3. Usage counts first against any carryover hours, then against the lump sum allotment.
4. Credit for a service anniversary milestone occurring within a fiscal year is granted in the allotment for that year.
5. Less than 1.0 FTE will receive a pro-rated lump sum allotment.
6. Lump sum allotment is prorated for mid-year events: hire, FTE change, transfer, separation, and retirement.
7. Proration takes into account current balance and hours used. Maximum payoff is 240 200 hours maximum

36.§2 Annual leave shall be granted to eligible employees (to the extent of their accrual thereof) ~~on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight-time hourly rate of the employees at the time the annual leave is taken. Regular part-time employees shall be eligible for annual leave (to the extent of their accrual thereof) on the basis of not to exceed the daily or weekly straight-time hours they worked as part-time employees.~~

36.§3 Crediting. No annual leave shall be authorized, credited or accumulated in excess of the allowable cap, except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an

arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

36.§4 Payoff. The prorated balance of all annual leave will be paid to employees upon discharge, termination, or resignation. Upon discharge, termination, resignation, or retirement, unused hours of annual leave, if any, are paid off in full as a contribution by the University to a 403(b) special pay plan account established on the employee's behalf (415 (m) if applicable), to the extent allowable by plan provisions. (See Appendix C-E: Special Pay Plan definition.)

36.§5 Annual Leave Cap. The cap on annual leave accumulation shall be 240 hours.

36.§5.1 No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

36.§6 Utilization. An employee may charge absence to annual leave only with the prior approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, payroll deductions (lost time) shall be made for the work period in which the absence occurred.

36.§7 Scheduling. Consistent with the operational needs of the Employer, annual leave will only be authorized up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave. Employees may not take annual leave without the Employer's prior approval. Any holiday recognized in this Agreement which occurs during a requested annual leave period will not be charged as annual leave time.

36.§7.1 ~~“Vacation” is defined as seven (7) or more consecutive days away from the University through any combination of annual leave time, holiday time, and/or regular days off. Employees wishing to reserve a vacation period will submit an annual leave request to their supervisor. The supervisor will maintain a vacation calendar and/or record and record the name of the employee requesting the vacation, the date the request was made and the dates of the requested/approved vacation.~~

**December 1 – December 31 will be an open period for requesting annual leave for the upcoming fiscal year. Individuals will be allowed to request up to five days of consecutive annual leave (60 hours) and requests will be granted based on seniority. These seniority-based leave requests will be approved/disapproved during the following January after receiving recommendation by the Assistant Chief Operating Engineer on scheduling needs. ~~The Employer and supervisors~~ will have until January 31 to notify the employee of the approval/disapproval. Such annual leave requests must not be unreasonably denied.**

Beginning the following January 1, the open period is closed, and the annual leave requests will be handled on a first-come, first-served basis for the remainder of the upcoming fiscal year.

Consideration should be given to each other within the shifts to work out holidays so that each can enjoy the various holidays.

Annual leave can be requested anytime needed as long as it does not conflict with the current schedule or create overtime based on mitigating circumstances and discretion of management.

An apprentice will be able to attend school or OJT on a normal scheduled day off and be permitted to defer another work day within the week so long as it does not conflict with scheduling or create overtime based on mitigating circumstances and discretion of management.

~~36. §7.2 Annual leave usage will be on a "first come, first served" basis except that seniority vacation requests will take precedence over the "first come, first served" requests if submitted no less than four (4) months in advance of the requested time off. In the event of overlapping vacation requests, seniority requests must be made prior to the four (4) month approval date of a less senior employee's request. An employee can only have one (1) seniority request on file at one time. No further seniority vacation requests can be submitted until the first vacation is over. Seniority vacation requests shall be approved/disapproved four (4) months prior to the time requested. Supervisors will have seven (7) days to notify the employee of the approval/disapproval of the seniority vacation request. Such vacation requests shall not be unreasonably denied. A vacation request will not be accepted more than twelve (12) months prior to the vacation date. Employees may withdraw such vacation requests up to seventy two (72) hours prior to the beginning of the vacation.~~

~~36. §7.3 An employee shall not be entitled to seniority preference for the same period or overlapping period in successive years until the other employees in the bargaining unit have had a chance to utilize that period. An employee who withdraws an approved seniority vacation request will be charged for that vacation in successive years.~~

~~36. §7.4 "First come, first served" vacation requests shall be approved/disapproved within seven (7) days of the written request to the supervisor if the request is made less than four (4) months prior to the requested vacation. Such vacation requests shall not be unreasonably denied. Non-seniority vacation requests must be submitted at least fourteen (14) days prior to the beginning of the pay period in which the vacation will fall. Employees may withdraw such vacation requests up to seventy two (72) hours prior to the beginning of the vacation.~~

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~~36. §7.3 Annual leave requests covering less than seven (7) days shall be approved/disapproved on "first come, first served" basis. Such leave will not be unreasonably denied. Annual leave requests will be approved/disapproved within seven~~

(7) calendar days and/or prior to the time requested if the request is made less than four (4) months prior to the requested vacation.

36. §7.4 All disapproved requests shall contain the written reason for said disapproval. ~~Supervisors~~ The Employer shall date all approved and disapproved leave requests.

36. §8 Conversion to Sick Leave.

36. §8.1 Employees on annual leave who become ill or are injured and who thereby require (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) medically-prescribed confinement may convert such period of time to sick leave.

36. §8.2 Employees who return home from or significantly interrupt annual leave because of death, injury or illness of a person other than the employee, for which sick leave could normally be used, may convert such time to sick leave, provided that such illness or injury requires (1) hospitalization and/or (2) emergency surgery/treatment and convalescence requiring the presence of the employee. Employees on annual leave at home shall have the same privilege.

36. §8.3 Upon the Employer's request, an employee seeking to convert annual leave to sick leave under this Article must produce written medical verification as required by the Employer describing and verifying the injury or illness and hospitalization or treatment therefrom.

36. §8.4 When placing an employee on a medical leave of absence for which the employee will be receiving benefits under the University's Long-term Disability Insurance Program, the Employer will not charge any paid time to the employee's annual leave if the employee has requested the Employer not to do so, in writing.

36. §9 Annual Leave Freeze. An employee separated by reason of layoff may elect to freeze annual leave up to the balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's last rate of pay. Annual leave balance not used prior to a leave of absence will be maintained until the employee returns to work.

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MSEA

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TENTATIVE AGREEMENT

WMU/MSEA NEGOTIATIONS 2026  
WMU ARTICLE 37

ARTICLE 37  
PAID SICK LEAVE

37.§1 Allowance.

37.§1.1 Regular employees, including probationary employees, shall accrue paid sick leave benefits of one (1) hour for every twenty (20) hours paid. ~~on the basis of .05 hours for each regularly scheduled straight time hour worked but not to exceed an accumulation in excess of one hundred four (104) hours per fiscal year nor a maximum accumulation at any one time in excess of two thousand eighty (2,080) hours. For the purpose of computing the amount of sick leave to be credited to any employee, straight time hours for which the employee is paid although not actively at work shall be considered as hours worked.~~

37.§1.1.1 Regular bargaining unit employees on the University payroll as of December 1 each year who have accumulated a sick leave balance of at least one hundred sixty (160) hours shall have the opportunity on that date (or the closest regularly scheduled University business day) to "sell back" to the University up to eighty (80) hours of accumulated sick leave. The University will pay the employee for his sick leave hours (up to the annual eighty (80) hours limit set forth above) in accordance with the employee's then current wage rate, subject to applicable legally authorized deductions.

37.§1.2 Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. Sick leave credits for less than full-time employees shall be granted on a pro-rated basis.

37.§1.3 Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick or annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The employee may elect not to use annual leave to cover such absence.

37.§2 Sick leave payments shall be made to eligible employees (to the extent of their accumulated credits) ~~based on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight-time hourly rate of the employee at the time the necessary absence occurs.~~

37.§2.1 Regular part-time employees, including probationary employees, will accrue one (1) hour of paid sick leave for every twenty (20) hours paid. ~~be eligible for sick leave payments from their accrued sick leave credits on the basis of not to exceed the daily or weekly straight time hours they worked as part-time employees.~~

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37.§2.2 Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his or her accumulated credited sick leave.

37.§3 Utilization.

37.§3.1 Any utilization of sick leave by an employee must have the approval of the Employer.

37.§3.2 Sick leave may be utilized by an employee in the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness, or injury in the immediate family which necessitates absence from work. "Immediate family" in such cases means the employee's spouse, children, parents, grandparents, or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the employee is principally responsible. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the employee has been principally responsible.

37.§3.3 Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments.

**37.§3.4 The Michigan Earned Sick Time Act (ESTA) will be followed for providing employees with sick leave. Contract provisions that provide greater sick leave benefits than the ESTA will be followed.**

37.§4 Excessive Absenteeism – Work Habits and Promotions. The WMU Power Plant is a 24/7 year round operation. Operators cannot leave their shift until their relief reports to work. As such, good attendance is critical to the overall operation of the plant and morale of the workers and will be considered when awarding jobs or promotions and administering discipline. The goal of this section is to help ensure employees go home at the end of their scheduled shifts. While this section will be followed consistently, the University and Union recognize that mitigating circumstances require that each situation be handled on a case-by-case basis.

Promotions are not automatic upon successful completion of requisite job performance measures for the new position. Work habits, especially as they relate to attendance, will be strongly considered. This is permitted under Article 13.1.6 in the contract for Required Qualifications.

The purpose of this policy is to identify those uses and measures of unscheduled time off (sick leave) that cause concern and will be considered as a negative reflection on an employee's work habits.

***Areas of Concern for Sick Leave Use:***

\_\_\_\_\_ Sick leave being used at the rate it is being accumulated

\_\_\_\_\_ Patterns of continued isolated one day sick leave use.

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- ~~History of sick leave use next to scheduled off days~~
- ~~Unscheduled time off use significantly greater than the average being used of the top half of those employees holding the same classification.~~

~~Extended sick leave use for documented serious illnesses shall not be considered when evaluating the employee's attendance record.~~

**Consequences:**

- Promotions may be denied until good attendance is demonstrated, as determined by management according to the terms of this agreement.

**37.55 Excessive and Unscheduled Sick Leave Use – Progressive Discipline.**

- Excessive sick leave use shall be defined as **using more than seventy two (72) hours of unscheduled sick leave in a consecutive three or more occurrences of unscheduled sick leave use in a six (6) twelve (12) month fiscal year period (July 1 – June 30).**
- **Unscheduled sick leave use is defined as:**
  - \* **An employee does not provide advance notice of sick leave usage when it is foreseeable (however, no more than seven (7) days advance notice is required); or**
  - \* **An employee fails to call in as soon as possible after start of their shift upon becoming aware of the need for unforeseeable sick leave.**

**Consequences:**

- Instances of excessive sick leave use shall result in progressive discipline as outlined in the introduction to Section 2 of the University rules of conduct (verbal warning, written reprimand, suspension, etc.)
- Discipline may be issued for a particular instance of unscheduled sick leave use ~~should it be particularly disruptive to Power Plant operations (e.g. holidays, etc.)~~ under the University Rules of Conduct, Section 2, paragraph ~~H K~~.

**37.56 Absenteeism – Miscellaneous.**

- ~~Sick leave use immediately before or after a holiday, or a holiday extended by approved annual leave, shall result in forfeiture of holiday overtime pay and holiday pay.~~
- **Sick leave call-in used within the twenty-four (24) hour period before or after a holiday shall result in forfeiture of holiday overtime pay and holiday pay.**
- Sick leave use on holidays shall be recorded as such.

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37.§7 Disability Payment. If an employee is absent from work due to a disability resulting from an injury or illness compensable under the Michigan Worker's Compensation Act, such employee shall be paid the difference between his daily disability benefits received under Worker's Compensation, not to exceed eight (8) hours of straight-time pay per day or forty (40) hours straight-time pay per week from the Employer, with such additional amount to be deducted from the sick leave plan, to the extent of his accumulated credits.

37.§8 Payoff.

37.§8.1 If an employee, with seven (7) or more years of service as a regular employee and who is under the age of sixty-five (65), voluntarily resigns, twenty-five (25%) percent of the employee's accrued sick leave credits will be paid at the current straight-time hourly rate of pay in a lump-sum payment per article 37.8.3. Employees hired on or after September 1, 2012, are not eligible for this benefit.

37.§8.2 When an employee, hired before September 1, 2013, retires under the provisions of this contract, he shall be entitled to be paid his accumulated unused sick leave as of the date of such retirement but not to exceed a total payment of one thousand forty (1,040) hours of such paid sick leave at the regular straight time hourly rate of the employee at the time. Employees hired on or after September 1, 2013 are not eligible for this benefit. The beneficiary of any bargaining unit employee who receives the ~~\$35,000~~ ~~\$25,000~~ Term Life policy described in ~~40.9~~ ~~40-6~~ shall not be entitled to the sick leave payout set forth in this section.

An employee who separates from University service as a University retiree or who voluntarily terminates employment after age 65 with 7 or more years of service as a regular staff member shall be paid for one hundred (100%) percent of accumulated sick leave up to a maximum accrual of 1,040 hours as of the effective date of separation at the employee's final regular rate of pay.

37.§8.3 Accumulated sick leave, up to a maximum of ~~twenty five percent~~ ~~25~~ (25%) percent of accrued hours, will be paid at the current hourly rate in a lump sum payment upon the voluntary resignation of an employee with seven (7) or more years of service as a regular staff member who is under age 65. A letter of resignation is required before a payment can be made.

37.§8.4 Upon discharge, termination, resignation, or retirement, unused hours of sick leave, if any, are paid off in full as a contribution by the University to a 403(b) special pay plan account established on the employee's behalf (415(m) if applicable), to the extent allowable by plan provisions. (See Appendix C: Special Pay Plan definition.)

37.§9 Proof. All sick leave used shall be certified by the employee and by such other evidence as the Employer may **lawfully** require. Falsification of such evidence may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working.

37.§10 Bereavement Leave. Up to five (5) paid days, ending no later than the day following the day of the funeral, is allowed for making arrangements and attending the funeral of an immediate

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family member. Immediate family includes the employee's current spouse, designated eligible individual, and the employee's or current spouse's ~~(s)~~ or designated eligible individual's children, parents (including step-mother and step-father), ~~designated eligible individual~~, grandparents, grandchildren, brother(s) and current spouse(s) (including step-brother) or sister(s) and current spouse(s) (including step-sister). "Children" includes foster children and children for whom the employee has legal guardianship.

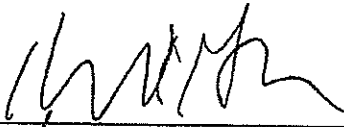

37.§11 All days on which a sick day is taken, and all days on which an employee is absent from work because of a work-related injury or illness will be counted toward any time off to which an employee is entitled under the federal Family and Medical Leave Act, provided that such time off would itself qualify as time for which the employee would be entitled to an FMLA leave. Medical certifications permitted under the FMLA will be required of all employees absent from work for more than three (3) consecutive scheduled working days, in order for them to return to work.

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**Tentative Agreement: WMU/MSEA Negotiations 2026**

The parties agree that there are no changes to the following provisions of the 2022-2026 WMU/MSEA Collective Bargaining Agreement:

Article 38 – Pay Schedule & Pay Day

WMU		Date	4/28/26
MSEA		Date	4/28/26

**Tentative Agreement: Article 39  
WMU/MSEA Negotiations 2026**

**ARTICLE 39  
INCORPORATION OF APPENDICES**

No changes to this article.

WMU



Date

5/13/26

MSEA



Date

5/13/26

## Tentative Agreement

### 2026 WMU/MSEA Negotiations

#### ARTICLE 40 COMPENSATION

40.§1 Wages. The job classifications and hourly rates applicable thereto are set forth in Appendix A, attached hereto and by this reference made part hereof.

40.§1.1 Heights and Tunnels Premium. Employees, who are required to work on high structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses, will receive an additional \$1 per hour for four (4) hours hazard pay per day. Employees who are required to work in pressurized tunnels (new construction or reconstruction) shall receive an additional \$1 per hour for each hour worked, with a minimum of (4) hours hazard pay per day. Work performed from a safety bucket (aerial equipment) is not considered high structure work. Work in Caissons is not considered tunnel work.

40.§1.2 Crew Leader Premium. Crew leaders shall receive a 10% premium.

40.§1.2.1 Chief Operating Engineer Premium. The Chief Operating Engineer shall receive a 10% premium above crew leader. Assistant Chief Engineer will receive a 5% premium above crew leader.

40.§1.3 The Chief Operating Engineer, **Assistant Chief Operating Engineer, and Crew Leaders** will receive one (1) hour of overtime pay for each call received from the plant during non-work hours.

40.§1.4 Shift Premiums. Employees covered by this agreement will be eligible for a shift premium of five (5%) percent above straight-time rates, rounded to the nearest cent.

40.§1.4.1 Shift premiums shall be paid to eligible employees for each shift where fifty (50%) percent or more of their regularly-scheduled shift falls between the hours of 2 p.m. and 5 a.m.

40.§1.4.2 Shift premium shall be included as part of the regular rate of computation of the premium for overtime hours worked by eligible employees working regularly-scheduled afternoon or night shifts.

40.§1.4.3 Shift premium shall not be paid for holidays or leave time used.

40.§1.4.4 Work requiring reassignment of relief employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly-assigned afternoon and night shifts.

40.§1.4.5 The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight-time pay rates.

40.§2 Holidays. The University pays employees for twelve (12) days away from work for holiday observance. Holiday pay is received for: Thanksgiving Day and the day after, one (1) day before or after Christmas, Christmas Day, one (1) day before or after New Year's, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, the employee's birthday, and Good Friday. Employees will be required to take a day off for their birthday and Good Friday.

40.§2.1 When any of the above-named holidays occur on an employee's regularly-scheduled workday (other than birthday holiday and Good Friday), qualified employees who are required to work on such holiday shall receive holiday pay for such day plus time and one-half their regular straight-time hourly rate of the employee for the straight-time hours he/she would have been scheduled to work on such day had it not been celebrated as a holiday. Holidays not occurring on a 12 hour shift employee's regularly scheduled workday shall be scheduled as floating holidays during the fiscal year utilizing leave request procedures.

40.§2.2 If a holiday (other than the birthday and Good Friday holiday) falls on an employee's regularly scheduled workday, then the employee must work the holiday unless one of the following conditions is met:

- 1) The employee requests a voluntary shift change within the same week that does not result in additional overtime and utilizes the division overtime list to offer the work to available, qualified co-workers, beginning with co-workers who have the fewest accumulated overtime hours and progressing through the list until the work assignment is accepted. Both employees will sign a "Request for Shift Change" form and provide same to the manager and/or director who will verify that the procedure was appropriately followed and make the necessary adjustment(s) to the posted schedule. The resultant assignment hours will be added to the overtime accumulation list as overtime hours worked. Those individuals, who decline the work opportunity under this procedure, will not be charged on the overtime list.

- 2) The holiday is part of a vacation request as defined in Article 36.7.1.

#### 40.§3 Health Care Benefits.

40.§3.1 The University shall offer a Preferred Provider Organization (PPO) health plan, the WMU Health Services Plan and Unified Clinics, or substantially equivalent plans, to all eligible employees, their dependents and qualifying retirees. The health care plan benefits shall be the same as those provided to WMU AAUP faculty unless changes are required in accordance with State and/or Federal laws. Sindecuse Health Center and Unified Clinics will continue to control the services and benefits they provide, and those services and benefits will be available to all PPO participants per the health plan terms. The parties agree that the following definitions apply to the University's health benefit

plan: "Dependents" shall be defined as (1) children of bargaining unit members by birth, marriage, adoption or court order, including step children, and is distinct from "spouse"; and (2) Designated eligible individuals to age twenty six (26) (If permitted under current law, or Michigan Constitution). "Spouse" shall be defined as current spouse, by legal marriage.

40.§3.1.1 Eligible dependents (as defined above) shall be covered to age twenty-six (26) Sponsored dependents will not be covered by the University's health medical plan. A "designated eligible individual" is defined in Article 47.3.2.

40.§4 Health Care Premiums

40.§4.1 Monthly premium contributions (the portion currently paid by the participating employee and the portion currently paid by Western) will remain unchanged through 12/31/22. ~~A participating employee will pay the following percentage of the illustrated monthly premium amount/rate:<sup>1</sup>~~

<u>Effective</u>	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
<del>1/1/2022</del>	<del>18.75%</del>	<del>22.25%</del>	<del>25.25%</del>
1/1/2023	19.0%	23.5%	26.5%
1/1/2024	19.5%	24.5%	28.35%
1/1/2025	20.0%	25.0%	28.8%

Commencing in 2027 2026, employee health insurance premium rates shall be the same as those of the WMU AAUP Faculty for single, two person, and family coverage, ~~subject to the limitation that such rates shall not increase by more than .5% in 2026.~~

40.§5 Vision and Dental Care Services. The following health care services shall be covered

40.§5.1 Vision. Eye examinations, lenses, and frames according to the level of service and plan design as described in the plan documents

40.§5.2 Dental. Dental services as described in the plan documents

40.§6 The WMU Health Services Plan

40.§6.1 The "WMU Health Services Plan" describes additional benefits applicable to members enrolled in the PPO plan. The University retains the right to amend the health

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

benefit plans as dictated by changes in the law and changes mandated by the carrier and/or administrative agent.

40.§6.2 Prescriptions. Prescription drugs available at the Sindecuse Health Center pharmacy through the PPO plan's five (5)-tier formulary with co-pay levels at the same rate as non-university pharmacies for generic, preferred brands, and non-preferred brands, preferred specialty, and non-preferred specialty, respectively. A ninety (90) day supply of maintenance drugs available for a 2.25x co-pay, except that "first fill" prescriptions will be limited to a 30-day supply at a reduced co-pay.

40.§6.3 Medical Services. Sindecuse does not collect or process labs or x-rays from outside providers. Primary care and specialist services are provided.

40.§6.4 Office co-pays, deductibles, and co-insurance. Sindecuse primary care office visits and specialist office visits are subject to the same co-pays as specified in the PPO plan. For health care services subject to a deductible per the PPO plan, Sindecuse's deductible will be fifty percent (50%) of the PPO plan's deductible. Regardless whether the deductible amount is paid to an off-campus provider or to Sindecuse, all deductible payments made by the employee will count towards the employee's total deductible amount. Sindecuse health care services are subject to the PPO plan's co-insurance provisions. Sindecuse will determine/define the types and levels of service(s) it provides.

40.§6.5 Unified Clinics. All services provided by the Unified Clinics shall be available per the PPO and/or WMU Health Services Plan to PPO plan members and at a level of service as defined by that facility. Such services can be found at <http://wmich.edu/unifiedclinics>

40.§7 Continuation of Hospital/Medical Insurance Coverage. The University will provide for continuation of WMU group hospital-medical insurance after certain events which would normally stop coverage. Under provision of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), insured employees and insured dependents of active or retired employees may apply to continue University hospital-medical group insurance coverage if they lose normal eligibility for any of the following reasons: employee termination; divorce or legal separation from the insured employee; cessation of eligibility as a "dependent child"; or any situation which results in the loss of benefit eligibility. The maximum period for continuation depends upon the qualifying event. During the extension period, the insured is required to pay the full cost of the insurance, plus administrative fees. The Employer may refuse to offer continuation of coverage under COBRA if an employee has been terminated for "gross misconduct."

40.§8 Long-Term Disability. The Employer shall provide long-term disability insurance that will pay sixty-six point sixty-seven percent (66.67%) of the applicable base wages up to a maximum of \$3,000/month, 30 days after the employee becomes totally disabled or after the expiration of sick leave, whichever event comes later. The University will pay 50% of the premium and the employee will pay 50% of the premium.

40.§9 Life Insurance. The University shall provide \$35,000 worth of non-decreasing group term life insurance to employees covered by this Agreement. The University will pay one hundred percent (100%) of this coverage.

40.§9.1 Supplemental group life insurance of one (1) or two (2) times each employee's base salary will also be made available to employees. Premiums will be paid by the employee and will be based upon the amount of coverage and the employee's age.

40.§10 Tax Deferred Retirement Savings. Tax deferred retirement savings will be made available to all employees covered by this Agreement.

40.§11 Reimbursement Rates - Travel. Employees covered by this Agreement shall be entitled to travel reimbursement at the rates in accordance with the standard travel practices of the University.

40.§12 Michigan Public School Employees Retirement System. The University will contribute to the Michigan Public School Employees Retirement System (MPERS) for those employees hired by the University prior to January 1, 1996. Such employees are automatically enrolled per MPERS mandate in the MPERS Member Investment Plan (MIP), a supplemental retirement program designed to increase retirement benefits. The amount paid to each employee upon retirement is set by the state (MPERS) retirement system.

Employees hired on or after January 1, 1996 are not eligible for the MPERS plan, and are enrolled in the defined contribution plan – currently the Teachers Insurance Annuity Association—College Retirement Equities Fund (TIAA/CREF), Delayed Vest Plan. Employees are fully vested in this plan after five (5) years of service. Employees hired after January 1, 1996 must work a minimum of 30 hours per week to be eligible to receive the University's contribution to TIAA/CREF.

40.§12.1 Retiree Defined. Being eligible for TIAA/CREF or MPERS retirement allowance and contributions does not automatically qualify an employee for WMU retirement status benefits. To be eligible for WMU retiree status and the commensurate retirement benefits an employee must meet the following criteria: Employees hired before July 1, 1996 must have (1) completed a minimum of ten (10) years of service as a regular (continuing or terminal) full-time status employee with WMU and (2) Employees must be at least fifty five (55) years of age. Employees hired or re-hired on or after July 1, 1996 must (1) complete ten (10) years of continuous full-time service immediately preceding the date of retirement and (2) Employees must be at least fifty five (55) years of age. Employees hired or re-hired on or after January 1, 2014, must (1) complete fifteen (15) years of continuous full-time service immediately preceding the date of retirement and (2) Employees must be at least sixty (60) years of age. Continuity of service shall not be broken unless seniority is terminated as provided in Article 7.§4.

40.§12.2 Description of TIAA/CREF Defined Contribution Benefit. For employees hired on or after January 1, 1996, the University contributes a percentage based on each employee's salary toward his retirement. Contributions by the employer are made to the Federal Insurance Contributions Act (FICA), required for all employees; and the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA-CREF) with five (5) year delayed vesting.

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

For employees hired on or after January 1, 2014, the following contribution levels (for all tax deferred annuity plans) will apply:

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

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

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

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

40.§13 Social Security. The University will, to the extent required by law, also contribute to the federal Social Security System. The amount paid to each employee and the conditions for such payments are governed by the Social Security Act, and any such payments are made by the federal government and not the employer.

40.§14 The Longevity schedule found in Appendix B will be used during the life of this Agreement. Longevity will be paid based upon this schedule in a lump sum on the first full pay period of October each year.

~~WMU retirees will receive a University identification card, with the benefits that the card carries.~~

WMU [Signature] 5/13/26 MSEA L 5/13/26

**Tentative Agreement: Article 43  
WMU/MSEA Negotiations 2026**

**ARTICLE 43  
MSEA INFORMATION TO THE EMPLOYER**

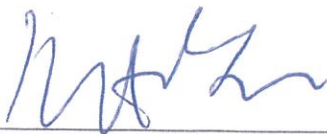
**Change Article 43 as follows:**

43.§1 The MSEA agrees to furnish the following information in writing to the **Director of Labor Relations** Employer:

1. A list of designated stewards and their respective jurisdictions
2. A list of state officers, regional directors, and local presidents.
3. Current MSEA office(s) mailing addresses and phone numbers.

Any changes to the above information shall be forwarded to the **Director of Labor Relations** Employer by the MSEA in writing as soon as such changes are made.

WMU



Date

3/24/26

MSEA



Date

3/24/26

## TENTATIVE AGREEMENT

### ARTICLE 47—Designated Eligible Individual (DEI)

47.1 DESIGNATED ELIGIBLE INDIVIDUAL (DEI). MSEA members may participate in WMU's Designated Eligible Individual program as reflected in and subject to the conditions set forth in the Human Resources' enrollment form. For any employee who has an approved DEI enrollment form on file with WMU Human Resources, WMU will permit the employee to use sick leave (Article 37), bereavement leave (Article 37.10) and or FMLA leave (Article 16.5) vis-à-vis his /her DEI.

47.2 Western Michigan University reserves the right to change the eligibility criteria or to suspend or terminate the Designated Eligible Individual benefit program, if: (1) a court of competent jurisdiction rules the program to be in violation of the law or Michigan constitution, or (2) Michigan legislature has voted to cut or withhold funding from WMU because of the DEI program.

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

#### 47.3 Requirements:

47.3.1 Bargaining unit members who do not already enroll a spouse in the health or other benefit plans may enroll one adult individual for benefit coverage, but only if all the eligibility criteria are met.

47.3.2 Designated Eligible Individual, at the time of proposed enrollment, resides in the same residence as the member and has done so for the previous eighteen (18) continuous months, other than as a tenant, and is not a "dependent" of the employee as defined by the IRS.

47.4 Children of a Designated Eligible Individual are also eligible for this benefit if they are members of the member's household and meet IRS dependent criteria as well as University dependent coverage policy (up to age 26, ~~or while a student [see Article 15.4.2.1]~~).

47.5 Eligibility for coverage of a Designated Eligible Individual, or of a Designated Eligible Individual's dependent, ceases on the date that any of the listed criteria are not met.

47.6 Limits of Eligibility. The following individuals are not eligible as designated eligible individuals:

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

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

47.7 Enrollment. Designated Eligible Individual enrollment must be completed during the open-enrollment period or no more than 31 days after all of the above criteria are met.

47.7.1 Effect on Member Enrollment. This article does not affect the rights of, or criteria applicable to any member qualifying for enrollment in WMU's benefit plans under applicable University policy.

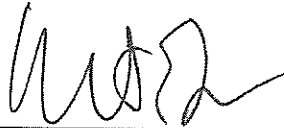
47.8 Additional Benefits for DEI.


47.8.1 Seventy-five percent (75%) remission on tuition and required fees as provided in 33.7 for undergraduate courses. Discounts on Campus Bookstore purchases made by the bargaining unit member on behalf of the DEI.

47.8.1.1 Accepting discounts on Campus Bookstore purchases, tuition remission and /or required fees will result in tax consequences of reported income on the bargaining unit member's W-2 form.

47.8.2 Bereavement leave for the member as provided in Article 37.10 8-6.

47.8.3 Use of sick leave credits as provided in Article 37.

WMU  Date 5-11-26

MSEA  Date 5/11/26

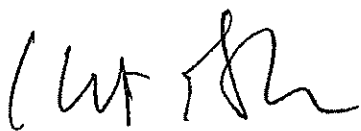
**Tentative Agreement: Article 48  
WMU/MSEA Negotiations 2026**

**ARTICLE 48  
TERMINATION OF THIS AGREEMENT**

This Agreement shall become effective as of the 1st day of July, ~~2022~~ 2026 and shall continue in full force and effect until 12 a.m. on the 30th day of June, ~~2026~~ 2029, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of the Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

This Agreement is signed in Kalamazoo, Michigan on this date of \_\_\_\_\_, 2026

WMU



Date

5/13/26

MSEA



Date

5/13/26

Tentative Agreement – Appendix A


Remove wage table on page 70 and use attached Labor Grades and Classifications Chart for new Appendix A.

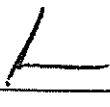
Pay rates for July 2026, July 2027, and July 2028 are attached along with notes to be included explaining pay rates for each position.

The following four employees are grandfathered and will continue to receive their earned incentives while working in positions of Skilled Trades Coordinator, Crew Leader, Assistant Chief Operating Engineer, or Chief Operating Engineer:

Steve Durian  
Jeff Landers  
Art Priest  
Ron Uldriks

No incentives will be included while working in positions of Skilled Trades Coordinator, Crew Leader, Assistant Chief Operating Engineer, or Chief Operating Engineer beyond these listed employees.

WMU  Date 5/13/26

MSEA  Date 5/13/26

LABOR GRADES AND CLASSIFICATIONS:

Labor Grade	Classification	7/1/2026	7/1/2027	7/1/2028
OPR*	Operating Engineer	2.00%	2.50%	2.25%
UTT	Utility Technician	\$39.35	\$40.34	\$41.24
UT1+	Utility Technician Specialist 1	\$39.84	\$40.84	\$41.76
UT2**	Utility Technician Specialist 2	\$40.34	\$41.35	\$42.28
UT3***	Utility Technician Specialist 3	\$40.85	\$41.87	\$42.81
UTJ	Utility Journey Person	\$42.89	\$43.96	\$44.95
JE1	UTJ Electrical level 1 Incentive	\$43.89	\$44.96	\$45.95
JE2	UTJ Electrical level 2 Incentive	\$44.89	\$45.96	\$46.95
JM1	UTJ Mechanical Level 1 Incentive	\$43.39	\$44.46	\$45.45
JM2	UTJ Mechanical Level 2 Incentive	\$44.39	\$45.46	\$46.45
CLD	Crew Leader	\$46.10	\$47.26	\$48.32
GE1	Grow Leader-Electrical Level 1 Incentive			
GE2	Grow Leader-Electrical Level 2 Incentive			
GM1	Grow Leader-Mechanical Level 1 Incentive			
GM2	Grow Leader-Mechanical Level 2 Incentive			
ACE	Assistant Chief Operating Engineer	\$48.41	\$49.62	\$50.74
COE	Chief Operating Engineer	\$50.72	\$51.98	\$53.15

Notes:

ATB increase 2% year 1, 2.5% year 2, 2.25% year 3

1.25% UTT rate

1.25% UT1 rate

1.25% UT2 rate

5% UT3 rate

\$1 added to UTJ rate

\$1 added to JE1 rate

\$1.50 added to JM1 rate

7.5% of UTJ rate

5% of CLD rate

10% of CLD rate

- \* UT1 requires 25% completion of OTJ and RMTC training measures
- \*\* UT2 requires 50% completion of OTJ and RMTC training measures
- \*\*\* UT3 requires 75% completion of OTJ and RMTC training measures

UG 5/13/26  
 2/5/26 TA

MSEA - Pricing Sheet  
 Management Supposal - 2 Create three new levels between UTT and UTJ

Grade	Position	Current			Notes:	Year 2		Year 3	
		Rate	New Rate	\$ Change		Rate (2.5%)	Rate (2.25%)		
UTT	Utility Technician	\$38.58	\$39.35	\$0.77	2% increase	\$40.34	\$41.24		
UTS 1	Utility Specialist - 25%	\$38.58	\$39.84	\$1.26	1.25% of UTT rate	\$40.84	\$41.76		
UTS 2	Utility Specialist - 50%	\$39.58	\$40.34	\$0.76	1.25% of UTS1 rate	\$41.35	\$42.28		
UTS 3	Utility Specialist - 75%	\$39.58	\$40.85	\$1.27	1.25% of UTS2 rate	\$42.38	\$42.81		
UTJ	Utility Journeyerson	\$40.58	\$42.89	\$2.31	5% of UTS3 rate	\$44.50	\$44.95		
JE2	UTJ Electrical Incentive 2	\$42.58	\$44.89	\$2.31	Incentive pay of \$2 (\$1 for level 1 and \$1 for level 2)	\$46.50	\$46.95		
JM2	UTJ Mechanical Incentive 2	\$42.58	\$44.89	\$2.31	Incentive pay of \$2 (\$1 for level 1 and \$1.50 for level 2)	\$46.50	\$46.95		
CLD	Crew Lead	\$44.64	\$46.10	\$1.46	7.5% of UTJ rate	\$47.84	\$48.32		
ACE	Asst Chief OPR Engineer	\$46.87	\$48.41	\$1.54	5% of CLD rate	\$50.23	\$50.74		
COE	Chief OPR Engineer	\$49.10	\$50.72	\$1.62	10% of CLD rate	\$52.62	\$53.15		

Note: Employees that will be grandfathered for incentive pay for working in positions of Skilled Trades Coordinator, Crew Leader, ACE or COE:  
 Art Priest  
 Steve Durian  
 Jeff Landers  
 Ron Uldriks


*see sample*

*2 5/13/26 TA*

**Tentative Agreement: WMU/MSEA Negotiations 2026**

The parties agree that there are no changes to the following provisions of the 2022-2026 WMU/MSEA Collective Bargaining Agreement:

Appendix B – Longevity Compensation Plan

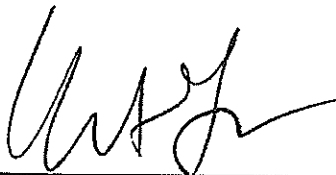
WMU  Date 5/13/26


MSEA  Date 5/13/26

**Tentative Agreement: WMU/MSEA Negotiations 2026**

The parties agree that there are no changes to the following provisions of the 2022-2026 WMU/MSEA Collective Bargaining Agreement:

Appendix C – Special Pay Plan

WMU  Date 5-11-26

MSEA  Date 5/11/26

**Appendix D**  
**Tentative Agreement – WMU/MSEA 2026 negotiations**

~~This Letter of Understanding supersedes the incentive pay program established by letters of understanding in January 2010 and amended in March 2015. The new incentive pay program is as follows:~~

- 1) Mechanics: The requirement for the first and second incentives were changed from 5G and 6G carbon piping for the first and 5G and 6G stainless piping for the second to 4G structural welding certification, and 100 hours specific on the Job time for the first and 5G and 6G carbon piping for the second. No other changes were made.
- 2) Electricians: The first and second incentives, Industrial Instrumentation and PLC/Panelview remain with an increase in documented on the job time from 200 to 1000 hours for the first and from 200 to 500 hours for the second incentive program. No other changes were made.

~~For purposes of implementation this revised Letter of Understanding will be considered to be in effect as of October 16, 2017.~~

**INCENTIVE PROGRAMS:**

The incentives are to add \$1.00 per hour for electricians and \$.50 and \$1.50 for mechanics (added to base) in two possible increments for completion of the appropriate certification programs and successful proficiency demonstrations (where applicable).

**POWER PLANT MECHANICS:**

First Incentive: Power Plant Mechanics Will receive an incentive of \$.50 per hour ATB (across the board) and the certificate from RMTC and will be placed in the ~~JM1~~ ~~U1~~ pay grade, for completion of the 4G structural steel welding certification. The Journeyman must submit one sample structural steel coupon per month, and 100 hours of welding and fabrication work orders. Upon committee approval of the coupon, an RMTC day will be scheduled to weld a coupon under the Welding Certification Module.

Second Incentive: Power Plant Mechanics will receive an incentive of \$1.50 per hour ATB and the certificate from RMTC and will be placed in the ~~JM2~~ ~~U2~~ pay grade, for completion of the 5G and 6G carbon steel pipe welding certification. The journeyman must submit one sample pipe coupon per month. Upon committee approval of the coupon, an RMTC day will be scheduled to weld a coupon under the Welding Certification Module.

**POWER PLANT ELECTRICIANS:**

First Incentive: Power Plant Electricians will receive an incentive of \$1 per hour ATB and will be placed in the ~~JE1~~ ~~U1~~ pay grade for completion of the Industrial Instrumentation modules at RMTC and 1000 hours work process time specific to Industrial Instrumentation. The Journeyman must maintain a minimum 0.8 contact hour to clock hour ratio at RMTC to remain on paid time to attend RMTC.

Second Incentive: Power Plant Electricians will receive an incentive of \$1 per hour ATB and will be placed in the ~~JE2~~ ~~U2~~ pay grade for completion of the PLC/Panelview modules at RMTC and 500 hours work process time specific to PLC/Panelview, variable frequency drives, programmable controls utilizing software, and infrared inspection. The Journeyman must maintain a minimum 0.8 contact hour to clock hour ratio at RMTC to remain on paid time to attend RMTC.

WMU agrees to pay any cost of the certificate and any materials and/or modules required for completion of both incentive steps.

The University agrees to pay qualified employees wages and mileage reimbursement for each day of attendance in the incentive programs. In order to remain qualified, once an individual has been a participant in the program, the employee must maintain a minimum 0.8 contact hours to clock hour ratio to remain on University paid time, and submit monthly training reports to the joint labor/management training committee. upon Initial certification power plant mechanics must re-qualify their 4G structural welding certification every three (3) calendar years thereafter to remain eligible for ATB raise of \$.50. Employees may elect to attend the advanced Incentive programs on their own time If they so desire.

CHANGES TO APPENDIX A:

~~In addition to the current JOB CLASSIFICATIONS, LABOR GRADES AND HOURLY WAGE SCHEDULES, two additional classifications will be added. These will be UJ1 and UJ2 to reflect the two step increments in each category.~~

WMU UMAH  
5/13/26

MSEA L 5/13/26

TENTATIVE AGREEMENT – MSEA/WMU 2026 NEGOTIATIONS

– ADD AS APPENDIX E IN NEW COLLECTIVE BARGAINING AGREEMENT

*Handwritten signature*  
5-11-26

Letter of Understanding between  
Western Michigan University and  
Michigan State Employees Association

This Letter of Understanding establishes guidelines for a journey level employee wishing to further their skill development by pursuing a second apprenticeship resulting in a secondary journey level craft (dual craft) as contained in the standards of apprenticeship. The terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving persons other than a journey level employee seeking dual craft status.

**Apprenticeship Registration:** A journey level employee seeking dual craft status will be registered with the Department of Labor (DOL) in the second craft apprenticeship with credit for work process time completed during their initial apprenticeship. Required on the job learning (OJL) time for a journey level mechanic registered as a power house electrician apprentice will be 5900 hours. Required OJL time for a journey level electrician registered as a power house mechanic apprentice will be 6050 hours. A journey level employee seeking dual craft status will be credited with related trades instruction (RTI) time based on completed course work from transcripts at Kellogg Community College upon apprenticeship registration with DOL.

Mech->Elec		Elec->Mech	
Elec. Inst.	2300	Hand&Pwr tool	850
Inst.Install	2800	Mech.Pwr.Tr.	1100
Trouble	500	Fluid Pwr.	1100
Pipe&Cond.	300	Fab.&Weld	2200
Total OJL hours	5900	Trouble	500
		Pipe&Cond.	300
		Total OJL hours	6050

**Advancement:** Apprenticeship attendance, progress, and reporting shall be governed by article 29. §6 of the collective bargaining agreement. Release time for employees registered for primary apprenticeship as a condition of employment will take priority over a journey level employee seeking dual craft status. A journey level employee seeking dual craft status shall complete RTI and OJL within 5 years of registration with the DOL.

**Incentive:** Upon attaining dual craft status the journey level employee shall have \$1.00/ hour added to base.

**Withdrawal:** A journey level employee seeking dual craft status may withdraw from the program at any time with formal notice to the Joint Training Committee, at which time their apprenticeship will be cancelled with the DOL and any OJL time will be forfeited. Any RTI will be retained in their transcript at Kellogg Community College and journey level employees may re-register after one calendar year.

*Handwritten signature*  
5/11/26 TA

For the Union:

Jeff Landers  
Jeff Landers

Ramon Jandron  
Ramon Jandron

Michael Walden  
Michael Walden

Kevin Bridges  
Kevin Bridges

Tom Maida  
Tom Maida

Ron Uldriks  
Ron Uldriks

For the University:

Kurt Graham 6/22/23  
Kurt Graham

George Jarvis  
George Jarvis

Colleen Scarff  
Colleen Scarff

Tara DeHaven  
Tara DeHaven

Kurt Graham TA  
5-11-26

Ramon Jandron TA  
5/11/26

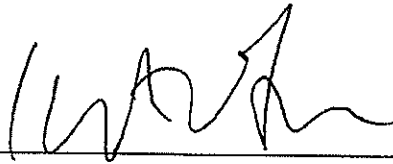
**TENTATIVE AGREEMENT – 2026 WMU/MSEA NEGOTIATIONS**

No changes to work rules except as follows:

**Work Rule 2(H)**

Failing to report for work without giving the employee's supervisor or department head notice of absence prior to the start of the employee's shift. If it is impossible to give notice because of an emergency, notice must be given as soon after the start of such absence as possible and documentation of the emergency **may be required** ~~must be provided within two workdays~~ after the employee's return to work.

WMU



Date

5-11-26

MSEA



Date

5/11/26