AGREEMENT

between

Western Michigan University

and

Michigan State Employees Association

July 1, 2016- June 30, 2019



Robert M Beam Power Plant
Employees, MSEA and WMU Negotiating Team at Contract Signing
October 18, 2016

Left to right kneeling: Bill Pedersen, Rick Boyd, Troy Leinaar, Steve Durian, Andrew Ferrari, Brad Oswalt
Second Row: Doreen Brinson, Allison Haan, Mike Walden, Patti Van Walbeck, Tara Tresh, Kevin Bridges
Back Row: Umar Abdul-Mutakallim, Ken Moore, Tim Johnson, Jeff Landers, Art Priest, George Jarvis, Tom Maida, Bill Long, Ron Uldriks, Randy Bortolussi, Matt Cronkhite.
Not Pictured: Don Stemaly

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ARTICLE 1
PREAMBLE

1.§1 This Agreement is made and entered into this 1st day of July 2016, 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.

ARTICLE 2
PURPOSE AND INTENT

2.§1 It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon ratification, the provisions of this Agreement shall automatically modify or supersede conflicting rules, regulations, practices, policies, agreements, and interpretive letters of the Employer pertaining to wages, hours, and terms and conditions of employment.

2.§2 If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Employer and the Union.

2.§3 No individual employee or group of employees, acting independently of the Union, may alter, amend, or modify any provisions hereof.

2.§4 Economic benefits which were in effect on the effective date of this Agreement, and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the MESA.

ARTICLE 3
RECOGNITION

3.§1 Representation Unit. The Employer recognizes the Michigan State Employees Association as the exclusive representative and sole bargaining agent for the Bargaining Unit of employees.

> 3.§1.1 The employees covered by this Agreement shall be those in the classifications listed in Appendix A of this Agreement and such other classifications as may be assigned to the respective Unit in accordance with the provisions of this Agreement.

3.§1.2 Employees working in managerial, confidential, or supervisory positions shall not be covered by the terms and conditions of this Agreement.

3.§2 New Classifications.

3.§2.1 Prior to implementation, the Employer will notify the Union of its intent to abolish, substantially modify, or create new bargaining unit classifications, or to create any new classifications consisting of a significant part of the duties of existing bargaining-unit classifications.

3.§2.2 The Union may request a meeting to discuss the impact on the bargaining unit of any notice given pursuant to Article 3.§2.1. Such a request shall be made within ten (10) calendar days of the notice, and a meeting will be held within ten (10) calendar days of this request, unless these timelines are extended by mutual agreement of the parties.

3.§2.3 If the parties are unable to resolve concerns raised by the Union at the meeting referenced in Article 3.§2.2, the employer may implement the proposed changes and the Union may pursue any applicable procedures administered by the Michigan Employment Relations Commission.

3.§3 Appointment Duration. The parties agree that Appendix D describes the appointment duration of employees covered by this Agreement and such definitions and benefit coverages are, hereby, incorporated into this Agreement by reference and shall constitute the sole applicable definitions and benefit descriptions thereof.

3.§4 In the event of any layoff, the Employer shall not abolish, modify or create new classifications for the purpose of avoiding recall of laid-off Bargaining Unit employees.

ARTICLE 4
ASSOCIATION RIGHTS

4.§1 Aid to Other Organizations. The Employer agrees not to, and shall cause its designated agents not to, aid, promote or finance any other labor or employee organization which purports to engage in employee representation of employees in this unit, or make any agreements with any such group or organization for the purpose of undermining the MSEA's representation of the Bargaining Unit covered by this Agreement. Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, provided that as to matters which are mandatory subjects of negotiation, any change or modifications in conditions of employment shall be made only through negotiations with the Union.

4.§1.1 Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.

4.§1.2 The Union agrees not to use any service or privilege provided in this Article for purposes of organization or political activity in violation of this Agreement or applicable

state law. Violation of this provision shall constitute the basis of revoking such services or privileges.

4.§2 Information Provided to the MSEA.

4.§2.1 The Employer agrees to furnish to the Union a report listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit covered by this Agreement, or who have made any changes in Employee Organization deductions. This report will be furnished to the Union upon request, at actual cost to the Union and shall include the employee's name, appointment type, class/level, effective date, and former class. Employee social security numbers will also be provided to the MSEA, upon receipt by the University of written authorization from the employee.

4.§2.2 The Employer will provide to the Union a monthly report containing the following information for each employee in the Bargaining Unit: the employee's name, street address, city, state, zip code, hire date, and hourly rate. Employee social security number, sex, race, and birthdate will also be provided to the MSEA, upon receipt by the University of written authorization from the employee. This listing shall be provided at actual cost of production to the Union and shall be based on the active employee records during the first full pay period of the calendar month.

4.§2.3 Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of the Union, with an alphabetical list of names of all employees paying dues or a representation fee to the Union no later than fourteen (14) calendar days after the close of the pay period of deduction. Unavoidable delays shall not constitute a violation of this Agreement.

4.§2.4 The reports listed in 4.§2.1, 4.§2.2, 4.§2.3, shall be provided in hard copy form.

4.§3 Bulletin Boards. The University will furnish one (1) bulletin board at a location accessible to power plant employees to enable employees of the representation unit to see materials posted thereon by the Union.

4.§3.1 No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to the President or his/her designee. In addition, the Employer will endeavor to make certain that unauthorized removal of material from the Union bulletin boards does not occur.

4.§4 Union Information Packet. The Employer agrees to furnish to new employees in the Unit covered by this Agreement a packet of informational materials supplied to the Employer by the Union President or his/her designee. The Employer retains the right to review the material supplied

and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer or the Union.

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 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.

4.§5.1 The Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Employer.

4.§5.2 The Employer may designate a private meeting place or may provide a representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. The Employer representative shall not interfere with or participate in these visitation rights. The Employer reserves the right to limit the number of representatives permitted on the premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.

4.§6 Employee Organization Activity. Bargaining Unit employees, including Union officers and representatives, MSEA representatives, and authorized non-employee Union representatives, shall not conduct any Union activities or Union business on University work time or at University work locations except as specifically authorized by the provisions of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

5.§1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Employer and the employees are vested solely in the Employer.

ARTICLE 6
MSEA SECURITY

It is agreed that:

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, P.O. Box 13158, Lansing, Michigan 48901. 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.

6.§1.1 Employees promoted or transferred out of a bargaining unit position not covered by this Agreement shall not automatically remain on payroll deduction. Employees recalled from layoff including employees recalled from seasonal layoff or returning from a leave of absence shall resume payroll deductions, deductions of dues or representation fees, commencing the first pay period of work.

6.§1.2 An employee who has executed and not revoked a valid deduction authorization card, or who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or settlement applies, and the amount of such dues or fees as shall be deducted from the "make whole" amount otherwise due. A revocation shall not be retroactive.

6.§2 Reimbursement. The Employer agrees not to reimburse membership/representation fees to any employee without prior written notification to the Union.

6.§3 Nothing contained in this Article shall be deemed as requiring an employee, as a condition of obtaining or continuing employment with the University to (a) refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative; (b) become or remain a member of a labor organization or bargaining representative; (c) pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative; (d) pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fess, or assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative. This section 6.3 shall be effective only for so long as Section 10(3) of Public Act 349 of 2012 as currently written is in effect and enforceable.

ARTICLE 7
MSEA BUSINESS AND ACTIVITIES

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 to attend MSEA or International Union conventions or other business meetings provided: 1) such leaves shall not exceed ten (10) consecutive regularly-scheduled working days; 2) no more than 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 president or his/her designee, are received by the Employer's Human Resources Office at least five (5) regularly-scheduled working days prior to the start of the anticipated leave of absence.

7.§1.1 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 be provided within five (5) days of any changes in the offices of the board of directors or executive council.

7.§2.1 Such 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, not to exceed forty-eight (48) 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.

ARTICLE 8
GRIEVANCE PROCEDURE

8.§1 Complaints and/or Misunderstandings. The Union and the Employer agree it is important that employees and their supervisors freely communicate regarding complaints and/or misunderstandings that may arise or exist and that such dialogue take place as soon as practicable

after a complaint and/or misunderstanding arises. If the matter is such as is defined as a grievance in 8.§2 of this Agreement, the employee shall be entitled to have his/her Union representative present at the time of the discussion with the supervisor.

8.§2 Grievance Defined. A grievance is defined as a written complaint alleging that there has been a violation, misinterpretation or misapplication of any condition of employment contained in this Agreement, or of any rule, policy or regulation of the Employer deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation of the Agreement arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.

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 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 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 representative with a copy thereof to the grievant.

> 8.§4.1 Written grievances which do not contain the information specified above shall be returned to the grievant and shall not be processed unless they are revised or rewritten in conformance therewith and re-filed with the immediate supervisor within two (2) regularly-scheduled working days after such return.
>
> 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 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 representative, the Union representative shall present the written grievance to the Employer's director of Collective Bargaining, together with a written statement as to why the First Step answer was rejected. Within five (5) regularly-scheduled working days after the grievance has been so presented, a meeting shall be held among the Union representative(s), the grievant and the

Employer's director of Collective Bargaining and the Employer's divisional grievance representative or their designated representatives. All parties at this meeting shall have the authority to resolve and settle grievances. Within five (5) regularly-scheduled working days after this meeting, the Employer's director of Collective Bargaining, 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.§5.1 It is understood and agreed that the Union has the right to have a staff representative of the MSEA present at such Second Step meeting and that if such representative is to be present, the Employer shall have the right to have its labor relations counsel present also. If the Union elects to have a staff representative present at the Second Step meeting, the Union will notify the University's director of Collective Bargaining. If the University, in turn, elects to have its labor counsel present, the University will notify the Union staff representative.

8.§5.2 This answer shall include:

8.§5.2.1 A statement of the Employer's director of Collective Bargaining's position and judgment in the matter;

8.§5.2.2 The paragraph(s) of such Agreement relied upon in reaching such disposition.

8.§6 Arbitration Step. If not satisfied with the Employer answer in Step Two, only the MSEA may appeal the grievance to arbitration by notifying the Department of Human Resources in writing by certified mail of the desire to arbitrate. Such notice must be received by the Department of Human Resources no later than twenty-five (25) weekdays from the date of the Employer's answer in Step Two. If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's Step Two answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues. If timely notice is made, the University and the MSEA will join in submitting the grievance to arbitration according to the following procedures.

8.§6.1 By mutual agreement, following a Second Step denial, a staff representative of the MSEA and the director of Collective Bargaining will discuss the matter. An effort shall be made in such discussions to arrive at fair and equitable grievance settlements to avoid the necessity of arbitration. Such settlements, if reached, shall be confirmed in writing when agreed to by the Employer and the MSEA.

8.§6.2 The parties shall select an arbitrator from the panel of arbitrators listed in Article 8.§6.2.1, on a rotating basis. The arbitrators shall be placed on the panel list in alphabetical order. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his or her name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as

possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance sooner.

If none of the arbitrators are available to hear the grievance within six (6) months after selection, the parties shall jointly submit the grievance to the American Arbitration Association and thereafter it shall be handled in accordance with the rules of the American Arbitration Association.

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

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

8.§6.2.1 Panel of Arbitrators

Mario Chiesa
William Daniel
Paul Glendon
Patrick McDonald

8.§6.3 The expenses and fees of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties to the arbitration. The expenses of a court reporter shall be borne by the party requesting the reporter unless the parties agree to share such costs.

8.§6.4 The arbitrator shall only have the authority to adjust grievances in accordance with this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the MSEA or the Employer any rights or privileges which were not obtained in the negotiation process.

8.§6.5 The decision of the arbitrator will be final and binding on all parties to this Agreement. The parties may mutually agree, in the event a threshold issue is raised in a particular case, that they will ask the arbitrator to, in the same hearing, first hear the threshold issue and then the grievance on the merits and make the appropriate decisions. The parties may also mutually agree to ask the arbitrator to issue a "bench" decision on the threshold issue. When the arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the arbitrator shall be rendered within thirty five (35) calendar days from the closing of the record of the hearing.

8.§7 The time limits at any step of this grievance procedure may be extended by mutual agreement. In the event the Union does not appeal the grievance from one step to another within the time limits specified or as extended, the grievance shall be considered as having been withdrawn without prejudice. In the event the Employer fails to reply to a grievance at any step in the grievance procedure, within the specified time limit or as extended, the grievance shall automatically be advanced to the next step of the grievance procedure, except that nothing contained herein shall be construed to automatically advance a grievance to the Arbitration step.

8.§7.1 A grievance may be withdrawn at any step in the grievance procedure without prejudice. A grievance that has been withdrawn may be reinstated based on new evidence not previously available within thirty (30) workdays of the date it was withdrawn.

8.§8 Grievances on behalf of the entire bargaining unit shall be filed at the Second Step of the grievance procedure.

8.§9 In cases where the grievance arises because of the rejection of a bid for a job in an area other than that in which the employee is working, the grievance shall be filed with the supervisor who rejected the bid.

8.§10 When either party deems it necessary to provide witnesses from its own constituency at any step of the grievance procedure or at the arbitration hearing level, such witnesses, in reasonable numbers as may be necessary, may be called for the specific period and purpose for which they are needed and for the time necessarily spent shall suffer no loss of pay due to their absence for such reason from their regularly-scheduled work.

8.§11 It is agreed that, when circumstances are such that it appears to the parties hereto to be necessary or desirable to do so, a step or steps of the grievance procedure may be skipped provided the Employer and the Union mutually agree to do so in writing.

8.§12 Documents and Witnesses Required for Arbitration. Upon written request, the MSEA shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section. Upon request, prior to Step Three, all documents not previously provided or exchanged which either party intends to use as evidence will be simultaneously exchanged by the parties; however, such response shall not limit either party in the presentation of necessary evidence, nor shall either party be limited from introducing any document or evidence it deems necessary to rebut the case of the other. Documents requested under this Section shall be provided in a timely manner.

8.§12.1 At least ten (10) calendar days before a scheduled arbitration hearing, the MSEA and the Employer shall simultaneously exchange a written list of the witnesses they plan to call including those witnesses MSEA requests be relieved from duty. Nothing shall preclude the calling of previously unidentified witnesses.

8.§12.2 Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return promptly to work when their testimony is completed unless they are required to assist the principal MSEA

representative(s) in the conduct of the case. The intent of the parties is to minimize time lost from work.

8.§13 Grievance Conduct. Employees, stewards, MSEA representatives, supervisors and managers shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.

ARTICLE 9
DISCIPLINARY ACTION

9.§1 The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee for just cause.

9.§2 Investigation and Representation. Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken is timely when commenced within twenty (20) weekdays following the date on which the Employer had reasonable basis to believe that such investigation should be undertaken.

9.§3 An employee is required to give prompt, full and accurate answers, to the extent possible, to questions put to him/her by the Employer concerning any matter regulated by the Employer related to conduct or performance, or which may have a bearing upon the employee's fitness, availability or performance of duty.

9.§4 An employee shall be entitled upon request to the presence of a local Union 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.§5 If the Union representative is to be an attorney certified by the Union, the employee or the Union shall give as much notice as possible to the Employer.

9.§6 Disciplinary Action and Conference.

9.§6.1 Whenever an employee is to be formally charged with a violation of any obligation, rule, regulation or policy, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing prior to the conference of the claimed violation and disciplinary penalty or possible penalty contemplated. Nothing shall prevent the Employer from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

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 representation. The representative must be notified and requested 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.

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.

9.§6.1.3 The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined, the notice shall state that disciplinary action is being contemplated. Disciplinary action, if forthcoming, shall be initiated within fifteen (15) calendar days of the Disciplinary Conference. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. If the employee refuses to sign, the supervisor will write "Employee refused to sign" and sign his/her own name with the date. A witness signature should be obtained under this circumstance.

9.§6.1.4 Discipline, when invoked, will normally be progressive in nature, however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

9.§6.2 In the case of an employee dismissed for unauthorized absence for three (3) consecutive days or more, or who is physically unavailable, a Disciplinary Conference need not be held, however, notice of disciplinary action shall be given.

9.§6.3 Notice. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. Dismissal shall be effective on the date of notice. An employee whose dismissal is upheld shall not accrue any further leave or benefits subsequent to the date of notice. If the employee has received and signed for a written letter of reprimand, no notice is required under this Article.

9.§6.4 Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the Grievance Procedure. Reassignment of an employee at the same level incidental to a disciplinary action upheld or not appealed shall not be prohibited or appealable, provided the possibility of such reassignment was stated to the employee in the notice of disciplinary action. However, the Employer retains the option to reassign as part of the administration of discipline for just cause.

9.§6.5 Any performance evaluation, record of counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

9.§7 Emergency Discipline Action.

9.§7.1 Removal from Premises or Temporary Suspension. Nothing in this Article shall prohibit the Employer from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed. The Employer may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within seven (7) days unless extended by the University. Notice of the extension shall be concurrently served on the Union and the Employee stating the reason therefore. If disciplinary action is not taken against an employee within seven (7) days (or extension), the employee shall receive full pay and benefits for the period of temporary suspension.

9.§7.2 Suspension for Criminal Charge. Any employee arrested, indicted by a Grand Jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended. Such suspension may, at the discretion of the Employer, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

9.§7.3 Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealable. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed may be disciplined or dismissed from the University upon proper notice without the necessity of further charges being brought and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or the Union in such grievance hearing, including arbitration. Under this circumstance, a Disciplinary Conference will be conducted only upon written request of the employee. An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within three (3) weekdays of receipt of notice at the Department of Human Resources of the results of the case, and appropriate action in accordance with this Article is taken against such employee. Nothing provided herein shall prevent the Employer from disciplining an employee for just

cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

9.§8 Resignation in Lieu of Disciplinary Action. Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time when originally given unless retracted during the twenty-four (24) hour period. This rule applies only when a resignation is accepted in lieu of dismissal and the employee shall have been told in the presence of a representative that he/she will be terminated in the absence of the resignation. The offer of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and the resignation and matters related thereto shall not be grievable.

9.§9 Suspension for Investigation. The Employer may relieve an employee from duty with pay for investigation. A suspension shall be superseded by disciplinary suspension or dismissal, or by reinstatement, within seven (7) calendar days or within such extension as may be approved by the University in writing concurrently to the employees and the Union. Where a subsequent disciplinary suspension results, the Employer may count the days of suspension for investigation as part of the penalty.

9.§10 Suspension for Felony Charges. The Employer may suspend an employee while felony charges are pending against him/her.

ARTICLE 10
PERFORMANCE REVIEW

10.§1 The Union recognizes that it is the right and responsibility of the employer to evaluate employees. The intent of performance review is to inform and instruct employees as to requirements of performance.

10.§2 Performance Discussion or Review. The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Employer. An employee shall not have the right to an MSEA representative during such performance discussion or review. Performance reviews shall not be considered as punitive/disciplinary action nor as prerequisites to disciplinary action.

ARTICLE 11
SENIORITY

11.§1 Seniority Definitions. For bargaining-unit members who transferred from the Michigan Department of Mental Health to Western Michigan University, for the purposes indicated below, the Union and the University agree to a fixed seniority date as indicated in Appendix E of this Agreement. For all employees covered by this Agreement hired after the ratification of this Agreement and after transfer of the power plant from the Michigan Department of Mental Health to Western Michigan University, for the purposes indicated below, an employee's unit-wide seniority shall be defined as his/her last hiring date, or if initially hired as a temporary employee, since the last date upon which he/she was changed to regular employee status. "Last hiring date" shall mean the date the employee first reported to work as a regular employee.

11.§2 Seniority as defined above shall be used for:

11.§2.1 Annual Leave . If an employee leaves employment with the University and is later rehired, he/she shall be allotted annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave allotment calculations.

11.§2.2 Longevity Pay. If an employee leaves employment with the University and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for six (6) years, all previous time shall be credited for longevity pay.

11.§2.3 Retirement Credit. In accordance with statutory requirements of the Michigan Public School Employees Retirement System, for those eligible.

11.§3 Seniority as defined above shall be used for applicable provisions of:

* Layoff and Recall (Article 12)
* Assignment and Transfer (Article 13)
* Overtime (Article 15)

11.§4 In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in accordance with this Section shall be resolved by reference to the last four digits of the tied employees' Social Security number with the highest four digit number receiving preference.

11.§5 General Application. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

11.§5.1 An employee's job classification seniority shall be defined as an employee's continuous length of service in the job classification he/she occupies since he/she last entered such classification on a regular and permanent basis by hire, bid or promotion.

11.§5.2 No time shall be deducted from an employee's seniority due to absences occasioned by authorized leave of absence, approved vacations, sick or accident leaves, transfers or for layoffs for lack of work, except as hereinafter provided.

11.§5.3 A temporary employee performing bargaining-unit work who is hired as a regular employee after having been employed on a temporary basis for a continuous period of at least six (6) months in the preceding twelve (12) months, shall be credited, as of the date they became a regular employee, with the amount of working days worked on a temporary basis but not to exceed forty (40) working days, toward the completion of their probationary period.

11.§6 Termination of Seniority. The employee's continuous service record in seniority shall be broken and not bridged:

11.§6.1 if the employee separates from employment by means other than layoff, suspension or approved leave of absence.

11.§6.2 if he/she quits, retires or is justifiably discharged.

11.§6.3 if, following a layoff for lack of work, he/she fails or refuses to notify the Employer of his/her intention to return to work within seven (7) calendar days after a written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Employer or, having notified the Employer of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Employer for his/her return, whichever is the later.

11.§6.4 if he/she is absent from work for two (2) consecutive working days without notifying the Employer prior to or within such two (2) day period of a justifiable reason for such absence if it was possible for such notice to be given.

11.§6.5 if he/she accepts employment elsewhere while on a leave of absence without prior written approval from the Employer or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.

11.§6.6 If an employee is laid off for lack of work for a period of time equal to the amount of seniority he/she had acquired as of the date of layoff or for a continuous period of twenty-four (24) consecutive months, whichever is the lesser. Employees laid off out of line seniority shall continue to receive continuous service credit for their period of layoff not to exceed three (3) years provided that a less senior employee in the same class and level is still working at the work location from which the employee was laid off.

11.§7 Employees Transferred from Unit. A bargaining-unit employee promoted or transferred to any other job with the Employer which does not come within the jurisdiction of the Bargaining Unit shall retain the seniority he/she had acquired as of the date of such promotion or transfer for a period of twelve (12) consecutive months but shall not accumulate seniority during that period. It is understood and agreed that such returning employee may exercise such seniority to fill a then-existing vacancy if he/she has the then-present ability to satisfactorily perform the work involved but will not be able to use the seniority to bump or take the position of an employee currently in a Bargaining Unit position.

11.§8 Seniority Lists.

11.§8.1 For 11.§2 above, the Employer will prepare a monthly seniority list showing the seniority of all Unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be made available for review by employees. A copy of such lists shall be provided to the MSEA.

11.§8.2 An employee or the Union shall be obligated to notify the Employer of any error in the current seniority list within fifteen (15) weekdays after the date such list is made available for review by employees. If no error is reported within this period, the list will stand as prepared and will thereupon become effective for all applications of seniority as specifically provided in this Agreement. For purposes of layoff, seniority shall be continuous service hours as provided herein as of three (3) weeks prior to the date the layoff notices are sent to employees. Any errors in seniority which occur after the finalization of the monthly seniority list shall be corrected if reported by the employee with fifteen (15) weekdays of notice of layoff.

ARTICLE 12
LAYOFF AND RECALL PROCEDURE

12.§1 Application of Layoff. The MSEA recognizes the right of the Employer to layoff or to reduce the hours of employment, including the right to determine the extent, effective date, and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The Employer shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff, and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article.

12.§2 Voluntary Layoffs. When the Employer elects to reduce the work force, employees within the affected classifications may request, in writing, preferential layoff out of line seniority. Said requests shall be granted in seniority order. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation. Nothing in this Section shall be construed to constitute a waiver of such employee's recall rights. The fifteen (15) calendar day notice requirement in 12§3 shall be waive for employees requesting preferential layoff. Such employees shall not accrue seniority while on layoff.

12.§3 Layoff Procedure. When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given such written notice not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform the MSEA as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days, and discuss upon request the potential impact upon Unit employees caused by such layoff. When it is necessary to permanently lay off employees in any job classification, temporary, part-time and probationary employees, in that order, shall be laid off first, Thereafter, the employees in such job classification with the least bargaining unit seniority shall be laid off. An employee so laid off may exercise bargaining unit seniority to bump employees in the least senior position in lower classifications in the job progression sequence. Seniority for purposes of layoff, bumping, and recall shall be as defined in 11.§1.

12.§4 Bumping. The employee scheduled for layoff may elect either to accept layoff or bump as provided in §12.3. An employee scheduled for layoff that fails or is unable to exercise the option to bump shall be laid off. For purposes of this Article, the "least senior position" is defined as: 1. a vacant position which the Employer intends to fill; or, in the absence of such vacancy; 2. the position occupied by the least senior employee as defined in 11.§1.

12.§5 Recall. The employee's right to recall shall exist for a period of up to three (3) years from the date of layoff. Prior to that time employees may renew their recall rights for another three (3) years by giving written notice to the Employer. Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. When the Employer intents to fill a vacancy, the Employer shall offer current employees the opportunity to transfer in accordance with Article 13. Thereafter, the Employer shall recall the most senior employee who is on the recall list for such classification.

ARTICLE 13
PROMOTION, TRANSFER AND BIDDING

13.§1 Definitions.

13.§1.1 *Assignment*. An assignment is the particular job duties to be performed (and as applicable) on an assigned shift and on an assigned schedule.

13.§1.2 *Reassignment*. A reassignment is a permanent change in assignment made by the employer of an employee covered by this agreement.

13.§1.3 *Transfer.* A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.

13.§1.4 *Vacancy.* A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer.

13.§.1.5 *Secondary Vacancy.* A secondary vacancy is a vacancy arising directly as a result of an employee being selected to fill an original vacancy.

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 or appears to have 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.

13.§2 Shift Preference. When a vacancy occurs in a 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.

13.§3 Bidding. When it is necessary to fill a permanent vacancy in a non-progressional job classification, the vacancy shall be posted on all bulletin boards for a period of seven (7) calendar days.

13.§3.1 The employee with the most unit-wide seniority who signed the posting who appears to have the required qualifications shall be moved to the posted job classification.

13.§3.2 If there are no employees who sign the unit-wide posting or if, among those signing the posting, there are none who appear to have the required qualifications, the Employer shall be entitled to hire new employees for such job classification.

13.§3.3 Employees awarded a job through the bidding procedure on the basis of their appearing to have the "required qualifications" shall be considered "continuing probationary employees" as outlined in Article 23.

13.§4 Temporary Promotions. If it is necessary to fill a temporary vacancy in a job classification due to an extended leave of absence of an employee, the most qualified employee shall be temporarily promoted to fill such vacancy. The temporary vacancy thus created shall be similarly filled.

13.§4.1 When it is necessary to fill temporary bargaining-unit jobs or vacancies and no bargaining-unit employees are available to temporarily transfer thereto, the Employer may hire temporary employees to perform such temporary jobs or fill such temporary vacancies.

13.§5 Assignments within Classifications. It is understood and agreed that the Employer shall have the right to make daily employee assignments within their respective job classifications. The Employer, based upon work requirements, will endeavor not to transfer the same employee on a regular basis. The Employer will not utilize this section as a method of disciplinary action in the progressive discipline system.

13.§5.1 Schedule Coordinators. The parties agree that in addition to their normal duties a minimum of two (2) bargaining unit employees shall serve as schedule coordinators. The schedule coordinators duties shall be to receive, evaluate, and respond to leave requests, planning of release time, evaluation of time trading requests, and make a recommendation to management regarding the disposition of such requests. The coordinator is a voluntary position with a 2.5% increase to base pay for the duration of the appointment.

13.§6 Modified Shift. When, after the date hereof, the Employer elects to establish a modified shift, the employee or employees with the most job classification seniority in the job classifications established or to be assigned on such shift shall have preference in moving to such shift. If an insufficient number of employees in the needed job classifications elect to move to such shift, then the employees with the least job classification seniority in the needed classification shall be assigned to such shift.

13.§7 Probationary Period. Any employee obtaining a position will be placed on a 16-week probationary period as detailed in Article 23.

ARTICLE 14
HOURS OF WORK

14.§1 Sections 14.§2, 14.§3, 14.§4, and 14.§5 shall not apply to regular part-time power plant employees.

14.§2 Workweek. The workweek shall consist of seven 24 hour periods commencing at 6:00pm Sunday..

14.§3 Biweekly Work Period. The work period is defined as eighty (80) hours of work normally performed on ten (10) 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 eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article, the following work shifts are defined:

Day Shift	Starts between 5:00 a.m. and 1:59 p.m.
Afternoon Shift	Starts between 2:00 p.m. and 8:59 p.m.
Evening Shift	Starts between 9:00 p.m. and 4:59 a.m.

14.§5.1 Operational employees shall work 12 hour shifts on a set schedule with the day shift commencing at 6:00 am until 6:00 pm and the night shift beginning at 6:00pm..

14.§5.2 If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements.

14.§5.3 Under normal circumstances, an employee shall not be required to work more than sixteen (16) consecutive hours within any twenty-four (24) hour period.

14.§6 Work Schedules. Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked. All work schedules, work assignments, and temporary assignments will be made as described in Article 13 of this Agreement.

14.§6.1 Relief Schedules-Language retired July 1, 2016..

14.§6.2 Work Schedule Changes due to Unscheduled Absences.

14.§6.2.1 Day Shift. Unscheduled absences on the day shift shall be covered in the following manner:

14.§6.2.1.1 A relief person available on the day shift shall be used to cover the absence.

14.§6.2.1.2 If a relief person is not available, then another qualified person will be used to cover the absence.

14.§6.2.2 Afternoon and Night Shifts. Unscheduled absences on the afternoon or night shift shall be covered in the following manner:

14.§6.2.2.1 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.§6.2.2.2 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.§6.2.2.3 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.§6.2.2.4 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.§6.3 "Not Available" Policy for Relief Shift Personnel.-Language retired July 1, 2016.

14.§6.4 Voluntary Schedule Changes. With the Employer's approval, employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules so long as the changes do not create overtime during the pay period.

14.§7 Meal Periods. Work schedules shall provide for the day to be broken at approximately midpoint by an unpaid meal period of not less than thirty (30) minutes or not to exceed one (1) hour. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime.

14.§8 Rest Periods. There shall be one (1) fifteen-minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. The Employer may continue

current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

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 period.

14.§9.1 If employees are working overtime at the end of the scheduled workday, an approved wash-up period shall be provided immediately prior to the end of the overtime period only.

14.§9.2 Under no circumstances shall an employee be paid premium pay to wash-up at the end of his/her shift if the employee is required to work through this wash-up period.

14.§10 Callback. "Callback" is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose callback time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back with-in a half hour prior to or a half hour after the start of a work shift, such employees will qualify for three (3) hours of call back pay. Eligible callback time will be paid at the premium rate.

14.§11 On Call. "On call" is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required to be on call shall be so notified in writing by the Employer and shall remain available through a pre-arranged means of communication. Such employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on-call duty. These pay provisions shall not apply to exempt employees, except in accordance with current practice. If an employee who is on call is called back to duty, the period of callback shall not be counted as on-call time. On-call time shall not be counted as hours worked.

14.§12 No Guarantee or Limitation. This Article shall not be construed as a guarantee or limitation of the number of hours per workday or work-period. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

14.§13 Modified Work Schedules. Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish modified work schedules as are consistent with the program needs of the Employer and do not violate 14.§2. Plans proposed by the Employer for the consideration of employees shall be provided to the Union prior to being provided to, and discussed with, employees. Eligible employees on modified work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty (40) hours worked in a workweek. Whenever the Employer intends to modify or abolish all or part of a modified work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in modified work

schedules will first be provided to the Union and will be referred to a labor-management committee meeting; however, such changes shall not be negotiable.

14.§13.1 Where the Union believes a substantial number of employees at a work site wish to consider a modified work schedule, such matter will be discussed in a labor-management committee meeting.

14.§14 Modified Work Schedules. Eligible employees presently on modified work schedules or employees placed on modified work schedules during the life of this Agreement shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty (40) hours in a workweek.

14.§15 Reduction in Hours. Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs.

ARTICLE 15
OVERTIME

15.§1 Definitions.

15.§1.1 *Non-Exempt Employee.* A non-exempt employee is one who is eligible for overtime compensation in accordance with 15.§2 of this Agreement.

15.§1.2 *Overtime*. Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in 15.§2 of this Agreement.

15.§1.3 *Work Time.* Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly-assigned workday.

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

15.§1.5 *Regular Rate.* The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, hazard pay, on-call pay and longevity pay.

15.§1.6 *Overtime Rate.* The overtime rate shall be one and one-half (1-1/2) times the regular rate.

15.§2 Eligibility for Overtime Credit. The Employer agrees to compensate eligible employees in cash payment at the overtime rate under the following conditions:

15.§2.1 An employee shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work time in a workweek.

15.§2.2 A non-exempt employee who is on a modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of forty (40) hours of work time in a workweek.

15.§3 Overtime Compensation. The Employer shall make a good faith effort to insure, where possible, that payment for overtime worked is made the payday of the first pay period following the biweekly work period in which the overtime is worked.

15.§4 Pyramiding. Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a holiday, overtime compensation for the first eight (8) hours worked on the holiday is due and payable only after forty (40) hours worked in a work week are exceeded.

15.§5 The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirements of Western Michigan University.

15.§5.1 Giving consideration to work assignments and operational needs in the department, the Employer agrees to distribute overtime work as equally as practicable to employees who normally perform the assigned duties. Additional information is available from bargaining unit overtime committee policy documents.

15.§6 There shall be one overtime equalization roster. The initial overtime roster will be established listing bargaining unit employees by seniority, and reset at the beginning of each fiscal year by seniority. The most senior employee will be asked first. Each successive senior employee will then be asked until all employees have time charged to the overtime roster. Once this is completed, the employee on the roster with the lowest number of hours will be asked and then employees with successively higher hours will be asked until the needed workforce is filled. Overtime will be equalized among bargaining unit employees. The overtime roster will be updated as overtime is worked and will be available for review by unit members. New employees entering the roster will be placed on the roster and credited with the highest number of hours. The overtime roster will be posted.

15.§6.1 Bargaining unit employees temporarily working out of class shall remain on the overtime roster for their regular classification. In addition, they will be placed on the overtime roster for the class and level of the position in which they are working out of class. The employee will be credited with the highest number of hours on the roster for the working out of class position.

15.§6.2 Employees temporarily working out of class for ten (10) days or more, in a supervisory or non-bargaining-unit class, shall be removed from the overtime roster of their classification. Employees returning to their bargaining unit class will be credited with the highest number of hours on that overtime roster.

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.

15.§6.4 When a job has been started during normal working hours and must be completed on overtime, management may require the employee(s) who is/are on the job to complete that job on overtime.

15.§6.5 If an employee is off on any type of leave (except personal sick leave usage) or on a "not available" day, he/she may be contacted and offered overtime. They will not be charged on the overtime roster if they refuse the assignment.

15.§6.6 If an employee is off on any type of leave for thirty (30) calendar days or more, excluding vacation, he/she will be credited with the highest number of hours on the roster upon return to work.

15.§6.7 Payment for a violation of the overtime agreement will be made if management improperly assigned the overtime to:

15.§6.7.1 The wrong overtime roster;

15.§6.7.2 The wrong classification;

15.§6.8 In all other erroneous overtime assignments, the appropriate remedy will be to provide that the affected employee shall receive subsequent overtime work for which he/she is qualified until such situation is corrected. If supervision does not offer the next subsequent overtime for which he/she is qualified to the affected employee, the overtime for that subsequent assignment which was missed will be paid to the affected employee.

15.§7 Timekeeping. Timekeeping records shall be maintained for all employees to record the total number of hours (work, annual leave, sick leave, and holiday pay) in pay status on a daily basis.

15.§8 Scheduled Overtime. Employees working 10 hour day shift schedules will have the opportunity to work up to six (6) hours of scheduled overtime per pay period, between the hours of 3:00 pm and 5:00 am based on operational and training needs. Overtime will not be paid on Annual or Sick time off.

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 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.

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 Department of Human Resources 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 Department of Human Resources for such extension not less than thirty (30) calendar days prior to the end of each anniversary of such leave. Any leave granted under this section shall automatically terminate when such full-time assignment with the International Union or 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.

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 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 Benefits office.

16.§5.9 Employees on an approved leave under the Act will report to the Benefits office at reasonable intervals designated by the 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 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.

ARTICLE 17
PERSONNEL FILES

17.§1 General. There shall be only one official personnel file maintained on each employee. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in personnel files.

17.§2 Access. Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated Union representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals, generally not to exceed two (2) times in a contract year, and may be accompanied by a designated Union representative if the employee so desires. File review shall normally take place at the location of the personnel file and during the employee's normal work hours. If a review during normal work hours would require an employee to take time off from work, the Employer will provide some other reasonable time or place for the review. As an alternative to rearranging the time or place for employee review, employees may designate, in writing, a Union representative to conduct such review. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the designated Union representative. The Employer may charge a reasonable fee representing actual lowest cost for providing a copy of information in the personnel file.

17.§3 Employee Disagreements. An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or part of a record, with which he/she disagrees, and how the employee proposes to correct the record. The Employer shall either correct or remove such disputed information or deny the employee's request in writing. In the absence of an agreement between the Employer and the employee, the employee may file a grievance or submit a written statement to the employer explaining the disagreement, which statement in combination with any other such written explanatory statement shall not exceed five (5) sheets of 8-1/2" x 11" paper. Such employee statements(s) shall remain in the personnel file as long as the original information with which the statement reports disagreement is a part of the file.

17.§4 Employee Notification. A copy of any disciplinary action or material related to employee performances which is placed in the personnel files shall be provided to the employee (the employee so noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.

17.§5 Non-Employment Related Information. Detrimental information not related to the employee's employment relationship shall not be placed in the employee's personnel file.

17.§6 Confidentiality of Records. This Article shall not be construed to expand or diminish a right of access to records as provided by law.

17.§6.1 The Employer will not release an employee's final disciplinary action record to other than the authorized representative(s) of the Employer or the designated Union representative with the employee's written permission, unless the Employer furnishes the employee with written notice of such release on or before the day the information is released. Such notice may, at the Employer's discretion, be provided to the employee by first-class mail at the employee's home-of-record, or at the work location.

17.§6.2 This provision shall not prohibit the Employer from releasing such information where:

17.§6.2.1 the employee has waived the right to written notice as part of a written, signed employment application with another employer; or

17.§6.2.2 the disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration;

17.§6.2.3 the information is requested by and provided to a government agency as a result of a claim or complaint by an employee with such government agency.

17.§7 Removal of Records. Upon employee request, records of disciplinary actions/interim service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimands/counseling memoranda shall similarly be removed twelve (12) months following the date of issuance provide no new written reprimand/counseling memoranda has been issued during such twelve (12) month period. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices. Records of disciplinary action removed from an employee's personnel file as provided above shall never be used in the consideration or administration of discipline. They shall be maintained in a separate personnel record accessible to the employee.

17.§8 Confidentiality of Medical Records. To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee shall not be contained in nor released in conjunction with the employee's personnel file. Only authorized representatives of the Employer, the employee, and Union representatives authorized by the employee in writing, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

17.§8.1 This provision shall not prohibit the Employer from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness for

employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the Employer concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee and/or the employee's representative in the same fashion as the personnel file.

17.§8.2 The Employer shall not be prohibited from furnishing or otherwise releasing medical records or reports made or obtained by the Employer where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the Employer, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

ARTICLE 18
MSEA REPRESENTATION

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 during all steps of the procedure and/or an MSEA staff representative during the second step of the procedure.

18.§2 Chief Stewards.

18.§2.1 The Union may designate one (1) chief steward and two (2) job stewards in the Power Plant-Technical Unit. Chief stewards and job stewards, designated by the Union, shall have preference in employment retention in the event of layoff and bumping.

18.§2.2 The Union shall furnish to the 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 Employer.

18.§2.4 Under no circumstances shall a chief or job steward be entitled to layoff protection unless the Union has provided such designation in writing to the Employer at least thirty (30) days prior to the issuance of a layoff notice.

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 (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by the Union. Such employees may be placed on "union leave" by the Employer. 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 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 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 leave during a contract work year, the parties will meet and confer regarding a resolution.

ARTICLE 19
LABOR-MANAGEMENT MEETINGS

19.§1 Purpose.

19.§1.1 Labor-management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties.

19.§1.2 Items to be included on the agenda for such meetings are to be submitted at least seven (7) calendar days in advance of the scheduled meeting dates. Appropriate subjects for the agenda are:

1. administration of the Agreement;
2. general information of interest to the parties;
3. expression of employees' views or suggestions on subjects of interest to employees covered by this Agreement.
4. recommendations of the Health and Safety Committee on matters relating to employees covered by this Agreement.
5. items agreed to in other articles of this Agreement.

19.§1.3 Employer representatives are encouraged to notify the Union of administrative changes intended by the Employer which may significantly affect employees covered by this Agreement and to meet with a Union staff representative upon the Union's request concerning such change. Failure of the Employer to provide such information shall not prevent the Employer from making such changes, however, such

changes shall be proper subjects for future labor-management meetings. Such meetings shall not be considered or used for negotiations, nor shall they be considered or used for a substitute for the grievance procedure. The Employer will provide minutes subject to approval of the Union, for all Labor-Management meetings, which may then be circulated to all employees.

19.§2 Representation.

19.§2.1 The Union shall designate three (3) representatives to such meetings in accordance with this Section.

19.§2.2 It is the intent of the parties to minimize time lost from work. Therefore, labor-management meetings shall be established to cover the concerns of employees exclusively represented by the Union.

19.§3 Scheduling. Labor-Management meetings shall be scheduled upon request of either party, but not more frequently than on a monthly basis or twelve (12) times per year, except as may be mutually agreed on a case-by-case basis. Where no items are placed on the agenda at least seven (7) calendar days in advance of scheduled meetings, such meetings need not be held.

19.§4 Pay Status of Union Representatives. Union representatives to labor-management meetings shall be permitted time off from scheduled work without loss of pay for necessary attendance at such meetings. Overtime and travel expenses are not authorized.

19.§5 Employer. As may be mutually agreed, the Employer may meet with representatives of the Union. Discussions at these meetings shall include, but not be limited to, administration of this Agreement.

ARTICLE 20
WORK RULES

20.§1 In accordance with Article 5 of this Agreement, Management Rights, the Employer has the unlimited right to make reasonable work rules which regulate conduct, safety and health of employees. Additions to or changes in work rules promulgated by the Employer which are generally applicable to employees in this Unit shall be provided to the Union at least fourteen (14) calendar days prior to their effective date in non-emergency situations. Should the Union wish to discuss such work rules prior to their effective date they shall so request as soon as possible but no later than seven (7) calendar days prior to their effective date. It is the intention of the parties that such discussions shall be held in an informal context and shall not require the convening of a labor-management committee meeting. If, after timely notice by the Union such meeting cannot be held prior to the implementation date because of Management's unavailability, the implementation shall be delayed until such meeting can be held. Rule changes established in emergencies shall be promulgated as soon as possible.

20.§2 Work rules shall be discussed at the initiative of either party in labor-management committee meetings.

ARTICLE 21
GROOMING AND ATTIRE

21.§1 The Employer and the Union agree that employees have an obligation to maintain reasonable grooming and attire standards which bear a reasonable relationship to their work.

21.§2 The Employer will not be arbitrary or capricious when requiring any employee to conform to any standards.

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 $90 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 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.

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 expressed 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.

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 Procedures Following a Positive Test for Drugs/Alcohol. The following procedures describe the rehabilitation opportunities and consequences which shall apply to employees who test positive for the presence of drugs/alcohol under the following Employer Drug Testing Procedures:

22.§11.7.1 For Cause

22.§11.7.2 Post-injury

22.§11.8 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.

FIRST POSITIVE TEST RESULT.

a. Upon notice to an employee of a positive test, the employee's suspension will be initiated or continued for a minimum of five (5) working days without pay. The time lost due to removal from service, pending receipt of test results will be applied against the suspension. The employee will be required, as a condition of employment, to be interviewed by a representative of the EAP for a determination of what, if any, course of treatment is recommended to deal with any substance abuse/alcohol problem the employee may have. The employee's failure to appear for the interview within the five (5) day suspension will result in discipline up to, and including, discharge.

b. The employee will not be allowed to return to active employment until a negative test result is obtained from an Employer-directed drug/alcohol test, given no later than forty-five (45) days from the date of receipt by Employer of the initial positive test.

c. Employees who fail to make themselves available for re-testing within this forty-five (45) day period shall be deemed to have resigned their employment from Employer. Employees who retest within the forty-five (45) day period and test positive again will fall under the section below, describing the second positive test result.

d. After receipt by Employer of a negative drug/alcohol test result, the employee may return to active employment, subject to the following conditions:

Employee will be subject to unannounced drug/alcohol testing four (4) times within the twelve (12) months after the employee returns to work; the first test to be administered within thirty (30) days of such return.

SECOND POSITIVE TEST RESULT.

a. Following an employee's return to work, upon notice to the employee of a positive test, the employee's suspension will be initiated or continued for a minimum of ten (10) working days without pay. The time lost due to removal from service, pending receipt of test results, will be applied against the suspension. The employee will be required, as a condition of employment, to be interviewed by a representative of the EAP for a determination of what, if any, course of treatment is recommended to deal with any substance abuse/alcohol problem the employee may have. The employee's failure to appear for the interview within the ten (10) day suspension will result in discipline up to, and including, discharge.

b. The employee will not be allowed to return to active employment until a negative test result is obtained from the Employer-directed drug/alcohol test given no later than forty-five (45) days from the date of the second positive test result. Employees who fail to make themselves available for retesting within this forty-five (45) day period shall be deemed to have resigned employment with the Employer.

c. After receipt by the Employer of a negative drug/alcohol test result, the employee may return to active employment subject to the following conditions:

Employee will be subject to unannounced drug/alcohol testing eight (8) times within the twenty-four (24) months after employee's return to work; the first test to be administered within thirty (30) days after the employee's return.

THIRD POSITIVE TEST RESULT.

If at any time subsequent to the second positive test result an employee tests positive a third time under this policy, the employee will be subject to discipline up to, and including, discharge.

22.§ 11.9 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.

22.§ 11.10 Effective Date. The effective date of this provision is January 1, 1997.

ARTICLE 23
PROBATIONARY EMPLOYEES

23.§1 Initial Probationary Employees. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period of six (6) months as required by the University.

23.§1.1 All employees shall be initial probationary employees until they have completed six (6) months worked on the job as a regular employee and have completed all required operational job performance measures. The purpose of the initial probationary period is to provide the Employer with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the initial probationary period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to their relative length of service. At the conclusion of an employee's initial probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

23.§2 Continuing Probationary Employees. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new classification, and is required to satisfactorily complete a new six (6) month probationary period.

23.§2.1 Continuing probationary employees will be required to satisfactorily complete all required job performance measures for the classification within the six (6) month probationary period.

23.§2.2 If at any time during the six (6) month continuing probationary period the employee demonstrates or decides that he/she will be unable to satisfactorily complete the performance measures, he/she shall there upon be removed from the job and returned to the job classification from which he/she had bid as shall those employees who may have moved to different job classifications by reason of the vacancy or vacancies created by the bid.

23.§2.3 A continuing probationary employee who is being given a less-than-satisfactory service rating shall be entitled, upon request, to the presence of a Union representative at the disciplinary conference.

23.§2.4 Application of Provisions. Continuing probationary employees shall be covered by the provisions of this Agreement except as specifically indicated otherwise in an Article(s) of this Agreement.

ARTICLE 24
SUPPLEMENTAL EMPLOYMENT

24.§1 Supplemental employment is permitted under the following conditions:

24.§1.1 That the additional employment must in no way conflict under this Article or with the employee's hours of University employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her University duties.

24.§1.2 That the employee secure the written approval of the Employer before engaging in any supplemental employment for the primary purpose of addressing any potential conflict of interest. Approval will not be unreasonably withheld.

24.§1.3 That the employee keep the Employer informed of contemplated changes in supplemental employment.

24.§1.4 Union members must secure written approval of the Employer or its designate before engaging in supplemental employment. Denial or permission by the Employer shall be given within seven (7) calendar days of receipt of the request from the member. A denial shall give full explanation for the denial.

24.§1.5 Some members may desire to engage in casual or intermittent employment (e.g., service, skilled trades, sales, and entertainment) outside the workplace. In such cases, a member may request authorization to cover an entire year for such supplemental employment.

24.§1.6 If such employment is approved, it is with the understanding that no part of the work will be performed during regularly-scheduled working hours, using University equipment or facilities.

24.§1.7 Should the Employer determine that an employee's supplemental employment interferes with his/her regular work or is in violation of this Agreement, he/she will be given reasonable time to promptly terminate his/her supplemental employment before being disciplined, requested to resign University service or involuntarily terminated. Conflict of interest in supplemental employment will be terminated immediately.

24.§1.8 This Article shall not be construed to limit or abridge the Employer's right to take appropriate disciplinary action in response to unauthorized supplemental employment.

ARTICLE 25
NON-DISCRIMINATION

25.§1 The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, height, weight, sex, marital status, sexual preference, nationality, political belief, or physical handicap which does not impair the individual's ability to satisfactorily perform the required work, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of such employee's membership or nonmembership in the Union.

25.§2 The Employer and the Union agree that the University's Affirmative Action Program is in the best interest of both and that they shall cooperate in endeavoring to achieve the objectives therein sought.

ARTICLE 26
SEXUAL HARASSMENT

26.§1 Discrimination because of sex includes sexual harassment. Sexual harassment is defined as unwelcome sexual conduct which is related to any conditions of employment or evaluation of student performance. This definition is intended to include more than overt advances toward actual sexual relations. It implies as well to repeated or unwarranted sex-related statements, unwelcome

touching, sexually-explicit comments, graphics, and/or situations that cause the recipient discomfort or humiliation of a sexual nature. The definition rests on three conditions:

1. The sex-related situations are unwelcome by the recipient;

2. The specific or implied connection with employment or student status is involved;

3. The conduct continues after the harasser has been put on notice that the conduct is unwelcome.

26.§2 If Western promulgates policies on sexual harassment and related matters in addition to the policy above, and if the enforcement of such additional policy results in the discipline of a Bargaining Unit member, the merits of the discipline and the reasonableness of the policy may be grieved and arbitrated.

ARTICLE 27
SMOKING POLICY

27.§1 Smoking is not permitted inside the University Power Plant.

27.§2 Smoking is not permitted in University vehicles.

ARTICLE 28
POLYGRAPH EXAMINATIONS

28.§1 The Employer or its Agent shall not require nor attempt to persuade an employee to take a polygraph examination, lie detector test or similar test. The Employer or Agent shall not discipline or discriminate against an employee solely because an employee refused or declined a polygraph examination, lie detector test or similar test, by whatever name called.

ARTICLE 29
TRAINING

29.§1 The Employer will provide reasonable training to enable employees to effectively deal with circumstances normally met on the job including changes brought about by the introduction of automation, computers or robotics or whenever job responsibilities are significantly altered.

29.§2 The Employer agrees to provide the Union with advance notice of plans to introduce automation, computers, or robotics, which have a major impact on the manner in which large groups of employees perform their work responsibilities.

29.§3 The Employer and the Union agree to jointly explore sources for funding for job retraining programs for laid off employees.

29.§4 The Western Michigan University and the Michigan State Employees Association's joint training committee will set training standards as follows:

29.§4.1 The committee will consist of two bargaining unit employees appointed by the Union and two persons appointed by management. These appointments will be made by each party and will be communicated to the other party.

29.§4.2 The role of the Committee will be to establish through operational procedures, vendor instructions, and other supporting documentation training procedures for employees to be trained in the operation and maintenance of specific equipment. It will also monitor, review and approve ongoing staff training.

29.§4.3 The Committee will develop the training standards for each process for which standards are to be set, as identified by the Employer. A set of standards, including the training questions to be used to measure employees' knowledge, will be established by the Committee on a schedule set by the Committee.

29.§4.4 Minutes will be kept in a form and manner determined by the Committee.

29.§4.5 In the event there is no consensus on the Committee as to any issue, the President of the Union and the Employer's Director of Collective Bargaining will meet to resolve the disagreement.

29.§5 The Employer and the Union agree that all new employees shall complete the training programs as set forth by the joint training committee including but not limited to: job performance measures, apprenticeships, and optional incentives.

29.§5.1 The committee will monitor the progress of new employees through required job performance measures, which shall be administered by a subject matter expert. Demonstration of competency by new hires in job performance measures shall be considered in the initial probationary performance appraisal as set forth in Article 23.

29.§5.2 Apprenticeship. The Employer and the Union agree that as a condition of employment, all new hires shall complete an apprenticeship registered with the U.S. Department of Labor (DOL) following the demonstration of competency by the employee of all applicable job performance measures.

29.§5.3 Apprenticeship Progress. The committee shall monitor apprentice progress, and hold regular performance review meetings as set forth in the apprenticeship standards by the DOL. The apprentice shall achieve 50% completion of both related trades instruction (RTI) and on the job learning (OJL) within 4 years of registration with the DOL, and 100% completion within 8 years of registration with the DOL.

29.§5.4 If at any time the apprentice does not demonstrate satisfactory progress as determined by the committee, they shall be subject to continuing probation as set forth in article 23.

29.§6 RMTC Codification

Kellogg Community College-Regional Manufacturing Technology Center (RMTC)

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

- **Attendance-** Employees attending RMTC 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 and provide documentation of attendance by the Friday before payroll is submitted. Employees may attend RMTC on non release time, but will only be compensated for hours scheduled to attend. Employees attending RMTC 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 release time, as such an employee attending RMTC who incurs an unscheduled absence shall forfeit their next RMTC release day for each occurrence and report for regularly scheduled duties at the power plant. RMTC attendees desiring leave during release time for training shall follow normal leave request procedures. Employee's scheduled RMTC release time can not be displaced by annual leave requests within 2 weeks of scheduled release time.
- **Progress-** Instruction at the RMTC 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 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 progressive discipline. An RMTC student may improve their academic progress by attending during non release time.
- **Reporting**- Time spent at RMTC must be submitted as described above by Friday prior to payroll submission. Employees attending RMTC must submit monthly reports to the training committee describing modules completed, started, and new learning experiences both at RMTC 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 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.

ARTICLE 30
STAFFING

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.

ARTICLE 31
WAGE ASSIGNMENTS AND GARNISHMENTS

31.§1 The Employer will not impose disciplinary action against an employee for any wage assignments or garnishments. An employee who is suffering garnishments or wage assignments, or other withholding ordered by a court, or who is experiencing other financial difficulties, is obligated to make arrangements with creditors that will cause the least interference with the employee's employment and the Employer's operations. It is understood and agreed that garnishments and/or related financial problems of an employee which have an adverse impact upon job performance may result in disciplinary action. Garnishments will be handled in accordance with Employer Policies and Procedures.

ARTICLE 32
POSITION DESCRIPTIONS 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.

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. In the event that any new or revised 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.§3 Journeyperson 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.§4 Working Out of Class.

32.§4.1 *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.§4.1.1 be directed by the Employer to perform the duties and assume the responsibilities of a different classification.

32.§4.1.2 actually perform all or substantially all of the duties and responsibilities which distinguish the classification.

32.§4.1.3 perform duties and responsibilities not provided for in his/her regular classification.

32.§5 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.§6 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.§5 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.

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. 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 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 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. 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 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 Lawson Ice Arena and Gabel Natatorium, Kanley Park and Track, and the outdoor tennis courts. The University shall make available to employees a "limited membership" to West Hills Athletic Club. 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.)

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.

33.§13 Mileage Reimbursement. The parties agree that the standard mileage reimbursement for personal vehicle use to RMTC is 26 miles one way (52 miles round trip), and personal vehicle use to the energy resource center (ERC) is 4 miles each way (8 miles round trip). RMTC 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.

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. §1.2 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.§1.3 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.§1.4 If there is any doubt that the University will be in operation, a message will be available on WMUK and WIDR, and other area news media. Closing announcements will also be made by these same sources, as well as the general public media.

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 Notification. When a decision is made to close the University the following steps for disseminating information will be taken: The president will notify the vice president for Business and Finance, who will notify the executive director of Public Relations and Communications, who will notify the Office of Public Information and the vice presidents. Public Information will notify area news media; the provost/vice president for Academic Affairs will notify the academic deans, other major academic units, and the library; academic deans will notify departmental chairperson; the vice presidents will notify their respective unit directors, managers and the Board of Trustees.

34.§5 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.§5.1 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.

34.§5.2 Employees who report for their regular work 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 period as though it were a holiday.

34.§5.3 Employees who, for whatever reason, are unable to report for their regular work period prior to the announcement of closing, may use annual leave for the time from the beginning of their regular work 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 period as though it were a holiday.

34.§5.4 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 period not worked.

ARTICLE 35
MOBILITY - CAREER ADVANCEMENT

35.§1 In the event a new degree or advanced educational requirement is added as a required classification specification, the Employer agrees that all employees in the classification shall be grandparented into the classification without prejudice.

35.§2 Employees who separate from the University service or transfer out of the affected classification shall not be eligible for re-employment in the class unless they meet all applicable classification specifications.

ARTICLE 36
PAID ANNUAL LEAVE

36.§1 **On July 1, 2014 this replaces the former Article 36**.

Starting June 30, 2014, an employee may carry-over into the following fiscal year up to one-hundred and twenty (120) hours of Annual Leave. On June 30, 2015 an employee may carry-over into the following fiscal year up to sixty (60) hours of annual leave. On July 1, 2014, the employee will be credited with his/her entire (based on Length of Service) fiscal year lump sum allotment.

Starting June 30, 2016, an employee may carry-over into the following fiscal year up to twenty-four (24) hours of Annual Leave. On July 1, 2016, the employee will be credited with his/her entire (based on Length of Service) fiscal year lump sum allotment.

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 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
After 1 year	120
After 5 years	144
After 8 years	160
After 10 years	176
After 15 years	192
After 20 years	200

1. Balance is zeroed out as of 6/30 each fiscal year, save carryover hours (of 120 hours maximum on 6/30/14, 60 hours maximum on 6/30/15, 24 hours on 6/30/16 and thereafter)
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 hours through 6/30/2015; 200 hours maximum on or after 7/1/2016

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 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 dated the request was made and the dates of the requested/approved vacation.

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 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.

36.§7.5 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.§7.6 All disapproved requests shall contain the written reason for said disapproval. Supervisors 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.

ARTICLE 37
PAID SICK LEAVE

37.§1 Allowance.

37.§1.1 Regular employees shall accrue paid sick leave benefits 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) 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 will be eligible for sick leave payments from their accrued sick leave credits on the basis of not to exceed the daily or weekly straight-time hours they worked as part-time employees.

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.§.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.
- 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.§5 Excessive Sick Leave Use – Progressive Discipline.

- Excessive sick leave use shall be defined as three or more occurrences of unscheduled sick leave use in a six (6) month calendar period.

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 K.

37.§6 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 use on holidays shall be recorded as such.

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.

37.8.1 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 $25,000 Term Life policy described in 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.§8.2 Accumulated sick leave, up to a maximum of 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.

37.8.3 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 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 family member. Immediate family includes the employee's current spouse, and the employee's or current spouse's children, parents (including step-mother and step-father), grandparents, grandchildren, brother(s) (including step-brother) or sister(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.

ARTICLE 38
SALARY SCHEDULE AND RELATED MATTERS

38.§1 Pay Periods. In a calendar year, there will be at least twenty-six (26) pay periods. "Pay period" is defined as a biweekly period consisting of fourteen (14) days, beginning on a Monday and ending on a Sunday.

38.§2 Pay Days.

38.§2.1 Pay days will occur every second Tuesday and will include wages earned in the immediate past pay period in accordance with current practice. Every effort will be made to correct payroll errors which occurred in previous pay periods in the employee's disfavor and include pay due the employee due to such errors in the next pay warrant following the error and correction.

38.§2.2 The Employer, upon determination that an overpayment has been made, will immediately notify the employee in writing. Employees are obligated immediately to notify the Employer in writing of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from clerical error or misrepresentation by the employee. Overpayment liability will be limited to any compensation earned after the date the employee is notified of the overpayment notice in those instances where the overpayment resulted from a violation or misinterpretation of University Rules by the Employer and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a payment schedule may be mutually arranged.

38.§3 Authorized Payroll Deductions.

38.§3.1 The Employer agrees to continue to provide payroll deductions for employees in the following categories:

Union Dues/Fees	Medical Hospitalization Insurance
Dental Insurance	Long-term Disability Insurance
Life Insurance	Deferred Compensation
U.S. Bonds	Credit Union
Mandatory child support deductions when ordered by a court	

38.§3.2 It is understood and agreed that additional authorized deductions may be made by the Employer and shown on the check stub as payroll deductions. All authorized deductions are subject to sufficient earnings. Nothing provided herein shall prohibit the Employer from making deductions in accordance with court orders of a court of competent jurisdiction or other legal orders served on the Employer.

38.§3.3 Except as provided in Article 6, deductions will be made only upon receipt of a properly authorized deduction form and in accordance with the priorities established in Article 6. Deductions will commence as soon after receipt of an authorization as possible. The Employer agrees to effect deductions listed in this Section without administrative cost to the employee or the Union. Once commenced, a deduction authorized by the employee shall continue until the appropriate written stop order is received.

ARTICLE 39
INCORPORATION OF APPENDICES

39.§1 The parties agree that the appendices attached hereto are incorporated.

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 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 Language retired July 1, 2016.

40.§1.4.6 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 though schedule coordination as found in 13.§5.1.

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 Sindecuse Plan and Unified Clinics, (see Western Michigan University PPO Health/Pharmacy Plan design attached in Appendix "D"), or substantially equivalent plans, to all eligible employees, their dependents and qualifying retirees. 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 (summaries of services and benefits currently provided are also attached in Appendix "D"). 15.§4.2 The parties agree that the following definitions apply to the University's health benefit plan: "Dependents" shall be defined as

children of bargaining unit members by birth, marriage, adoption or court order, including step children, and is distinct from "spouse". "Spouse" shall be defined as current spouse, by legal marriage.

40.§3.2.1 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.

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 12/31/13. A participating employee will pay the following percentage of the illustrated monthly premium amount/rate:[1]

Effective	Single	2-Person	Family
1/1/2017	**15.5%**	**21.2%**	**24.2%**
1/1/2018	**17.9%**	**21.3%**	**24.3%**
1/1/2019	**18.5 %**	**22.0 %**	**25.0 %**

40.§5 Vision and Dental Care Services. The following health care services shall be covered, at the level of service immediately prior to the date of this agreement.

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 Sindecuse Plan

40.§6.1 The Sindecuse Plan describes additional benefits applicable only to members enrolled in the Western Michigan University PPO Health/Pharmacy Plan.

40.§6.2 Prescriptions. Prescription drugs and medications shall be available at the Sindecuse Center Pharmacy according to the following three-tier co-pay structure:

Until 12/31/13
Tier 1- Generic- $10.00
Tier 2- Formulary Brand- $25.00
Tier 3- Non-formulary Brand- $25.00
90-day Retail Co-pay - 1x Tier Co-pay

[1] 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.

Effective 1/1/1 – 12/31/13

Tier 1 - Generic-$10.00
Tier 2 - Formulary Brand-$30.00
Tier 3 - Non-formulary Brand-$40.00
90-day Retail Co-pay - 1x Tier Co-pay

Effective 1/1/14

Tier 1 - Generic-$10.00
Tier 2 - Formulary Brand-$30.00
Tier 3 - Non-formulary Brand-$40.00
90-day Retail Co-pay - 1.25x Tier Co-pay

40.§6.3 Laboratory Screening. Preventive tests shall be available through Sindecuse at the level of service and plan described by that facility.

40.§6.4 Preventive Care. Annual physicals shall be available at Sindecuse at the level of services and plan described by that facility. Routine mammograms, with one baseline mammogram between the ages of 35 and 39, and one mammogram every calendar year beginning at age 40; routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age 40. Annual screening exam(s) done at the University's Sindecuse Health Center will be covered at one hundred percent (100%), not subject to a deductible. These services will be available at the level of service as defined by that facility.

40.§6.5 Unified Clinics. All services provided by the Unified Clinics shall be available at one hundred percent (100%), not subject to a deductible, to Western Michigan University PPO Health/Pharmacy Plan participants and at a level of service as defined by that facility. Such services currently include those offered by the Child Trauma Center, the Low Vision Clinic, the Women's Health Center, the Substance Abuse Clinic, Occupational Therapy, Speech and Language Services, Voice Services, and Audiology (See Appendix "D").

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 (MPSERS) for those employees hired by the University prior to January 1, 1996. Such employees are automatically enrolled per MPSERS mandate in the MPSERS Member Investment Plan (MIP), a supplemental retirement program designed to increase retirement benefits. The amount paid to each employee upon retirement is set by the state (MPSERS) retirement system.

Employees hired on or after January 1, 1996 are not eligible for the MPSERS plan, and are enrolled in the defined contribution plan – currently the Teachers Insurance Annuity Association – College Retirement Equities Fund (TIAA/CREF), 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 MPSERS 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 C 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.

40.§15 Retirement Benefits. For an employee to be considered a University retiree, he/she must be at least fifty-five (55) years of age and have completed at least ten consecutive years of full-time service with the University.

Such retirees will receive a University identification card, with the benefits that the card carries. For employees who accepted employment with the University at the time ownership of the plant was transferred from the Department of Mental Health to Western Michigan University, the first seniority list in Appendix D of the Agreement will be used to establish the employee's retiree status.

ARTICLE 41
PRINTING OF THE AGREEMENT

41.§1 The Employer and the Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and shall agree upon a common cover color and format prior to final printing and distribution. The Employer agrees to pay the cost of the printing of this Agreement, and will provide copies of this Agreement to all Bargaining Unit employees.

ARTICLE 42
NO STRIKE - NO LOCKOUT

42.§1 No Strike.

42.§1.1 The Employer and the Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, neither the Union, either individually or through its members, nor any employees covered by this Agreement, will authorize, instigate, condone or take part in any strike, work stoppage, slowdown or other concerted interruption of operations of services by employees, and employees will maintain the full and proper performance of duties in the event of a strike.

42.§1.2 When the Employer notifies the Union by certified mail that any of the employees in the Representation Unit are engaged in any such strike activity, the Union shall immediately inform such employees that strikes are in violation of this Agreement and contrary to Michigan law.

42.§2 No Lockout. The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone, or take part in any lockout.

ARTICLE 43
MSEA INFORMATION TO THE EMPLOYER

43.§1 The MSEA agrees to furnish the following information in writing to the 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 Employer by the MSEA in writing as soon as such changes are made.

ARTICLE 44
SEVERABILITY

44.§1 In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such invalidated provision.

ARTICLE 45
APPOINTMENTS

45.§1 Regular part-time, terminal and temporary appointments.

45.§1.1 "Regular part-time" employees are defined as employees who are regularly scheduled to work at least twenty (20), but less than forty (40) hours per week on a permanent basis. Regular part-time employees are eligible for most benefits. Benefits related to pay are pro-rated. Part-time employees who work less than twenty (20) hours per week are not eligible for benefits, except legally-required Social Security and retirement contributions and free parking while employed.

45.§1.2 "Terminal" employees are full- or part-time employees whose job holds a known ending date. Benefit eligibility is the same as for regular full-time or regular part-time staff.

45.§1.3 "Temporary" employees are defined as employees scheduled to work forty (40) hours per week or less in a position lasting four months or less. Temporary personnel are not eligible for benefits, except legally-required Social Security and retirement contributions and free parking while employed.

ARTICLE 46
INTEGRITY OF THE BARGAINING UNIT

46.§1 The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the MSEA. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of the MSEA Bargaining Unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Unit.

46.§2 The Employer may continue to utilize student employees, provided the primary purpose shall be to supplement ongoing activities or to provide training opportunities.

46.§3 The Employer will provide the MSEA with information which permits the Association to monitor the implementation of student employment. It is the intent that an Association allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing Bargaining Unit activities, or causes layoffs or is used to avoid the recall of Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

46.§4 Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement, in case of training (including demonstration of the proper method of completing the task assigned), or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for the purposes of this Section.

46.§5 The Employer reserves the right to use contractual service where necessary or desirable to provide cost-effective, efficient services to the public.

46.§5.1 The Employer may subcontract work under one (1) or more of the following situations:

46.§5.1.1 The services are so temporary, intermittent or irregular in nature that they cannot be practically provided through the Bargaining Unit.

46.§5.1.2 The services are uncommon to Bargaining Unit employment because they are so special, highly technical, peculiar or unique in character that the talent, experience, or expertise required to accomplish the duties and responsibilities cannot be recognized as normal to the Bargaining Unit.

46.§5.1.3 The service involves the use of equipment or materials not possessed by the University at the time and place required, and the cost to the University in procuring such materials or equipment and establishing the needed positions would be disproportionate to the contract cost.

46.§5.1.4 The service would be performed at substantial long-term savings to the University when compared with having the service performed by Bargaining Unit employees.

46.§6 The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such subcontracting upon Bargaining Unit employees. However, whenever contracting or subcontracting will result in a substantial adverse impact upon an employee or employees, wages, hours or working conditions, or such action results in layoff, the Employer will inform the MSEA at least fifteen (15) calendar days before the implementation of such contracting or subcontracting and agrees to meet and discuss the impact of such decision on employees. If agreement between the Employer and the MSEA is not reached following such meeting(s) as provided above, nothing provided in this Article shall prohibit the MSEA from filing a grievance as outlined in Article 8 on the basis that the terms of this Article have been violated.

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 (Article16.5) 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.

47.8.1.1Accepting 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 8.6.

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

ARTICLE 48
TERMINATION OF THIS AGREEMENT

This Agreement shall become effective as of the 1st day of July, 2016 and shall continue in full force and effect until 12 a.m. on the 30th day of June, 2019, 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 day of [illegible], 2016.

MICHIGAN STATE EMPLOYEES ASSOCIATION

Jeff Landers

Tom Maida

Ken Moore

Mike Walden

WESTERN MICHIGAN UNIVERSITY

Umar Abdul-Mutakallim

Doreen Brinson

Allison Hahn

George Jarvis

Patti Van Walbeck

APPENDIX A-JOB CLASSIFICATIONS, LABOR GRADES AND HOURLY WAGE SCHEDULES

NEW CONTRACT WAGE TABLE - JUL 2016 - JUN 2019:			*Note: % wage increase applied to "UTJ" - all others derived from this*				
(Jul 1 '16 = 3.00%; Jul 1 '17 = 2.50%; Jan 1 '18 = 0.5%; Jul 1 '18 = 2.75%)							
			July 1 2015	**July 1 2016**	**July 1 2017**	**Jan 1 2018**	**July 1 2018**
Classification	**Description**	**Wage Information/Steps**	**(current)**	**3.00%**	**2.50%**	**0.50%**	**2.75%**
OPR*	Operating Engineer	base rate	$ 28.49	$ 29.40	$ 30.19	$ 30.35	$ 31.24
UTT	Utility Technician Trainee	beginning apprentice rate - same as OPR	$ 28.49	$ 29.40	$ 30.19	$ 30.35	$ 31.24
UTS	Utility Technician Specialist	apprentice has successfully completed 50% of program and is awarded **$1.00** increase to base	$ 29.49	$ 30.40	$ 31.19	$ 31.35	$ 32.24
UTJ	Utility Journeyperson	employee has successfully completed program requirements and achieved journey level and is awarded another **$1.00** increase to base	$ 30.49	$ 31.40	$ 32.19	$ 32.35	$ 33.24
Crew Leader	Head of either Main Shop, I & C Shop or Skilled Trades Coordinator	Per the contract, Crew Leader is compensated at a **10%** above that of a UTJ or journey person plus any incentives	$ 33.54	$ 34.54	$ 35.41	$ 35.59	$ 36.56
Asst. COE	Assistant Chief Operating Engineer	Per the contract, the Assistant Chief Operating compensated at a rate **5%** above that of a Crew	$ 35.22	$ 36.27	$ 37.18	$ 37.36	$ 38.39
COE	Chief Operating Engineer	Per the contract, the Chief Operating Engineer is compensated at a rate **10%** above that of a Crew Leader	$ 36.89	$ 37.99	$ 38.95	$ 39.14	$ 40.22
Incentives:							
UJ1	Utility journeyperson that has completed incentive Level 1	Increase to base of $1.00/hr	$ 31.49	$ 32.40	$ 33.19	$ 33.35	$ 34.24
UJ2	Utility journeyperson that has completed incentive Level 2	Increase to base of $1.00/hr	$ 32.49	$ 33.40	$ 34.19	$ 34.35	$ 35.24
Crew Leader - UJ1	Crew Leader that has completed Level	Increase to base Crew Leader pay of $1.00/hr	$ 34.54	$ 35.54	$ 36.41	$ 36.59	$ 37.56
Crew Leader - UJ2	Crew Leader that has completed Level	Increase to base Crew Leader UJ1 pay of $1.00/hr	$ 35.54	$ 36.54	$ 37.41	$ 37.59	$ 38.56
Notes:	1 - Operating Engineer - as of 11/5/2004, no new employees will be hired into the Operating Engineer (OPR) classification; currently only one employee left with this classification						
	2 - Those employees serving as Scheduling Coordinators receive a 2 1/2% increase to base for term of appointment						

LABOR GRADE	CLASSIFICATION
OPR	OPERATING ENGINEER
UTT	UTILITY TECHNICIAN
UTS	UTILITY TECHNICIAN SPECIALIST
UTJ	UTILITY JOURNEY PERSON
UJ1	UTJ LEVEL 1 INCENTIVE
UJ2	UTJ LEVEL 2 INCENTIVE
CLD	CREW LEADER
CL1	CREW LEADER LEVEL 1 INCENTIVE
CL2	CREW LEADER LEVEL 2 INCENTIVE
ACE	ASSISTANT CHIEF OPERATING ENGINEER
COE	CHIEF OPERATING ENGINEER

CLASSIFICATION	7/1/2016	7/1/2017	1/1/2018	7/1/2018
OPR*	$29.40	$30.19	$30.35	$31.24
UTT	$29.40	$30.19	$30.35	$31.24
UTS	$30.40	$31.19	$31.35	$32.24
UTJ	$31.40	$32.19	$32.35	$33.24
UJ1	$32.40	$33.19	$33.35	$34.24
UJ2	$33.40	$34.19	$34.35	$35.24
CL	$34.54	$35.41	$35.59	$36.56
CL1	$35.54	$36.41	$36.59	$37.56
CL2	$36.54	$37.41	$37.59	$38.56
ACE	$36.27	$37.18	$37.36	$38.39
COE	$37.99	$38.95	$39.14	$40.22

APPENDIX B

LONGEVITY COMPENSATION PLAN - SCHEDULES OF PAYMENTS

Years of Service	**Equivalent Hours of Service***	**Annual Payments****
6	12,480	$260
7	14,560	
8	16,640	
9	18,720	
10	20,800	$300
11	22,880	
12	24,960	
13	27,040	
14	29,120	$370
15	31,200	
16	33,280	
17	35,360	
18	37,440	$480
19	39,520	
20	41,600	
21	43,680	
22	45,760	$610
23	47,840	
24	49,920	
25	52,000	
26	54,080	$790
27	56,160	
28	58,240	
29	60,320	
30+	62,400+	$1,040

*Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket.

** Paid to all eligible employees on the first full pay period in October.

APPENDIX C

EMPLOYEE BENEFIT ELIGIBILITY CHART

Definition of Appointment Type:

Regular Assigned to employees holding positions designated and classified as continuing.

Terminal Assigned to employees holding position with known termination dates.

Temporary Assigned to employees holding positions lasting four months or less.

Full Time Assigned to employees working 80 hours in a pay period on a continuous basis.

Part-time Assigned to employees working less than 80 hours a pay period on a continuous basis.

	Full Time Regular/Terminal	**Part-time Regular/Terminal Working More Than 20 Hours Per Week**	**Temporary or Regular/Terminal Working Less Than 20 Hours Per Week**
Annual Leave	Eligible per language reflected in Article 36	Eligible for pro-rated benefits per Article 36	Not Eligible
Sick Leave	.05 hours for eh regularly-scheduled straight time hours worked	Accrued on pro-rated basis of .05 hours for each regularly-scheduled straight time hours worked	Not Eligible
Paid Holidays	12 Paid Holidays per Article 40	Paid for hours regularly scheduled to work on each holiday listed in Article 40	Not Eligible
Longevity	Eligible per Article 40 and Appendix C	Eligible per Article 40 and hours of work reflected in Appendix C	Not Eligible
	Full Time Regular/Terminal	Part-time Regular/Terminal Working More Than 20 Hours Per Week	Temporary or Regular/Terminal Working less than 20 Hours Per Week

	Full Time Regular/Terminal	Part-time Regular/Terminal Working More Than 20 Hours Per Week	Temporary or Regular/Terminal Working Less Than 20 Hours Per Week
Health Insurance	Eligible	Eligible	Not Eligible
Life Insurance	Eligible	Eligible	Not Eligible
Long Term Disability	Eligible	Eligible	Not Eligible
Dental	Eligible	Eligible	Not Eligible
Vision	Eligible	Eligible	Not Eligible
Tuition Discount	Eligible	Eligible on a pro-rated basis	Not Eligible
Tuition Remission	Eligible	Not Eligible	Not Eligible
MPSERS Retirement	Eligible	Eligible	Eligible

Note: See vesting and eligibility requirements. In accordance with statutory requirements of the Michigan Public School Employees Retirement System. Please refer to Article 40, Section 9 of this agreement.

University Retirement Benefits	Eligible if employed at the University for ten (10) years and age 55	Not Eligible	Not Eligible

APPENDIX D

SENIORITY

Seniority Date - Annual Leave Accrual, Longevity Accrual and Retirement

Bortolussi, Randolph	06/28/86
Boyd, Richard	04/16/89
Leinaar, Troy	07/17/94
Maida, Thomas	03/04/90

Note: The seniority dates listed above were calculated using the following formula: (Continuous Service Hours + Prior Service Hours) /2088 hours.

Seniority Date - Layoff, Recall, Bidding and Transfer

Bortolussi, Randolph	06/11/89
Boyd, Richard	04/16/89
Leinaar, Troy	07/17/94
Maida, Thomas	03/04/90

Note: The seniority dates listed above were calculated using the following formula: (Continuous Service Hours + Prior Service Hours -Military Hours) / 2088 hours.

APPENDIX E

E.§1 Special Pay Plan Upon separation from University employment, any payoff of annual leave, sick leave, and/or other designated payments is made by the University as an employer contribution to a 403(b) special pay plan account established on the employee's behalf (415 (m) where applicable), to the extent allowable by plan provisions. Payment to the special pay plan is mandatory for gross payoff amounts totaling $2,000 or more combined, not to exceed the maximum allowable contribution under IRS regulations. Payoff of annual leave, sick leave, and/or designated payments totaling less than $2,000 combined is made by payroll check. A separated employee's access to special pay plan funds is governed by applicable IRS regulations.

EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

Rules of conduct for employees are intended to promote the orderly and efficient operation of the University, as well as protect the rights of all employees. Violations, therefore, shall be regarded as cause for disciplinary action.
These rules are published for the employees' information and protection. Ignorance of work rules is not an acceptable excuse for violation. It is each employee's responsibility to know the rules and abide by them. These rules are not all-inclusive, and other departmental or University regulations may exist. Employees are expected to know and abide by these rules as well. These rules supersede all previous university or departmental rules in conflict with them.

RULES OF CONDUCT FOR WMU EMPLOYEES REPRESENTED BY MICHIGAN STATE EMPLOYEES ASSOCIATION (MSEA)

The Department of Human Resources shall be consulted regarding the consistency of rule interpretation and appropriateness of the penalty being applied for violation of any of the following Rules of Conduct.

Section 1

For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written warning notice up to, and including, discharge.

A. Neglect of duty.

B. Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employee's safety and health.

C. 1. Immoral or indecent conduct;
2. Conviction of a felony;
3. Conviction of a misdemeanor involving moral turpitude while an employee of the University; or
4. Violation of local, state, or federal law which causes unfavorable publicity to the University, impairs the credibility of the employee to perform the employee's job, or is otherwise connected to University employment.

D. Intentional falsification of personnel records, payroll reports, or other University records.

E. Theft, intentional destruction, or defacing of University, employee, or student property.

F. Deliberate or careless conduct endangering the safety of self or other employees including the provocation or instigation of violence.

G. Consuming alcoholic beverages while on duty, except at approved University functions, or the possession or consumption of illegal drugs.

H. Abusive, threatening, or coercive treatment of another employee, a student, or a member of the public.

I. Reporting for work in an unsafe condition, which includes but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home with pay pending investigation.

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

K. Sleeping while on duty.

L. Knowingly swiping/punching the time card of another, allowing one's time card to be swiped/punched by another, or unauthorized altering of a time card.

M. For other offenses of equal magnitude to the above.

When an employee engages in conduct in violation of the Section 1 rules and the conduct is committed off-duty and not on University property, the University may discipline the employee, up to and including discharge, whenever the conduct causes unfavorable publicity to the University, impairs the credibility of the employee to perform the employee's job, or is otherwise connected to employment at the University. Conduct that is off-duty but on University property or that is directed toward University students, employees, representatives, or property is always connected to employment at the University. Likewise, conduct that is on duty but off University property is always connected to employment at the University. Section 2

For the commission of any of the following offenses, an employee shall be subject to disciplinary action up to and including discharge. Disciplinary action for the same or different offenses shall progress in the following manner:

1. Verbal Warning—Notification and warning to employee.
2. Written Reprimand—Formal notification in writing to employee.
3. Suspension—Loss of work and wages for a specified number of hours or days.
4. Discharge from University employment.

If an employee receives three (3) written warning notices for the same or different offenses within a period of twelve (12) consecutive months, the employee shall be subject to a disciplinary suspension of not less than one (1) working day or more than one (1) work week. If an employee receives four written warning notices for the same or different offenses within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fourth such notice, be subject to discharge.

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

B. Excessive tardiness. Excessive tardiness is defined as any combination of four (4) or more instances of the following within six (6) consecutive pay periods: 1) swiping/punching a time card in after the start of the shift, 2) failing to swipe/punch a time card "in", or 3) being unprepared to begin work at the beginning of the shift. A tardiness of more than one hour will be counted as an instance of absence. Tardiness that is counted in one period for which a reprimand is issued shall not be counted in any other period for the purpose of determining excessive tardiness.

C. Failing to swipe/punch a time card "out" on four (4) occasions within any six (6) consecutive pay periods.

D. Inattentiveness to work, including but not limited to, failing to start work at designated time, quitting work before proper time, or leaving assigned work area, building, or project without authorization from appropriate supervisor.

E. Posting unauthorized materials on walls or bulletin boards; defacing or removing authorized material from bulletin boards.

F. Violation of a safety rule or safety practice.

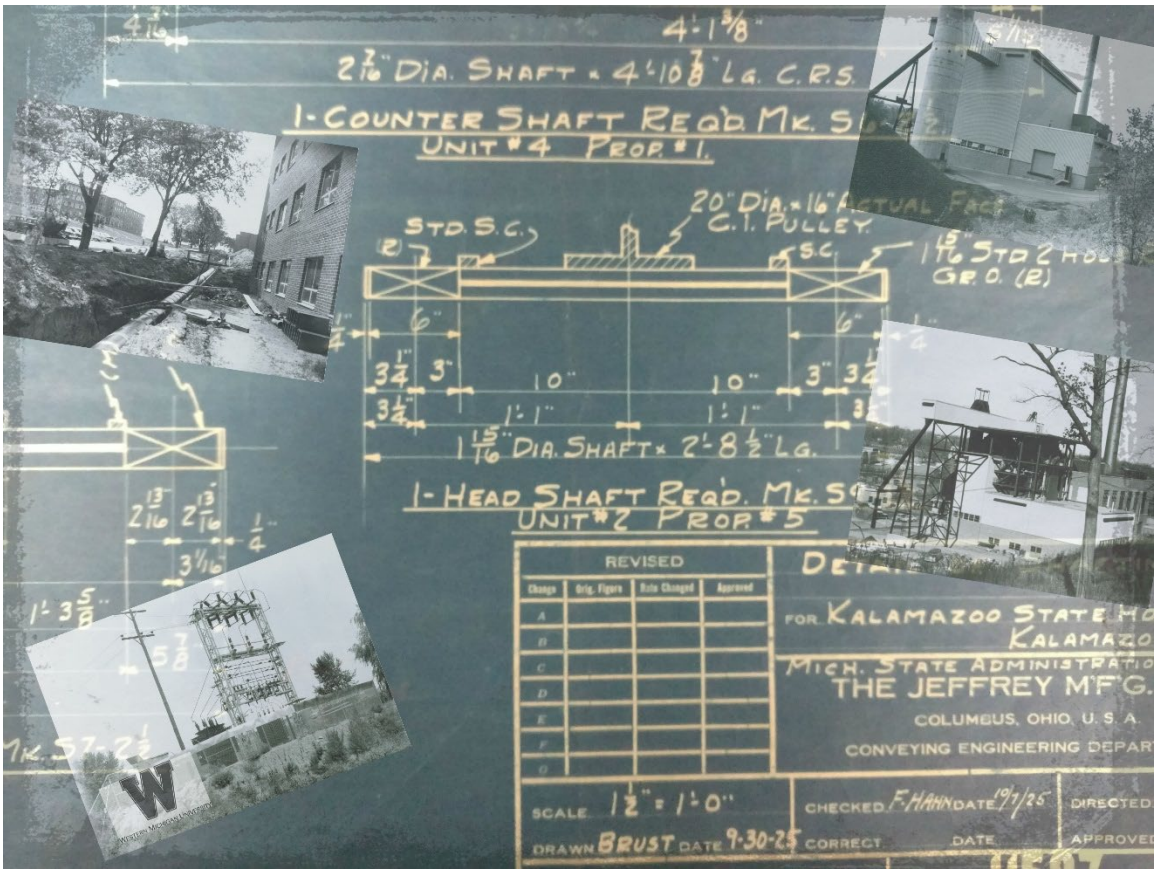
G. Smoking in prohibited areas.

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 advance notice because of an emergency, notice must be given as soon after the start of such absence as possible and documentation of the emergency must be provided within two workdays after the employee's return to work.

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

J. Gambling, lottery, or any other game of chance on the employer's premises during working hours.

K. Any other offense of equal magnitude to the above.



Acknowledgements:
Special thanks to the MSEA/WMU Negotiating Team for their time and efforts spent on reaching this agreement and to Mike Walden and Tara Tresh for creating this document.

Electronic copy saved in:
wmich.edu/hr/policies/staffcollectivebargaining



Robert M Beam Power Plant
MSEA Negotiating Team at Contract Signing October 18, 2016
Left to right Front Row: Doreen Brinson, Allison Haan, Mike Walden, Patti Van Walbeck
Left to right Back Row: Umar Abdul-Mutakallim, Ken Moore, Jeff Landers, George Jarvis, Tom Maida, Bill Long