



clerical office technical association
Michigan Education Association - National Education Association

Agreement

between

Grand Valley State University

**Grand Valley
Clerical Office Technical Association**

and the

Michigan Education Association - National Education Association

10/1/2008 – 9/30/2011

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AGREEMENT

This Agreement entered into this 30th day of September 2008, between the Board of Control of Grand Valley State University (hereinafter referred to as the "University") and the Grand Valley Clerical, Office, Technical Association - Michigan Education Association - National Education Association (hereinafter referred to as the "Association").

Section 1 Purpose and Intent

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

Section 2 Recognition

- 2.1. Legal Basis. The Michigan Employment Relations Commission having conducted a representation election on January 30, 1979 and having certified the Association as the exclusive bargaining agent, the University does hereby recognize the Association as the exclusive representative for all staff members in the unit as described in Section 2.2. of this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.
- 2.2. Description of Bargaining Unit. This Agreement shall be applicable for all of the regular full and part-time staff members in clerical, office, technical and engineering classifications as listed in Appendix A of this Agreement, excluding supervisors, faculty, executive, administrative and professional staff members, physical plant operations staff members, campus safety and security staff members, confidential staff members, all temporary staff members and all other staff members.
- 2.3.1. Probationary Period. The normal probationary period shall be six (6) months in length. Temporary staff members will be given credit towards completion of the probationary period for continuous previous employment if hired in the same position (title and unit) on a regular basis.
- 2.3.2. Full-time Staff members. The term "full-time staff member" shall mean a staff member whose normal schedule of work is thirty (30) hours per week or more on a regular basis. The University shall not reduce hours on an across the board basis.
- 2.3.3. Part-time Staff members. The term "part-time staff members" shall mean a staff member whose normal schedule of work is less than thirty (30) hours per week and is twenty (20) hours or more per week on a regular basis. Any staff member whose normal schedule averages less than twenty (20) hours per week, but nevertheless, has a regular weekly schedule of 8 hours or more, shall be covered by this Agreement, but shall be considered a limited part-time staff member and will not be eligible to participate in the fringe benefits provided by this Agreement.

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

Association President, the University will meet with the Association to discuss the hours worked by part-time staff members.

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

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

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

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

- 2.3.5. Student Staff members. It is recognized by the Association that as a matter of policy the University is committed to provide work opportunities for the students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon the above policy. However, in no case shall a staff member covered by this Agreement be laid off or take a reduction in pay as a result of student employment in that part of the bargaining unit in which the lay off or reduction occurred.

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

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

Section 3 Responsibilities of Agreeing Parties

- 3.1.1. Solicitation and Association Activities. The Association agrees that it will not solicit staff members for membership, payment of dues or conduct Association business on the University's time, excluding lunch breaks and rest periods or those involved in those activities. The Association shall have right to use available University facilities and ordinary computer equipment (limited to Word, Excel, and Access) and duplicating equipment outside regular working hours. Advance approval must be obtained at least forty-eight (48) hours prior to the scheduled use of facilities. Paper and copy costs are to be paid. No charge shall be made for use of rooms unless fees are typically assessed to GVSU departments for the use of the particular space requested. The University may charge the Association for special custodial services when necessary, damages to equipment, facilities and other properties when attributable to such use. Association members shall have the right to distribute a reasonable amount of official material by bulk distribution or e-mail to other members (copy to Human Resources) as long as such distribution does not interfere with the normal operation of the work area or the performance of staff members. Whenever representatives of the Association are scheduled to participate in conferences, meetings or negotiations with the University by mutual agreement during working hours, they shall suffer no loss of pay.
- 3.1.2. Strikes, Lockouts and Interference. The Association and its officers and agents agree that they shall not authorize or conduct a strike against the University during the life of the Agreement. The Association and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slowdowns, work stoppages or any other acts of a similar nature. In the event of the violation of this provision, the Association will take action to remedy or terminate such violation. The University agrees that it will not engage in a lockout for the life of the Agreement.
- 3.1.3. Discrimination. The Association agrees that it will not in any way, in matters of membership, administration of union affairs, or in the administration of this Agreement, discriminate against qualified staff members because of race, creed, age, sex, non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law.
- The Association and University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.
- 3.1.4. Financial Information. The University shall make available to the Association, upon request, the bi-monthly budget report to the Board of Control.
- 3.2.1. University's Responsibilities. The University reserves and retains its management rights and functions. Such rights, by way of illustration, include, but are not limited to:
- A. Full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces;

- B. The right to change or introduce new or improved operations, methods, means or facilities;
- C. The right to hire, schedule, promote, reassign, transfer, release, and lay off staff members;
- D. The right to suspend, discipline, and discharge staff members for cause;
- E. The right to establish rules and regulations which shall be published and issued to each staff member or posted on bulletin boards and it is understood that the rules include any illegal acts;
- F. The right to subcontract such portions of the work which may be done by bargaining unit staff members as the University deems to be in its best interest; and to otherwise maintain an orderly, effective and efficient conduct of its affairs. In no case shall a regular staff member covered by this Agreement be laid off or take a reduction in pay as a result of outside contracting of the bargaining unit work. However, this provision does not apply to individuals laid off as a result of outside contracting of an operation as described below.

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

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

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

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

1. Full rights under Section 7 of this agreement.
2. Outplacement services provided through the University's Career Services Office.
3. The University will pay for the first 2 months of COBRA medical and dental benefits.
4. Full credit for seniority earned in the event the staff member returns to their position.
5. For staff members hired prior to January 1, 1997, the University will consider staff members vested in the GVSU COTA Retirement Plan provided the individual has 7 years of service as of the date of notice.

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

- 3.2.2. Discrimination. The University agrees that it will not discriminate against any qualified staff member in matters of employment, promotion, demotion and assignment because of race, creed, age, sex, non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law.

The Association and the University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

- 3.2.3. Discipline. The University recognizes that all discipline must be work related and will only be given for just cause. Discipline includes warning, (written warnings and formal records of oral warnings), disciplinary layoffs, and reductions in rank or discharge. Copies of warnings will be sent to the Human Resources office who will then forward a copy to the Association president and grievance chairperson, unless the staff member requests that no notification be provided. Suspension may occur to allow time for an investigation. If no discipline results, pay will not be interrupted during suspension. The staff member shall be entitled to Association representation on request when discipline is imposed, provided it is available. When union representation is requested and the union president, grievance chair or building representative is unavailable, the meeting will proceed. In case of disciplinary layoff or discharge, the staff member will be notified of the charges against him/her and the University will inform the staff member of his/her right to union representation. Upon request, the staff member will be allowed to meet with an Association representative to discuss the disciplinary layoff or discharge before the staff member is required to leave the property of the University. In the event that the staff member declines union representation, the University shall notify the Association of the actions taken.

- 3.2.4. Complaint Procedure. If an employee has a complaint, which is not a proper subject for a grievance under the grievance procedure, the employee may discuss it with his/her immediate supervisor. The employee may submit the complaint in writing. If necessary, the employee may also discuss the complaint with the Director of Staff Relations. The employee may have the assistance of his/her Association Representative in presenting the complaint. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than seven (7) business days, unless the time for an answer is extended by mutual agreement. If the employee and the Association are dissatisfied with the answer they may request a Special Conference.

- 3.2.5. Special Conferences. Special conferences for important matters may be arranged between the Local President or designee and the Director of Staff Relations or their designated representative upon request of either party. Such meetings shall not be for the purpose of conducting bargaining negotiations, nor to in anyway modify, add to, or detract from the provisions of the Agreement. Such meeting shall be between at least two (2) representatives of the University and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made ten (10) business days in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda shall include a list of participants which will not be changed except on prior agreement by both parties. Matters taken up in special conference

shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in such special conferences. Human Resources shall prepare a summary of the conference in writing within seven (7) business days. The summary of the conference shall be subject to joint approval.

Section 4 Association Security

- 4.1. Membership. Any bargaining unit member who is not a member of the Association in good standing, or who does not make application for membership upon completion of probation or thirty (30) days after this Agreement, whichever is later, shall, as a condition of employment, pay as a service fee to the Association or the G.V.S.U. Scholarship Fund, an amount equivalent to the dues uniformly required to be paid by members of the Association, but not including any amount designated for partisan, political or ideological purposes. The Association shall have sole responsibility for enforcement of this provision and agrees to hold the University harmless for any and all claims or expenses or liability relating to this provision. The Association shall provide its legal counsel for any such claims.
- 4.2. Check-off Authorization. The University will honor voluntary check-off of dues or payment deduction authorizations submitted in writing to the University on the form provided for this purpose, with the form identifying the purpose, amount and frequency of the deduction. After initial authorization of the deduction, the Association may prepare a voluntary check-off dues and deduction authorization list for transmittal to accounting for payroll deduction purposes. Deduction authorizations shall be effective in the next pay period when a deduction would normally be executed, providing the authorization form is received by the University before each pay period and only for those employees who have signed the payroll deduction form and who received paychecks at that time. The total amount deducted shall be sent to the Association along with a list of persons for whom deductions were made. The University shall have no responsibility for the collection of initiation fees, special assessments nor for collection of dues, except as provided herein. Any employee may cancel the payroll deduction authorization in August of any given year by written notification to the University or Association. The cancellation shall be effective the next following pay period. The University shall not be liable to the Association by reason of the requirements of the Agreement for the remittance of payment of any sum other than that constituting actual deductions under an authorization as provided above and made from wages earned by employees. The amount to be deducted may be changed one time each twelve (12) months for all covered employees. The Association shall hold the University harmless and indemnify the University for any claims or expenses or liability incurred relating to the deductions provided for herein. This clause shall be effective prospectively only and shall remain in effect for the term of this Agreement.

Section 5 Association Representatives

- 5.1. Notification. The Association will notify the University of the area representative's names and areas represented, the Association grievance representatives and also the names of the current officers. The list will be provided at the beginning of each academic year and will be kept up-to-date by the Association. The University will be notified as changes occur.

Section 6 Grievances

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

6.2. Procedure.

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

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

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

Step 4. Arbitration. If the grievance is not resolved at Step 3 and the staff member and the Association wish to request arbitration of the grievance, they shall do so in writing no later than thirty (30) work days from the date of that Human Resources Office answer. The parties shall attempt to select an arbitrator within ten (10) work days from the date of the request for arbitration. In the event the University and Association cannot agree upon an arbitrator within that time, the arbitrator shall be selected from an acceptable list obtained from the American Arbitration Association. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his or her discretion for that of the University or the Association, nor shall the arbitrator exercise any responsibility or function of the University or the Association. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered within thirty (30) work days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Association except those expenses associated with compensating the representatives and witnesses. If either party desires a record of the proceedings, it may obtain same at its own expense, and a copy must be provided to the other party. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding upon the Association and its members, the staff member or staff members involved, and the University. The Association and the University will

discourage any attempt to appeal to any Court or Labor Board from a decision of any arbitrator. The above in no way precludes the possibility of representatives of the University and the Association meeting and arriving at mutually agreed upon binding decisions prior to arbitration.

- 6.3. Time Limits. The time limits may be extended by mutual consent. Grievances not processed in accordance with prescribed time limit shall be barred. Should the University fail to meet the time limit the grievance may be advanced to the next step.
- 6.4. Individual and Association Rights. A staff member may request that an Association representative be present at any grievance meeting. Nothing contained in this section shall be construed as limiting the right of any individual staff member to present grievances to University officials and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.
- 6.5. Association Grievance. If the Association has a grievance which is not an appropriate grievance under Section 6.2 of the grievance procedure, a meeting shall be held between the parties to discuss and attempt to resolve the matter before utilizing any other forum. Upon written request of the Association within 10 work days from the date of occurrence of the incident giving rise to the grievance, a meeting shall be scheduled as soon as possible at a mutually agreed upon time and place. If the parties are unable to resolve the grievance, the parties will attempt to mutually agree on the manner and forum in which to resolve the grievance.

Section 7 Reduction in Force

- 7.1. Reduction by Attrition. The University agrees that should a reduction in force be required, the University will make a good faith effort to do so through attrition. The Association President and Grievance Chairperson shall be notified of the positions to be reduced.
- 7.2. Further Reduction. If the University is unable to accomplish the necessary task by attrition, the University shall select the area(s) of reduction. The University may reassign staff members affected by the reduction to open positions provided that if the staff member is assigned to a position with a lower pay rate, the staff member's rate before assignment is maintained for nine (9) months, after which they will go to the rate of the job assigned. Full-time staff members shall not be required to accept assignment to part-time positions. If no reassignment is made at the time of layoff the staff member affected may by notifying the Human Resources Office in writing within ten (10) calendar days of layoff notice choose to:
 - A. Move to any open similar or lower rated job for which he/she is qualified. The staff member will be paid the rate of the job effective with the move; or,
 - B. Bump into the position of the least senior person in the same job title or the least senior person in the same or any lower compensation classification level (having less seniority than the staff member bumping) provided they bump within the same full-time or part-time category and will be paid the rate of the job effective with the move, provided the staff member is qualified; or,
 - C. Elect a voluntary layoff.

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

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

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

- 7.3. Notice of Reduction. Non-probationary staff members will be given a minimum of fourteen (14) calendar days notice prior to reduction in force. If fourteen (14) calendar days notice cannot be given, severance pay will be provided in lieu of notice for each workday lost during the fourteen (14) calendar day period.
- 7.4. Staff members on Layoff. Staff members on layoff shall be entitled to purchase health and/or dental benefits in accordance with applicable COBRA guidelines. Staff members on layoff shall be entitled to purchase life insurance benefits at the group rate, for the length of layoff.
- 7.5. Recall. Staff members on layoff or reassigned to a position under the provisions of 7.2 shall be entitled to recall to an available open position in the same job title or in the same compensation classification level for eighteen (18) months, or the length of their seniority, whichever is lesser. Recall shall be in the order of seniority, provided the staff member is qualified for the position. Staff members on layoff may be reassigned to open positions provided that if a staff member is reassigned to a position with a lower pay rate than their rate at time of layoff, the staff member shall be paid their rate prior to layoff for six (6) months. After six (6) months staff members will go to the rate of the job assigned. Full-time staff members shall not be required to accept assignment to part-time positions. Recall and reassignment notices shall be made in writing to the last address furnished the Human Resources Office. A copy of the notice shall be sent to the President of the Association. A staff member refusing recall or reassignment under these provisions shall be considered to have quit.

Section 8 Seniority

- 8.1. Definition. For the purpose of this Agreement, "seniority date" will mean the day on which a staff member last began employment in a bargaining unit position at the University.
- 8.2. Determination of Seniority. Seniority records shall be maintained by the University and shall be based on the staff member's seniority date. The University shall maintain current records on

seniority for use where applicable in this Agreement. A seniority list shall be provided to the Association President on request, but not to exceed six (6) times per year.

- 8.3. Loss of Seniority. A staff member shall lose seniority if:
- A. The staff member retires, is discharged or quits (a staff member shall be considered to have quit on the last day worked if such staff member is absent from work three (3) or more consecutive working days without a contractually acceptable excuse).
 - B. The staff member does not return to work upon the expiration of a leave of absence without a contractually approved excuse.
 - C. The staff member fails, without an approved reason, to return from layoff within ten (10) calendar days after being notified or recalled by the University.
 - D. The staff member has been on layoff for a period longer than eighteen (18) months, or the staff member's length of seniority, whichever is less.
 - E. The staff member has accepted a permanent non-bargaining unit position with the University.
- 8.4. Probationary Staff members. The University may discharge or discipline probationary staff members for such cause and in such manner as it, in its sole and absolute discretion, deems appropriate and in the best interest of the University. Such discharge or discipline shall not be subject to the grievance procedure of this Agreement. The Association President and Grievance Chairperson shall be notified of such discharge or discipline. The University shall have no obligation to re-employ a staff member who is discharged during the probationary period. While probationary staff members may be included in lists, there shall be no seniority among probationary staff members.
- 8.5. Vacancies and Transfers. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a bargaining unit member that needs to be filled, or a newly created position within the bargaining unit. All vacancies will be posted unless filled by reassignment or recall of a laid off staff member. Notice of vacancies will be given to the Association President and Grievance Chairperson at the time they are posted on the University's electronic bulletin board and will be simultaneously posted at the Human Resources Office. A vacancy will not be filled until seven (7) working days after it is posted on the University's electronic bulletin board or other communication method with similar distribution. Job postings shall include the location(s) of the position. Upon filling the position, the University shall notify the staff member of any changes in the job location(s) from the job posting. The position may be filled temporarily pending a permanent assignment.

A review of all internal candidate applications will be conducted in the Human Resources Office. In the event that it is determined that an internal candidate does not meet the minimum qualifications for the posted position, such candidate shall be notified by the Human Resources Office and will be given the opportunity to elaborate on his or her qualifications. Candidates will be allowed two (2) business days to update their application packets, which will then be forwarded on the same basis as other qualified applicants to the selecting Officer for review. All applications shall be sent to the selecting official(s). Internal candidates who meet the minimum qualifications as listed on the position posting shall be given an interview by the selecting official(s). The selecting official will determine which candidates meet the minimum requirements consistent with the job posting. In the event that the selecting official does not

select to interview an internal candidate, the Human Resources Office will provide such individual(s) with the reasons for the non-selection.

When two people are equally qualified for the vacant position, based on a current position description and satisfactory work and attendance, the more senior qualified staff member will receive the assignment. Persons assigned will be required to establish that they can do the job within eight (8) working days. Failure to qualify shall result in returning the person to the former position and is not subject to the grievance procedure. The staff member shall also have the option to elect to return to his or her former position within eight (8) working days.

Candidates who were interviewed but not selected may notify Human Resources to schedule a meeting with the selecting official, a Human Resource representative and an Association Representative to discuss the reason for non-selection. The Association must notify the employer within three (3) working days that the meeting has been the step 1 meeting of the grievance process.

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

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

8.5.1 Temporary Job Location Changes. In the event that circumstances necessitate temporary changes in work location, the University will discuss such changes with the staff member and will work with the individual staff member to accommodate personal circumstances. Options available to the University and the staff member, may include, but are not limited to the following:

- A. In the event of child and/elder care concerns; the staff member's starting and ending time may be adjusted to allow for additional travel time to reach the temporary location.
- B. In the event of transportation concerns, the staff member may report to his/her normal work location at the regular reporting time and may take the regularly scheduled shuttle bus service to the temporary work location. The ending time of the shift may be adjusted to allow time for the staff member to return to the designated work location by the end of his/her regular shift.
- C. In the event that the temporary location of assignment results in additional mileage to the staff member, he/she will be eligible for reimbursement pursuant to the University travel policy.

Nothing in this section is intended to limit the University's right to temporarily assign staff members to different campus locations in order to meet temporary staffing needs.

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

Section 9 Working Hours

- 9.1. Regular Week. A regular full-time week shall be determined by the University and consist of forty (40) hours per calendar week which shall normally consist of five (5) consecutive days of eight (8) hours each day on the same shift, followed by two (2) consecutive days off work. There shall be a minimum of eight (8) hours for shift turnaround time; and time and one-half shall be paid for all regular hours worked within that eight (8) hour period. Only regular hours shall be considered for the purpose of determining the eight (8) hour turnaround period. Other working schedules may be arranged by the supervisor and the Human Resources Office after consultation with the directly affected staff members. Academic year schedules will be arranged by the supervisor and the Human Resources Office. COT summer schedules may be arranged by the Human Resources Office after consultation with the Association. Staff members electing reduced summer schedules will maintain their normal fringe benefits.
- 9.2. Shift. A full-time shift shall normally consist of a nine (9) consecutive hour time period, determined by the University, of which one hour shall be used for a lunch period without compensation. A one-half hour lunch period may be substituted for the one hour lunch period with prior approval of the supervisor. With the approval of their supervisor and the Human Resources Office, schedules of less than forty (40) hours per week or a shift change may be elected by staff members.
- 9.3. Breaks. Full-time staff members will be eligible for a fifteen (15) minute break period near the middle of each half of a normal day. Part-time staff members will be eligible for comparable break periods.
- 9.4. Television Operations Staff Scheduling. The Clerical, Office and Technical Association and Grand Valley State University agree as follows:
- A. For purposes of assisting in the coverage of Master Control between Memorial Day and Labor Day, the University will make a sincere effort to recruit and train a pool of temporary help (students and/or temporary staff). It is anticipated that this should decrease the number of schedule changes due to the use of vacation time by television operations staff. Primarily, the temporary workers would be scheduled to work second or third shift since Television Maintenance Engineers may be able to assist in Master Control coverage on first shift. While this is a sincere effort to limit schedule changes due to summer vacations, it is not a guarantee that work schedules of the television operations staff cannot be changed.
 - B. To assure coverage of Master Control during all hours of broadcasting of WGVU, not more than one staff member on any air shift will be allowed to be on vacation at one time.
 - C. Pursuant to contract section 9.1, "consultation with the directly affected staff member" shall mean a sincere effort to review the schedule changes with the directly affected staff member with as much lead time as possible. The method of "consultation" shall be, in order of preference, 1. In person,

2. By telephone, or 3. By posting a new schedule. After posting, voluntary adjustments to the schedule can be made with approval of the supervisor. If a staff member wishes to discuss the posted schedule, he or she should contact their supervisor as soon as possible. It is understood that a modification of the starting time by three hours or less shall not be considered a schedule change.

- 9.5 Job Share Classification. The University and the Association agree that in unique circumstances, it may be beneficial for two staff members to enter into an agreement to job-share. A job-share position shall be defined as a full-time position shared by two (2) bargaining unit members. Approval of a job-share shall rest with the University after consultation with the Association. A maximum of three (3) job-share arrangements shall be in effect during the term of this agreement. More may be added with the approval of the University and the Association. At the expiration of this agreement, the parties will review the status of job-share arrangements and determine whether this letter of agreement should be extended, modified or terminated. For the term of this agreement, the University and the Association agree that:
- A. The University shall determine a regular job-share schedule, between 40 and 60 hours in a two-week period.
 - B. Individuals interested in job-sharing should contact the Human Resources Office. When a job-sharing opportunity becomes available, the Human Resources Office will contact those who have expressed an interest and facilitate job-share matching after application by the staff member. Job-share opportunities shall be posted.
 - C. Benefits will be provided to staff members in a job-share position as follows:
 - 1. Medical Insurance will be made available. The cost of coverage to the University shall not exceed the cost of coverage for one staff member.
 - a. If both job-share staff members do not elect coverage, each will receive 50% of the credit given to regular full and part-time staff.
 - b. If one job-share staff member elects medical insurance and the other does not: the staff member without coverage will receive 50% of the credit given to regular full and part-time staff members, the other job-share staff member will pay the cost of the credit given to the other staff member plus the cost charged to regular full and part-time staff members for the option that they select.
 - c. If both job-share staff members elect medical coverage, each staff member will pay 50% of the group cost for the plan chosen. The University will pay the remaining 50%. Group costs will change annually.
 - 2. Dental Insurance will be made available. The cost of coverage to the University shall not exceed the cost of coverage for one staff member.
 - a. If both job-share staff members do not elect coverage, each will receive 50% of the credit given to regular full and part-time staff.

- b. If one job-share staff member elects dental insurance and the other does not: the staff member without coverage will receive 50% of the credit given to regular full and part-time staff members, the other job-share staff member will pay the cost of the credit given to the other staff member plus the cost charged to regular full and part-time staff members for the option that they select.
 - c. If both job-share staff members elect dental coverage, each staff member will pay 50% of the group cost for the plan chosen. The University will pay the remaining 50%. Group costs will change annually.
 - 3. Life Insurance will be provided equal to their base hourly rate of pay times 1040 hours.
 - 4. Vision Insurance will be made available to the same extent and at the same rate as is available to other University staff members.
 - 5. Staff members will be paid 4 hours for each approved holiday listed in section 12.1 of the master agreement.
 - 6. Vacation will be accrued according to the provisions for part-time staff members as outlined in section 12.2.
 - 7. Salary Continuation will be provided according to the provisions for part-time staff members as outlined in section 12.3.1.
 - 8. A Retirement Plan will be provided according to the provisions for part-time staff members outlined in the plan document.
 - 9. Medical Insurance for Retirees will be made available to the same extent and in the same manner as is available to other part-time University staff members.
- D. It is understood that workspace will be shared.
- E. If requested, staff members sharing a position will coordinate vacation time and work full-time on days that the other staff member is on vacation.
- F. The University may convert a job share position to a regular full-time position. If it does, the University will give the staff members and Association a minimum of a one (1) month notice. If the position is converted to a full-time position, the most senior staff member shall be offered the full-time position and the remaining staff member may exercise their rights under section 7 of the master agreement.
- G. Unless specifically addressed above, other provisions of the master agreement apply to job-share staff members.
- H. It is expected that the staff members will work together to communicate daily work needs. It is understood that staff members, at their discretion, may need to use unpaid time before or after their regular shift, or on days they are not scheduled to work, to effectively communicate.
- I. It is acknowledged that the rights and benefits of part-time staff members shall not be negatively impacted by the more limited benefits of job-share staff members.

- J. No full-time position, held by an incumbent, shall be converted to a job-share if the incumbent does not wish to job-share.
- K. Job-sharing is purely voluntary on the part of the staff member.

Section 10 Monetary Compensation

- 10.1. Basis for Pay. Staff members shall be paid in accordance with the Compensation Schedule, which is attached as Appendix A. A staff member's rate shall be determined based on the position title and the compensation classification level to which that position is assigned. The staff member's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other staff benefits.
- 10.2. Rates for Jobs. Staff members shall be given position descriptions upon ratification of this Agreement. Should a staff member believe that he or she is improperly placed on the wage schedule, relief may be sought through the grievance procedure. The University shall have the right to alter or amend position descriptions and create and eliminate positions. The Association shall be notified when such changes are made and shall have the right to negotiate the rate for the new and/or substantially amended position. Should the University and the Association fail to reach agreement on the new rate, the dispute shall be submitted to arbitration for resolution. The arbitrator will be empowered to assign it to an existing compensation classification level on the basis of the relative value of the new or substantially changed position in comparison with the existing positions. The grievance on such a dispute must be filed in writing within ten (10) calendar days after failure to reach agreement through negotiation. If the Association has not objected to the proposed rate for a new or substantially amended position description within twenty (20) day after it was submitted to the Association, agreement shall be assumed.
- 10.3. Change in Position. Staff members promoted will be placed in the compensation classification level of the position, effective with the date of promotion. Step placement will be maintained regardless of the number of compensation classification level ranges promoted.
- 10.4. Classification Review

Grand Valley State University and GVSU COTA-MEA/NEA shall jointly determine the review assessment survey instrument to be used at Grand Valley State University.

The parties shall maintain a Joint Review Committee, composed of three members appointed by the Human Resources Office and three members appointed by the Association.

Bargaining unit members questioning the assigned classification of their position may do so by using the following procedure:

- A. Meet with the Employment Manager in the Human Resources Office to discuss the review process and to discuss changes in their job responsibilities, duties and any other questions they may have. An Association Joint Review Committee or Assessment

Team member may be present for this discussion at their discretion. A meeting will then be scheduled for the COT staff member to fill out the survey instrument.

- B. The survey instrument will be jointly administered by the Assessment Team (consisting of the Employment Manager and an Association member of the Joint Review Committee). If the Assessment Team believes a job site visit is warranted as a result of the survey information, they will schedule a time for a joint visit.
- C. The completed survey instrument shall be coded. The survey results shall be returned to the Joint Review Committee for review and adjustment, if necessary. The survey results, as determined by the Committee, shall be shared with the survey participant.
- D. After receiving the survey results, the survey participant, if he/she so chooses, shall have the opportunity to meet with the Joint Review Committee for additional input and appeal. Any additional information shall be reviewed by the Committee, and where the Committee feels it is necessary, the survey will be recoded, in a manner mutually agreeable.
- E. The Joint Review Committee shall then deliberate as to the merit of the upgrade requested by the participant. If the Committee is not able to reach a consensus, the University will decide on the classification. The Association may appeal that decision through the arbitration procedure of the collective bargaining agreement.

The Joint Review Committee shall meet as needed when a COT staff member requests a job analysis be performed. COT staff members may engage in the review process no more than once per year.

Supervisors questioning the assigned classification of a staff member's position shall provide supporting rationale, complete an assessment survey instrument and discuss with Manager of Employment. The Manager of Employment shall notify Association Representative that a Supervisor is reviewing a staff member's classification. The Union will be provided with the scored instrument and any supporting rationale.

10.5. Payment. All compensation shall be based only on time worked or on the application of appropriate staff benefits. Staff members shall receive regular paychecks bi-weekly, no later than the middle of the second week following completion of a bi-weekly pay period. Deductions from that check shall include only items authorized in writing by the staff member or required by law, or required by this Agreement and permitted by law, or money to which the staff member was not entitled.

10.6. Overtime Pay. All staff members shall be eligible for approved overtime at the rate of one and one-half their hourly rate for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

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

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

the University shall negotiate the circumstances for wearing the beeper and the applicable rate of pay.

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

10.8. Shift Differential. Staff members who work on the second or third shift shall receive, in addition to their base rate of pay, forty cents (\$.40) per hour and fifty (\$.50) per hour respectively. Such differentials are to be added to the total wages and does not increase the base rate of pay and will be paid for all hours worked on a shift. A person shall be deemed to be working on the shift in which the majority (50% or more) of his/her hours worked fall on that day

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

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

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

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

Section 11 Leave of Absence

11.1. Leave of Absence Without Pay. A leave of absence without pay may be granted to a staff member for personal reasons for a period of up to six (6) months. A request for a leave of absence shall be submitted in writing, to the Human Resources Office, stating the reason for the request. The conditions under which the leave is granted shall be specified by the University. Special consideration shall be given to childcare requests, and extensions beyond six (6) months may be granted by the University on a case-by-case basis depending on need.

A leave of absence for less than one (1) month will be considered as lost time and is subject to the approval of the supervisor.

- 11.2. Staff members on Leave of Absence. Staff members on a leave of absence of more than one (1) month shall be entitled to purchase health and/or dental and/or life insurance benefits at the group rate. Such staff members shall be placed in their previous position, if available, or if not, in the first available position, if qualified, that is substantially equivalent (i.e., same classification, similar hours) to their previous position.
- 11.3 Family and Medical Leave Act. The Family and Medical Leave Act will be followed in approving a Leave of Absence. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.
- 11.4. Leave of Absence With Pay.
- 11.4.1 Salary Continuation and Short-Term Disability. A staff member on salary continuation or short-term disability shall be entitled to return to his/her previous position provided that he/she is released to return to his/her position within six (6) months from staff members last day worked. The University will continue benefits for staff members receiving salary continuation or short-term disability pay.
- 11.4.2 Extended Sick Leave. When a staff member's salary continuation and short-term disability pay have been exhausted, the staff member may request to be placed on extended sick leave if the staff member continues to be unable to perform the duties of his/her position due to the illness or accident. Such request must be made thirty (30) days prior to the expiration of short-term disability payments. The Human Resources Office shall notify the staff member of the imminent exhaustion of short-term disability pay in time for the staff member to meet the thirty (30) day request notice as specified above. Extended sick leave may continue for up to eighteen (18) months from the staff member's last day worked. The time period may be extended by mutual agreement of the University and the Association. If the staff member is released to return to work during his/her extended sick leave, he/she will be offered the next available position for which he/she is qualified. Such position shall be equal in hours to the position previously held, unless otherwise agreed between the University, the staff member, and the Association. The University will pay the cost of COBRA medical coverage during the first twelve (12) months of extended sick leave.

Section 12 Staff Benefits

- 12.1. Holidays. The approved holidays for the term of this Agreement are listed below (including the Friday preceding any listed holiday which falls on Saturday and the Monday following any listed holiday which falls on Sunday). The holidays are:

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

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

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

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

Should any GVSU staff member group add a paid holiday(s) in addition to those noted in section 12.1 of this agreement, such holiday(s) will be added to those paid holidays identified in section 12.1.

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

12.1.3. Eligibility for Holiday Pay. A staff member will be eligible for a holiday with pay, provided the staff member:

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

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

12.2. Vacation.

12.2.1. Allowance and Accrual.

- A. Accrual. Effective January 1, 2003 regular full-time and regular part-time staff members accrue .058 hours of vacation time for each regular hour worked for the first four years of employment for up to a total of 15 vacation days annually. At the beginning of the staff members fifth year of service, as determined by his or her anniversary date, the staff member will accrue .077 hours of vacation time for each hour worked for up to a total of 20 vacation days annually. During the calendar year 2003, staff members may

request an advance of vacation time, not to exceed the anticipated accrual for the year. In the event that the staff member leaves the University prior to accruing the actual number of vacation hours used, the balance shall be deducted from his or her final paycheck. Academic year staff members and full-time staff members working a schedule of less than forty (40) hours (as of October 1, 2002) shall be grandparented and made whole in terms of vacation accrual.

- B. Vacation Carry-Over. No more than one hundred sixty (160) hours (eighty (80) for part-time staff members) of earned vacation may be carried over from one calendar year to the next calendar year. In the event that workload or staffing issues preclude the staff member from utilizing his or her accrued vacation days during the calendar year, such staff member may submit a request to the Human Resources Office specifying the circumstances necessitating carrying over more than one hundred sixty hours (160) per year. Such requests will be considered on an individual basis. If it is determined that business circumstances beyond the staff member's control precluded the use of vacation time, he or she will be permitted to carry over additional vacation hours.

12.2.2. Use of Vacation Time.

- A. Vacation time may be used as soon as a staff member has completed six (6) months of employment.
- B. Vacation time shall normally be granted when requested. Should vacation requests cause a hardship staff members may be denied use. Seniority shall determine who can go when limitations are required on usage in that unit, unless the vacation was previously approved by the supervisor.
- C. A request for the use of vacation time shall generally be submitted at least twenty (20) working days in advance of the beginning of the vacation time. A response shall be made within ten (10) working days of the request. If no response is received within ten (10) working days the request is considered to be granted. Operating unit supervisors will be entitled to request a tentative vacation schedule early in each calendar year.
- D. Staff members shall receive compensation for accrued but unused vacation upon leaving the employ of the University provided that the staff member gives at least two (2) weeks notice of his or her intention to leave. Vacation time shall not be used to continue employment beyond the last day worked for the University.

12.3. Income Protection.

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

12.3.2. Miscellaneous Provisions Regarding Salary Continuation.

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

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

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

- A. Staff member or staff member's child, spouse, household member, parent, or parent-in-law's (living in the staff member's household) illness or injury, hospitalization and appointment pertaining to health.
- B. Impending death of staff member's parent-in-law to a maximum of three (3) working days, if needed.
- C. Death of staff member's child, stepchild, foster child, spouse, household member, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandchild, grandparent or grandparent-in-law to a maximum of five (5) working days, if needed. Extension may be granted in extenuating circumstances by the Human Resources Office.
- D. Attendance at a funeral of a relative other than above (maximum of one (1) day).
- E. With the supervisor's approval, a staff member may be released from work for that part of that day needed to attend the funeral of a staff member of the University.
- F. Staff members may use salary continuation for days the University is officially closed due to inclement weather. Essential staff members will be identified by their supervisor. A maximum of eight (8) additional hours may be used by each eligible staff member each calendar year, if necessary, due to inclement weather, subject to the provisions of 12.3.2.
- G. A Staff member may elect to transfer up to eight (8) hours of vacation, on no more than 2 occasions, each calendar year to another bargaining unit member who is on short term or long term disability, to enable the employee on disability to replace some of the wages lost. The hours transferred will be deducted from the vacation balance of the employee donating the hours, in the calendar year that the Transfer Authorization Form is received by the Payroll Office. A separate Transfer Authorization Form must be completed for each transfer requested. The staff member receiving the vacation hours will be paid the hours at the rate of pay last received by the staff member. The staff member receiving the transfer can receive no more than the equivalent of eighty (80) hours of pay per period. The total number of hours paid to a staff member on disability will not exceed one hundred twenty (120) hours in any calendar year. The University will notify the Union when a total of one hundred twenty (120) hours have been

donated. If more than one hundred twenty (120) hours are donated to the staff member, the additional hours will be held and paid to the staff member the following calendar year. Any donated but unpaid vacation hours shall be paid upon the death of a staff member on disability.

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

12.3.4. Short-Term Disability. The University shall continue to provide regular full-time staff members with short-term disability insurance for those absences caused by illness or injury for a period longer than twenty (20) days and less than six (6) months, subject to the conditions of the master policy. The benefit formula in the master policy (75% of the base weekly rate, no maximum) shall not be reduced for the term of this Agreement.

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

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

12.4. Retirement.

12.4.1. Retirement Plan. The staff members covered by this Agreement shall be eligible to participate in the Clerical, Office and Technical Staff members Retirement Plan, as amended, for the term of this Agreement. The Plan shall not be terminated or amended so as to adversely affect the rights and/or benefits of any participant during the term of this Agreement except as may be required by law. Staff members hired after (February 1, 2006) will become members of the Defined Contribution Plan.

For members of the Defined Benefit Plan effective January 1, 2003, the University will implement an early retirement incentive. Staff members between the ages of 55 and 60 years old may elect early retirement with a reduction factor of .0025. Those staff members who do not elect retirement between 55 and 60 will be subject to the .004 reduction factor.

12.4.2. Medical Insurance for Retirees. The University will make available a medical insurance plan for official retirees in the same manner and on the same basis as it applies to the University's other officials and retirees.

An official retiree (including early retirees) for purposes of this benefit will be defined as any regular staff member who is employed by the University at the time of retirement, who is vested in a University sponsored retirement plan and whose years of University service and age total a minimum of 75. Coverage for the spouse or household member of the retiree or early retiree is available on the same basis as for other University official retirees.

The University retains the right to modify or terminate this plan upon reasonable notice to staff and retirees and provided that the changes are the same for each staff member group. The University will notify the COTA of and discuss with the COTA changes prior to making the change.

12.5. Insurance.

- 12.5.1. Health. The University shall make available health insurance to the staff members covered by this agreement to the same extent and in the same manner and at the same staff member costs as is available to other University staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same health insurance plans offered uniformly to all University groups and staff members.

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

- 12.5.2. Dental. The University shall make available dental insurance to the staff members covered by this agreement to the same extent and in the same manner and at the same staff member costs as is available to other University staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same dental insurance plan(s) offered uniformly to all University staff member groups and staff members.

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

- 12.5.4. Vision. The University shall make available vision insurance to the staff members covered by this agreement to the same extent and in the same manner as is available to other University staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same vision insurance plan(s) offered uniformly to all University staff member groups and staff members.

- 12.6 Uniforms. The University agrees to provide working uniforms without cost to the staff members, if they shall be required.

- 12.7. Worker's Compensation. In case of injuries compensable under worker's compensation, salary continuation may be charged to the extent that these payments fail to equal the staff member's regular earnings. Total payments shall not exceed an amount equal to twenty (20) days of salary per disability. The exhaustion of salary continuation shall have no impact on the duration of workers compensation.

Work-related injuries or illness must be reported to the Human Resources Office as soon as

possible, normally within 24 work hours, after the injury or illness has been sustained by the staff member or as soon as possible after the injury or illness has become known to the affected staff member. The staff member shall complete a "Staff member Report of Injury" form and return it to the Human Resources Office.

12.8. Tuition Reduction Programs.

12.8.1. Academic Participation for Staff and Retirees. A regular staff member may, with approval of his/her supervisor, enroll in Grand Valley State University courses tuition free, one of which may be taken during working hours each fiscal year. With the supervisor's approval, a staff member may take a second course during the staff member's lunch hour provided that travel and attendance at the class does not exceed their lunch hour. Staff members who take a class during lunch are not permitted to take additional paid time to eat lunch. If additional time is needed to attend the course and the supervisor approves, it must be made up during the same workday, taken as lost time, or taken as vacation. Retirees may enroll with the approval of the Human Resources Office. The materials describing the program are available through the Human Resources Office.

12.8.2. Reduced Tuition for Spouses, Household Members, and Eligible Dependents of Staff and Retirees. Spouses and eligible dependents of regular staff members and retirees are eligible for a fifty percent (50%) reduction of their tuition costs for all Grand Valley State University courses. Spouses, household members, and eligible dependents of regular staff members and retirees who use this benefit are subject to the admission and academic requirements of the University. The materials describing the program are available through the Human Resources Office.

12.9. Association Leave. A fund of 200 hours per contract year may be used to pay Association members for grievance processing, attending meetings and other Association activities necessitating time away from work. Such activities other than grievance processing require one week prior notice to the staff member's supervisor. Association members must obtain proper authorization from their supervisor(s) before they absent themselves from their work area. Such authorization shall not be unreasonably delayed.

12.10. I.D. Cards. Each staff member will be issued an identification card which must be surrendered upon termination. This card shall be used as identification when borrowing library books, cashing checks, for admission to free concerts and free athletic events and other occasions requiring identification.

12.11. Attendance at Community Events. The University encourages members of the COT staff to participate in the University's community events not directly job-related during office hours whenever such attendance does not unreasonably interfere with the ongoing work. Different events will appeal to different segments of the staff and not every person who desires may attend. It is the intent of the University to allow each COT staff member to use up to eight (8) hours per year for such events. Each staff member must have his/her supervisor's permission. Participation beyond the eight (8) hours during office hours may be arranged through the supervisor with the use of an appropriate amount of vacation or lost time.

12.12. Jury Duty. A staff member who loses time from his assigned responsibilities because of jury

duty will receive the difference between pay for jury duty and regular pay, provided the staff member works as much as possible when not on jury duty.

- 12.13. Pay for Military Duty. A staff member who loses time from work during his/her regular schedule of hours because of military training as a reservist or National Guardsman or due to a civil disturbance, not exceeding four (4) weeks per year, shall be paid the difference between his/her base military pay and his/her regular pay.
- 12.14. Travel Expense Reimbursement. If a staff member is authorized by the University to travel off-campus, the staff member will be reimbursed for expenses at a rate and in the same manner consistent with the Grand Valley State University Travel Policy. Staff members who use their own personal vehicles for University business shall be reimbursed for mileage in the same manner consistent with the Grand Valley State University Travel Policy. (Note: This shall include travel between the Allendale Campus and other Grand Valley State University sites.)
- 12.15. The Family Medical Leave Act. The Family Medical Leave Act will be followed in administering benefits. Contract provisions that provide greater benefits will be followed.
- 12.16. Personal Leave. In the event that any staff member group is granted personal leave time, the bargaining staff members covered by this agreement shall be granted an equal amount of personal leave to be used in accordance to the usage provisions as outlined for all staff member groups. The notice requirements shall be specified for other staff member groups after consultation with the GVSU COTA leadership

Section 13 Miscellaneous Provisions

- 13.1. Other Work Assignments. When a staff member's position has been temporarily eliminated or substantially reduced during slow periods, he or she may be assigned to other tasks without an increase or decrease in regular pay until the end of the slow period. Such involuntary transfers shall be held to a minimum.
- 13.2. Safety. Staff members are expected to observe all safety procedures and rules, use any designated safety equipment in the performance of their jobs, use care in their work to minimize hazards to themselves and to others, and to report unsafe conditions to their supervisor or the University's safety committee. Any injuries occurring on the job must be reported to the supervisor immediately. The University will take reasonable steps to investigate and remedy unsafe conditions which have been reported. The University recognizes its obligation to follow all federal and state laws and regulations.
- 13.3. Complete Agreement. It is the intent of the University and the Association that the provisions of this Agreement supersede all prior agreements and understandings, oral and written, expressed or implied, and shall govern the entire relationship for the length of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by such ruling is overturned. However, all other provisions of this Agreement shall continue in effect.

The University and Association agree to discuss the effect of any legally negated provision.

- 13.4. Evaluation. If an evaluation procedure is used, the written evaluation will be shown to the staff member before it is placed in the personnel file. Staff members will be permitted to comment on the evaluation and may include a written response in the file. Bargaining unit members will be informed of the general context upon which they will be evaluated. Evaluations are not subject to the grievance procedure unless the University chooses to use them as support for a disciplinary process.
- 13.5. Personnel Files. At reasonable times a Bargaining Unit member shall have the right to review the contents of his/her personnel file, excluding initial references of the University pertaining to said individual originating prior to initial employment. Such review shall be limited to three (3) times per year, except when a grievance involves a Bargaining Unit member, and the review shall occur outside the staff member's working hours. Any evaluative material originating after probation shall not be placed in a Bargaining Unit member's personnel record or file unless he or she has been given a copy of said material. The Bargaining Unit member may submit a written notation regarding such material. If a Bargaining Unit member is requested to sign material to be placed in his or her file, such signature shall be understood to indicate his or her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- 13.6. Parking. The University will provide open parking to staff members covered by this Agreement. It is the University's intent to provide open parking as near to the staff member's work area as possible, consistent with current practices.
- Discipline for job-related parking violations shall be subject to the "just cause" provisions of this Agreement.
- 13.7. Municipal Taxes. The University and Association recognize that staff members may be subject to municipal taxes (e.g., Grand Rapids City Income Tax). Clerical, Office, and Technical staff members will be treated in the same manner as all other University staff members with respect to municipal taxes.
- 13.8. Technology. In the event that the expansion of new technology makes skills obsolete, the University agrees to make reasonable efforts to make available training opportunities to staff members to improve existing skills or develop new skills so that staff members may better serve the needs of the University. Nothing in this Agreement shall be construed to limit the University's right to introduce new electronic technology.
- 13.9. Faculty/Staff Assistance Program. If the University continues to offer a Faculty/Staff Assistance Program (FSAP), staff members covered by this Agreement will be eligible to participate. The primary objective of such a program is to provide an opportunity both for effective assistance and treatment of individuals in need of help, and for a more effective way of helping staff members who are experiencing personal problems. Involvement in the FSAP will not jeopardize job security and/or promotional opportunities. All problems and records handled through this program will be treated in a strictly confidential manner.
- 13.10. Drug-Free Schools/Workplace. The Drug-Free Schools and Communities Act Amendments of

1989 and the Drug Free Workplace Act of 1989 requires that the University adopt and implement a program to prevent the illicit use of drugs and the abuse of alcohol by students, faculty and staff, and to provide a drug free workplace. Staff members covered by this Agreement are subject to the University's Drug-Free Schools and Communities Act Amendments of 1989 and Drug Free Workplace Act of 1989 policy.

- 13.11. COT Staff Teaching and Presenting Programs. At various times Clerical, Office, and Technical (COT) staff may be asked to present various training programs (e.g., Academic Computing and Instructional Technology programs) outside of their identifiable duties and responsibilities during their regularly scheduled work hours. If a staff member is asked on occasion to present a program and volunteers, he/she will be permitted to do so without it affecting the status or compensation of staff member's COT position.

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

Section 14 Ratification, Termination and Modification

- 14.1. Negotiations Procedure. Upon written notice given by one party to the other at least thirty (30) days in advance, negotiations for a successor agreement will begin. The Association and the University agree to negotiate over a successor agreement in good faith and make an effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. An Agreement so reached shall be put in writing, signed by the University and the Association and all shall apply to the entire Bargaining Unit.
- 14.2. Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Local President and if to the University, addressed to the Assistant Vice President for Human Resources, Grand Valley State University, or any such address as the Association or the University may make available to each other.
- 14.3. Termination. This Agreement shall become effective as of October 1, 2008 and continue in effect until September 30, 2011.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed: September 15, 2008

For the Association:

For the University:

/s/

/s/

Negotiations Chairperson

Associate Vice President for Human Resources

/s/

/s/

Negotiations Committee

Director of Staff Relations

/s/

/s/

Negotiations Committee

Human Resources Representative

/s/

/s/

Negotiations Committee

Director of User Services, GVSU Libraries

/s/

/s/

Negotiations Committee

Director, EXCEL Program

/s/

Uniserv Director

APPENDIX A
 Clerical, Office and Technical
 Position Titles and Compensation Classification Level

<u>Position Title</u>	<u>Compensation Classification Level</u>
Admissions Communication Clerk.....	C1
Clerical Aide.....	C1
Accounting Clerk.....	C2
Accounting Data Entry Clerk-Facilities.....	C2
Bookstore Clerk.....	C2
Copy Control / Receiving Clerk- Pew Campus.....	C2
Copy Services Clerk.....	C2
Customer Service Clerk.....	C2
Library Associate.....	C2
Medical Coder/Biller.....	C2
Records Clerk.....	C2
Secretary.....	C2
Academic Department Coordinator.....	C3
Accounting/Collections Assistant.....	C3
Accounting Assistant.....	C3
Accounts Payable Assistant.....	C3
Admissions Communication Coordinator.....	C3
Annual Giving Coordinator.....	C3
Assignments Coordinator, Housing.....	C3
Bookstore Inventory Coordinator.....	C3
Bookstore Receiving Coordinator.....	C3
Business Services Coordinator.....	C3
Continuing Education Coordinator.....	C3
Copy Center/ Receiving Coordinator, PEW Campus.....	C3
Customer Services Coordinator, Bookstore.....	C3
Data Base Coordinator.....	C3
Development Events Coordinator, WGVU.....	C3
Financial Aid Assistant.....	C3
Foundation/Special Events Coordinator.....	C3
Gift Processing Coordinator.....	C3
Library Senior Associate.....	C3
Office Coordinator.....	C3
Parking Systems Coordinator.....	C3
Payroll Coordinator.....	C3
Police Records Coordinator.....	C3
Records Assistant.....	C3
Seidman Project Assistant.....	C3
Steelcase Library Assistant/Circulation Assistant.....	C3

<u>Position Title</u>	<u>Compensation Classification Level</u>
Television Traffic Coordinator	C3
Testing Coordinator.....	C3
Tutoring Assistant.....	C3
Writing Center Coordinator.....	C3
Acad Records/Doc Mg Coordinator	C4
Accounting Systems Assistant	C4
Accounts Payable Asst.....	C4
Advising Program Assistant.....	C4
Alumni Relations Assistant.....	C4
Bookstore Financial Assistant	C4
Campaign Asst - Development.....	C4
CLAS Dean's Office Asst	C4
Conference Services Assistant.....	C4
Continuing Education Assistant/Holland & Traverse City.....	C4
Criminal Justice Assistant.....	C4
Development Data Asst WGVU.....	C4
Development Gift Asst.....	C4
Event Services Assistant.....	C4
FTLC Assistant.....	C4
Facilities Planning Assistant.....	C4
Facilities Services Assistant	C4
Fieldhouse Mgt Office Asst	C4
Graduate Studies and Grants Administration Assistant.....	C4
Honors College Asst.....	C4
Housing Asst	C4
Information Technology Asst.....	C4
Library Specialist.....	C4
Long Term Loan Assistant	C4
MAREC Asst	C4
Multicultural Assistant.....	C4
Padnos International Ctr Asst.....	C4
Payroll Asst	C4
Payroll Systems Assistant.....	C4
Pew Camp/RegCtr Opr Asst	C4
Pew Camp/Reg Ctr Security Asst.....	C4
Philanthropy Assistant.....	C4
Planned Giving Assistant.....	C4
Public Safety Assistant.....	C4
Purchasing Assistant.....	C4
Records Auditor.....	C4
Regional Math & Science Assistant.....	C4
Research & Development Asst	C4
Research and Development Assistant	C4
Residence Life Asst.....	C4

<u>Position Title</u>	<u>Compensation Classification Level</u>
Student Life Asst	C4
Student Services Assistant.....	C4
TRIO Upward Bound Assistant (UB, UBMS, MCNAIR).....	C4
Van Andel Global Trade Institute Assistant	C4
Water Resources Institute Assistant.....	C4
WMSTI Asst	C4
Administrative Assistant	C5
Admissions Office Assistant	C5
Charter Schools Assistant	C5
News and Information Services Assistant	C5
Student Employment Assistant	C5
TV Equipment Operator	T1
Copy Services Tech	T2
Laboratory Assistant.....	T2
Computer Operator II	T3
Media Services Technician	T3
Architectural Assistant.....	T4
Laboratory Technician.....	T4
Media Services Assistant	T4
Electronic Services Engineer	E1
TV Engineer	E1
Energy Management Engineer.....	E2
Telecommunications Project Specialist.....	E2
Telecommunications Specialist.....	E2
TV Maintenance Engineer	E2

APPENDIX A WAGES

Effective October 1, 2008, staff members will be placed on the following wage schedule based on the staff members' current compensation classification level. Step placement will be determined by advancing each staff member one step from his/her existing step as of September 30, 2008.

CLERICAL

STEP	C1	C2	C3	C4	C5
1	\$12.50	\$13.35	\$14.19	\$16.03	\$17.59
2	\$13.16	\$14.03	\$14.89	\$16.88	\$18.50
3	\$13.89	\$14.89	\$15.88	\$17.88	\$19.60
4+	\$15.52	\$16.58	\$17.65	\$19.80	\$21.79
4+*	\$15.75	\$16.81	\$17.88	\$20.02	\$22.02

TECHNICAL

STEP	T1	T2	T3	T4
1	\$14.56	\$15.78	\$17.24	\$18.69
2	\$15.39	\$16.63	\$18.12	\$19.60
3	\$15.88	\$17.13	\$18.62	\$20.23
4+	\$17.51	\$19.12	\$20.73	\$22.45
4+*	\$17.74	\$19.34	\$20.96	\$22.68

ENGINEERING

STEP	E1	E2
1	\$21.49	\$23.31
2	\$22.60	\$24.58
3+	\$25.14	\$27.26
3+*	\$25.37	\$27.49

+Development pay is effective on October 1, 2008 for any staff member who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2.5% of his/her new hourly rate. Any staff member who has received the 2.5% increase for 11 years and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years), shall receive in addition to the increase in the schedule 3.5% of his/her new hourly rate instead of 2.5%. The method of payment is subject to the terms in the Letter of Agreement Re: Development Pay. The University may change the method of this payment.

*Anyone hired before October 1, 2008 has had an insurance adjustment added to the top step.

APPENDIX A WAGES

Effective October 1, 2009, staff members will be placed on the following wage schedule based on the staff members' current compensation classification level. Step placement will be determined by advancing each staff member one step from his/her existing step as of September 30, 2009.

CLERICAL

STEP	C1	C2	C3	C4	C5
1	\$12.88	\$13.75	\$14.62	\$16.51	\$18.12
2	\$13.55	\$14.45	\$15.34	\$17.39	\$19.06
3	\$14.31	\$15.34	\$16.36	\$18.42	\$20.19
4+	\$15.99	\$17.08	\$18.18	\$20.39	\$22.44
4*	\$16.22	\$17.31	\$18.42	\$20.62	\$22.68

TECHNICAL

STEP	T1	T2	T3	T4
1	\$15.00	\$16.25	\$17.76	\$19.25
2	\$15.85	\$17.13	\$18.66	\$20.19
3	\$16.36	\$17.64	\$19.18	\$20.84
4+	\$18.04	\$19.69	\$21.35	\$23.12
4*	\$18.27	\$19.92	\$21.59	\$23.36

ENGINEERING

STEP	E1	E2
1	\$22.13	\$24.01
2	\$23.28	\$25.32
3+	\$25.89	\$28.08
3*	\$26.13	\$28.31

+Development pay is effective on October 1, 2009 for any staff member who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2.5% of his/her new hourly rate. Any staff member who has received the 2.5% increase for 11 years and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years), shall receive in addition to the increase in the schedule 3.5% of his/her new hourly rate instead of 2.5%. The method of payment is subject to the terms in the Letter of Agreement Re: Development Pay. The University may change the method of this payment.

*Anyone hired before October 1, 2008 has had an insurance adjustment added to the top step.

APPENDIX A WAGES

Effective October 1, 2010, staff members will be placed on the following wage schedule based on the staff members' current compensation classification level. Step placement will be determined by advancing each staff member one step from his/her existing step as of September 30, 2010.

CLERICAL

STEP	C1	C2	C3	C4	C5
1	\$13.27	\$14.16	\$15.06	\$17.01	\$18.66
2	\$13.96	\$14.88	\$15.80	\$17.91	\$19.63
3	\$14.74	\$15.80	\$16.85	\$18.97	\$20.80
4+	\$16.47	\$17.59	\$18.73	\$21.00	\$23.11
4+*	\$16.71	\$17.83	\$18.97	\$21.24	\$23.36

TECHNICAL

STEP	T1	T2	T3	T4
1	\$15.45	\$16.74	\$18.29	\$19.83
2	\$16.33	\$17.64	\$19.22	\$20.80
3	\$16.85	\$18.17	\$19.76	\$21.47
4+	\$18.58	\$20.28	\$21.99	\$23.81
4+*	\$18.82	\$20.52	\$22.24	\$24.06

ENGINEERING

STEP	E1	E2
1	\$22.79	\$24.73
2	\$23.98	\$26.08
3+	\$26.67	\$28.92
3+*	\$26.91	\$29.16

+Development pay is effective on October 1, 2010 for any staff member who is on the top step of the salary schedule and who did not receive an October 1 step advancement because of being on the top step, and has completed an approved development program within the past three years, shall receive in addition to the increase in the schedule 2.5% of his/her new hourly rate. Any staff member who has received the 2.5% increase for 11 years and has completed two additional approved development programs within the previous three years (a total of 3 in the previous three years), shall receive in addition to the increase in the schedule 3.5% of his/her new hourly rate instead of 2.5%. The method of payment is subject to the terms in the Letter of Agreement Re: Development Pay. The University may change the method of this payment.

*Anyone hired before October 1, 2008 has had an insurance adjustment added to the top step.

LETTER OF AGREEMENT

RE: Approved Development Program APPENDIX "A" guidelines

PURPOSE OF DEVELOPMENT PROGRAM

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

WHAT CONSTITUTES AN APPROVED DEVELOPMENT PROGRAM?

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

To be eligible for the 2.5% pay factor, an eligible staff member must take an approved program within 3 years prior to the beginning of the latest contract year (October 1st). The approved program may be either a "non-technical" or a "technical" development program.

To be eligible for the 3.5% pay factor an eligible staff member must take at least 3 approved programs within 3 years prior to the beginning of the latest contract year. The 3 approved programs must include at least one "technical" program and at least one "non-technical" development program. For example, to be eligible for the 3.5% pay factor, the staff member must have completed at least 15 years of service prior to October 1, 2002 and have taken 3 approved development programs since October 1, 1999.

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

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

Payment of the 2.5% or 3.5% factors will be included in the base pay for both full and part-time eligible staff members and will be paid on a bi-weekly basis. Such payment will be included for the purposes of calculating overtime and shift premiums pursuant to the Fair Labor Standards Act.

WHO APPROVES PROGRAMS/SEMINARS?

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

PROOF

To receive the proper compensation COT staff members will be required to submit information online (www.gvsu.edu/hro) for their supervisor's approval, identifying the program(s) or seminar(s), and date(s) taken, to the Human Resources Office by September 30th each year.

Date: September 15, 2008

/s/

Robert Kwiatkoski
Uniserv Director
GVCOTA/MEA

/s/

Maggie McCrystal
Director of Staff Relations
Grand Valley State University

LETTER OF AGREEMENT

RE: Insurance Committee

1. University will meet quarterly with the Union Insurance Committee.
2. Purposes of meeting is for Union and University to inform, obtain input and opinions, share wellness initiatives, discuss the University's costs of health insurance plan, etc.
3. COTA representatives to committee shall be selected by their Executive Board
4. At least once each academic semester, the University will invite representatives from each staff group at GVSU to the same meeting to discuss GVSU's health insurance. (COTA, POLC, AFSCME, Confidential, AP and Faculty)
5. Either party may terminate this Letter of Agreement at any time with 30 days notice.

Date: September 15, 2008

/s/

Robert Kwiatkoski
Uniserv Director
GVCOTA/MEA

/s/

Maggie McCrystal
Director of Staff Relations
Grand Valley State University

LETTER OF AGREEMENT

RE: Retiree Prescription Drug Insurance Coverage

Grand Valley State University and COTA agree that should the University offer retiree prescription drug coverage to any employee group on campus during the life of this agreement, such coverage will also be offered to current COTA staff members. Such coverage will also be offered to any retired member who elected retirement during the life of the agreement. This is in addition to the current NPAY prescription discount program that is available for all GVSU retirees.

Date: September 15, 2008

/s/

Robert Kwiatkoski
Uniserv Director
GVCOTA/MEA

/s/

Maggie McCrystal
Director of Staff Relations
Grand Valley State University

LETTER OF AGREEMENT

RE: "Personal Vacation" Day

1. One "personal vacation" day (available in no less than 2 hour increments) per staff member per calendar year to be taken out of accrued vacation time.
2. Staff must notify their supervisor prior to the end of the staff member's shift on the day prior to the requested "personal vacation" day.
3. No more than one employee per supervisor per day may use a "personal vacation" day without supervisor approval. More staff may use accrued vacation time with supervisor approval.
4. "Personal vacation" days shall generally not be taken during department designated lockout or blackout days.
5. No "personal vacation" days during GVSU unusual or emergency situations.
6. This Letter of Agreement will expire at the end of the 08-11 contract, but use of "personal vacation" days will be reviewed for possible inclusion in next contract.

Date: September 15, 2008

/s/

Robert Kwiatkoski
Uniserv Director
GVCOTA/MEA

/s/

Maggie McCrystal
Director of Staff Relations
Grand Valley State University