AGREEMENT
BETWEEN
GRAND VALLEY STATE UNIVERSITY
AND
LOCAL UNION NO. 2074 and AFSCME MICHIGAN
AND
THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Maintenance --Grounds-- Service

GRAND VALLEY STATE UNIVERSITY IS AN EQUAL OPPORTUNITY EMPLOYER

Allendale and Grand Rapids Campuses

5/1/2025 – 4/30/2029

AFSCME 2074
American Federation of State, County, and Municipal Employees.

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PREFACE

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the University, its employees and the Union.

The parties recognize that the best interests of the University, its students and the job security of the employees depend upon the University's success in operating a state University in the most efficient manner to serve the needs of the people of the State of Michigan.

To these ends, the University and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. It is understood that all University policies will be applied to all staff in the same manner.

Section 1 Agreement

THIS AGREEMENT entered into this 1st day of May, 2025, between the BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY (hereinafter referred to as the "University") and the LOCAL UNION NO. 2074 and AFSCME MICHIGAN AND THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO) (hereinafter referred to as the "Union").

WITNESSETH:

Section 2 Recognition of Union

2.1 Legal Basis. The Michigan Labor Mediation Board having conducted a representation election on December 19, 1966, and the Michigan Labor Mediation Board having certified the Union as the exclusive bargaining agent, the University hereby recognizes the Union as the exclusive representative of those employees described below 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.

2.2.1 Definition. This bargaining unit shall be for all regular employees working in Custodial Services, Grounds Maintenance, Building Maintenance and Material and Mail Distribution and Service Staff at Grand Valley State University, excluding from the foregoing all office and clerical employees, security employees and guards, students, temporary or executive and supervisory employees.

2.2.2 Applicability. This Agreement shall apply to all regular employees working in the bargaining unit described above at Grand Valley State University.

2.3. Definition of Employee. The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean a person appointed by the University to work in a position (either full-time or part-time) included in the above described bargaining unit for an undetermined period of time; i.e., for a period of time not specifically limited in duration. The term "regular" employee as used in this Agreement shall mean a person working in a position on a full-time or part-time basis. Such part-time or full-time employees are classified as "probationary" until they have successfully completed the designated probationary period. The term "regular" employee does not apply to those individuals working as a "student employee", "temporary employee", or "project employee."

A. Full-time Employee. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per week.

B. Part-time Employee**.** The term "part-time employee" shall mean an employee whose normal schedule of work is at least twenty (20) hours, but not more than twenty-five (25) hours per week. Part-time employees are not eligible to sign the overtime list.

C. Student Employee. It is recognized by the Union 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 regular employee covered by this Agreement be laid off or take a reduction in pay as a result of student employment in an operational district of the University.

D. Probationary Employee. The term "probation" or "probationary employee" shall mean any employee who has served less than six (6) calendar months actually worked (days that fall during absences do not count toward the six-month probationary period) in the University's employment since the employee's last employment date. If the total number of days missed in the six (6) month period does not exceed ten (10) work days, the probationary period will not automatically be extended. The Union shall represent probationary employees only for the purpose of wages, hours and conditions of employment, maintaining accordance with the non-discrimination provisions in this agreement and not for discharge or discipline

E. Temporary Employee – Allendale and Grand Rapids. The term "temporary employee" in this Agreement shall mean any individual or individuals who have been appointed to work in a position included in the above-described bargaining unit for the following purposes:

a) a specific project.
b) for the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation
c) augmenting the regular workforce of employees to meet the requirements of the University due to increased workloads or other conditions that may create short term staffing shortages.

The determination of engaging a temporary employee rests in the independent judgment and complete discretion of the University. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit. Temporary employees may only exceed vacancies or leaves by two (2) per campus. In addition, two (2) temporary employees may be used for seasonal employment during the months of May through August. All temporary assignments may be extended by mutual agreement.

A temporary employee will be used no more than an average of 29 hours per week in a calendar year. When requested, the University will provide the Union with a list of all temporary employees working in bargaining unit positions, and the hours they have worked.

As soon as positions become vacant the University will post and advertise and make every effort possible to complete the hiring process within 90 days or will inform the union if this is not fulfilled. The University will always be available and willing to discuss any aspect of the hiring process when openings occur. But in no case shall temporary employees work overtime unless on a holdover basis or because no regular employee is available in that classification. If a temporary employee should become a regular employee, their date of hire shall be the last date they were hired as a temporary employee, but all fringe benefits accrue as of the date of hire as a

regular full-time or regular part-time employee. Temporary employees who become regular shall serve the probationary period as described.

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2.4 Representation. It is agreed that there are currently six (6) representation districts in the Allendale Campus/Pew and Regional Campus, which are presently identified as:

1. Custodial - 1st Shift
2. Custodial - 2nd Shift
3. Custodial - 3rd Shift
4. Grounds
5. Maintenance (including Material and Mail Handlers)
6. Pew and Regional Campus

The University and the Union may change the number of representation districts or redistrict the unit from time to time by mutual written consent.

Section 3 Responsibilities of Agreeing Parties

3.1 Responsibilities of Agreeing Parties (Union)

3.1.1 Coercion, Intimidation, Solicitation. The Union agrees that it will not coerce or intimidate any employee regarding Union membership or activity subject to the provisions of Section 4.1. Unless specifically permitted herein, the Union agrees further that there shall be no solicitation of employees for Union membership, payment of dues, or conducting of Union business on the University's time.

3.1.2 Strikes and Interference. The Union and its officers and agents agree that they shall not authorize or conduct a strike against the University because the grievance and arbitration procedure herein provides an orderly procedure for settlement of disputes concerning the application of the terms of this Agreement and because it is not lawful for public employees to do so. The Union and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slow-downs, stoppages of work, or in any acts of a similar nature which interfere with the orderly operation of the University. They also agree that they will not otherwise permit the existence of or continuance of any of the above acts. In the event of a violation of the provision, the Union will take affirmative action to terminate and to remedy such violation.

3.1.3 Non-Discrimination. The Union agrees that it will not in anyway, in matters of membership, administration of Union affairs, or in the administration of this Agreement, discriminate against any employee because of age**,** color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, union membership, veteran status, or weight, as required by law. The Union 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 Responsibilities of Agreeing Parties (University)

3.2.1 Retention of Rights. The University, by this Agreement, reserves and retains solely its management rights and functions except as they are clearly and expressly limited by this Agreement. Such rights, by way of illustration, include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces; (2) the right to change or introduce new or improved operation, methods, means or facilities; (3) the right to hire, schedule, promote, demote, transfer, release, and layoff employees; (4) the right to suspend, discipline, and discharge employees for cause; (5) the right to establish Rules and Regulations which shall be published and issued to each employee or posted on bulletin boards, and it is understood that the Rules include any illegal acts; (6) the right to subcontract such portions of the work which may be done by bargaining unit employees as the University deems to be in its best interest; and to otherwise maintain an orderly, effective and efficient conduct of its affairs. The University agrees not to "lock-out" the employees during the term of this Agreement.

The employer will inform the union leadership, during monthly meetings or as projects are known, of subcontracting operations to allow the union the opportunity to participate in the pre-bid process.

In the event that the University is considering subcontracting of a University operation that affects employees and are represented by this bargaining unit, the University will call a special conference with the Union at least one 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 Union shall be given an opportunity to respond, within the 30 days, 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 University will reassign qualified employees, to another position at the University subject to section 8.4.A of this contract. Employees moving to a lower paying classification shall be paid at the lower pay, effective at the time of the reassignment. If the University is unable to make such a reassignment, then the Union and the individual(s) involved shall be given 2 weeks notice of layoff.

3.2.2 Non-Discrimination. The University agrees that it will not discriminate against any qualified employee in matter of employment, promotion, demotion and assignment because of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, union membership, veteran status, or weight, as required by law. The Union 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 Aid to Other Unions. The University will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization regarding employees in this bargaining unit for the purpose of undermining the Union.

3.3 Employee Rights. No employee shall be required to accept an order which is unduly hazardous to their or a co-worker's health or which jeopardizes their or a co-worker's life. All other orders shall be complied with, subject to the grievance procedure. Unduly hazardous

is defined as a reasonable and good faith belief that there is an abnormally and imminently dangerous condition that exists which is not normally inherent in the nature of the job.

3.4 Provision of Lists. The University agrees to supply to the Union's agent upon written request the names of the persons working in regular positions included in the bargaining unit, except that such listings shall not be requested more frequently than one (1) time during any sixty (60) day period. The University agrees to provide the Local Union President with the names of newly hired bargaining unit employees within twenty (20) days of hire.

3.5 Orientation-New Employees. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and their rights and responsibilities, thereunder, the Employer will allow the Local Union President or their designee an opportunity to meet with the new bargaining unit member within thirty (30) days of their arrival within the local Union's jurisdiction subject to provision of Section 3.1.1. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and should not exceed 30 minutes.

3.6 P.E.O.P.L.E. Check-off. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 4 Union Dues

4.1 Authorization for Union Dues. The University will honor voluntary dues or payment deduction authorizations submitted in writing to the University on a form provided for this purpose. The Union shall develop such a form which shall clearly identify the purpose and frequency of the deduction. The Local Union President or their Designee shall certify to the University the amount of dues or, service fee and/or initiation fee and the University may rely upon such certification in deducting the dues and fees. Deduction authorizations shall be effective in the next available pay period after January 1, 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 receive paychecks at that time. The total amount deducted shall be sent to AFSCME-Michigan, as soon as practicable after the deductions are made. The University shall have no responsibility for the collection of special assessments or any other deductions, except as provided herein. The University agrees to provide to the Union each month a list of employees for whom deductions were executed.

4.2 Cancellation of Union Dues. An employee may cancel their payroll deduction authorization at any time by written notification to the University on a form provided by the University for this purpose. The cancellation shall then be effective the next following pay period for which the normal deduction would have been made.

4.3 Limit of University's Liability. The University shall not be liable to the Union 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 made from wages earned by employees.

4.4 Indemnification. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of Section 4.

Section 5 Conferences

5.1 Special Conferences. Special conferences for important matters may be arranged between the Local President and the AVP for the specific campus 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 Union. 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 Union shall not lose time or pay for time spent in such special conferences. Facilities Services 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.

5.2 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 their immediate manager. The employee may submit the complaint in writing. If necessary, the employee may also discuss the complaint with the AVP for the specific campus. The employee may have the assistance of their steward in presenting the complaint. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than five (5) business days, unless the time for an answer is extended by mutual agreement. If the employee and the Union are dissatisfied with the answer they may request a Special Conference.

Section 6 Grievances

6.1 Definition. Grievances within the meaning of the grievance procedure and the arbitration clause shall consist only of disputes about the interpretation or application of this Agreement and about alleged violations of this Agreement.

6.2 Procedure.

Step 1. When an employee has a grievance, the employee shall consult the manager no later than fourteen (14) business days from the date of the occurrence. The employee and/or

steward shall identify the section of the Agreement alleged to have been violated. The steward may be present at this meeting if the employee requests. The manager shall answer the complaint orally no later than five (5) business days from the consultation. If the employee is not satisfied with the manager's answer, the grievance may be filed in writing at Step 2.

Step 2. The employee or Chief Steward shall submit the grievance on the prescribed form to the Human Resources Office representative no later than ten (10) business days from the manager's oral answer. The grievance shall be signed by the employee and Chief Steward and shall identify the section of the Agreement alleged to have been violated. The Human Resources Office representative shall arrange a meeting to be scheduled to occur within ten (10) business days of receiving the notice, and may elect to have other representatives at the meeting. The grievant shall attend the Step 2 meeting. Representing the Union shall be the Chief Steward and/or Local President and/or Union representatives of AFSCME Michigan or the International Union. The District Steward may attend the Step 2 meeting. The Human Resources Office representative shall prepare a written decision on the prescribed form no later than ten (10) business days following the meeting.

The Union may initiate Union grievances at Step 2 of the grievance procedure. A Union grievance is defined as a grievance in which a specific right given to the Union by this Agreement has been violated (such as: collection of dues or representation) or involves a matter of policy that will affect the entire bargaining unit (such as the application of rules or regulations). This does not cover individual issues (such as discharge or discipline, or assignment of overtime).

6.3 Pre-arbitration Conference. If the Local Union is not satisfied with the answer at Step 2, it shall notify AFSCME Michigan of its dissatisfaction and the Council may then contact the Human Resources Office representative in writing within ten (10) business days from the Chief Steward's receipt of the written answer and request that a Pre-arbitration Conference be scheduled for the purpose of restating the Union's and the University's positions. Such conference shall be scheduled to occur as soon as possible between the Human Resources Office and the representative of AFSCME Michigan. The Human Resources Office shall confirm the date, time and location of the meeting with the Local President. Union participants in this Conference shall be limited to the District Steward, Chief Steward, Local President and representatives from AFSCME Michigan and/or the International Union. The University's participants in this Conference shall include at least one person other than the University's representatives who answered the grievance at a previous step.

6.4 Arbitration. If the employee and the Union wish to request arbitration, they shall do so in writing no later than thirty (30) business days from the pre-arbitration conference. Controversies referred to arbitration shall be limited to those concerning compliance with the terms of this Agreement by the University and the Union. The parties shall attempt to select an Arbitrator on an AD HOC basis. In the event the parties are unable to mutually agree upon an Arbitrator, the moving party shall then submit the matter to the American Arbitration Association. Grievances shall be heard in accordance with the published rules of the American Arbitration Association. Upon the selection of an arbitrator, the Union will accept a hearing date within six (6) months from the date the request for arbitration was filed, if provided by the arbitrator. Failure of the Union to meet any of these guidelines will result in the grievance being considered permanently settled. 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 their discretion for that of the University or the Union, nor shall the arbitrator exercise any responsibility or function of the University or the Union. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and Union except those expenses associated with compensating the representatives and witnesses. The Local Union President and/or Chief Steward shall suffer no loss of pay for attending the arbitration hearing, but in no situation will the Local Union President and/or Chief Steward be compensated for more than eight (8) hours at straight-time on the date of the hearing. Witnesses, including the grievant(s), shall not suffer a loss of pay if they testify during their scheduled work hours. 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 Union and its members, the employee or employees involved, and the University. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any 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 or the Union meeting and arriving at mutually agreed-upon binding decisions prior to arbitration.

The parties agree that the University will not alter schedules for the purpose of avoiding to pay witnesses and grievants for attending an arbitration hearing. Likewise, the University will not alter schedules for the purpose of avoiding the work schedule differential.

The parties agree that although the University retains the right to assign witnesses and grievants to perform the duties of their position while they are not testifying in an arbitration hearing, the University does not intend to interfere with the Union's ability to use witnesses.

6.5 Time Limit. All grievances shall be considered permanently settled if they are not filed at the next step in accordance with the prescribed time limits and on the prescribed form. The time limits stated in this Section may be extended by mutual consent, and a grievance may be withdrawn without prejudice by mutual consent. Any grievance not answered by the University within the prescribed time limits may be moved to the next step in the grievance procedure.

6.6 Investigation and Representation. The investigator of a grievance (Local President, Chief Steward, District Steward or their alternate) shall be allowed time off their job without loss of time or pay to investigate a grievance they are to discuss or have discussed with the University upon having received permission from their manager to do so. If the investigator of a grievance wants to discuss the matter with an employee during working hours, the investigator must receive permission from the employee's manager. The manager will grant permission as soon as reasonably possible and provide sufficient time to leave work for these purposes, subject to necessary emergency exceptions. This privilege is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. These employees will perform their regularly-assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference. Upon request, the Local President, Chief Steward, and/or District Steward shall be allowed time off their job without loss of pay to attend a grievance meeting.

6.7 Individual and Union Rights. Nothing contained in this Section shall be construed as limiting the right of any individual employee to present grievances to University officials and to have those grievances adjusted without the intervention of the Union, except that the adjustment shall not be inconsistent with this Agreement and the Union shall be given the opportunity to be represented at such adjustment and shall be furnished a copy of written materials related to the adjustment of the grievance if so requested. The decision of an employee not to file a grievance will not create a precedent in application of the contract.

6.8 Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, judicial proceeding or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 2. The employee must make their election within five (5) working days after the Step 2 answer is received. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 7 Discharge or Discipline

7.1 Investigation. Suspension not to exceed five (5) working days may be imposed, in extreme circumstances, to allow time for a complete investigation. If no discipline results, pay will not be interrupted during suspension. The University agrees to notify the affected employee, and the designated union representative, at the time of suspension of the allegations being investigated. The University will make available an area for the employee to discuss the suspension with the Union prior to the employee being required to leave University property, except when such a circumstance is so extreme as to warrant immediate removal, which will remain at the discretion of the University. For descriptive purposes only, a circumstance extreme enough for immediate removal includes, but is not limited to: fighting, possession of a weapon, threats, bodily harm, sexual harassment and other similar acts, and abusive language.

For all discipline, investigations, and decisions implicating a Title IX violation, the procedures followed will be in accordance with University Title IX policies.

7.2 Discipline. Discipline is either work related or a work rule violation. Discipline includes warnings (documented verbal warnings and written warnings), disciplinary layoffs, and reductions in rank or termination of employment. Disciplinary steps are intended to be progressive and constructive in nature.

When discipline is imposed, the University will inform the staff member of the charges against them and their right to contact the AFSCME Local #2074 for representation. In the event that the district steward is not available, an alternate steward, the Union President, or the Chief Steward may be designated as the union representative.

Copies of official warnings for the employee's personnel file will be sent to the Human

Resources Office who will then forward a copy to the Union President and Chief Steward, unless the staff member requests that no notification be provided.

In cases of disciplinary layoff or termination, the staff member will be allowed to meet with a union representative before the staff member is required to leave the property of the University. In the event that the staff member desires to decline Union representation, they are required to sign the "Voluntary Release from Representation by AFSCME Local #2074" form. The University shall notify the union of actions taken.

Table 1 outlines the types of documentation that may be required, where record of that documentation will be retained, and the parties who will be notified, if a course of formal discipline is taken and become part of the employee's permanent personnel file.

Table 1

	Documented Verbal Warning	Written Warning	Disciplinary Layoff	Termination
Discipline	Yes	Yes	Yes	Yes
Manager File	Yes	Yes	Yes	Yes
HR Personnel File	No*	Yes	Yes	Yes
Union Notified	No*	Yes	Yes	Yes
HR Notified	No*	Yes	Yes	Yes

*Documentation must be produced if escalating to a higher level of discipline

For all discipline, investigations, and decisions implicating a Title IX violation, the procedures followed will be in accordance with University Title IX policies.

7.3 Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance shall be presented in writing as provided in the grievance procedure. In cases of discharge, the grievance shall advance to Step 2 of the grievance procedure immediately and the Human Resources Office representative will review the discharge and give an answer within three (3) regularly-scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the grievance may be handled according to the arbitration provisions of Section 6 herein.

7.4 Use of Past Record. In imposing any discipline, the University will not take into account prior infractions of one (1) year for documented verbal warnings and two (2) years for disciplines of written warning or above. However, there may be exceptions in cases of serious misconduct or where the conduct of the employee shows a pattern serious enough to warrant further discipline. If there is a last chance agreement, discussions will include duration and/or other factors. An employee may request review of a last chance agreement after 2 years.

Section 8 Seniority

8.1 Definition. For the purposes of this section, "seniority date" shall mean the day on which an employee last began employment as a regular employee, even though in a probationary status. For the purposes of vacation, income protection, the retirement plan and other staff benefits earned by employment service, the provisions of the sections of this Agreement which provide for benefits shall determine the necessary service duration for each benefit. Accrued seniority rights shall be transferable between full-time and part-time positions.

8.2 Determination of Seniority. Seniority records shall be maintained by the University and shall be based on the employee's seniority date. The University shall maintain current records on seniority for use in the application of these provisions and they shall be available whenever a Union representative shall raise a question of seniority. Such lists and records shall also show the job title and latest employment date with the University for each person, and a copy of the list shall be furnished to the Union every six (6) months, upon request.

8.3 Loss of Seniority. An employee shall lose seniority if:

A. The employee retires, is discharged for just cause or quits (An employee shall be considered to have quit on the last day of work if they are absent from work for three or more consecutive working days without notifying their manager unless the employee is prevented from giving such notice by some causes beyond the employee's control.);

B. The employee does not return to work upon expiration of a leave of absence. If timely requested, the University may approve exceptions;

C. The employee fails without approved reason to return to work from layoff within ten (10) calendar days after being notified of recall by the University, provided there is acceptable proof that the employee had notice of the recall;

D. The employee has been on layoff for a period longer than eighteen (18) months, or the employee's length of seniority at the beginning of the layoff, whichever is lesser;

E. The employee has been reassigned to a non-bargaining unit position with the University. Temporary assignments may be made with no loss of seniority for a period not longer than one (1) year. No employee shall be required by the University to accept any position outside of the bargaining unit; or,

F. The employee fails to return to work at the end of a sick leave or extended sick leave. If timely requested, the University may approve exceptions.

8.4 Application of Seniority. Seniority shall be the controlling factor in the following situations:

A. Layoffs. When employees are laid off because of lack of work, the employee with the latest seniority date shall be laid off first, the employee with the next latest seniority date second, and so on provided that those remaining have the ability to do the work which is available.

1. In the event of a layoff, all temporary employees within the affected classification shall be laid off first followed by all probationary employees in the affected classification.

2. Thereafter, regular part-time employees will be laid off with the least senior part-time employee being laid off first and so on through the seniority list. In the event that a part-time employee had transitioned from a full-time position within 24 months of the necessary layoff, they will be treated as a full-time employee for the purposes of layoff order determinations.

3. After all temporary, probationary, and regular part-time employees have been laid off, regular full-time employees will be laid off with the least senior employee in the classification affected being laid off first and so on through the seniority list.

4. An employee laid off pursuant to the provisions of the above paragraph shall be allowed, within three (3) working days after receipt of the notice of layoff, to exercise seniority to move to a vacant position in an equal or lower paying classification, provided the employee can do the work, or, to displace the least senior employee in an equal or lower paying classification, provided the employee can do the work. Such employee cannot displace an employee if a vacancy exists in the classification and in no case shall the employee displace a more senior employee. An employee refusing to exercise the seniority rights in this paragraph shall be deemed to have quit voluntarily.

B. Recalls. Staff members on a layoff shall be entitled to recall to an available open position for a period of up to 18 months or the length of their seniority, whichever is less. The laid-off employee with the earliest seniority date shall be recalled first, the employee with the next earliest seniority date second, and so on, provided that they have the ability to do the work which is available. If an employee had displaced a less senior employee in another classification as a result of layoff, they shall be restored to the original class before any person is hired, transferred or promoted to the job, provided it becomes available in the time equal to the employee's time in the position. Recall and reassignment notices shall be made in writing, and sent via certified mail, to the last address furnished to the Human Resources office. It is the responsibility of the staff member to make sure this address is updated. A copy of the recall notice will also be sent to the Union President or designee. The laid-off employee shall notify their employer of acceptance of recall within seven (7) calendar days of postmark date of certified mail. A staff member refusing recall or reassignment under these provisions shall be considered to have resigned.

C. Job Vacancies. Determinations with respect to the filling of job vacancies and training positions shall be made by a three-member selection panel. The selection panel will be comprised of the facilities manager or assistant manager in the appropriate area, AVP for the specific campus, and a University Administrator designated by the union. Through review of the candidates written credentials, and an oral interview in which all individuals will be asked the same series of questions, the panel will assess the candidates' qualifications for the posted vacancy. A Union representative shall be designated to observe the oral interview process. Testing will be administered for those

vacancies in the level three, four, five, and six classifications. The University will recognize federal, state, and county certifications in lieu of University administered written testing. In the event that a written test is warranted, such tests will be comprised of questions submitted jointly by the University and the Union. During the panel assessment of qualifications, the selection panel will abide by specified guidelines, which will limit consideration to written work and attendance records, documentation of qualifications submitted by the candidate, which will include any and all training received for the position, answers provided during the oral interview, and the results of any written testing, if administered. For vacancies at the level two classification, the panel assessment of qualifications will determine the candidate selected for the position. For all classifications, in the event that the panel determines that two candidates are equally qualified for the vacancy, the most senior employee will be selected. Determinations made by the panel are not subject to Section 6 Grievances but are subject to the following appeal process:

Step 1 – Hiring manager notifies non-selected candidate(s) within 3 working days of vacancy selection and sends an email to Union Chief Steward indicating the date of notification to the non-selected candidate(s).

Step 2 – Within 3 working days of vacancy selection notification, the non-selected candidate(s) may request written documentation for non-selection from the AVP for the specific campus. The AVP shall respond within three (3) working days and provide copy to Union Chief Steward.

Step 3 – If the non-selected candidate(s) are not satisfied with written notification a meeting may be requested with the AVP within 3 working days of receiving written documentation. The non-selected candidate(s) may bring one (1) union representative to the meeting.

Step 4 – If the non-selected candidate(s) are not satisfied with the written notification and the meeting with AVP, a meeting may be requested with the selection panel. This meeting must be requested within 3 working days after the meeting with the AVP. The AVP will respond with a final binding written decision within 3 working days of the panel meeting and copy the Chief Steward.

D. Temporary Vacancy Postings (over 30 days). Job vacancies will be granted on the basis of seniority and acceptable attendance (see 12.3.3). Job vacancies and training positions shall be posted on the specific form for a period of at least five (5) business days in a conspicuous place in the work area setting forth qualifications, hours, shift and job title and any testing to be administered. Job postings may be signed by any employee in the bargaining unit. A job may be temporarily filled before a permanent assignment is made, according to Section 2.3 D (temporary employees) or Section 8.4 G (regular employees). In the event that a vacancy is not filled within thirty (30) business days of the removal of the posting, the University agrees to notify the Union of the cause of the delay. If no qualified employee signs the job posting, it may be filled by a new employee.

The employee who is awarded the vacancy will be given 30 days actually worked to determine their ability to satisfactorily perform the job. If the employee is unable to perform the duties of the job they will revert to their former classification.

The employee who is awarded the vacancy will be given 30 days actually worked to determine if they desire to return to their former classification. If the employee does wish to return to the former classification within this time period, they will return to that classification.

E. Vacations and Optional Leaves of Absence. In the event two or more employees apply for simultaneous vacations or leaves of absence for reasons within the control of the employee during the same period of time and if the work requirements do not permit such vacations or leaves of absence, preference shall be given to the affected employees on the basis of the earlier seniority date.

F. Shift Preference.

Shift preference will be granted on the basis of attendance and seniority within department and classification, as openings occur. Any newly created AFSCME position in the Allendale or Grand Rapids Facilities Services department will first be offered to existing staff members within the department and classification at the time the vacancy occurs. This will be done using a shift preference notification posting. Staff members must sign the shift preference notification form within five (5) days from the date of the posting to be considered. The Union will receive a copy of completed forms at the end of the notification period.

All staff members within the department and classification will be notified of the shift preference posting when the vacancy occurs. The employee from the highest grade with the earliest seniority date signing the notification form shall move to such shift at the beginning of the next pay period, given there are no outstanding concerns regarding attendance. If no staff member at the highest grade within the classification signs the notification form, it moves to the next highest grade to be granted on the basis of seniority and attendance. This continues through each grade level in descending order. An employee will be assigned to the posted shift at the appropriate grade pay level as their previously held grade or lower if the employee chooses to accept a position at a lower grade pay level.

After all shift changes within the classification have occurred and all members of the classification have had the opportunity to bid on all options, the admin for the AVP of Facilities Services shall send an email notification to all members in the classification asking if any member is interested in the remaining shift. Members will be given 24 hours from the time stamp on the email to respond to the email expressing their interest in moving to that shift. If no response from members, the remaining shift and vacancy shall be posted internally in the Facilities Services departments (Allendale and Grand Rapids) for a period of five (5) business days. All qualified individuals signing the vacancy posting will be granted an interview per section 8.4.C of this contract, if qualifications for the position are met per section 8.4.I

The transfer to the desired shift will be made within two (2) weeks following the end of the current pay period after the closing of the bidding of the job posting, provided

the employee is qualified for the opening. A shift preference may be exercised no more than once every three (3) months and no more than two (2) times per year.

G. Shift Assignment. Should the University elect to establish a shift on any other schedule than the regular day shift (Monday through Friday) or to assign employees to work on any such shift, the employee(s) with the most seniority in the classification affected or to be assigned on such shift shall have preference in moving to such shift. If an insufficient number of employees in the classification elect to move to such shift, then the employee(s) with the least seniority in the classification shall be assigned to such shift. If positions or shifts are reduced or eliminated or movement of personnel to other shifts is required, then the seniority of the affected employee will prevail in the selection of shift, provided the affected employee can do the required work. Such shift preference is only applicable within the employee's classification.

H. Temporary Vacancies and Assignments. The University may fill vacancies or reassign employees on a temporary basis (not to exceed thirty working (30) days) without posting in accordance with Section 8.4. May be extended by mutual agreement. In unusual circumstances or when returning the employee to their normal schedule, the notification provision of Section 9 does not apply. Any temporary assignment that actually exceeds thirty working (30) days must be posted, unless otherwise mutually agreed. Any employee who is given a temporary assignment may refuse provided there is an employee with less seniority that can perform the assignment. Any temporary assignment to a different classification is still subject to the provisions of Section 10.1. The University will advise the Union by the end of the pay period of temporary assignments made within that pay period.

If the employee is unable to satisfactorily perform the duties of the temporary assignment, they may be returned to their former position prior to the expiration of the assignment.

I. Path to Progression

A formal path to progression program has been established and approved by the University and the Union. The program is designed to assist AFSCME members wishing to advance between or within classifications as listed in this contract to gain the necessary training and experience needed to qualify for advancement within the Facilities Services department. This program meets the training and education components for advancement but does not provide the practical experience to qualify for advancement. Temporary reassignment of 30 days may be offered at GVSU to gain practical experience. This needs to be approved by the AVP and can be extended by mutual agreement. Individual employees are responsible for seeking and obtaining practical experience opportunities as it pertains to the progression path desired, including reaching out to the manager in the applicable area.

All full time AFSCME employees are eligible to participate. Temporary employees as described in this contract are not eligible to apply. Employees should work with their manager to get started in the program of their choice. Enrollment applications, training certificates and all other pertinent information and record keeping will be held in the

Facilities Services Department with the Administrative Assistant to the AVP Facilities Services. All questions should be presented to either Union leadership or Facilities Services Managers.

J. Progression Programs

Material Handler/Utility Staff

Grand Valley State University and AFSCME Local 2074 agree that the University and the Union will jointly establish progression programs for the following: Mailroom Handler/Utility Staff. Progression programs will allow for progression from Grade 2 to Grade 4 in each classification. Postings for vacancies within each department will be posted at grade 2. Selection for Grade 2 postings will be based on a panel interview process in accordance with the vacancy language on section 8.4C of the agreement. There will be no written testing at this grade. Grade 4 positions in this classification will be posted at the time of vacancy and are based on job specific requirements performed on a regular basis. Achieving Grade 4 is not based on time in Grade 3 rather it is based on job duties and responsibilities of Grade 4.

Work experience checklists will be created and agreed upon by the University and the Union and be provided to each employee upon successful hire into the classification or after successful completion of promotion to next highest level.

Grade 2 to 3

Upon successful completion of 2 years of service in classification at Grade 2 an individual may present documented qualifications, certificates of training and a completed work experience checklist created and agreed upon by the University and the Union, as an application for advancement to next highest Grade. The University manager of the classification will setup a practical (non-written) exam, if applicable, and/or an associated qualifications review meeting to promote the employee to the next highest Grade upon satisfactory completion and approval from the manager. Documentation shall be retained in the University's performance evaluation system for each employee. Individuals who do not complete the process within 2 years will remain at their current Grade until all items described in this section are met and approved.

Employees may reach out to schedule a meeting with their manager one month prior to their in-classification seniority date to present documented qualifications, certificates of training and to discuss their knowledge of their job to progress to the next grade. If the manager determines that the employee does not meet the qualifications the manager must provide a realistic set of goals for the employee to reach within three months before being able to again meet and attempt to progress. Once the manager agrees that the employee meets the qualifications to progress the University must make the advancement within the next pay period.

Grade 4 (Mail Specialist and Utility Staff Specialist)

Grade 4 positions will be posted at the appropriate time there is a vacancy in each classification. These positions will be applied for when an opening occurs. Grade 4 positions will be based on job requirements and work performed on a regular basis. Grade 3 staff will be eligible to apply. Assignment will be based on a panel interview process in

accordance with the vacancy language in section 8.4C of the agreement. There will be no written testing at this grade.

Work experience checklists will be created and agreed upon by the University and the Union and be provided to each employee upon successful hire into the classification or after successful completion of promotion to next highest level.

Grounds, Maintenance, Service Staff

Grand Valley State University and AFSCME Local 2074 agree that the University and the Union will jointly establish progression programs for the following: General Maintenance, Groundskeeper and Service Staff. Progression programs will allow for progression up to and including grade 5 in each classification. Job postings will be posted at Grade 3 of the respective classification. Selections for such postings will be based on a panel interview process in accordance with the vacancy language on section 8.4C of the agreement. There will be no written testing at this grade.

Work experience checklists will be created and agreed upon by the University and the Union and be provided to each employee upon successful hire into the classification or after successful completion of promotion to next highest level.

Grade 3 to 4

Upon successful completion of 2 years of service in classification at Grade l 3 an individual may present documented qualifications, certificates of training and a completed work experience checklist created and agreed upon by the University and the Union, as an application for advancement to next highest Grade. The University manager of the classification will setup a practical (non-written) exam, if applicable, and/or an associated qualifications review meeting to promote the employee to the next highest Grade upon satisfactory completion and approval from the manager. Documentation shall be retained in the University's performance evaluation system for each employee. Individuals who do not complete the process within 2 years will remain at their current grade until all items described in this section are met and approved.

Employees may reach out to schedule a meeting with their manager one month prior to their in-classification seniority date to present documented qualifications, certificates of training and to discuss their knowledge of their job to progress to the next grade. If the manager determines that the employee does not meet the qualifications the manager must provide a realistic set of goals for the employee to reach within three months before being able to again meet and attempt to progress. Once the manager agrees that the employee meets the qualifications to progress the University must make the advancement within the next pay period.

Grade 4 to 5

Upon successful completion of 2 years of service in classification at Grade 4 an employee may present documented qualifications, certificates of training and a completed work experience checklist created and agreed upon by the University and the Union, as application for advancement to next highest Grade. The University manager of the classification will set up a practical (non-written) exam, if applicable, and/or an associated

qualifications review meeting to promote the employee to the next highest Grade upon satisfactory completion and approval from the manager. Individuals who do not complete the process within 2 years will remain at their current Grade until all items described in this section are met and approved.

Employees may reach out to schedule a meeting with their manager one month prior to their in-classification seniority date to present documented qualifications, certificates of training and to discuss their knowledge of their job to progress to the next grade. If the manager determines that the employee does not meet the qualifications the manager must provide a realistic set of goals for the employee to reach within three months before being able to again meet and attempt to progress. Once the manager agrees that the employee meets the qualifications to progress the University must make the advancement within the next pay period.

Boiler, Electrical, Food Service, HVAC, Hardware, Plumbing, Preventative Maintenance

Grade 6 to 7

Grand Valley State University and AFSCME Local 2074 agree that the University and the Union will jointly establish progression programs for the following: Boiler, Electrical, Food Service, HVAC, Hardware, Plumbing and Preventative Maintenance. This progression program is for Grade 6 to Grade 7. There will be no written testing at this level.

Upon successful completion of 2 years of service in classification an individual may present documented qualifications, certificates of training and a completed work experience checklist created and agreed upon by the University and the Union, as application for advancement to next highest grade. The University manager of the classification will setup a practical (non-written) exam, if applicable, and/or an associated qualifications review meeting to promote the employee to the next highest grade upon satisfactory completion and approval from the manager. Documentation shall be retained in the University's performance evaluation system for each employee.

Work experience checklists will be created and agreed upon by the University and the Union and be provided to each employee upon successful hire into the classification or after successful completion of promotion to next highest grade.

Individuals who do not complete the process within 2 years will remain at their current grade until all items described in this section are met and approved. Job vacancies will be posted at the grade of the person vacating the position. Based on qualifications and applicable licensure of candidates, job vacancies will be posted at Grade 6 of the respective classification. Preventative Maintenance will be limited to Grade 6 or 7.

Employees may reach out to schedule a meeting with their manager one month prior to their in-classification seniority date to present documented qualifications, certificates of training and to discuss their knowledge of their job to progress to the next grade. If the manager determines that the employee does not meet the qualifications the manager must provide a realistic set of goals for the employee to reach within three months before being able to again meet and attempt to progress. Once the manager agrees that

the employee meets the qualifications to progress the University must make the advancement within the next pay period.

Grade 7 to 8 (Boiler, Electrical, Food Service, HVAC, Hardware, Plumbing)
Upon successful completion of 2 years of service in classification an individual may present documented qualifications, certificates of training and a completed work experience checklist created and agreed upon by the University and the Union, as application for advancement to next highest grade. The University manager of the classification will setup a practical (non-written) exam, if applicable, and/or an associated qualifications review meeting to promote the employee to the next highest grade upon satisfactory completion and approval from the manager. Documentation shall be retained in the University's performance evaluation system for each employee. Work experience checklists will be created and agreed upon by the University and the Union and be provided to each employee upon successful hire into the classification or after successful completion of promotion to next highest grade.

Individuals who do not complete the process within 2 years will remain at their current grade until all items described in this section are met and approved. Postings for vacancies within each department will be posted at grade 6.

Employees may reach out to schedule a meeting with their manager one month prior to their in-classification seniority date to present documented qualifications, certificates of training and to discuss their knowledge of their job to progress to the next grade. If the manager determines that the employee does not meet the qualifications the manager must provide a realistic set of goals for the employee to reach within three months before being able to again meet and attempt to progress. Once the manager agrees that the employee meets the qualifications to progress the University must make the advancement within the next pay period.

8.5 Non-applicability to Probationary Employees. There shall be no seniority among probationary employees. Upon successful completion of their probationary period, employees shall be placed on the seniority list ranked according to their last date of hire.

8.6 Seniority of Stewards/Union President. Notwithstanding their positions on the seniority list, Stewards, the Chief Steward, and the Union President shall, in the event of a layoff due to lack of work or subsequent recall, be offered work in their district if there are jobs in the representation districts they represent for which they are qualified. The foregoing shall not apply to overtime work or to any new job openings. If a Steward does not accept the work offered, they shall be treated as having resigned as a Steward.

8.7 Seniority of Officers and Bargaining Committee. Notwithstanding their positions on the seniority list, a member of the Union's bargaining committee (during negotiations only) and the President of the Local Union shall, in the event of layoff due to a lack of work or subsequent recall, be offered work, provided they are able to perform an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at the University. This shall not apply to overtime work or to any new job openings.

8.8 Declining Available Jobs. Representatives declining available jobs under the foregoing paragraph will be required to wait their normal recall dates according to their given seniority dates.

Section 9 Working Hours

9.1 Definitions.

A. Regular Week. A regular full-time work week shall consist of forty (40) hours per calendar week, which shall normally consist of five (5) consecutive days of eight (8) hours each except for continuous seven (7) day operations. Other working schedules may be arranged by the University to reflect requirements peculiar to the task being performed, provided the employee is given notice of the change by the end of his/her preceding work week. Other temporary working schedules may be arranged by mutual agreement between the employee and manager. When such notice is not given and absent a mutual agreement between the employee and manager, all hours outside of the employee's regular schedule will be compensated at one and one-half times their base rate.

B. Shift. A full-time shift shall normally consist of an eight and one-half hour time period of which one-half hour shall be used for a lunch period without compensation. Unless exception is approved by the manager, lunch breaks shall be taken four hours from the beginning of the employee's shift. Employees will have regularly assigned shifts.

9.2 Rest Breaks. Each employee who works more than an eight (8) hour shift shall be entitled to a rest break of fifteen (15) minutes at or near the midpoint of each consecutive four (4) hour period worked as scheduled by the University. Such rest breaks may not be accumulated from one four (4) hour period to another. Such breaks shall be taken in the building or, for an employee working outside, in the nearest building in the area in which the employee is working. The individual may not stop work before the beginning of the break and shall resume work immediately at the end of the break.

9.3 Wash-up Time. Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

9.4 Checking In/Out. All Employees are required to check in/out for timekeeping purposes at the designated location(s) for each campus (Allendale and GR) unless you have written permission otherwise. Employees will be allowed up to five (5) minutes prior to checking out to move to their time check in/out location. In no case shall an employee leave their work location or stop working more than five (5) minutes before the end of their shift, except as may be otherwise provided for in this Agreement.

9.5 Assignment of Overtime.

9.5.1 Custodians. Each person interested for overtime consideration is required to submit their name to the overtime list for the upcoming quarter, custodians may also opt-in to OT at any time. Holdover up to 1.5 hours may be mandatory and staff will be obligated to perform such work. Holdover up to a total of 6 hours, if mutually agreed between staff person and manager

and concurrent with a normal scheduled shift will not be considered overtime for equalization purposes. The specific method of determining who will receive overtime is identified in the "overtime selection process" document. The process should reflect the following:

1. Overtime opportunities are intended to be evenly distributed to those on the overtime list.
2. Overtime opportunities are available within classification, meaning that Grade 1 staff are eligible for Grade 1 opportunities, Grade 2 staff for Grade 2 opportunities, etc. This requirement may be relaxed in urgent circumstances - such as snow removal - when many staff are required.
3. The process acknowledges some assignments may require certain qualifications. For instance, a female may be required to clean female locker rooms.
4. The overtime list should be public and contain information regarding offer time and date and the response (accept/deny/no contact) of the staff. The list should also include a cumulative total number of overtime hours each staff has worked.
5. The working of "holdover" hours has no bearing on awarding of overtime hours.
6. Staff failing to report for accepted overtime assignments may be dropped from the overtime list and incur disciplinary action.
7. Refusing to take an overtime opportunity counts as if one had taken the opportunity, i.e. that staff will not have another overtime opportunity until the next cycle through the list.
8. Staff on vacation will be called as overtime needs arise. The staff member can choose to answer or not answer.
9. Those on sick leave or worker's compensation will not be considered for overtime.

In the event that insufficient numbers of employees are available for overtime assignments, employees of the classification required, who are familiar with the work assignment and with the most recent seniority of date, will be required and obligated to perform such work.

9.5.2 Material and Mail Handlers. Overtime opportunities will be handled on an individual basis as circumstances dictate and may result in hours and/or opportunities not being equalized.

9.5.3 General Maintenance Assistants, Mechanics and Specialists (except Boiler Operators and Grounds Specialists). Specialists are not subject to overtime equalization because they are generally obligated to fulfill overtime requirements within their areas of classification. In the event a classification specialist is unavailable, the existing overtime will be offered to a General Maintenance employee, provided the General Maintenance employee is familiar with the work to be performed. General Maintenance overtime requirements are filled, first, on a voluntary basis as the need arises and as their abilities fit the task. If there is a lack of appropriate volunteers, employees will be required to work based upon familiarity of the work to be done and latest employment date. Although overtime opportunities will not be formally equalized, either by number of incidents or hours, a reasonable, good faith attempt will be made to distribute overtime among the maintenance staff.

9.5.4 Boiler Engineers/Operators. Overtime will be equalized on the basis of hours paid, not worked. The equalization period for overtime will be three months. Inequalities of eight (8) hours or more at the end of the three (3) month period will be corrected within the next three

(3) month period. Inequalities of fewer than eight (8) hours at the end of a three (3) month period will be considered equalized. "Refusals" and/or "unable to contacts" will be charged as hours worked when there was at least four (4) days lead time. Notification of any unscheduled absences will be first called in to the Engineer/Boiler Operator on duty who will then arrange for coverage and note the log for notification of the manager. The designated scheduler will assist the manager by updating the overtime list and equalizing when they schedule coverage for vacation and long-term illnesses. Employees on an approved leave or work restrictions that limit overtime will not be called during the leave for overtime. Employees who return to work from an approved leave, or work restrictions that limit overtime of 30 consecutive calendar days or more, will be placed on the overtime list with hours equal to the lowest number of hours computed during the pay period they return. However, if the employee's overtime hours before the leave are greater than the lowest hours when they return, the higher number of hours will be placed on the overtime equalization sheet upon their return. The designated scheduler will also notify the manager of absences when they are logged in. Bi-weekly overtime reports will be sent to the manager for inspection and approval. Overtime worked due to an emergency situation will not be counted towards the equalization within the classification.

9.5.5 Groundskeepers and Grounds Specialists. Overtime opportunities will be filled, first, on a voluntary basis as the need arises and as their abilities fit the task. If there is a lack of appropriate volunteers, employees will be required to work based upon familiarity of the work to be done and the latest employment date. Although overtime opportunities will not be formally equalized, either by number of incidents or hours, a reasonable, good faith attempt will be made to distribute overtime among the grounds staff on a rotating basis.

A. Grounds Department Snow Removal

The parties agree that if Grounds Department employees are called in for snow removal without at least twelve (12) hours notice they shall be guaranteed the opportunity to work three (3) hours in addition to their regularly scheduled hours. The three (3) hours worked shall be compensated at the appropriate rate of pay in accordance with Section 10.6. If a Grounds Department employee is called in for snow removal without at least twelve (12) hours notice and is not given the opportunity to work three (3) hours in addition to their regularly scheduled hours, they shall be compensated for the hours not worked at the appropriate rate of pay.

The following situations shall serve as examples for clarification:

1. An employee is called in without the necessary notification (less than 12 hours) and is sent home after working two (2) hours. In this situation, the employee will be compensated for three (3) hours at the appropriate rate.

2. An employee is called in for two (2) hours with the necessary notification (at least 12 hours). In this situation the employee shall be compensated for two (2) hours at the appropriate rate.

3. An employee is called in two (2) hours early with the necessary notification (at least 12 hours) and works the two (2) hours plus their regular eight (8) hour shift. In this

situation, the employee shall be compensated at a rate of two (2) hours overtime and eight (8) hours straight time.

4. An employee is called in two (2) hours early without the necessary notification (less than 12 hours) and works the two (2) hours plus the first six (6) hours of their regular shift. After working eight (8) hours the employee requests to end the shift and the request is approved. In this situation the employee shall be compensated at a rate of eight (8) hours straight time.

9.5.6. Service Staff. Overtime opportunities will be filled, first, on a voluntary basis as the need arises and as their abilities fit the task. If there is a lack of appropriate volunteers, employees will be required to work based upon familiarity of the work to be done and the latest employment date. Although overtime opportunities will not be formally equalized, either by number of incidents or hours, a reasonable, good faith attempt will be made to distribute overtime among the Service Staff on a rotating basis.

9.5.7. Utility Staff. Overtime opportunities will be handled on an individual basis as circumstances dictate and may result in hours and/or opportunities not being equalized. All employees may be required or approved to work overtime for up to one and one-half (1 1/2) hours on a holdover basis.

Section 10 Monetary Compensation

10.1 Basis of Pay. Employees shall be paid in accordance with the Compensation Schedule which is attached as Appendix A. An employee's rate shall be determined based on their job title and the grade to which that position is assigned. The employee's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other staff benefits. Subject to the provisions of article 13.1, an employee who is temporarily assigned to work in another classification shall receive their rate of pay or the rate assigned to the classification, whichever is greater. However, in the event a General Maintenance Mechanic 4 is assigned to perform the work of a specialist in the absence of the specialist, the General Maintenance Mechanic 4 will not be paid the higher rate until they have worked in the specialist job for at least five (5) days. If the work extends beyond five (5) days, the higher rate shall be paid for the entire time.

10.2 Rate of Job. Staff members will be paid an established rate within the compensation level the job is assigned to. Determination of credit above step 1 will be based upon factors such as previous relevant experience, demonstratable skill set, qualifications, and current pay. The Union President shall be notified of each new staff member and the step credit granted. The University retains the right to hire any applicant at any collective bargaining step within the classification level for the posted position. Credit above step 3 will be considered in consultation level for the posted position. Credit above step 3 up to step 5 will be considered in consultation with Human Resources and union leadership. Staff will advance a pay level each contract year, until they reach the top level, during the term of this agreement. However, the University reserves the right to suspend advancement at the expiration of the contract and prior to ratification of a successor contract. Staff selected for a position in a higher pay grade will move to that grade at their current level.

Based on qualifications and applicable licensures of candidates, GVSU can offer any open Preventative Maintenance position at Grade 6 or 7

Based on qualifications and applicable licensures of candidates, GVSU can offer any open Boiler, Electrical, Food Service, Hardware, HVAC, Plumbing positions at Grade 6, 7 or 8.

10.3 Promotions. Employees shall receive the appropriate increase in rate on the date of promotion.

10.4 Movement to a Lower Classification. Employees may be subject to a decrease in rate if they move to a position in a lower compensation grade.

10.5 Payment. All compensation shall be based only on time worked or the application of appropriate staff benefits. Employees shall receive regular paychecks biweekly, no later than the middle of the second week following the completion of a biweekly pay period.

Deductions from that check shall include only items authorized in writing by the employee or required by the law. In the event it is discovered that an employee received an overpayment of money from the University or received money to which they were not entitled, the employee shall make arrangements to repay the sum owed to the University. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. In the event an employee fails or refuses to make such arrangements, the University is authorized by this Agreement to deduct from the employee's pay each pay period twenty-five percent (25%) of the amount owed or $25.00, whichever is greater, until the entire amount has been reimbursed.

10.6 Overtime Pay. All employees shall be eligible for overtime pay at the rate of one and one-half times their base rates for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Hours normally scheduled but not worked because an employee is on a holiday or a sick leave or vacation or jury duty shall be treated as hours worked for the purpose of computing overtime pay. Overtime records shall be kept by the University and made available to the Union upon request. In no case shall premium pay be paid twice for the same hours worked, except that differential pay shall not be considered to be premium pay for this purpose.

10.7 Call-in Duty. An employee reporting for call-in duty at the University's request and for which they had not been notified at least twelve (12) hours in advance or which is outside of and not continuous with the employee's regular work schedule, shall be guaranteed at least three (3) hours pay and three (3) hours work at the appropriate rate of pay. A full-time employee who reports for scheduled work when no work is available will receive three (3) hours pay at the employee's regular base rate of pay.

10.8 Work Schedule Differential. An employee not working the first shift shall receive, in addition to their base rate of pay, additional compensation as follows:

Shift Differential - $.40 per hour

Such compensation shall be added to the total wages and does not increase the base rate of pay and will be paid for all regular hours worked on a shift. Employees who work overtime continuous with their work schedule shall not be entitled to the differential rate for the period on which they are working overtime but shall continue to receive their regular differential rate to which they are entitled. A person's starting time on a given day shall determine their shift for that particular day.

The first shift is any shift that begins on or after 3:00 a.m., but before 11:00 a.m.

10.9 Rates for New Jobs. In the event a new classification is established or an existing classification is substantially changed, it shall be assigned to an existing pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with the existing classifications. The University shall provide the Union with a proposed written classification title for the new or substantially changed classification. Upon receipt of the University's proposed title, the President of the Union and the Chief Steward or their designated representatives and not more than two (2) others from AFSCME Michigan and the International Union shall be afforded an opportunity to meet with representatives of the University to discuss the new or substantially-changed classification and its assignment to a pay grade. If there is disagreement with the University's assignment to a pay grade, a grievance concerning compliance with the requirement for a proper comparison with the existing classifications may be processed through the grievance and arbitration procedure, provided the grievance is submitted in writing within fourteen (14) business days after the Union is afforded the opportunity to discuss the matter with the University. The meeting to discuss the new or substantially changed classification must occur within fourteen (14) business days after the Union has been notified of the proposed title and pay grade unless the time is extended by mutual agreement.

Section 11 Leave of Absence

11.1 Definition. A leave of absence is an approved absence from the University's employment. A leave of absence may be paid or unpaid. Seniority shall continue to accumulate for any leave of absence up to six (6) months; unless the contract provision permitting the leave specifies otherwise. Thereafter, the employee shall retain seniority but will not accumulate further seniority until the employee returns to work.

11.2 Leave of Absence without Pay. A leave of absence without pay may be granted to an employee for personal reasons for a period up to six (6) months. A request for a leave of absence shall be submitted in writing, to the Human Resources Office, stating the reasons for the request. The conditions under which the leave of absence is granted shall be specified in writing by the University. If the employee's job is not held open during the leave period, the employee shall be eligible to return to the next open position, provided the employee is qualified. Failure to return at the expiration of the approved leave of absence shall result in termination of employment. The employee may continue group insurance at the employee's own expense by arranging a pre-payment for the leave-of-absence period. Employees may elect to have their accumulated vacation retained in their accounts pending their return or termination. Vacation or income protection benefits shall not accrue during the leave period although the previous balance will be maintained.

11.2.1 Military Leave of Absence. Upon application, a military leave of absence without pay will be granted to employees who are inducted through Selective Service or voluntary enlistment, or those called through membership in the National Guard or reserve component into the Armed Forces of the United States. In accordance with Federal Statutory provisions, the employee's seniority shall continue to accumulate throughout the duration of the approved military leave.

11.2.2 Educational Leave of Absence. Leaves of absence may be granted up to six (6) months under the above provisions only if the course would be beneficial to both the University and the employee.

11.2.3 Leave for Union Business. A member of the Union selected by the Union to do work which takes them from employment with the University may (notwithstanding the six (6) months limitation stated above), at the written request of the employee, receive a leave of absence without pay for a period not to exceed two (2) years. Upon expiration of the leave of absence, the employee shall be returned to their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination before returning to work.

11.2.4 Extended Sick Leave. When an employee's sick pay has been exhausted and they remain incapacitated by an illness or injury for a period of more than twenty work days, the employee may be placed on short-term disability for a period not to exceed six months from the last day worked. When the employee's short-term disability has been exhausted, they may request to be placed on extended sick leave. Such request must be made thirty (30) days prior to the expiration of short-term disability payments. Extended sick leave may continue for up to eighteen months from the employee's last day worked. The time period may be extended by mutual agreement of the University and the Union. If the employee is released to return to work within the six (6) months of short-term disability, they will be returned to their former position. If the employee is able to return to work within the first twelve months of extended sick leave (within eighteen months of the last day worked), the employee will be offered the next available position for which they are qualified. Such position shall be equal in hours to the position previously held, unless otherwise agreed between the University, the employee, and the Union. The University will pay the cost of COBRA medical coverage for the employee and their dependents during the first twelve (12) months of extended sick leave, but the staff member is responsible for their portion of the premium for their elected coverage.

11.3 Leave of Absence with Pay.

11.3.1 Pay for Military Duty. An employee who loses time from work during their 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 their base military pay and their regular pay.

11.3.2 Pay for Jury Duty. An employee who loses time from work during their regular schedule of hours because of jury duty or to testify pursuant to a subpoena shall be paid the difference between the employee's pay for jury duty or witness fee and the employee's regular pay. An employee temporarily excused from attendance at court shall report for work during the excused period if normally scheduled. An employee who does not lose time from their assigned schedule of work, but who, nevertheless, has performed jury duty service or testified pursuant to a subpoena within the eight (8) hour period immediately before the

beginning of their shift, at their request, may have an amount of time off work equal to the time the employee was required to spend in court during that eight (8) hour period. In such a case, the employee will be paid for this time off, with fees offset against such pay, in the same manner as if the employee had lost time from work. An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after 11:30 p.m., will be excused from work at 11:30 p.m. and paid for such lost time at their hourly rate plus shift premium, if applicable. Jury duty and witness fees shall be offset against such pay, in the same manner as if the employee had lost time from work while performing the jury duty or witness service. This section shall not be applicable to employees subpoenaed for arbitration hearings.

11.3.3 Union Education Leave. An employee who is elected or selected by the Union to attend educational classes (including "AFSCME" workshops and seminars) conducted by the Union shall be paid their regular base rate of pay for hours scheduled to work for that day. This provision shall be limited to three (3) employees at any one time for a combined total of twenty (20) working days in any contract year. Such absences under this Section shall be approved with no less than two (2) working days' notice to the employee's manager provided the employee's absence will not unreasonably interfere with the University's operations.

11.4 Medical Dispute. In the event of a dispute involving an employee's health as it affects the employee's ability to perform their job on return to work at the University from a layoff or leave of absence of any kind, and if the employee is not satisfied with the determination of the University's physician, the employee may submit a report from a medical doctor of their own choosing at their own expense. If the dispute still exists, at the request of the employee, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the University and the employee, and the decision of such third party regarding the employee's health as it affects the employee's ability to perform their job will be binding on both parties. The expense of the examination by the third party shall be shared equally by the University and the employee.

11.5 Family and Medical Leave Act. The Family and Medical Leave Act will be followed in approving a leave of absence. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.

Section 12 Staff Benefits

12.1 Holidays.

12.1.1 Holidays Observed. The approved holidays as listed below, normally include the Friday preceding any such holiday which falls on Saturday and the Monday following any such holiday which falls on Sunday, are holidays for the purpose of this Agreement except those employees who work on a seven-day continuous operation will be compensated for working on the calendar holiday. This neither means that every Saturday holiday will be observed on Friday or every Sunday holiday will be observed on Monday.

The approved holidays are:

New Year's Day Thanksgiving Day

Martin Luther King Jr. Day	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Two (2) University closure holidays assigned during the Winter break; plus up to two (2) additional closure holidays assigned during the Winter break if the University is officially closed, and the day preceding New Year's Day. This provision does not guarantee a particular number of University closure holidays; closure holidays will be assigned as appropriate by the University.

In the event the University recognizes an additional approved holiday, such holiday will be added to those holidays observed under section 12.1.1.

12.1.2 Assigning Observed Holidays for Employees Not on a Monday through Friday Schedule. Employees not on a Monday through Friday schedule shall receive the same number of paid holiday and closure days as those on a Monday through Friday schedule.

A. Holidays Other Than During the Christmas/New Year's Period. Holidays served on a day the employee is not scheduled to work normally will be moved to the employee's scheduled work day that is closest to the day the holiday is observed.

B. The Christmas/New Year's Period. During the Christmas/New Year's Period, employees will be scheduled to work the same number of days, to have the same number of holidays/closure days off, and to have the same continuous block of time off (except those who are in a 7-day continuous operation or are otherwise required to work). In order to ensure that employees are scheduled to work the same number of days, employees who otherwise would end up working fewer days, will be assigned to work a day or days they are not normally scheduled during the week before or during the week after the Christmas/New Year's Break.

12.1.3 Assigning Observed Holidays for Employees Who Work on a Shift that starts and ends on different calendar days. The Holiday will be recognized or observed on the shift that ends on the holiday. The July 4th holiday will be recognized on the shift that begins on the holiday.

12.1.4 Work on a Holiday. If an employee works on an approved holiday, in addition to holiday pay the employee will be compensated at the rate of two (2) times their regular hourly rate for all hours worked on the holiday.

Employees who work on a University closure holiday will be paid their base hourly rate for the closure holiday and time and one half (1.5) for the hours worked.:

In the event that insufficient numbers of employees' volunteer, the employees of the classification required who are familiar with and qualified for the work to be done with the most recent of seniority date will be required and obligated to perform such work.

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

A. The employee is a regular or probationary full-time or part-time employee on the day of the holiday;

B. The employee worked all of the hours of their scheduled work day prior to and their next scheduled work day after the holiday, unless excused by the manager;

C. The employee is not on leave of absence or layoff, extended sick leave, short-term disability, long-term disability, or Worker's Compensation at the time of the holiday;

D. The employee worked on the holiday if scheduled to work on that day, unless excused by the manager.

Full-time and part-time employees will be paid holiday pay for the number of hours normally scheduled to work on that day.

12.2 Vacation.

12.2.1 Allowance and Accrual. Regular full-time and regular part-time employees earn 0.077 hours vacation for each regular hour worked, effective January 1, 2020. Probationary employees shall earn vacation allowance at the same rate,but shall not be eligible to use such allowance until after six (6) months of employment. Unused vacation time may be carried over into the next calendar year providing the number of hours does not exceed two hundred (200) hours (one hundred (100) for part-time).

12.2.2 Use of Vacation Time.

A. Vacation time may be used as soon as an employee has completed six (6) months of employment.

B. Vacation time shall be taken at the convenience of the operating unit in which the employee works. It shall be, however, the University's responsibility to ensure the employee an opportunity for full vacation time off.

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 seven (7) working days of the request. Requests not answered within seven (7) working days shall be considered approved. Managers will be entitled to request a tentative vacation schedule early in each calendar year.

D. Employees shall receive compensation for accrued but unused vacation time, up to one hundred and sixty (160) hours, upon leaving the employment of the University in good standing provided the employee gives at least two (2) weeks notice of their intention to leave.

E. Employees who have exhausted income protection benefits and who have not yet returned to work because of the illness or injury shall, thereafter, be allowed to use accrued vacation time by requesting such payment.

F. Employees shall be eligible to use all vacation time accrued prior to the beginning of a vacation period. Vacation hours accrued while an employee is using vacation time may not be used. Employee shall verify available accrued vacation hours to cover the vacation request at least twenty (20) working days prior to the start of the approved vacation. If there are not enough accrued vacation hours to cover the request, the employee must notify their manager and cancel their vacation. If the employee still wants a reduced vacation based on available accrued vacation hours, they may submit a new request for that period.

G. Personal Day.

Staff members may take one personal day per calendar year, to be taken out of accrued vacation time.

Personal days are short notice vacation days and draw from a staff member's vacation balance. Staff must notify their manager prior to end of the staff member's shift on the day prior to the requested personal day.

H. Period of No Personal or Vacation Days

Specific dates/periods where no personal or vacation days are permitted will be set in accordance with the workflow of each work unit. No personal or vacation days will be allowed without manager approval.

Management will provide notice as to no personal or vacation day periods by the end of March each year.

12.3 Income Protection.

12.3.1 Sick Time Accrual & Carryover. All employees subject to this agreement earn .05 hours sick leave allowance with each regular hour worked per week. Unused sick leave accrual shall not exceed one hundred seventy-six (176) hours, with one hundred sixty (160) hours eligible for carryover at the beginning of each calendar year. Employees with unused accrued sick time terminating their employment will not be eligible for payout of their accrued sick time.

12.3.2 MGS Standard Sick Time.

A. Bridge Pool: Non-carryover hours will be contributed to a Short-Term Disability Income Bridge Pool at the beginning of each calendar year that will accumulate up to a maximum of 800 hours.

B. Probationary Period: Probationary employees shall earn sick leave allowable at the same rate of .05 hours for every hour worked per week, but shall not be eligible to use such allowance until after ninety (90) days of employment.

C. Purpose: Sick leave may be used for an employee or an employee's child, spouse or parent's illness or injury, hospitalization and appointment pertaining to health.

Sick leave may be used for the impending death of employee's parent-in-law to a maximum or three working days, if needed.

D. Employees who have exhausted sick leave and are absent due to illness or injury will be required to use vacation except in cases where Section 12.3.4 applies.

E. Employee shall notify their manager of absence in advance as soon as the need for their absence becomes known.

F. Employees shall include in the notice, the expected duration of absence. If the employee learns that their absence will extend beyond the expected duration provided, the employee must notify the supervisor as soon as possible.

G. Any absences taken under this section of the agreement exceeding three (3) days in a calendar year, regardless of whether taken consecutively or nonconsecutively, will require a doctor's statement attesting that the use of sick time is for a purpose permitted under this section. If a doctor's note is not provided, the fourth absence will either be denied by the supervisor or approved as vacation time (if there is sufficient vacation time available to the employee). A supervisor may require that a doctor's statement be provided on the day the employee returns to work.

H. Employees engaging in other employment or profit-making activities while ostensibly ill or injured may lose rights income protection benefits and right to continue as an employee of the University.

I. No employee shall receive both Worker's Compensation or No-Fault Insurance benefits and income protection benefits for the same period of absence.

J. It is clearly intended that sick leave as herein provided is primarily intended to protect the income of employees while disabled and that no use of sick leave may be used beyond what is considered reasonable.

K. It is clearly intended that employees must meet their employment obligation of regular and reasonable attendance. Excessive absenteeism may result in discipline up to and including discharge.

L. Attendance is one factor considered in position eligibility and shift preference decisions. Absences properly taken under section 12.3.3 and/or under section 12.3.4 will not be considered for the purposes of attendance evaluation. If ESTA time as outlined in Section 12.3.3 is nullified by statute, absences properly taken under this section, 12.3.2, will not be considered for purposes of attendance evaluation.

REMINDER:
Employees are encouraged to schedule a meeting with the AVP and current manager if they are interested in changing positions or shifts and feel their absence record is detrimental to their opportunity.

12.3.3 Earned Sick Time Act (ESTA) Sick Time.

This provision is in compliance with the Earned Sick Time Act (ESTA), which went into effect February 21, 2025. In the event the Earned Sick Time Act becomes nullified, or is otherwise no longer in effect, this section 12.3.3 will be voided, effectively immediately, and all employee sick time will be handled in accordance with section 12.3.2 above.

A. The first 72 hours of sick time used in each calendar year (of the 176 sick time hours allotted in 12.3.1 of this agreement), excluding bereavement, will be considered "ESTA Time", unless standard sick time under 12.3.2 is requested and approved instead, and will be used and approved in accordance with the guidelines outlined in this section.

B. Approval for the use of accrued ESTA time under this section is the responsibility of each manager.

C. No more than 72 hours can be used as ESTA time in any calendar year.

D. ESTA time taken under this section may be used for any of the following purposes:
   i. The employee is sick or engaging in preventative medical care. Preventative medical care includes routine wellness checks and health screenings, such as yearly physicals, yearly eye appointments and regularly scheduled dental visits;
   ii. The employee is assisting a family member who is sick or engaging in preventative medical care;
   iii. The employee is seeking, or assisting their family member in seeking, services related to being a victim of domestic violence or sexual assault (as defined under ESTA), including medical care, victim services, legal services, relocation or legal proceedings;
   iv. The employee attending meetings at their child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child;
   v. The employee remaining home due to closure of employee's primary workplace because of a public health emergency, the closure of their child's school or daycare because of a public health emergency, or because the employee or their family member are being quarantined by health authorities or their healthcare provider due to exposure to a communicable disease.

   Any misrepresentation of the purpose for the use of sick time by an employee under this section is a violation of this agreement.

E. Employees must provide 7 days' notice, or as soon as the need for the absence becomes known, of anticipated use of ESTA time.

F. Transfer of ESTA time from one employee's bank to another is prohibited.

G. All employees must request the use of earned sick time by tracking hours taken within WorkDay..

12.3.4 Unpaid Time.

Employees taking "Lost Time" or unpaid time must receive manager approval in advance and will be coded appropriately for unpaid hours. Personal vacation time must be exhausted prior to requesting unpaid time for vacation use.

Unpaid time may be requested for:

- Approved vacation time used during the six (6) months of probationary period prior to eligibility to use vacation allowanced.
- Absences caused by illness or injury, when personal vacation or sick time has been exhausted

12.3.5 Short-term Disability. The University shall provide regular full-time employees with short-term disability insurance for those absences caused by illness or injury for a period longer than twenty (20) work days and less than six (6) months, subject to the conditions of the master policy (75% of the base weekly rate, no maximum).

A. Staff with a disability that qualifies for short term disability, who do not have enough sick leave hours available to cover the waiting period prior to short term disability leave may draw up to 10 days per event from the Short Term Disability Benefit Hours Pool to cover that portion of the waiting period for short term disability. All personal sick leave hours must be exhausted before staff may draw from the Short-Term Disability Benefit Hours Pool.

B. An employee may elect to transfer up to twenty-four (24) hours of vacation, each calendar year to the bargaining unit short-term disability sick leave pool, for employees who are on short-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. Employees requesting vacation hours from the short-term disability sick leave pool will be paid the hours at the rate of pay last received by the employee. The employee receiving hours from the short-term disability sick leave pool can receive no more than the equivalent of 80 hours of pay per pay period. After the waiting period has been met, employees will be required to use all accrued vacation to supplement their short-term disability pay (75%) before drawing additional time from the short-term disability sick leave pool. The total number of hours paid to an employee on disability will not exceed 120 hours in any calendar year. The maximum hours in the short-term disability sick leave pool shall not exceed 1,200 at any given point in time. The University will notify the Union when a total of 1,200 hours have been donated. Any donated, but unused vacation hours in the short-term disability sick leave pool, up to the maximum, shall be carried over to the next calendar year.

12.3.6 Long-term Disability. The University shall provide regular full-time employees with long-term disability insurance for those absences caused by illness or injury for a period longer than six (6) months, subject to the conditions of the master policy.

12.4 Insurance.

12.4.1 Benefits Committee. University will meet quarterly with the Union Insurance Committee. Purposes of meeting are for Union and University to inform, obtain input and options, share wellness initiatives, discuss the University's costs of health insurance plan, etc. AFSCME representatives to the committee shall be selected by their Executive Board. 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 (APSS, POAM/COAM, AFSCME, Confidential PSS, AP and Faculty).

12.4.2 Hospital, Medical, Dental, and Vision Insurance(s). The University shall make available hospital, medical, dental, and vision insurance(s) to the staff members covered by this agreement to the same extent, 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 above referenced insurance plans offered uniformly to all University groups and employees.

Any regular part time staff member whose normal schedule averages between 21 and 29 hours per week and hired after September 30, 2017 will not be eligible for health benefits. Part time staff members in a benefit eligible part time position prior to October 1, 2017 will be offered the opportunity to retain their health benefit by paying 50% of the University cost of those benefits.

The University retains the right to make changes to the health insurance carrier(s) it offers, and will make every effort to provide comparable benefit options overall, as provided under any new insurance program. The University will call a special conference prior to making any changes.

12.4.3 Life Insurance. The University shall continue to make available a group life insurance program. The program shall be the same program as applicable to the University's other employees. The minimum life and accidental death and dismemberment insurance amount will be an amount equal to base salary.

12.5 Retirement.

12.5.1 Retirement Plan. Employees of the University shall be eligible to participate in the Maintenance, Grounds and Service Employees Retirement Plan as amended. There will be no benefit changes in retirement plan documents without negations between University and Union.

Effective May 1, 2022, the terms of the Defined Benefit Plan for AFSCME is adjusted to extend the age for the reduction from "before attaining age 61" to "before attaining age 62". Staff members that have reached the age of 55 but have not yet attained the age of 62 (61 and 11 months) may elect an early retirement with a reduction factor of .0025.

12.5.2 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 official retirees.

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

Retiree Prescription Drug Insurance. Grand Valley State University and AFSCME Local #2074 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 AFSCME 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.

12.5.3 Cost of Defined Benefit Retirement Plan (Pension). The parties agree to annually meet in April to review the Actuarial Valuation Report for the Maintenance, Grounds and Service Employee's Defined Benefit Retirement plan. The Union will keep their members informed about the plan costs. If the "Recommended Funding of Payroll" is less than 12% employees will have no contribution. If the "Recommended Funding of Payroll" is above 12% in the last year of this contract, the parties agree that this will be a bargaining issue during negotiations for the next contract.

The staff member contribution for the Defined Benefit Plan will 6.25% for the term of this Agreement.

12.5.4 Defined Contribution Retirement Plan (403b).
The University's contribution for the Defined Contribution Plan (403b) will be 8%. Staff members may contribute an additional 1% or 2% to the Defined Contribution Plan. This staff member contribution will be matched by the University. If economic/business conditions deteriorate to levels that threaten the compensation and/or employment of AFSCME staff members, the terms regarding funding of retirement benefits may, upon mutual agreement, be re-examined.

12.6 Uniforms. The University agrees to provide without cost to the employees working uniforms comprised of trousers, shirts and outerwear (reference uniform order sheet), which employees shall be required to wear during their working hours.

12.7 Worker's Compensation. Employees of the University shall be entitled to benefits as required under the Worker's Compensation Act. Whether or not medical care or absence from work seems necessary, employees shall report all serious accidents and resulting injury to their manager as soon as possible but no later than by the end of the employee's shift, all others must be reported within twenty-four (24) hours. If the employee is released to return to work within the six (6) months of worker compensation leave, they will be returned to their former position. If the employee is able to return to work within the first twelve months of extended sick leave (within eighteen months of the last day worked), the employee will be offered the

next available position for which they are qualified. Such position shall be equal in hours to the position previously held, unless otherwise agreed between the university, the employee, and the Union. The University will continue to pay medical coverage premium but the staff member is responsible for their portion of the premium for their elected coverage.

12.8 Tuition Reduction Programs.

12.8.1 Academic Participation for Staff and Retirees. A regular staff member may, with approval of their manager, enroll in Grand Valley State University courses tuition free. One course per fiscal year, for up to 3 hours may be taken during the scheduled work week, with manager approval. Exceptions may be granted for a flexible schedule while ensuring operational coverage requirements. Retirees may enroll with the approval of the Human Resources Office.

12.8.2 Reduced Tuition for Spouses and Eligible Dependents of Staff and Retirees. Spouses and eligible dependents of regular staff and retirees are eligible for a fifty (50) percent reduction of their tuition costs for all Grand Valley State University courses. Spouses and eligible dependents of regular staff and retirees who use this benefit are subject to the admission and academic requirements of the University.

12.9 Bereavement Leave.

1. In the event of the death of an immediate family member as defined in #5 below, an employee will be granted paid leave, not chargeable to accumulated sick time not to exceed five (5) work days if the deceased lived in the state of Michigan (excluding the Upper Peninsula) or seven (7) work days if the deceased lived outside the state of Michigan or in the Upper Peninsula of Michigan. Extension may be granted in extenuating circumstances, by the Human Resource Office. Any additional time granted, however, will be deducted from the employee's accumulated sick or vacation balance.

2. Bereavement time for the death of friends or other relatives shall not exceed twenty-four (24) work hours per fiscal year for full-time employees. Part-time employees shall receive prorated bereavement time, per fiscal year.

3. Employees must notify their immediate Manager of their intended absence before their scheduled starting time stating their relationship to the deceased.

4. Employees may be required to provide documentation when reporting to work on their first workday following their absence. Failure to comply with this provision may result in the withholding of pay for such leave days.

5. Immediate family member is defined as staff member's spouse, child, mother, father, brother, sister, 'step' of the previous, in-laws (father, mother, brother, sister, daughter, son), grandparent, grandchild, spouse's grandparent, spouse's grandchild, foster child, or an adult who stood in loco parentis to the employee during childhood to a maximum of five working days, if needed. Extension may be granted in extenuating circumstances, by the Human Resource Office.

6. With the manager's approval, an employee may be released from work for that part of that day needed to attend the funeral of a staff member of the University.

12.10 The Family and Medical Leave Act. The Family and Medical Leave Act will be followed in administering benefits. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.

Section 13 Miscellaneous Provisions

13.1 Other Work Assignments. It is agreed that employees at the University may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications or due to unseasonable weather. It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the University to utilize the talents and services of regular full-time employees during normally slow periods.

13.2 Bulletin Boards. The University will provide enclosed, lockable bulletin boards at each time-clock location for the exclusive use of the Union for posting notices of the following types:

1. Notices of official recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. General Union information.

Use of other bulletin boards of the University by the Union shall be subject to the general rules and regulations of the University regarding the use of bulletin boards. In no event shall the Union post notices of a political nature on University's bulletin boards. All notices shall be submitted to the managers for approval and posting. The key to the locks on the boards shall be kept in the custody of a manager.

13.3 Stewards. Each representation district shall be represented by no more than one (1) steward or alternate steward, who shall be regular employees assigned to that district. The stewards may, with prior approval from their managers, investigate and present legitimate grievances of employees in their district to the University during their regular working schedule without loss of pay. Stewards shall perform their regularly-assigned work at all times unless permission is expressly given by their managers to administer grievances, in which case the time must be devoted only to the proper handling of such grievances. The Union shall advise the University of any change in steward assignments when necessary.

13.4 Bargaining Committee. The Union's bargaining committee shall consist of the Local President, Local Chief Steward, (1) regular employee from Pew Campus and Regional Centers and three (3) others to be chosen by the union. With prior mutual agreement between the University and the Union, an additional regular employee may be added to the committee.

Such committee may also include representatives from AFSCME Michigan and/or the International Union.

13.5 Loss of Time for Union Business. The parties agree that except for reasons specifically identified in the Contract staff members will continue to be required to take lost time for Union business requiring time away from work. As in the past such lost time must receive manager approval in advance of being taken.

Recognizing the need for continued cooperation between the parties the University agrees to pay for lost time for Union business on the following conditions:

A. The lost time has been approved in advance.

B. The Union will promptly reimburse the University for such lost time at the employee's pay rate multiplied by the hours of lost time, plus twenty (20) percent. (The additional amount reflects the University's cost of necessary payroll taxes and insurances.)

C. Lost time hours for Union business will not be counted as hours worked for overtime.

D. The University will only pay for approved lost time taken during regularly scheduled work hours. The University will not pay for Union business outside of scheduled work hours.

If the Union fails to reimburse the University for any reason, the University reserves the right to deduct the amount in question from the Union dues collected by the University for the Union.

13.6 Safety. Employees will utilize prescribed safety equipment and will wear safety shoes and those who wear glasses will wear prescription safety glasses immediately. The University may require the use of safety shoes and will pay up to $100.00 toward the cost of one pair of shoes per year. The employee may bank, and not spend, the $100.00 from one year and use it in the next year together with the $100.00 provided in that year. This provides up to $200.00 toward the purchase of one pair of shoes. The employee shall not bank or accrue more than $200.00. The University may require the use of safety glasses and will provide the first pair of glasses or pay the equivalent of the lowest price at which glasses are available. The University will pay the difference in cost of regular prescription glasses and safety glasses on proof of the difference in cost up to a maximum of $20.00 per pair of glasses. All employees hired will be expected to have safety shoes and safety glasses immediately.

13.7 Complete Agreement. It is the intent of the parties hereto that the provisions of the Agreement supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, and shall govern their entire relationship. 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. If, during the life of the Agreement, any of the provisions contained herein are held to be invalid by operation of law or by the tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any

provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

13.8 Evaluation. If an evaluation procedure is used, the written evaluation will be shown to the employee before it is placed in the Facilities Services file. Employees will be permitted to comment on the evaluation and may include a written response in the file. Bargaining unit members will be informed of the general context upon which they will be evaluated. Evaluations are not subject to the grievance procedure unless the University chooses to use them as support for a disciplinary action. Employees will receive a copy of their evaluation.

13.9 Development. It is the intent of the university and the union to continue education and hands on training opportunities as a pathway to develop all employees looking to advance within the university structure.

Section 14 Termination and Modification

14.1 Duration. This Agreement shall remain in effect from May 1, 2025 until 11:59 p.m., April 30, 2029 and from year to year thereafter, unless notice of termination or modification is given as provided in this Section 14. The parties agree that neither party shall request the other party to negotiate with respect to any other matter, and neither party shall have an obligation to negotiate or bargain with the other with respect to such other matters during the terms of this Agreement.

14.1.1 Termination. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as herein provided, or if each party giving a notice of termination withdraws same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

14.1.2 Modification. If either party desires to modify or change this Agreement effective after the termination date referred to in Section 14.2, it shall, sixty (60) days prior to the termination date, give written notice of amendment, in which event the notice of the amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

14.2 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to American Federation of State, County and Municipal Employees, AFSCME Michigan, Lansing, Michigan, and if to the University, addressed to the AVP for Human Resources, Grand Valley State University, or to any such address as the Union or the University may make available to each other.

JOB TITLES/CLASSIFICATIONS

Job Title/Classification	Grade
Custodian	1
Utility Staff/Material Handler	2
Gardener 2	2
Groundskeeper	3
Utility Staff / Material and Mail Handler Assistant	3
Painting Assistant	3
General Maintenance Assistant	3
Service Staff	3
General Maintenance Mechanic	4
Groundskeeper II	4
Mail Specialist	4
Service Staff Mechanic	4
Utility Staff Specialist	4
Boiler Operator Trainee	5
General Maintenance Specialist	5
Grounds Maintenance Specialist	5
Service Staff Specialist 5	5
Boiler Operator	6
Electrical Specialist I	6
Food Services Specialist I	6
Hardware Specialist 1	6
HVAC Specialist I	6
Plumbing Specialist I	6
Preventative Maintenance Specialist	6
Painting Specialist	6
Boiler Engineer	7
Electrical Specialist II	7
Food Services Specialist II	7
Hardware Specialist II	7
HVAC Specialist II	7
Plumbing Specialist II	7
Preventative Maintenance Specialist II	7
Master Boiler Engineer	8
Master Electrician	8
Master Food Service Specialist	8
Master Hardware Specialist	8
Master HVAC Specialist	8
Master Plumber	8

APPENDIX A

WAGES

Rates Effective 05/01/2025 to 04/30/2029

(all units stated in $ per hour)

YEAR 1

Rates Effective 05/01/2025 to 04/30/2026 (+4.5%)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8 (New)
1	18.02	19.12	20.18	22.02	26.28	27.85	30.38	33.42
2	18.35	19.35	20.36	22.46	26.80	28.41	30.98	34.08
3	18.68	19.59	20.53	22.91	27.35	28.98	31.61	34.77
4	19.01	19.82	20.71	23.37	27.89	29.55	32.24	35.46
5	19.34	20.05	20.89	23.84	28.44	30.15	32.89	36.18
6	19.68	20.30	21.10	24.42	29.17	30.90	33.70	37.07
7	19.68	20.30	21.10	24.42	29.17	30.90	33.70	37.07
8	19.68	20.30	21.10	24.42	29.17	30.90	33.70	37.07
9	19.68	20.30	21.10	24.42	29.17	30.90	33.70	37.07
10	22.06	23.19	24.45	26.26	29.74	32.30	35.00	38.50
11	22.06	23.19	24.45	26.26	29.74	32.30	35.00	38.50
12	22.06	23.19	24.45	26.26	29.74	32.30	35.00	38.50
13	23.82	24.98	26.29	28.19	30.34	34.33	37.11	40.82
14	23.82	24.98	26.29	28.19	30.34	34.33	37.11	40.82
15	23.82	24.98	26.29	28.19	30.34	34.33	37.11	40.82
16+	25.56	26.80	27.97	30.83	33.78	36.80	39.72	43.69

YEAR 2

Rates Effective 05/01/2026 to 04/30/2027 (+3.25%)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8 (New)
1	18.61	19.74	20.84	22.74	27.13	28.76	31.37	34.51
2	18.95	19.98	21.02	23.19	27.67	29.33	31.99	35.19
3	19.29	20.23	21.20	23.65	28.24	29.92	32.64	35.90
4	19.63	20.46	21.38	24.13	28.80	30.51	33.29	36.61
5	19.97	20.70	21.57	24.61	29.36	31.13	33.96	37.36
6	20.32	20.96	21.79	25.21	30.12	31.90	34.80	38.27
7	20.32	20.96	21.79	25.21	30.12	31.90	34.80	38.27
8	20.32	20.96	21.79	25.21	30.12	31.90	34.80	38.27
9	20.32	20.96	21.79	25.21	30.12	31.90	34.80	38.27
10	22.78	23.94	25.24	27.11	30.71	33.35	36.14	39.75
11	22.78	23.94	25.24	27.11	30.71	33.35	36.14	39.75
12	22.78	23.94	25.24	27.11	30.71	33.35	36.14	39.75
13	24.59	25.79	27.14	29.11	31.33	35.45	38.32	42.15
14	24.59	25.79	27.14	29.11	31.33	35.45	38.32	42.15
15	24.59	25.79	27.14	29.11	31.33	35.45	38.32	42.15
16+	26.39	27.67	28.88	31.83	34.88	38.00	41.01	45.11

YEAR 3

Rates Effective 05/01/2027 to 04/30/2028 (+3.00%)								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8 (New)
1	19.17	20.33	21.47	23.42	27.94	29.62	32.31	35.55
2	19.52	20.58	21.65	23.89	28.50	30.21	32.95	36.25
3	19.87	20.84	21.84	24.36	29.09	30.82	33.62	36.98
4	20.22	21.07	22.02	24.85	29.66	31.43	34.29	37.71
5	20.57	21.32	22.22	25.35	30.24	32.06	34.98	38.48
6	20.93	21.59	22.44	25.97	31.02	32.86	35.84	39.42
7	20.93	21.59	22.44	25.97	31.02	32.86	35.84	39.42
8	20.93	21.59	22.44	25.97	31.02	32.86	35.84	39.42
9	20.93	21.59	22.44	25.97	31.02	32.86	35.84	39.42
10	23.46	24.66	26.00	27.92	31.63	34.35	37.22	40.94
11	23.46	24.66	26.00	27.92	31.63	34.35	37.22	40.94
12	23.46	24.66	26.00	27.92	31.63	34.35	37.22	40.94
13	25.33	26.56	27.95	29.98	32.27	36.51	39.47	43.41
14	25.33	26.56	27.95	29.98	32.27	36.51	39.47	43.41
15	25.33	26.56	27.95	29.98	32.27	36.51	39.47	43.41
16+	27.18	28.50	29.75	32.78	35.93	39.14	42.24	46.46

YEAR 4

Rates Effective 05/01/2028 to 04/30/2029 (+3.00%)								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8 (New)
1	19.75	20.94	22.11	24.12	28.78	30.51	33.28	36.62
2	20.11	21.20	22.30	24.61	29.36	31.12	33.94	37.34
3	20.47	21.47	22.50	25.09	29.96	31.74	34.63	38.09
4	20.83	21.70	22.68	25.60	30.55	32.37	35.32	38.84
5	21.19	21.96	22.89	26.11	31.15	33.02	36.03	39.63
6	21.56	22.24	23.11	26.75	31.95	33.85	36.92	40.60
7	21.56	22.24	23.11	26.75	31.95	33.85	36.92	40.60
8	21.56	22.24	23.11	26.75	31.95	33.85	36.92	40.60
9	21.56	22.24	23.11	26.75	31.95	33.85	36.92	40.60
10	24.16	25.40	26.78	28.76	32.58	35.38	38.34	42.17
11	24.16	25.40	26.78	28.76	32.58	35.38	38.34	42.17
12	24.16	25.40	26.78	28.76	32.58	35.38	38.34	42.17
13	26.09	27.36	28.79	30.88	33.24	37.61	40.65	44.71
14	26.09	27.36	28.79	30.88	33.24	37.61	40.65	44.71
15	26.09	27.36	28.79	30.88	33.24	37.61	40.65	44.71
16+	28.00	29.36	30.64	33.76	37.01	40.31	43.51	47.85

Year 4 is under 3% or me-to clause. If university AP/faculty salary adjustment program is above 3%, then that percentage difference is added to all wages.

For Staff Hired After 05/01/2022, if hired at a level other than 1, they will hold at that level until their years of service qualifies them to advance.

Level Advancement: Staff will advance a pay level each contract year during the term of this agreement. Staff selected for a position in a higher pay grade will move to that grade at their current level.

Crew leader assignments will be compensated at the rate of 10% of the employee's current rate of pay in their classification. A 30-day notice of cancellation for crew leader assignments can be initiated by the employee. If the Crew Leader is unable to perform the duties of the position as determined by the employer, a meeting shall be called between the employer, Union, and Crew Leader to discuss the concerns. If no resolution is reached the employer may give 30 days' notice to the Crew Leader ending the Crew Leaders assignment.

APPENDIX B

Boiler Trainees 3, Boiler Operators 4, and Boiler Engineers 6

In recognition of the unique 7-day continuous operation of Central Utilities, AFSCME Local 2074 and Grand Valley State University, hereby agree that:

1. The regular workweek shall consist of 40 hours per calendar week.

2. Shifts shall consist of an 8, 10, or 12 hour workday.

3. Overtime will be paid only for hours worked in excess of the employee's normally scheduled workday, or 40 hours per week.

4. Holiday pay will be paid for the hours the employee is regularly scheduled to work, regardless of whether the employee works on the holiday.

5. An employee will receive double time for the hours worked on a holiday, in addition to the holiday pay.

6. Vacation hours will be charged, and paid to the employee, for the hours normally scheduled, but not worked because the employee is on vacation.

7. Sick leave shall be charged, and paid to the employee, for the hours normally scheduled but not worked because the employee is absent for reasons outlined in section 12.3.2.

8. Vacation and sick accruals will be equalized each January to ensure that an employee is not shorted vacation or sick accrual due to their shift schedule.

9. In the event of anticipated vacancies, the University will post Boiler Trainee 3 opportunities. Individuals expressing an interest in such position will be offered internal and/or external training opportunities to prepare them for potential future vacancies. In the event of unanticipated vacancies, the University is free to seek outside candidates in the event that there is no qualified internal candidate.

10. To become a Boiler Operator 4, a Boiler Trainee 3 must pass the Boiler Operators test within 2 months of becoming eligible for the test. A Boiler Trainee 3 is eligible for the Boiler Operators test after working for one year as a Boiler Trainee 3. In addition, all licensed Boiler Operators must pass the Boiler Engineers test and become licensed Boiler Engineers within 2 months of becoming eligible for the test. Licensed Boiler Operators are eligible for the Boiler Engineer test after a total of 4 years experience as a Boiler Operator (the one year prior to taking the Boiler Operator test plus 3 additional years). A person who fails to pass the Boiler Operators or Boiler Engineers test will be returned to the position they held at the time the person was assigned to boiler operations.

11. It is understood that it would be beneficial for all personnel to become familiar with the first shift operation and that to accomplish this some training will be necessary for a week or less at a time, up to twice each season. Efforts will be made to minimize disruption to personal lives when scheduling these training periods. In addition, the low seniority engineer will be scheduled in a similar way to work with operators on their shifts.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed:

For The Union:

-Signature on file-

Officer A.F.S.C.M.E., AFL-CIO

-Signature on file-

President, Local 2074

-Signature on file-

Chief Steward, Local 2074

-Signature on file-

Bargaining Committee Member

-Signature on file-

Bargaining Committee Member

-Signature on file-

Bargaining Committee Member

-Signature on file-

Bargaining Committee Member

For The University:

-Signature on file-

Chief Negotiator for Human Resources

-Signature on file-

Associate Vice President for Facilities Services Allendale

-Signature on file-

Associate Vice President for Facilities Services Grand Rapids and Regional Centers

-Signature on file-

Bargaining Team Member

-Signature on file-

Bargaining Team Member

-Signature on file-

Bargaining Team Member

-Signature on file-

Bargaining Team Member