

APPENDIX A – REPRESENTED TEMPORARY EMPLOYEES

Only the language of this Appendix, and the provisions of the Agreement expressly referenced in this Appendix, apply to Represented Temporary Employees and will constitute the entire agreement between the Union and the University regarding Represented Temporary Employees.

1.1 Temporary Positions

The University may hire temporary employees to perform bargaining unit work. Individuals in temporary positions are limited to one thousand fifty (1,050) hours of work, excluding overtime hours, in any twelve (12) consecutive month period from the individual's original date of hire. Temporary employees are considered at-will, and may be terminated by the University without cause or notice.

1.2 Represented Temporary Employees

A. Effective July 1, 2009, Employees other than students who have worked in temporary positions performing bargaining unit work for more than three hundred fifty (350) hours and less than one thousand fifty (1,050) hours (exclusive of overtime hours) in the preceding 12 consecutive months will be included in the bargaining unit according to Section B below and will

B. Represented Temporary Employees will be covered by the terms of this Appendix beginning the third payroll period following the conclusion of the payroll period in which they have reached three hundred fifty (350) regular hours. Employees who have become Represented Temporary Employees will remain in the bargaining unit during the year following a year in which they worked at least three hundred fifty (350) regular hours. For purposes of this subsection, a year will consist of the twenty-six pay periods starting with the pay period following the anniversary date of the employee's date of hire.

1.3 Compensation for Represented Temporary Employees

A. Represented Temporary Employees will be paid within one of the three (3) pay levels below, based on the duties typically associated with the position. The classifications identified in the description of each level are illustrative, and not intended to be exclusive:

1. Level 1 – Typically, the majority of the work performed is similar to the following classifications: Custodians, Foodservice, Office Assistants, Program Assistant and Grounds and Nursery Specialist 1 & 2.

Pay Range – Minimum wage - \$17 per hour

2. Level 2 - Typically, the majority of the work performed is similar to the following classifications: Secretary Senior, Program

Coordinators, Skilled Trades, Paraprofessionals, and Secretary Lead.

Pay Range - \$13 - \$26 per hour

3. Level 3 - Typically, the majority of the work performed is similar to the following classifications: Police Officers, Information Technology Specialists, and Speech Audiologist.

Pay Range - \$20 - \$41 per hour

B. A Represented Temporary Employee's initial placement and any subsequent movement within the assigned range will be at the discretion of the University based on the duties of the position, the training/experience of the employee, and available resources.

1.4 Hours of Work and Overtime

The University will assign the hours of work for Represented Temporary Employees. All hours worked in excess of forty (40) hours in a seven (7) day workweek will be considered overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.

1.5 Other Provisions

The following articles in the Agreement apply to Represented Temporary Employees:

Article 1

Article 2

Article 4

Article 5

Article 7

Article 8

Article 9

Article 11 (except for Section 11.1.1(a), which will not apply to Represented Temporary Employees)

Article 12

Article 16

Article 23

Article 26

Article 42

Article 45

1.6 Grievance Procedure

A. For the purposes of this Section, a grievance is defined as an allegation by the Union, on its own behalf or on behalf of one or more Represented Temporary Employee(s), that there has been a violation, misapplication, or misinterpretation, of this Appendix. The University's decision to discipline or terminate a Represented Temporary Employee is not grievable.

B. Sections 40.3 through 40.8 of Article 40 – Grievance Procedure, apply to Represented Temporary Employees. The Step 2 procedure described in Section 40.8 will be the final step in any grievances filed under this Section.