

ARTICLE 39

STAFFING COMMITTEE

- A.** The Union and the University hereby agree to meet every other month at each medical center location to address staffing issues and to try to develop reasonable workload guidelines. The parties may agree to meet more or less often. Campus location means all work units associated with a campus, including those at off-campus sites. Such meetings will occur in accordance with the following:
1. The Union must request a meeting and the parties must agree to the meeting date.
 2. The Union must submit a written agenda identifying staffing concerns it wishes to discuss. Such agenda must be submitted to the designated campus representative at least ten (10) work days before the proposed meeting date.
 3. In the event the University has agenda items regarding staffing, the University shall present its agenda to the Union at least ten (10) work days before the scheduled meeting.
 4. In the event neither party submits an agenda item ten (10) work days before the scheduled meeting, the meeting will not be convened.
 5. Individuals who can effectively address the staffing issues that are identified in the submitted agenda will represent each party at the meeting
 6. The staffing committee will be made up of no more than eight (8) Union representatives, however, not more than four (4) from any operational department and eight (8) management representatives. These eight (8) union representatives shall be in a without loss of straight time pay status provided meetings are scheduled during normal working hours. Additional individuals may attend by written agreement of the parties. The Union must submit a written request for employee release time at least seven (7) work days before the scheduled meeting. Such employees will be counted as union representatives, and the release time shall be granted unless operational requirements determine otherwise. Permission to attend these meetings shall not be unreasonably denied.
 7. The Union may present staffing concerns and propose solutions at the staffing committee meetings. The University shall respond to the union in a timely manner.
 8. The parties may use the meetings to discuss the issues pertaining to custodial workload, with the square footage conversion table referenced in the Side Letter of September 26, 2001, as one consideration in the discussions. The University recognizes that custodial work may be performed by individuals in classifications other than "custodian" at some campuses/hospitals/laboratories. Other considerations will include, but not be

limited to, factors such as the type of area to be cleaned, (e.g., classrooms, medical facilities, washrooms, laboratories; areas with easily removable seating vs. areas with fixed equipment/furniture), the scope of routine cleaning activities, (e.g., waste removal, sweeping, dusting, etc.), the scope of special cleaning project activities, (e.g., stripping/waxing/buffing floors, refinishing surfaces, etc.), the combination of areas to be cleaned (e.g., classrooms and washrooms), the type of cleaning expected, the expected cleaning results and how often specific cleaning expectations are performed (e.g., trash emptied daily/weekly), the number of employees assigned to the work. Other relevant work related factors not mentioned herein may also be considered by the parties. The union may request relevant and necessary information as soon as practicable before the proposed meeting date. The University will provide relevant and necessary information about staffing issues at least forty-eight (48) hours before the meeting, provided the requested information can be reasonably gathered in time to provide it within two working days before the meeting. If the information cannot be provided by 48 hours before the meeting, the University will notify the union as soon as practicable. The meeting date may be postponed for a reasonable period. The Union agrees not to make unduly burdensome information requests.

- B.** The University retains the sole prerogative to make decisions about staffing. The union retains the right to bargain over the effects of the University's staffing decisions.
1. The union agrees to identify the known effects of the staffing change it wishes to bargain at the time it makes the bargaining request. During the course of negotiations, the union can raise additional effects issues as they become known.
 2. The University shall negotiate over the effects identified by the union, insofar as they are the mandatory subjects of bargaining: wages, hours, and terms & conditions of employment.
 3. The University shall furnish existing workload guidelines upon request by AFSCME.
- C.** The University's failure to comply with the procedural requirements in this Article is grievable and arbitrable. However, the University's staffing decisions are not grievable or arbitrable, nor is the modification of a staffing decision a remedy that an arbitrator can award.
- D.** Additionally, the fact the parties may not agree on workload guidelines shall not be subject to the grievance and arbitration provision of this Agreement.