

AGREEMENT BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND
CMU SUPERVISORY-TECHNICAL
ASSOCIATION
MEA-NEA

July 1, 2021 – June 30, 2026

**Collective Bargaining Agreement By and Between
Central Michigan University and the CMU Supervisory-Technical Association/MEA-NEA**

S-0-1 PREAMBLE

The University and the Supervisory-Technical Association/MEA-NEA recognize the moral principles involved in the areas of civil rights and affirmative action and reaffirm in the following negotiated Agreement their commitment not to discriminate with respect to the application of the terms of this agreement because of participation in or affiliation with any labor organization, race, color, religion, sex, age, national origin, marital status, weight, height, and handicap except to the extent that such matters are, under law, allowable, bona fide job qualifications.

The University and the Association recognize the moral principles involved in the area of civil rights and have reaffirmed their commitment not to discriminate with respect to the terms and applications of this agreement. Because of the many remedies available under law, the provisions of this preamble are not grievable under this Agreement.

CMU does not discriminate on the basis of sex in the education program or activity that it operates, including admission and employment, and is required by Title IX of the Education Amendments of 1972 not to discriminate in such a matter.

Inquiries about the application of Title IX can be made to CMU's Title IX Coordinator, the US Department of Education's Assistant Secretary, or both.

CMU's Title IX Coordinator can be reached at:

Office: 103 E. Preston St.
Bovee University Center, suite 306
Mount Pleasant, MI 48858

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S-1-1 AGREEMENT

This Agreement is entered into this 8th day of June, 2021 between the Board of Trustees of Central Michigan University, being the constitutional and statutory board of control of Central Michigan University (hereinafter referred to as "Employer") and the Supervisory-Technical Association/MEA-NEA of Central Michigan University (hereinafter referred to as "Association").

S-2-1 DEFINITIONS

a. **Regular Employee**

A regular employee is an individual who is employed on a continuing basis.

b. **Provisional Employee**

A provisional employee is a person who is employed for a period of time which will equal or exceed one (1) academic year with the duration of his/her appointment contingent on the continuation of the program and availability of funds.

When a provisional position is created, the Employer shall inform the Association of the position and the expected duration of the position.

During the first five (5) years of continuous employment in the provisional position into which the employee was hired or into which he/she bid, a provisional employee shall have all rights and benefits of the Agreement except the right to bump as specified in S17. After five (5) years of continuous employment in the provisional position into which the employee was hired or into which he/she bid, a provisional employee shall have all rights and benefits, including the right to bump, as well as being subject to being bumped.

c. **Temporary Employee**

A temporary employee is a person who works at a designated temporary job to meet the requirements of the Employer that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased workloads, or any other conditions that may create short-term staffing needs. The duration of the temporary appointment should normally not exceed one (1) year. However, the temporary appointment may be extended an additional six (6) months with Association concurrence.

d. **Full-Time Employee**

A full-time employee is an employee who is normally scheduled to work a minimum of forty (40) hours per week on a continuing basis

e. **Part-Time Employee**

A part-time employee is an employee who is normally scheduled to work less than forty (40) hours per week and at least twenty (20) hours per week on a continuing basis; or an employee who works less than twelve (12) months a year. Paid time off and benefits are adjusted for part-time employees.

f. **Probationary Employee**

Any new employee is considered to be in a probationary status for the first ninety (90) calendar days of continuous employment, provided, however, that upon the request of the appointing authority, the office of Employee Relations may extend this status for up to an additional ninety (90) calendar days. If such an extension of probationary status is being considered, the Association will be notified and allowed to discuss the rationale behind this extension.

A probationary employee may not resort to the Grievance, Mediation or Arbitration Procedure for relief if the employee is discharged or disciplined except for union activity. There will be no formal notice of end of probation. The employee will be notified only if the probation has been extended.

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During the probationary period, at least two (2) written evaluations shall be made by the immediate supervisor at thirty (30) and sixty (60) calendar days, and these written reviews shall become part of the employee's personnel record. These reports are designed to protect the rights of the employee and the Employer by making both parties aware of the individual's progress.

g. **Seniority**

For persons employed as ST employees at the University, seniority will be calculated from their University hire date.

S-3-1 RECOGNITION

The Employer acknowledges the express desire of its employees to be represented by the Association as indicated in the Consent Election held on September 1, 1982, and recognizes the Association as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for the term of this Agreement in the designated bargaining unit. The designated bargaining unit is found in the Agreement for Consent Election dated September 1, 1982, and the parties agree that the following description, as updated, accurately represents what is set forth in that Consent Election Agreement.

S-3-2

All regular and provisional full-time and regular and provisional part-time Supervisory-Technical employees of Central Michigan University, located in Mt. Pleasant, Michigan, excluding employees occupying positions of a confidential nature, those employees who are on the Student Employees Payroll or its equivalent, Senior Officers, Professional and Administrative employees, Office Professionals, Service Maintenance employees, CMU Police bargaining unit employees, Public Broadcasting bargaining unit employees, Faculty, off-campus employees (i.e., not in Mt. Pleasant) and temporary employees. A copy of a list of classifications allocated to the ST group can be found in Appendix C. Job descriptions for ST positions are located on the web at

https://www.cmich.edu/fas/hr/HREmploymentServices/Pages/Job_Descriptions.aspx

S-4-1 RIGHTS OF THE EMPLOYER

The Employer has the right to the general supervision of the institution and the control and direction of all expenditures from the institution's funds.

S-4-2

The Employer reserves and retains solely and exclusively all rights to manage, direct and supervise the Employer's work force including, but not limited to, the right to hire, discipline, suspend, discharge, promote, demote, reclassify, transfer, or lay off employees; or to reduce or increase the size of the working force or to make reasonable judgments as to the ability and skill of employees or to schedule hours and shifts, or determine the standards for University work, methods, processes, means and materials to be used in accomplishing the constitutional purposes for which the University is organized except as expressly limited by this Agreement. In no event shall the terms of this paragraph in any way limit the constitutional mandates placed upon the University.

S-5-1 ASSOCIATION RIGHTS

The Association shall be notified of, and maintain the right to discuss, all personnel transactions which pertain to positions within the ST bargaining unit; such as, but not limited to: new positions, transfers, promotions, demotions, posting of vacant positions, alterations in job descriptions on the web, leaves of absence, suspension, discharge, reclassifications, voluntary terminations, temporary employees who have been employed for more than twelve (12) months, and decisions not to fill a vacant position (when the HR department is notified). Such notices will be sent to the Association president and treasurer.

Quarterly, the University will provide to the president of the Association, a listing of all employees assigned to the ST group.

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S-5-2 REORGANIZATIONS:

In the event of a temporary reorganization of more than one (1) month or a permanent reorganization of a department, division, etc. that changes the wages, hours, terms and conditions of employment of ST Bargaining unit member(s) the parties shall meet to review and discuss the implementation of the reorganization at least one (1) week in advance of the implementation. Except in an emergency, the employee shall be given a two (2) week notice when reorganizations result in a change in their hours of work. Longer notice will be considered and practiced whenever the Employer considers it practical to do so.

S-5-3 MEETING SPACE (Use of):

The Association may schedule through the appropriate office, meeting rooms for Association business as long as University policies and procedures are followed. If there is a cause for concern, a Special Conference will be convened to discuss the matter.

S-5-4 CHANGE IN CLASSIFICATION:

The University shall not change the duties and responsibilities of a bargaining unit member with a resultant lower pay level and classification as a part of the disciplinary process. It is understood, however, that it may be necessary on occasion to change an employee's job duties and responsibilities to more effectively serve the changing needs of the University. In such case, the affected bargaining unit member shall be involved in discussion(s) prior to any changes taking place and shall have the opportunity to call for a Special Conference to discuss options and concerns.

S-5-5 JOB DESCRIPTIONS:

An employee may obtain a copy of their job description from the web at https://www.cmich.edu/fas/hr/HREmploymentServices/Pages/Job_Descriptions.aspx.

Whenever job descriptions on the web are revised, Human Resources will notify the employee and the Association by email.

S-5-6 SUPERVISION OF ST EMPLOYEES:

Supervisory-Technical employees shall not be supervised by office professional or service maintenance employees.

S-6-1 PAYMENT FOR ASSOCIATION REPRESENTATION

The University and the Association recognize that the Association is the exclusive bargaining agent for all employees in the bargaining unit. Consistent with the requirements of the Michigan Public Employment Relations Act ("PERA"), as amended, the parties further recognize that membership in the Association is not required as a condition of continued employment. The parties recognize that employees covered by this Agreement may not be compelled to:

- a. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
- b. Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
- c. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- d. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

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S-6-2 ASSOCIATION MEMBERS

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures to the extent that such policies and procedures are in compliance with the Michigan Public Employment Relations Act, as amended.

S-6-3 The Association agrees to indemnify and save the Employer harmless against reasonable attorney fees and court costs and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the Employer shall give timely notice of such action to the Association and shall permit the Association's intervention as a party if the Association desires. If the Association chooses to intervene, the Employer agrees to give full and complete cooperation to the Association and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both trial and appellate levels.

S-7-1 DEDUCTION OF ASSOCIATION DUES

a. **Payment by Deductions**

During the life of this Agreement, the Employer agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct monthly membership dues in an amount established by the Association, proportionately each pay period, from the wages due all members of the Association and the bargaining unit who individually and voluntarily give the Employer written authorization to do so provided such authorization is signed and dated on or after July 1, 2013. The Employer shall forward such dues to the Treasurer of the Association at an address furnished in writing to the Payroll Office by the Association on or before the seventh (7th) day after each pay date.

Such written authorization shall be effective until revoked in writing signed by the employee and delivered to the Association and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office.

The Association agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Association dues from any bargaining unit member's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association as set forth above.

b. **Deductions**

Deductions shall be made only in accordance with the provisions of said Payroll Deduction Authorization, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues and special assessments or any other deductions not in accordance with this provision.

c. **Delivery of Executed Authorization of Payroll Deduction Form**

A properly executed copy of such Payroll Deduction Authorization for each bargaining unit member for whom the Association membership dues are to be deducted hereunder shall be delivered to the Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization which is incomplete or in error will be sent to the Treasurer of the Association by the Employer.

d. **When Deductions Begin**

Deductions under all properly executed Payroll Deduction Authorization forms shall become effective at the time the application is tendered to the Payroll Office and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the bargaining unit member has sufficient net earnings to cover such payment. The Association will be notified if there are not sufficient net earnings to cover such payment.

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e. **Refunds**

In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution or Bylaws, refunds to the bargaining unit member will be made by the Association.

f. **Termination of Deduction**

A bargaining unit member shall cease to be subject to deductions beginning with the pay period immediately following receipt of notice revocation of dues deduction authorization by the Payroll Office. The Association shall be notified by the Employer of the names of such bargaining unit members following the end of the pay period in which the termination took place.

g. **Disputes Concerning Deduction**

Any dispute between the Association and the Employer which may arise as to whether or not a bargaining unit member properly executed or properly revoked a Payroll Deduction Authorization form shall be reviewed with the bargaining unit member by a representative of the Association and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.

h. **Limit of the Employer's Liability**

The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by bargaining unit members.

i. **List of Members Paying Dues Directly**

The Association shall furnish the Payroll office within thirty (30) consecutive calendar days after the effective date of this Agreement, the names of all members paying dues directly to the Association. Thereafter, the Association will furnish the Payroll office a monthly list of any changes.

S-8-1

SPECIAL CONFERENCES

Special Conferences under this Agreement between the Association and the Employer are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Association's representative and the Employer or its designated representative upon request of either party. Such meetings shall be between representatives of the Employer and up to five (5) representatives of the Association. More members of the Association may attend by mutual agreement. The members of the Association shall not lose time or pay for time spent on Special Conferences. Arrangements for such Special Conferences shall be made 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 matters taken up at this Special Conference shall include only those items on the agenda. Any amendments to this Agreement shall be mutually agreed to by the Employer and the Association at Special Conferences with the understanding that approval by the Association membership and the Board of Trustees of the University may be required for certain amendments.

S-9-1

GRIEVANCE PROCEDURE

The Employer and the Association recognize the value and importance of full discussion for the purpose of clearing up misunderstandings and preserving the good working atmosphere at the University. The Employer and the Association encourage employees to bring their problems to their immediate supervisors to work them out whenever possible.

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S-9-2 DEFINITION OF GRIEVANCE

Grievances within the meaning of the grievance procedure shall consist only of disputes about the interpretation or application or alleged violations of the clauses of this Agreement or written supplemental agreement thereto.

S-9-3 The Association President or designee shall be allowed time off the job without loss of time or pay to investigate, reduce to writing, or present grievances which the Association is to discuss or has discussed with the University, upon having received permission from the Association representative's supervisor to do so. The supervisor will grant permission and provide sufficient time to the Association President or designee to leave work for these purposes subject to necessary emergency exceptions. The privilege of the Association President or designee leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Association President or designee will perform regularly assigned work at all times except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

S-9-4 Any employee or Association grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented in the process as set forth below. Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When such a group grievance is brought, one (1) employee from the group may attend the meetings set forth in the Grievance Procedure as the aggrieved employee. The aggrieved employee may be present at all steps of the Grievance Procedure.

S-9-5 The Association may bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or supplemental agreements thereto, other than one which is in process under Article 9. An Association grievance shall be filed by the Association President or designated representative beginning at Step Two (2) of the Grievance Procedure provided the grievance is submitted to the office of Employee Relations at the latter of either of the following two (2) time periods: a) ten (10) working days following the occurrence of the event giving rise to the grievance or b) ten (10) working days following the date on which the Association should have known of the facts giving rise to the grievance.

S-9-6 The following procedure shall be the sole and exclusive means for resolving grievances:

S-9-7 STEP ONE

Any employee having a grievance, or one (1) designated member from the employees having a group grievance, may discuss the matter with the employee's immediate supervisor. At the employee's option, the Association's representative may be present during, and participate in, the discussion. In order to be a proper subject for the Grievance Procedure, the employee must inform the immediate supervisor orally within ten (10) working days after the occurrence of the event giving rise to the grievance or ten (10) days after the date the employee reasonably should have known the facts giving rise to the grievance. Within two (2) working days following the oral presentation of the grievance, the supervisor shall respond orally to the grievant.

S-9-8 STEP TWO

If the matter is not resolved through oral discussion, the grievance may be reduced to writing by the Association. The grievance shall be dated and signed by the grievant and the Association President and Vice- President. The grievance must be filed with Employee Relations within ten (10) working days from oral presentation at Step One (1). A copy of said grievance will be sent to the employee's immediate supervisor by Employee Relations. The written grievance shall include:

- a. the person or persons who the grievant feels performed or failed to perform the act or made the decision causing the situation about which the grievant feels aggrieved,

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- b. the change or circumstance or lack of change which affected the grievant,
- c. the provisions in this Agreement which the grievant feels have been violated,
- d. all other facts pertaining to the matter which show or tend to show that this Agreement is not being followed, and
- e. the relief requested.

A representative of Employee Relations shall then arrange a meeting with the grievant and an Association representative and a representative of the department within ten (10) working days of the receipt of the written grievance.

Within ten (10) working days of said meeting, Employee Relations shall present to the grievant and the Association its decision in writing.

S-9-9 MEDIATION - Optional

If the Association is not satisfied with the answer at Step Two of the grievance procedure, the Association may submit the matter to mediation by notifying Employee Relations in writing that the answer to the grievance is not satisfactory to the Association and the Association is requesting mediation. Such notice must be received in Employee Relations within fifteen (15) working days of the Employer's Step Two grievance answer in order to be properly referred for mediation. The Association and the Employer must mutually agree in writing to submit the matter to mediation. A representative of Employee Relations must contact the mediator within ten (10) working days of receipt of the request to mediation. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the Employer or the Association.

S-10-1 ARBITRATION

If the Association is not satisfied with the answer at Step Two of the Grievance Procedure (or does not wish to accept the recommendation by the mediator - if the grievance has been referred to that step) then the Association (Grievance Committee) may submit the matter to arbitration by notifying Employee Relations in writing that the answer is not satisfactory to the Association and the Association is requesting arbitration. Such notice must be received in Employee Relations within either fifteen (15) working days of the Employer's Step Two grievance answer or within fifteen (15) working days of the conclusion of mediation.

S-10-2 SELECTION OF ARBITRATOR

The Association and the Employer will mutually agree to a list of ten (10) generally acceptable arbitrators. The list will be updated annually at the beginning of the fiscal year.

The Association and the Employer will confer in an effort to mutually agree upon an arbitrator within five (5) working days of receipt of the referral to arbitration. If the Association and the Employer cannot agree upon an arbitrator, the Association shall request that an arbitrator be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

A representative of Employee Relations must contact the arbitrator within ten (10) working days of date of selection of the arbitrator.

S-10-3 PRE-ARBITRATION CONFERENCE

The Association or the Employer may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating facts and authenticating proposed exhibits. The pre-hearing conference shall be scheduled within ten (10) working days of the receipt of the request for such conference.

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S-10-4 **FEES**

The fees and approved expenses of an arbitrator shall be paid by the losing party as determined by the arbitrator. In the event the arbitrator does not designate a winning/losing party, the arbitrator's costs and all filing fees shall be equally shared by the Employer and the Association.

S-10-5 **ARBITRATOR'S POWER**

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator in deciding a case where the arbitrator feels there is a conflict between the Agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the Agreement provisions which are not in the written terms of the Agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the Employer; nor shall the arbitrator exercise any responsibility or function of the Employer.

S-10-6 **FINALITY OF DECISIONS**

The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the Employer, the Association and the employee or employees involved.

S-10-7 **TIME LIMITS**

Time limits as set forth in the grievance and arbitration sections may be extended by mutual agreement of the parties.

Any grievance which is not appealed by the Association within the time limits specified at each step shall be considered settled on the basis of the last answer and not subject to further review.

Any grievance which is not answered by the Employer within the time limits shall be forwarded to the next step.

The parties may agree to waive any steps of the Grievance Procedure.

S-10-8 **WITHDRAWAL OF CASES**

A grievance may be withdrawn by the Association without prejudice upon mutual agreement of the parties. The notice should identify the grievance and state the grievance is withdrawn.

S-10-9 **POSTPONEMENT OR CANCELLATION**

Either party may request postponement or cancellation of a scheduled hearing date, and such postponement or cancellation may be made by mutual agreement of the parties. Any fees or expenses of the arbitrator associated with such postponement or cancellation shall be borne by the party initiating the request.

S-11-1 **EXPEDITED GRIEVANCE PROCEDURE**

The Association and the Employer may agree to submit a grievance to expedited arbitration under the American Arbitration Association's rules for expedited arbitration.

S-12-1 **PERSONNEL FILE**

An employee's personnel records are confidential and will be treated as such. The maintenance of such files is primarily for administrative use. However, the Employer will honor an employee's request to examine and discuss the contents of any of the employee's personnel files with a representative of Human Resources within five (5) working days. The parties agree that nothing contained in this article will diminish or waive any rights under the Bullard-Plawecki Employee Right to Know Act.

Materials of an evaluative or disciplinary nature shall only be kept in personnel files located in Human Resources, one (1) file maintained by the immediate supervisor and/or one (1) file located at either the Department/Division/Dean/Vice President level.

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Employees shall be notified of, or provided a copy of all materials of an evaluative or disciplinary nature placed in any personnel files within five (5) working days of receipt of said materials.

Material in any personnel file signed by the affected employee shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Employees may submit written attachments regarding any material in any personnel file and the employee's written notation shall be included in that file. A form shall be placed in the front of all personnel files for individuals to sign and date indicating they have reviewed that file. An employee may obtain a copy of this form upon a written request to the person maintaining the file.

S-13-1 DISCHARGE OR DISCIPLINE

The Employer shall utilize the concept of corrective and progressive discipline.

S-13-2 The Employer agrees to promptly notify the employee and the Association of any written disciplinary or discharge measures taken against the employee.

S-13-3 No bargaining unit member shall be disciplined or discharged without just cause nor without being accorded due process.

S-13-4 An employee shall be advised of his/her right to have an Association representative present in any meeting where a disciplinary matter or a matter which may lead to disciplinary action is to be discussed between an employee and his/her supervisor. Such a request will be granted. However, exceptions may be made to this provision when immediate action is taken by the Employer to remove an employee from the premises in cases involving substance abuse, violence, stealing, or willful destruction of property. The Association President will be notified of action taken in these cases.

S-13-5 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than three (3) years previously. Disciplinary materials which are more than three (3) years old shall not be made available in any disciplinary action. On an individual basis, the Employer will consider requests for removing disciplinary materials from an individual employee's personnel file prior to the three (3) year time frame set forth above.

S-13-6 INVESTIGATIONS

The Employer shall conduct its investigation in a manner so as to provide the employee with due process. The employee shall be informed of the investigation and shall have the opportunity to suggest individuals to be contacted by the Employer as part of its investigation. This notice requirement will not apply where it would impede the administration of justice in a criminal investigation, or those initiated by an outside state, federal or professional agency. The Employer shall complete its investigation within two (2) calendar months from the date the Employer notified the employee of its intent to conduct an investigation. Should the Employer need additional time to complete its investigation, it will notify the employee and Association what additional time is required and the reasons the additional time is needed.

S-14-1 JOB VACANCIES

A vacancy shall be defined as a newly created position, a present position that is not filled, or any position anticipated to be open in the near future for any reason such as, but not limited to, retirement, resignation, etc., if the Employer intends to fill the position.

S-14-2 Job vacancies shall be announced on the Human Resources website (www.jobs.cmich.edu). Notice of the change will be sent electronically to the Association President. The notice of vacancy shall contain the following information: (a) position available, (b) minimum qualifications, (c) compensation range paid for the position -, and (d) location of position.

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Employees shall indicate their desire for consideration via electronic bid format using PeopleAdmin or such similar application as the University may adopt. PeopleAdmin will generate an electronic confirmation number for each application an employee submits. This confirmation number will serve as evidence the application was submitted. The University will provide the use of computer kiosks and assistance if needed to submit an application. Any assistance required for submitting or amending application materials will be available during normal business hours of the bidding period. The employee is responsible for periodic review and update of his/her application material.

- S-14-3** Bargaining unit members who possess the necessary training, minimum posted qualifications, and physical qualifications for the job shall be given consideration for vacant positions within the bargaining unit. In areas where protected classes are under-represented, the Employer will weigh the hiring of the preferred bargaining unit member within the context of the University's Affirmative Action Plan. The Employer shall provide, upon request, documentation substantiating targeted Affirmative Action positions.
- S-14-4** The Employer shall determine at the earliest possible time whether a vacant position will be filled. If a position is officially eliminated, the Employer will notify the Association within five (5) working days of the decision. The Association may request a Special Conference to discuss this matter.
- S-14-5** Once a position has been posted with an established application deadline date, the position will be filled at the earliest possible time. The Employer shall notify the Association of situations where unforeseen circumstances may impede the normal selection process.
- S-14-6** Employees who have supervised students or temporary employees should so note on their application material so that it may be taken into consideration in the screening process.
- S-14-7** The Employer shall provide to the Association a log listing the ST employees who applied for each vacancy, and the name of the person hired for the position.
- S-14-8** It is understood that employees, with their supervisor's permission, may be given release time for the purpose of bidding on positions available at the University. Employees may also be given, with their supervisor's permission, release time to interview for the positions. It is understood that supervisors shall be reasonable in granting such requests.
- S-14-9** In the event of a job opening where shift work is a factor, all employees in the same classification shall have the right to apply for a transfer to the shift in question with the employee having the most seniority in that classification being granted the transfer upon approval of the appropriate administrator. If the transfer-is not granted, reasons for the denial shall be provided to the Association and the employee.
- S-14-10** A bargaining unit employee who is promoted or transferred shall be granted a trial period of fifteen (15) working days to determine:
- a. his/her ability to perform the work, and
 - b. his/her desire to remain in the position.
- S-14-11** During the fifteen (15) working day trial period, the Employer shall give the employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee does not desire to remain in the new position or is unable to perform the work, he/she shall have the opportunity to revert back to his/her former position. If the work of the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Association.

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S-14-12 An employee who has not been in his/her position for at least one (1) year will not be eligible to bid on vacant positions except by mutual consent of the Association and Employer. This excludes shift changes and situations where the employee was involuntarily placed in the employee's current position.

A trial period may be extended by mutual agreement of the employee, the department from which the employee originated prior to the transfer and the department into which the employee transferred when absences due to illness, injury or other reasons make it difficult to assess the employee's desire and/or ability to remain in the position. However, a trial period shall not exceed a period of thirty (30) calendar days.

A trial period may be waived or shortened by mutual consent of the employee and the supervisor of the position into which the employee transfers.

S-14-13 During the trial period, employees will receive the pay rate of the job they are performing.

S-14-14 Any ST bargaining unit member who is on Worker's Compensation, on leave of absence, or is on layoff, who so applies, shall be given consideration for vacated-or newly created regular or provisional positions within the ST bargaining unit, providing the member meets the minimum qualifications for the position.

S-14-15 **AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Employer may add, delete or modify the duties assigned to a position without following the provisions of S-14-1 through S-14-15 to comply with the Americans With Disabilities Act. In that event, the parties shall meet to review and discuss the implementation of such changes.

S-15 **RECLASSIFICATION, TRANSFER, & PROMOTION**

S-15-1 **REQUESTING A STUDY**

In the event of the addition of new job duties not inherent or otherwise a part of a position's current realm of responsibility, a reclassification request may be submitted according to the administrative procedure described below.

Reclassification requests will be studied in the following priority order:

- a. Vacant positions or newly created positions
- b. Positions affected by reorganizations
- c. Ad Hoc requests

A completed Reclassification Request Form must be signed by the position incumbent and/or by the supervisor of the position. If the form is completed by the position incumbent, the completed form must be signed by the position supervisor.

The supervisor must respond to the form by communicating a recommendation for approval to the Employment Services Office, or not approving the statement of duties, within thirty (30) calendar days of receipt of the completed paperwork.

S-15-2 **CONDUCTING THE STUDY**

The Employment Services Office will conduct a classification review of the position. Prior to writing a classification recommendation, Human Resources will contact the position's supervisor to discuss the findings of the study. If there are significant concerns based upon the discussion with the supervisor, Human Resources will conduct additional follow-up and study of the position.

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The Employment Services Office will provide a written classification recommendation of the position to the reviewing authority. The reviewing authority must approve or disapprove the recommendation. The effective date for any classification or salary change is the date the form is received in the Employment Services Office.

S-15-3 **DOWNGRADES**

In the event a position's classification level is lower after a study has been completed, the incumbent's wage rate must be within the pay range of the new classification level. No red circling or grandparenting will be permitted. Effective date of the downgrade will be seven (7) working days after the reviewing authority approves the results of the study.

S-16-1 **RESIGNATION**

The parties understand the concepts involved in allowing an employee to revoke a resignation submitted under a stress situation, and agree to discuss such a situation in a Special Conference.

All employees are encouraged to give to their supervisors at least two (2) weeks' notice of their intent to terminate or retire from employment.

S-17-1 **LAY-OFF PROCEDURE**

Employees may be laid off for up to thirty-five (35) working days at the Employer's sole discretion, but specifically in emergency situations and strike situations, without regard to provisions pertaining to indefinite layoff.

Except as set forth above, an ST employee shall be given a minimum of thirty (30) calendar days written notice of layoff. Longer notice will be provided whenever possible. A copy of this notification shall be immediately provided to the Association President.

S-17-2 In the event of a necessary reduction in the work force beyond normal attrition, the Employer will identify the classification and pay level to be reduced. The reduction will occur in the following order within the affected classification, recognizing that if two (2) or more regular employees are in the same classification and have the same percent of appointment, the least senior employee will be laid off first:

- a. Temporary ST employees
- b. Probationary ST employees
- c. Provisional ST employees under two (2) years of service
- d. Regular ST employees and provisional employees with two (2) or more years of service.

S-17-3 An employee laid off pursuant to S-17-1, shall have the right to replace less senior bargaining unit members as described in S-17-4, provided the employee meets the qualifications for the position into which the employee is bumping. Provisional employees with less than five (5) years of continuous employment in the provisional position into which the employee was hired or into which he/she bid shall not have bumping rights, nor shall they be subject to being bumped.

S-17-4 Bargaining unit members shall have the right to replace less senior bargaining unit members in the order listed below:

- a. To a vacancy in the same classification and pay level in the bargaining unit.

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- b. To replace the least senior employee in the same classification and pay level in the bargaining unit.
 - c. To a vacancy in another classification in the same pay level in the bargaining unit, or the employee may elect to move to a vacancy at any lower pay level.
 - d. To replace the least senior employee in another classification in the same pay level in the bargaining unit.
 - e. To replace the least senior employee in another classification at the next lower pay level in the bargaining unit.
 - f. Repeat step (e) until all pay levels have been exhausted.
- S-17-5** For the purposes of the employer's determination and judgment as to who meets the "qualifications," the employee must possess the qualifications as described in the most recent job description on file prior to the written notice of layoff.
- S-17-6** An employee shall not increase his/her employment status when exercising his/her rights under S-17-4. The employee shall be offered, but not required to accept, a position with a lesser employment status, i.e., 3/4 time, 1/2 time which is not equivalent to the employment status of his/her position at the time of the reduction.
- S-17-7** A regular employee who bids into a provisional position shall have no rights to bump when/if the provisional position expires sooner than five (5) years after the date of bid.
- S-17-8** Employees will have recall rights for a period equal to their seniority as of the date of layoff or two (2) years, whichever is less.
- S-17-9** The position which is vacated by an ST employee who is laid off will not be filled for a period of two (2) years unless it is first offered to the laid-off employee. An employee who refuses such an offer to return to his/her former position and who is not otherwise employed at the University shall be considered to have resigned from University employment.
- S-17-10** An employee who, due to reduction or reallocation of the work force, is required to accept a lower classified position, shall, for a period not to exceed two (2) years, be restored to the former classification held prior to the reduction or reallocation of the work force when a vacancy for which he/she is qualified occurs in his/her previous classification.
- S-17-11** An ST employee who is laid off will be eligible to participate in employee benefit programs in the same manner as an employee who is on a leave of absence without pay. (Please consult the Benefits and Wellness Office for additional information.)
- S-17-12** An ST employee who has been laid off and is recalled to work to a position within the bargaining unit prior to the expiration of the employee's recall rights as defined in Article S-17-8, above, will be credited with continuous service.
- S-17-13** An ST employee who is laid off will be considered an internal applicant for positions at the University during the period of the employee's recall rights as defined in Article S-17-8, above.
- S-17-14** Upon request, an ST employee who is laid off will receive a letter from the Employer which indicates that his/her layoff was not a result of unsatisfactory performance.
- S-17-15** Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the

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Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) working days from receipt of notice to report to work.

S-17-16 If proposed layoffs have a potential to adversely impact upon Affirmative Action goals, the Association and the Employer shall meet to discuss the issue.

S-17-17 Acknowledging the need to provide quality medical education experiences to CMU College of Medicine students, the parties agree that employees in any Mount Pleasant, Michigan clinical practices hereafter acquired by the College of Medicine will be exempt from the provisions of Article S-17, but may exercise those rights within the combined clinical practices.

S-18-1 **SUBCONTRACTING**

In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University operated premises by a source outside the bargaining unit, the Association will be notified in a timely manner.

S-18-2 It is not the intent of the Employer to use temporary, relief, or student employees to prevent the growth of the ST Unit nor to displace bargaining unit members.

S-18-3 When student help, temporary, and relief employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by the employee in the bargaining unit on an overtime basis, provided the bargaining unit employee is available, qualified, and able to perform the work.

S-19-1 **HOURS OF WORK**

The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods.

S-19-2 The normal work week shall consist of forty (40) hours per week, except as provided for elsewhere in this Agreement.

S-19-3 If it is necessary to adjust an employee's schedule on a short term basis, the employee may choose to work overtime or accept a temporary schedule adjustment. The Employer will notify the Association of any temporary schedule adjustments of more than twenty (20) consecutive work days, except those covered under the University Flextime Policy.

S-19-4 When temporarily changing the schedule of an employee to cover another shift, the Employer shall ask for a volunteer from employees within that classification within that department. The volunteer with the most seniority shall be given the assignment. If there are no volunteers, the assignment shall be equally rotated among all the employees in the affected classification within that department.

S-19-5 If it is necessary to change an employee's work schedule (outside the parameters of the Employer's Flextime Policy), the Employer agrees to meet with the affected employee to explain the specific reason(s) for the change. The Association shall be notified. The Employer agrees to not make any arbitrary or capricious work schedule change(s).

S-19-6 The Employer and the Association must mutually agree prior to implementation of any flexible work schedule which exceeds eight (8) regular work hours in any given day.

S-20-1 **REST PERIODS**

Employees may take a rest period of fifteen (15) minutes for each four (4) hours of work. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

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S-21 HIGHER CLASSIFICATION WORK

S-21-1 WITHIN THE GROUP

If an ST employee, at the direction of his/her supervisor, temporarily works in a higher classification within the ST employee group for at least four (4) hours in a day by performing the work of another employee, for the period in which the higher classification work is performed the employee shall be paid the greater of:

- a. the minimum rate for the higher classified position, or
- b. six percent (6%) to ten percent (10%) over the employee's regular base wage. Compensation beyond 6% but not exceeding 10% is at the department's request and discretion and requires approval of the Employment Services Office.

S-21-2 OUTSIDE THE GROUP

If an ST employee works in the place of a Professional-Administrative (PA) or Faculty position, the ST employee shall be compensated an additional six percent (6%) over the employee's regular base wage provided that:

- a. The ST employee is formally assigned to work in the capacity of the PA or Faculty position for at least four (4) hours in a day, and
- b. The duties performed are clearly the regular functions of the PA or Faculty position.
- c. Additional compensation beyond six percent (6%) over the employee's regular base wage may be paid for such assignments at the employee's or the department's request and upon approval of the Employment Services Office

S-21-3 Whenever additional or different duties/responsibilities normally performed by members of another employee unit are given to a ST bargaining unit member for more than thirty (30) calendar days, the Association shall be so notified.

S-21-4 Higher Classification Pay will not be used when the additional work assignment exceeds thirty (30) calendar days. The Employment Services Office will calculate an appropriate temporary wage adjustment for individuals who serve in an interim or acting capacity for over thirty (30) calendar days. The ending date of the interim or acting assignment shall be identified at the beginning of the appointment and will not be extended to exceed a total of two (2) years.

S-21-5 Once a classification study request is approved for study, the employee will not be eligible for higher classification pay or acting pay for duties and/or responsibilities being used as the basis for the classification study.

S-22-1 SHIFT DIFFERENTIAL

An employee shall be paid twenty-five cents (.25) per hour for each hour he/she works on the second shift as additional compensation and shall be paid thirty-five cents (.35) per hour for each hour he/she works on the third shift as additional compensation. Such differential is to be added to the total wage and does not increase the hourly rate and will be paid only for the hours worked on the respective shifts. An employee who works an approved flextime schedule will not become eligible for shift differential as a result of the flex-time hours he/she is working.

S-22-2 The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m. An employee whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one in which the employee commences the day's work, shall be paid shift differential for the day based on the later shift.

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S-22-3 If it is necessary to change an employee's shift, the Employer agrees to meet with the affected employee to explain the reason(s) for the shift change. The Employer agrees to not make any arbitrary or capricious shift change(s).

S-23-1 **OVERTIME**

Time-and-one-half the regular straight time rate will be paid for all hours paid in excess of forty (40) hours per week provided, however, that with the approval of the employee and the employee's supervisor, equivalent time off may be granted in lieu of pay (also computed at time-and-one-half).

In using compensatory time off in lieu of overtime pay, an employee who has requested use of accrued compensatory time off (which will not exceed forty-five (45) hours) must be permitted to use such time within a reasonable period after working the overtime hours, as long as such use would not unduly disrupt the operations of the department. For a supervisor to deny a request for compensatory time off, he/she must reasonably and in good faith anticipate that the time off would impose an unreasonable burden on the department's ability to provide an acceptable level of service if it were granted.

REFERENCE: The use of compensatory time shall be in accordance with the Employer's compensatory time guidelines included in Appendix B.

S-23-2 Whenever overtime is required and there are two (2) or more employees in the required classification, shift, department, and operation who are qualified to perform the available work, then an attempt will be made to provide overtime fairness for the affected employees. The employee shall be given a forty-eight (48) hour notice whenever overtime is required except in an emergency. No disciplinary action will be taken against an employee for refusing to work overtime with less than a forty-eight (48) hour notice except in an emergency.

S-23-3 An employee reporting for duty at the Employer's request for work which is outside of and not continuous with the employee's regular work period shall be guaranteed three (3) hours pay at the rate of time-and-one-half.

S-23-4 Supervisors shall not call employees at home to answer questions except in extreme emergencies.

S-24-1 **ASSOCIATION LEAVE**

Leaves of absence (with pay) may be granted to those bargaining unit members who are elected or selected by the Association to attend meetings of the Association or to take advantage of educational opportunities offered by the Association. Eighteen (18) working days per calendar year shall be allocated to the bargaining unit for Association leave purposes. Anyone employed in the bargaining unit shall take no more than seven (7) working days of leave per calendar year unless additional time is granted by the Director of Employee Relations or designee. It is understood that individual employees requesting such leave must have the permission of Employee Relations for the purpose of taking this leave, and confirmation by the Association President.

S-24-2 Release time of four (4) hours per week will be granted for the purpose of Association business by Association officers to be divided at their discretion, with the understanding that the time taken will not disrupt their normal work.

S-24-3 The Employer also agrees that paid release time shall be granted in a reasonable manner for Association officers, area representatives, and committee members to conduct investigations of problems or grievances which have been brought to the attention of the Association, attendance at Special Conferences, participation in University-sponsored committee meetings, and the preparation and distribution of Association notices.

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S-24-4 It is further recognized that, if additional paid release time is necessary and the request is made to the Director of Employee Relations, or designee, the Employer shall be reasonable in granting such additional paid release time requests. On occasion, permission may also be granted by the Director of Employee Relations, or designee, for Association officers, representatives, or their designated bargaining unit member(s) to leave the University campus to conduct Association business.

S-24-5 Additional Association time may be granted upon the approval of Employee Relations.

S-24-6 Union officers agree to use release time in a reasonable manner and shall coordinate release time with their supervisor prior to using release time when they handle Union business during their work hours.

S-25 **LEAVE/BENEFITS**

S-25-1 **LEGAL HOLIDAYS**

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid legal holidays.

S-25-2 Each employee not on leave of absence or layoff who is scheduled to work on any such holidays shall be paid for eight (8) hours at the employee's regular straight time rate of pay, provided that:

- a. Such employee is and has been in paid status at the University at least one (1) day immediately preceding the holiday involved.
- b. Such employee works or is excused from the employee's scheduled workday immediately preceding and the employee's scheduled workday immediately succeeding the holiday involved.

S-25-3 An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

S-25-4 Whenever one of these holidays falls on a Saturday or on a scheduled day off in the employee's work week, and the employee does not work on this day and no other day is observed as a holiday by the Employer, the employee will receive an additional day off at a time agreeable to both the employee and his/her immediate supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

S-25-5 An employee normally working less than forty (40) hours per week and at least twenty (20) hours per week on a regular/provisional basis shall be entitled to holiday benefits prorated on the basis of the proportion of the position to full-time employment.

S-25-6 Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight time rate for all hours worked that day and will also be paid for an additional day at their straight time rate in lieu of the holiday.

S-26-1 **ADDITIONAL HOLIDAYS**

ST employees will receive the following as additional holidays: the day after Thanksgiving Day, the four (4) days between December 25 and January 1 of the following year and another holiday which generally will be December 24 or such other day as the University may designate.

Those employees who do not work during the above period because of this provision shall be paid for days they normally would have been scheduled for work as additional holidays.

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ST employees who are required to work on an additional holiday will be paid the employee's regular straight time rate for the day and will receive an additional day off that must be used within 12 months of the date it was earned at a time agreeable to both the employee and his/her immediate supervisor.

S-27-1 FAMILY AND MEDICAL LEAVE

In compliance with the Family and Medical Leave Act of 1993, the Employer will provide eligible employees paid/unpaid leave of up to twelve (12) work weeks per calendar year for certain family and medical reasons.

Employees may elect to bank up to forty (40) hours of vacation time prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employee's own serious health condition) prior to approved family and medical leave without pay.

For information related to University benefits contributions during an FML absence, refer to the Family Medical Leave Policy.

https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf

REFERENCE: The use of Family and Medical Leave shall be in accordance with the Employer's Family Medical Leave guidelines included in Appendix C.

S-28 PERSONAL LEAVE

S-28-1 PERSONAL LEAVE WITH PAY

All full-time ST employees are eligible for three (3) personal leave days per calendar year. Part-time employees receive prorated personal time based upon the percent of their appointment.

New employees who hire before January 1 are eligible to receive a full grant for the remainder of the calendar year. New employees hired on or before the 15th of each month will receive two (2) hours of personal time for that month and each month for the remainder of the calendar year.

This type of leave may be used in units of one (1) hour or more. Personal leave is earned at the rate of 2 hours for each completed month of service during the calendar year but may be taken in advance of being earned. At time of termination by resignation or retirement ST employees will be paid for any earned unused personal leave time. Unearned personal leave taken will be deducted from the final paycheck. Personal leave cannot be carried over from one calendar year to the next. For information related to benefits contributions, see Article S-37-7.

S-28-2 PERSONAL LEAVE WITHOUT PAY

Leaves of absence without pay of up to four (4) months may be granted at the discretion of the Employer for those employees who have been employed on a regular basis and who have exhausted all of their vacation time. Leaves may be granted for such reasons as, but not limited to, education, settlement of an estate, adoption of a child, serious illness of a member of the employee's family, child care, or temporary termination of the employee's work but not for the purpose of obtaining employment elsewhere. Special consideration will be given to requests to care for a critically ill parent, spouse or child.

Leaves of absence of this type may be extended by the Employer for additional four (4) month periods, but the total leave time shall not exceed one (1) year with notification to the Association.

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Staff members may make application for leave by submitting a written request on an Unpaid Leave of Absence Form stating the reason for the request. The Employer will respond to written requests for leave of absence within ten (10) working days of receipt of the request and all necessary information. In the event the employee's request is denied, the employee shall be provided the specific reasons for the denial in writing, such denial shall not be arbitrary or capricious. For information related to benefits contributions, see Article S-37-7.

S-28-3 Reinstatement to one's former position upon return from leave is guaranteed, provided written approval is obtained at the time the leave is requested or reinstatement is required under the Family and Medical Leave Act of 1993.

If the employee's position is eliminated or the employee is displaced while on leave, the employee shall receive a layoff notice and shall be granted all rights and benefits under the layoff provisions of the agreement.

If reinstatement to the employee's former position is not guaranteed at the time the leave is approved, the employee must be the successful bidder on a vacant position in order to resume University employment. If the employee does not successfully bid on and receive a position before the employee's leave expires, the employee must request an extended leave of absence up to a maximum of six (6) months while the employee continues to bid on vacant positions. If at the expiration of the extended leave, the employee is not successful in obtaining a position through the bidding process, the employee will be considered as a voluntary termination.

The Association shall be informed, in writing, of all leaves in which the employee is not guaranteed return to his/her former position at the time the leave is approved.

ST employees may make arrangements to continue appropriate fringe benefits at their own expense during their leave. Consult the Benefits and Wellness Office for additional information on this topic. For information related to benefits contributions, see Article S-37-7.

S-29-1 **FUNERAL LEAVE**

An ST employee is eligible for funeral leave with pay up to three (3) days per occurrence in case of the death of a spouse or OEI, parent, step parent or foster parent, parent-in-law, child, step child or foster child, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, daughter/son-in-law and relative living in the same household. In addition, one (1) day of funeral leave may be used per occasion in the event of death of an aunt, uncle, niece, or nephew of an employee.

S-30-1 **MEDICAL LEAVE**

To request a leave of absence without pay due to illness, injury or disability, an employee must complete an Unpaid Leave of Absence Form. Requests for medical leaves are not normally requested until the employee has exhausted his/her paid sick leave. The employee requesting the medical leave must provide medical verification to Human Resources. Similarly, before employees return from such leave, employees must provide a physician's statement relative to their fitness for work to Human Resources. Medical leave without pay will normally be for a maximum of two (2) years. In unusual circumstances, Human Resources may consider extending the leave beyond two (2) years. For information related to benefits contributions, see Article S-37-7.

S-31-1 **SICK LEAVE**

Regular and provisional full-time ST employees shall be eligible to accrue sick leave of up to 4 hours per bi-weekly pay period to a maximum accrual of up to thirteen (13) days per year. Part-time ST employees shall accumulate sick leave in proportion to the relationship of their appointment to a full-time ST position.

Sick leave may be accumulated up to one hundred thirty (130) days.

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Sick leave will be paid at one hundred (100%) percent of the employee's regular wage rate.

- S-31-2** A full or part-time employee may use his/her sick leave days during any period in which he/she is scheduled to be on the payroll for absences due to employee illness, injury, and doctor or dentist appointments. Pregnancy is treated the same as a disability during the period in which the employee's physician certifies that the employee is unable to work.
- S-31-3** All available sick leave days may be used for illness of immediate family members. Immediate family members will be defined the same as under Family Medical Leave.
- S-31-4** Sick leave can be used in units of one-half (1/2) hour or more.
- S-31-5** Employees who are attending to their own, or certain family member's, illness may be eligible for a donation of additional paid time off through the Catastrophic Leave Bank. Program details and an application may be found at:
https://www.cmich.edu/office_president/general_counsel/Documents/p04001.pdf and
<https://www.cmich.edu/fas/hr/Documents/cat-leave-form.pdf>.
- S-31-6** **FAMILY ILLNESS FUND**
The Employer shall establish a Family Illness Fund. Annually, within 30 days after July 1st, the University will replenish the Fund account to a maximum balance of \$3,000. The Fund shall be utilized as follows:
- a. The sum of money set aside shall be held by the Employer and used to pay the salary of an employee entitled to utilize the Fund for family illness.
 - b. The Association shall form a committee to establish guidelines for and administer this Fund. (See Appendix D)
 - c. The committee shall receive from Payroll a written quarterly report of Fund usage and balance.
- S-32-1** **MEDICAL VERIFICATION/PHYSICAL EXAMS/TESTS**
The University may require employees desiring sick leave benefits or returning to work from a medical leave of absence or workers' compensation, to file medical verification with Human Resources.
- S-32-2** Prior to requesting an employee to provide medical verification, the Employer shall inform the employee of the specific reasons as to why the medical verification is being requested. Until acceptable medical verification is received, sick pay will not be authorized.
- S-32-3** Medical verification shall consist of a physician's statement which contains diagnosis, prognosis, and an anticipated duration of the illness/injury. In the event the University has reason to believe that the employee is not following a prescribed treatment plan, the University may request verification that the employee is following the prescribed treatment plan.
- S-32-4** Physical exams or tests shall not be required of members of the bargaining unit, except when there is a question of the employee's ability to perform the work. In the event the employer requests that an employee have a physical exam or test, such request shall be in writing and shall include the specific reasons the exam or tests are being requested.
- S-32-5** If the Employer is not satisfied with the results of the exam or tests, the employer may request one (1) additional opinion. The Employer shall have the right to select the licensed medical professional(s) administering the exams or tests. The Employer shall pay all costs associated with such exams or tests performed by the licensed medical professional selected by the employer that are not covered by insurance.

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S-32-6 Medical verification will be maintained separate from the employee's personnel file.

S-33 **MILITARY LEAVE**

S-33-1 **SHORT TOUR OF DUTY**

A regular or provisional full-time or part-time employee shall, upon request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service not to exceed fifteen (15) consecutive calendar days in any calendar year with the following provisions:

- a. Arrangements for such leave are to be made with the employee's immediate supervisor well in advance of the actual tour of duty.
- b. The employee is to go on leave, whenever possible, at the convenience of the Employer.
- c. When required to serve, the Employer will pay the difference between the employee's military pay and regular pay, if the military pay is less. The computation of this difference will be: Gross University pay for the authorized period of time less all military pay and allowances for that period.
- d. An employee who wishes to use vacation time for military leave but has not accumulated sufficient vacation days to cover the tour of duty may choose to go off the payroll or use vacation time and let the account show a negative balance up to a maximum of ten (10) days.
- e. A ten (10)-month employee who must take his/her tour(s) of duty during his/her ten (10)-month work year will be granted a military leave. He/she is encouraged, however, to take his/her tour(s) during his/her two (2)-month recess whenever possible.

For information related to benefits contributions, see Article S-37-7.

S-33-2 **EXTENDED SERVICE**

Any regular ST employee who leaves the University to serve in the armed forces of the United States and who returns to the University within ninety (90) days after discharge from the armed forces will be reinstated in accordance with applicable state and federal regulations governing the re-employment of veterans. Such reinstated veterans will be credited with full continuous service from original date of hire.

Any employee returning from the armed forces may be required to pass a physical examination before returning to work. An employee returning within ninety (90) days of his/her release from military service should notify the Employer of the date he/she plans to return for employment. For information related to benefits contributions, see Article S-37-7.

S-34-1 **JURY DUTY**

Any regular or provisional full-time or part-time employee who serves on jury duty, or as a subpoenaed witness (but not as a party to the action), will be provided paid release time from the employee's regular work schedule for such service, but in no case will the employee be entitled to any pay for time beyond normal scheduled hours. Such employee is expected to report for regular University duty when temporarily excused from attendance at court.

S-35-1 **VACATION**

Any ST employee employed on a twelve (12) month basis is entitled to vacation in accordance with the table below. A regular or provisional part-time employee accrues vacation on a prorated basis according to the ratio of his/her position to a full-time position. An employee may not accrue vacation in excess of three hundred (300) hours in accordance with the

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standard University policy. Vacation is not accrued during periods when the employee is not on the active payroll. Temporary employees do not accrue vacation time.

Years of Service	Annual Vacation Accrual (Days)	Per Pay Period Accrual (Hours)
0 through 2 years	12	3.7
3 years through 6 years	15	4.7
7 years through 10 years	18	5.6
>10 years	20	6.2

In the event an employee's vacation request is denied more than twice and the employee feels the denial is unreasonable, the employee may ask the Association to call a special conference. Whenever an employee's vacation balance exceeds two-hundred fifty (250) hours the supervisor and the employee shall make every attempt to schedule vacation time for the employee within the next four (4) months.

S-35-2 **UTILIZATION**

Use of vacation time is governed by the following conditions:

- a. It is expected that vacations will be taken at a time agreeable to both the employee and the Employer
- b. Vacation time may not be taken in units of less than one-half (1/2) day except as provided in the Faculty/Staff Tuition Plan.
- c. The last day worked is the termination date. Vacation cannot be used to extend the date of termination.
- d. If an employee terminates, voluntarily or involuntarily, prior to completing twelve (12) months of continuous service, such employee shall forfeit all rights to vacation time accrued to date of termination.

An employee may be permitted to use accrued vacation credits prior to the completion of twelve (12) months' service, but shall not be entitled to payoff of unused vacation upon termination prior to completing twelve (12) months' continuous service. Employees who terminate after completing twelve (12) months of continuous service and give two (2) weeks' notice shall be entitled to a maximum payment for accumulated vacation time not taken of one hundred sixty (160) hours.

S-36-1 **TUITION BENEFIT PLAN**

All full and part-time regular and provisional employees in an active pay status on the first day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Benefit Plan which covers tuition for classes offered through CMU. Tuition Benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate.

Full time employees are limited to a maximum of twenty-four (24) credit hours in any fiscal year. Tuition benefit credit hours for part-time employees with appointments of at least one-half time (50%) will be pro-rated based on their FTE appointment. The specific terms of the Tuition Benefit Plan govern participation and eligibility.

https://www.cmich.edu/office_president/general_counsel/Documents/p04009.pdf

The tuition benefit plan waives course fees not exceeding the regular on-campus in-state tuition rate and does not cover incidental fees.

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Tuition benefit not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) of certain employee groups may take up to the annual maximum of twenty-four (24) credit hours.

To qualify as a dependent child, the child must be claimed as a dependent on the employee's tax return. The definition of dependent children includes stepsons and stepdaughters as long as they are dependent of the employees.

The dependency of a child of divorced parents for purposes of the tuition benefit plan is determined under the support requirements test of IRS Section 152 (e). As long as the child is a dependent of one of the parents the child qualifies as the employee's dependent and is eligible for the tuition benefit. This is true even though the child does not qualify as the employee's dependent on a personal tax return.

Details are available in the Benefits and Wellness Office.

S-37-1 FLEXIBLE BENEFITS PROGRAM

All ST employees are eligible to participate in CMU Choices, the Employer's Flexible Benefit Program. Employees with at least a 75% FTE appointment will be treated as full time employees for purposes of establishing University contribution levels for medical/prescription drug and dental coverages.

S-37-2 In CMU Choices, each employee will have the opportunity, upon hire, to select from the options available. Open enrollment periods will be held annually to afford employees the opportunity to change their selections. Employees may make changes during the year if they have a benefit status change (e.g., birth, death, marriage, adoption, etc.). These changes must be made in the Benefits and Wellness Office within thirty (30) calendar days of the event. Status changes must be made on a prospective basis except for those relating to birth, adoption or placement for adoption.

S-37-3 Newly hired ST employees are eligible for medical/prescription drug, dental, flexible spending accounts, health savings account, life insurance/accidental death & dismemberment coverage, dependent life insurance/accidental death & dismemberment coverage, short-term disability, vision and long-term disability immediately on date of hire. All benefits terminate on the last day of employment.

S-37-4 If an employee's spouse is eligible for other medical/prescription drug and dental insurance coverage, the spouse must elect at least single coverage under that plan. If the employee and spouse both work for CMU, the employees may not elect duplicate health care insurance (medical/prescription drug, dental and vision) coverage for themselves and/or their dependents through the University, and they may not combine Employer contributions.

S-37-5 For additional information on CMU Choices and the rules governing the program, please refer to the enrollment workbook.

S-37-6 For an employee on a paid leave of absence, the University will continue to pay benefit contributions toward benefits previously elected by the employee.

For an employee on an unpaid leave of absence, the University will continue to pay its portion of employer benefit contributions toward the benefits previously elected by the employee who is on one of the following leaves of absence:

- a. Worker's Compensation
- b. Leaves of absence designated as Family Medical Leave (See Appendix C)
- c. Military Short Tour of Duty (as defined in S-33-1)
- d. Military Extended Tour of Duty (first 30 days only)

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If the employee is not on one of the above leaves of absence, upon the effective date the employee moves into an unpaid status, University benefit contributions will cease.

During the balance of a leave of absence, an employee may make arrangements to continue his/her benefits at the full benefit premium cost. These benefit elections are at his/her own expense. Consult the Benefits and Wellness Office for additional information on how a leave of absence impacts your benefits.

S-37-7 Employer contributions are limited as set out in Appendix G. Amounts above the Employer contribution which are necessary to maintain benefits are the employees' responsibility and the Employer is authorized to deduct amounts from employees' pay.

S-38-1 **M.U.C.H. (Michigan Universities Coalition on Health)**

Central Michigan University, along with the other twelve state funded universities in Michigan, is a member of the Michigan Universities Coalition on Health ("MUCH"). One purpose of the coalition is to seek out ways to mitigate the rising cost of health care for participating institutions while preserving or improving the quality of service.

S-38-2 In the event MUCH, during the term of this Agreement, is able to provide participating institutions with a lower cost health care plan with a comparable level of services and plan design, CMU and the CMU ST/MEA Association agree that all members of the CMU ST/MEA bargaining unit will be converted to the MUCH plan closest in plan design to the CMU plan in which the member is enrolled immediately prior to the beginning of the plan year first following the availability of the MUCH plan.

S-38-3 In the event the University elects to implement a MUCH plan under the circumstances described above, the University reserves the right to substitute a plan of equal or comparable service and coverage should the MUCH plan costs increase beyond the costs of other generally available plans.

S-39-1 **TAX DEFERRED INVESTMENT OPPORTUNITIES**

Employees are eligible to participate in a variety of tax deferred investments options. Under this program, a portion of the employee's current base salary is deferred and invested in various funds. The program is offered through various vendors and is available to employees regardless of which retirement program they have selected.

Employees may enroll at the beginning of any pay period. Additional information may be obtained through the Benefits and Wellness Office.

S-40-1 **TRAVEL ACCIDENT INSURANCE**

An ST employee is automatically covered under the Employer's Travel Accident Insurance Plan, which covers accidents that occur while traveling on Employer business. If such an accident should result in the death of an employee, the beneficiary of that employee (as designated on the employee's University group life insurance plan) would receive \$100,000.00, in addition to any other insurance or death benefits provided by the Employer. Benefits are also payable for total disability or dismemberment resulting from this type of accident. The ST employee is cautioned that the policy's coverage specifically excludes private aircraft operated by a University employee or member of the employee's household.

S-41-1 **STAFF EXCELLENCE AWARD PROGRAM**

ST Association members will be eligible to participate in the Staff Excellence Award Program.

S-42-1 **RETIREMENT**

Supervisory-Technical employees hired prior to 01/01/96 are required to participate in the Michigan Public School Employees Retirement System (MPERS).

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Supervisory-Technical employees hired on or after 01/01/96 will participate in the 403(b) Basic Retirement Plan (403(b) Basic) as described below.

<i>Type of Plan</i>	IRS 403(b) Defined Contribution Retirement Plan.
<i>Eligibility</i>	Full and part-time regular and provisional Supervisory-Technical employees
<i>Vesting</i>	The date of hire of the employee.
<i>Employer Contribution</i>	The University contribution to an eligible employee's 403(b) Basic Retirement Plan is based on a percentage of employee's base hourly rate beginning on date of hire (See S-42-2). Effective July 1, 2015, the employer contribution rate is ten percent (10.0%). Pay excluded from Employer retirement contributions: <ul style="list-style-type: none">• Retirement incentives• Excellence awards• Payback• Leave payoff at retirement/termination• Supplemental pay (paid for MPSERS)• Special assignment pay (paid for MPSERS)• On-campus employees also teaching Global Campus course (paid for MPSERS)• Subsistence
<i>Voluntary Tax Deferred Plan</i>	Employees are strongly encouraged to contribute to a supplemental retirement account ("SRA") to the extent allowed by law.
<i>Record Keeping Entity</i>	TIAA-CREF, or such other record keeping entity as the University shall select.

S-42-2 Commencement of University Contributions

University contributions to an employee's 403(b) Basic account will commence as of date of hire.

S-42-3 CMU RETIREE STATUS

An employee will be eligible for CMU Retiree status if he/she has been employed for twenty-five (25) years at Central Michigan University or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

S-43-1 PARKING REGULATIONS

Employees (after registering their motor vehicle, purchasing and properly displaying the parking decals provided by the University) may park under the University regulations in the University Parking System. Parking in lots posted for other specific uses is not permitted. Those driving more than one (1) car must register each car. Employees agree to abide by the University Parking and Traffic Ordinances. For further information, see "Parking and Traffic Regulations" obtainable in the CMU Police Office.

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S-44-1 **PERFORMANCE EVALUATIONS**

An ST employee may have his/her performance evaluated annually according to Employer guidelines by his/her immediate supervisor, who occupies a higher level position than the rated employee, and by his/her reviewing authority. The Performance Review Program is designed to provide supervisory feedback on job performance, motivate the employee to improve his/her performance in the future, and to reinforce those activities which meet or exceed supervisory standards. It is, therefore, essential that a great deal of care be given to completing the performance evaluation for each individual. Performance Evaluation Forms are available in Human Resources. Supervisors may utilize any attachments or modified evaluation forms that have been approved by Human Resources and provided to the ST Association.

The supervisor shall discuss the results of the performance evaluation in person with the employee. If an employee desires to respond to the results of the performance evaluation, the employee should submit a response in writing to the supervisor within five (5) working days of the date that the review is discussed. A copy of the written communication concerning the response should be sent to the Employee Relations Office, and the Association. The written response will be attached to the evaluation form when it is filed in the employee's personnel file. The employee may also request a Special Conference.

S-45-1 **TRAINING OR DEVELOPMENT OPPORTUNITIES**

When training or development opportunities are made available by the Employer on shifts other than the employee's regularly assigned shift, the employees shall be notified. The employees selected for the program who wish to participate shall be temporarily rescheduled to accommodate the training program.

It is understood that technological changes occur which create a need for new skills to be possessed by employee(s). The Employer shall provide additional training/support to upgrade the skill level(s) to meet the requirements of the job in a manner reasonable to the situation.

S-46-1 **SAFETY**

The Employer will establish procedures to deal with situations that threaten the safety of its employees. These situations include power failures, noxious fumes, working alone, etc.

S-46-2 **SAFETY EQUIPMENT**

a. **Safety Shoes**

If safety shoes are required for a bargaining unit member by the Employer, the Employer will pay the actual costs up to \$80.00 for the first year and \$80.00 for every two (2) years thereafter provided each pair is purchased from a vendor approved by the Employer, and provided each pair meets the safety requirements specified by the Employer.

b. **Safety Glasses**

The Employer will pay the actual costs of safety glasses when safety glasses are required by the Employer and when such glasses are purchased from a supplier or suppliers designated by the Employer provided the safety glasses contain lenses and frames as designated by the Employer. When a bargaining unit member is required by the Employer to wear safety glasses on a daily basis in connection with the bargaining unit member's duties, and when the bargaining unit member wears his/her own prescription lenses, the Employer will pay for safety prescription lenses as prescribed by an optometrist or an ophthalmologist to correct the vision of the bargaining unit member as well as frames as designated by the Employer. The Employer will not pay for tinted lenses unless tinted lenses are prescribed by the examining optometrist or ophthalmologist because of a medical condition of the bargaining unit member. It is understood that the bargaining unit member is responsible for the cost of his/her own eye examination.

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c. **Use**

It is understood and agreed that an employee who is required to wear safety equipment and protective items must wear those items at all times as required by the Employer. Any safety equipment required for employment will be paid for by the Employer except as provided above.

S-46-3 SECURITY CONCERNS

When an ST bargaining unit member is working alone on campus, he/she is encouraged to call the CMU Police Department to notify it and to make arrangements for safety and/or security checks during that work time.

S-47-1 SUPERVISION

Supervisors shall be provided the opportunity for input and discussion in the selection and work assignment of employees the ST supervises.

S-47-2 WORKER COMP. LIGHT-DUTY POSITIONS:

When creating temporary positions for Worker's Compensation employees, whenever possible such positions shall be created within the employee group of the employee.

S-47-3 SAFETY VIOLATIONS:

If an employee(s) sustains an injury on the job due to the employee's disregard of known safety procedures or instructions given by the supervisor, supervisors shall not be disciplined providing the supervisor made a reasonable effort to instruct and supervise the employee to insure proper safety procedures are being followed.

S-48-1 ALCOHOLISM OR OTHER DRUG ABUSE

The Employer may test or refer for testing and/or treatment a bargaining unit member for alcohol or other drug abuse if an accident has occurred that causes damage to property or persons, or there exists a reasonable suspicion that an employee's work performance is impaired due to alcohol or other drug use. The Employer expressly agrees not to perform or require any other alcohol or drug testing during the life of this Agreement including, but not limited to, random testing, testing prior to promotion, or periodic testing except as required by law.

S-48-2 The Association and the Employer jointly recognize that alcoholism and other chemical dependencies are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

S-48-3 While participating in an alcohol or drug abuse program, a bargaining unit member shall not be subject to discharge or discipline for alleged alcohol or other drug abuse provided that the employee complies with conditions of the program and the conditions specified in any agreement with the Employer.

S-48-4 The parties' concern is limited to alcoholism and other drug abuse problems which impair work performance.

S-48-5 The Employer agrees that any bargaining unit member who requests diagnosis or treatment for alcohol or other drug abuse problems will not jeopardize his/her job rights or job security, and that such request will be treated in a confidential manner.

S-48-6 When an administrator or supervisor observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator or supervisor, are due to alcohol or other drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The

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bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview.

S-49-1 **STRIKES**

The Association, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect there will be no strikes, sit-downs, slow-downs, stoppages of work, boycotts, or any unlawful acts that interfere with the Employer's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge. This provision shall not be by way of limitation on the Employer's right to any other remedy under law for such violation. This section shall not be subject to the Grievance Procedure under this Agreement.

S-50-1 **POLYGRAPH TESTS**

It is understood that employees are not required at any time to submit to a polygraph test as a condition of employment. There may be times, however, when a polygraph test is offered to an employee with the understanding that the submission to the test is strictly voluntary and shall not be the sole basis for disciplinary action.

S-51-1 **VALIDITY**

This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

S-52-1 **SUPPLEMENTAL AGREEMENTS**

The Employer and the Association may enter into agreements through Special Conferences and other means which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the Association. They shall be approved or rejected within a reasonable period of time following the date on which tentative agreement is reached between authorized representatives of the Employer and the Association.

S-53-1 **CONTRACT DOCUMENTS**

Provisions herein contained on Pages 1 through 30 and Appendices A through F, (*NOT LABELED "FOR REFERENCE ONLY") constitute the entire Agreement between the parties.

S-54-1 **DURATION OF AGREEMENT**

This Agreement shall commence July 1, 2021 and shall continue in full force and effect until 11:59 p.m., June 30, 2026.

S-55 **WAGES**

S-55-1 **Base Wage Increase**

2021-22: "same as" the P&A employee group.

2022-23: "same as" the P&A employee group.

2023-24: "same as" the P&A employee group.

2024-25: "same as" the P&A employee group.

2025-26: "same as" the P&A employee group.

S-55-2 **Effective Date Of Increase**

a. For bargaining unit members on the university's active payroll as of the effective date of the P&A wage adjustment, the wage increase will be effective as of the bi-weekly pay period that includes the effective date of the P&A wage adjustment.

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- b. For bargaining unit members on an unpaid leave of absence as of the effective date of the P&A wage adjustment, the wage increase will be effective as of the bi-weekly pay period that includes the date of the employee's official return to work.

Unless specified in the contract language, the provisions of this Agreement will take effect on the later of July 1, 2021, or the date the agreement is ratified by the bargaining unit.

S-55-3 Additional Adjustments

The Employer, at its sole discretion, may provide in-grade adjustments, lump sum and/or make available and distribute incentive payments or non-monetary awards to reward work performance or provide additional incentive to individuals or groups of employees.

- S-55-4** No employee will have base pay above the pay range maximum for their assigned pay level, except that any employee whose rate exceeds the maximum because of the addition to their base of longevity will still be eligible for negotiated wage increases for the life of the agreement.

The Employer will establish the starting wage for newly hired employees and employees promoted, demoted or transferred.

S-55-5 Supervisory-Technical Wage Rate Schedule

	2021-22	
<i>Pay Level</i>	<i>Minimum</i>	<i>Maximum</i>
ST-3	\$12.18	\$19.65
ST-4	\$13.66	\$22.79
ST-5	\$15.57	\$24.53
ST-6	\$16.64	\$25.64
ST-7	\$19.91	\$33.49
ST-8	\$23.66	\$39.42

- S-55-7** The Employer reserves and retains the right to modify the pay period cycle. This clause overrides any other contract language concerning bi-weekly pay periods or other pay cycles.

S-56 EFFECTIVE DATE

The provisions of this Agreement will take effect on the later of July 1, 2021, or the date the agreement is ratified by the bargaining unit provided the University has also ratified the agreement.

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IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS 8th DAY OF JUNE 2021.

CENTRAL MICHIGAN UNIVERSITY:

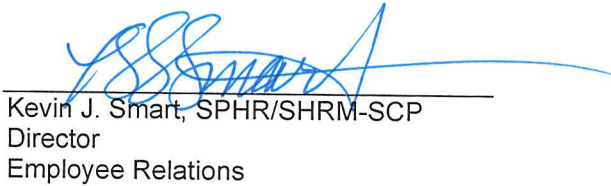
CMU SUPERVISORY-TECHNICAL
ASSOCIATION/MEA-NEA:



Dr. Robert O. Davies, President



Tena Best, President
CMU STA



Kevin J. Smart, SPHR/SHRM-SCP
Director
Employee Relations



Mark Blackmer, Vice President
CMU STA



Joe Garrison, Executive Director
Financial Planning and Budgets



Jessica Courtright, HR Consultant
Human Resources

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APPENDIX A: University Monthly Contributions Towards Health Insurance

		2021-22		2022-23		2023-24		2024-25		2025-26	
		University Contribution ^{n*}	Employee Contribution ^{n**}	University Contribution ^{n*}	Employee Contribution ^{n**}	University Contribution ^{n*}	Employee Contribution ^{n**}	University Contribution ^{n*}	Employee Contribution ^{n**}	University Contribution ^{n*}	Employee Contribution ^{n**}
Medical/Prescription Drug, and Dental Insurance	1P			Same as P&A	Same as P&A	Same as P&A	Same as P&A	Same as P&A	Same as P&A	Same as P&A	Same as P&A
	2P	79%	21%								
	FM										

**Percentage (%) calculation is based on core plans each fiscal year.*

***Actual employee contribution will depend on individual benefit elections.*

Percentages in this table, when applied to the premium costs for “core plans” [PPO 1, PD 10/20/30, CORE Dental] established at the beginning of each fiscal year, will determine the dollar value of University contributions towards the cost of medical, prescription drug and dental insurance for each level of coverage in each plan for full time employees. Employees are responsible for paying the difference between such dollar amounts and the cost of plans with higher premiums.

Should the University elect to change the basis on which University premium contributions are determined, the Union will be notified in writing not later than March 31st of the contract year prior to the fiscal year such change would be effective.

The annual increase in the University’s contribution is capped at 3%, i.e., the University will apply its percentage share from the table above to not more than 103% of the prior year university contribution.

For Part Time Employees, the University contributions for Medical and Prescription Drug insurance is the single coverage rate for Full Time employees in each of those plans. Part Time Employees are responsible for covering the entire cost of dental insurance.

Note: For Health Care Contributions Purposes, “Part Time” = Employees on less than 75% FTE appointment.

Illustrative Monthly CMU Health Insurance Contributions for 2021-22, based on Cost-Sharing Model (above).	Medical/ Prescription Drug		Dental
	FT - Single	\$564.66	\$27.70
FT - 2 Person	\$1,162.73	\$57.05	
FT - Family	\$1,422.49	\$71.18	
PT - Single	\$564.66	NA	
PT - 2 Person	\$564.66	NA	
PT - Family	\$564.66	NA	

Group Life Insurance: Premium fully funded at core level (1.0X base annual salary); employees pay additional premium for Optional coverage amounts

Long Term Disability: Premium fully funded at 67% level.

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_APPENDIX B: Arbitrator List

LETTER OF AGREEMENT ARBITRATOR LIST

Pursuant to S-10-2 of the Agreement, the Association and the Employer agree to the following list of arbitrators:

Tom Barnes

Richard Block*

Mark Glazer*

Barry Goldman*

Lee Hornberger

Benjamin A. Kerner*

Nora Lynch

Robert A. McCormick*

George Roumell*

*National Academy of Arbitrators member

**Collective Bargaining Agreement By and Between
Central Michigan University and the CMU Supervisory-Technical Association/MEA-NEA**

APPENDIX C: Supervisory Technical Classification Structure Listing

SUPERVISORY TECHNICAL CLASSIFICATION STRUCTURE LISTING

Job Title	Pay Level
Access Services Specialist/Circulation	ST-4
Access Services Specialist /Facilities	ST-4
Access Services Specialist /Reserve	ST-4
Access Services Specialist /Reserves & Copyright	ST-4
Access Services Specialist /Security & Building Operations	ST-4
Access Services Specialist /Security & Circulation	ST-4
Access Services Specialist /Stack Maint Books	ST-4
Access Services Specialist /Stack Maint Perio&Phot	ST-4
Admin Acquisitions Specialist	ST-4
Admin Aide I	ST-4
Admin Aide II	ST-5
Animal Care Technician	ST-4
Audio Visual Support Tech	ST-4
Audio Visual Tech	ST-6
Auth/Database Specialist	ST-5
Benefits Technician	ST-6
Benefits/Insurance Specialist	ST-6
Bindery & Mailing Operator	ST-4
Bindery Area Specialist	ST-6
Budget & Office Specialist	ST-6
Catalog Database Specialist	ST-5
Clinical Care Specialist	ST-3
Coord/Lib Serials-Bindery Operation	ST-4
Coord/Security & Events	ST-5
Editorial Specialist	ST-4
Electron Micro Facil Spv	ST-7
Electronic Acquisitions Specialist	ST-4
Electronics Tech	ST-7
Environmental Science Research Specialist	ST-6
Facilities Technician	ST-7
Financial Aid Records Spec/PT	ST-5
Financial Aid Specialist	ST-6
Financial Planning Specialist	ST-5
GIS Data Specialist	ST-5
GLRI Wetland Technician	ST-6
Government Document Specialist	ST-4
Health Information Specialist I/CDO	ST-5
Health Information Specialist I	ST-5
Health Information Specialist II	ST-6
Health Information Specialist /Carls Center	ST-5
Install Repair Tech I	ST-6
Install Repair Tech II/OIT	ST-7
Instructional Design Specialist	ST-5
Instrument Technician	ST-6
Lab Research Technician/Geochemistry	ST-4

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Lab Research Technician/Molecular Ecology	ST-4
Lab Research Technician	ST-4
Lab Research Technician I	ST-4
Lab Research Technician II	ST-5
Lab Research Technician III	ST-6
Lab Research Technician I/CMED	ST-4
Lab Research Technician II/CMED	ST-5
Lead Health Info Specialist	ST-6
Licensed Practical Nurse	ST-3
Mailroom Specialist	ST-3
Mailroom Specialist/PT	ST-3
Maintenance & Repair Tech	ST-7
Medical Billing Specialist/Carls Center	ST-4
Materials Services Specialist	ST-3
Metadata Specialist	ST-5
Microform Services Specialist	ST-4
Monographic Acquisitions Specialist	ST-4
Multi Color Press Operator	ST-7
NDNP Project Specialist	ST-4
Office Specialist	ST-4
Office Supervisor/Bookstore	ST-5
Office Supervisor/Certification Specialist	ST-5
Office Supervisor /Copy Center Operator	ST-4
Office Supervisor /Financial Aid	ST-5
Office Supervisor/OIA	ST-5
Office Supervisor /Psychology	ST-5
Offset Press Operator	ST-5
Operations Supervisor	ST-5
Operations Supervisor /Admissions	ST-5
Operations Supervisor/Graduate Studies	ST-5
Parking Services Specialist	ST-4
Payroll Technician	ST-7
Perkins Loan Specialist	ST-6
Pest Management Specialist	ST-5
Pharmacy Technician	ST-3
Physics Lab Tech I	ST-6
Physics Lab Tech II	ST-7
Piano Technician	ST-7
Pre-Press Design Specialist	ST-6
Pre-Press Specialist/Stripping	ST-6
Pressroom Bindery Area Float	ST-6
Printing Services Copy Center Operator	ST-4
Production Asst	ST-4
Production Leader	ST-6
Quick Copy & Design Specialist	ST-4
Reference Specialist	ST-3
Resource Specialist	ST-5
Scanning/Digitizing Specialist	ST-4
Supervisor /Architect Trades	ST-7
Supervisor /Athletic Equip/Apparel & Branding	ST-5
Supervisor /Biology Stockroom	ST-6
Supervisor /Building Svcs	ST-6

**Collective Bargaining Agreement By and Between
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Supervisor /Electrician & Maintenance Mechanics	ST-8
Supervisor /HVACR	ST-8
Supervisor /Lab Operations I	ST-6
Supervisor /Lab Operations II	ST-7
Supervisor /Music Resource Ctr	ST-5
Supervisor /Production & Inventory Control	ST-4
Supervisor/UC Facility Operations	ST-5
Supervisor /Utility Operations	ST-8
Student Employment Specialist	ST-5
Switchboard Operator	ST-3
Technical Coord/Lead	ST-5
Technical Specialist	ST-4
Telecom Specialist I	ST-4
Telecom Specialist II	ST-5
Video Coordinator/Football	ST-6
Web Support Specialist	ST-6

APPENDIX D: Family Illness Fund

(For Membership Information Only)

I. INTENT

The intent of the Family Illness Fund is to assist ST employees during emergency medical situations by providing them with limited paid time off from a source other than their personal or vacation leave.

II. USAGE

Application may be made to the fund for life-threatening situations including surgery of a parent, spouse, child, parent-in-law, grandchild or any individual living in the employee's household. The maximum amount of time allowable per employee from the fund in a twelve month period (July 1 - June 30) is sixteen (16) hours.

The Family Illness Fund Committee may make exceptions to the sixteen (16) hour rule if the following criteria are met:

- 1) the employee will have to be on lost time due to the illness of the family member, and
- 2) there are sufficient monies in the fund to allow this exception and still have funds available for other association members.

III. APPLICATION

- A. In order to draw from this fund, an employee must have completed the ninety (90) day probationary period.
- B. Requests may be made in writing or by phone to any member of the Family Illness Fund Committee. Please be advised that a brief description of the nature of the request will be required. This information will be solely for the use of the committee to determine whether the request complies with fund guidelines and will not be shared with the Employer.
- C. Requests must be made during the pay period in which the hours are to be used.
- D. Once a decision has been rendered by the committee, you will be notified. If approval is granted, notification will be sent to the Payroll Office for processing.

IV. APPEAL

An appeal of a decision by the Family Illness Fund Committee may be made in writing to the ST Executive Board.

V. ADMINISTRATION

- A. All requests will be considered by the committee.
- B. Requests will be considered on a first-come basis until the fund is depleted.
- C. Illnesses which fall within the scope of this fund include life-threatening situations such as heart attack, surgery, cancer and its treatments. Also included are chronic illnesses such as arthritis and asthma if circumstances make these conditions life-threatening.
- D. Usage will be reported quarterly to the Executive Board and at ninety percent (90%) depletion to the membership. Reporting will specify the amount of hours and the type of illness, but will not indicate the name of the employee utilizing the fund.

Adopted January, 1988 by the ST Executive Board and amended January, 1989. These guidelines and the administration of this fund are the exclusive domain of the ST Association and are subject to change by Executive Board action.

APPENDIX E: Family And Medical Leave Policy

FOR REFERENCE ONLY

Policy Statement

The University will provide eligible employees job-protected leave of up to twelve (12) work weeks per calendar year for certain family and medical reasons or because of any qualifying exigency of a covered military family member. In addition, eligible employees may take up to a total of twenty-six (26) work weeks in a "single 12-month period" to care for a covered service member with a serious injury or illness. Family and Medical leave will be tracked concurrently with paid leaves (sick leave, personal leave, vacation leave, workers' compensation, short-term disability, etc.) and unpaid leaves. FMLA is not considered a separate leave category.

It is the policy of The University to comply with the U.S. Department of Labor, Family and Medical Leave Act and regulations.

The full text of the Family and Medical Leave Policy is available on line at:

https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf

**Collective Bargaining Agreement By and Between
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APPENDIX F: Right to Work Amendment

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND the CMU Supervisory/Technical Association**

Central Michigan University ("University") and the CMU Supervisory/Technical Association ("Union") are parties to a collective bargaining agreement ("Agreement") expiring June 30, 2016.

It is the express intent of the University and the Union to follow the law by honoring the 2012 Right to Work amendments ("RTW") to the Michigan Public Employment Relations Act ("PERA"). If, during the term of this Agreement, the agency shop prohibitions in the RTW amendments to PERA are invalidated by act of the Michigan Legislature signed into law by the Governor, or by action of a court of competent jurisdiction following exhaustion of all legal appeals processes, or by amendment of the Michigan Constitution, the parties agree to reinstate the agency shop language in Article S6 and S7 as it existed in the Agreement as of June 30, 2013, provided that such reinstatement is allowed under the law.

This agreement is entered into in good faith by all parties and will not otherwise serve to amend or modify existing terms and conditions of the Agreement.

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2013:

FOR THE UNIVERSITY:

FOR THE UNION:

Kevin J. Smart, SPHR
Director/Employee Relations

Tena Best
President/CMU STA

Melvina Gillespie
UniServ Director/MEA

**Collective Bargaining Agreement By and Between
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