

**An Agreement
Between**

Central Michigan University

And

**UAW Local #6888
AFL-CIO**

July 1, 2019 – June 30, 2022

Collective Bargaining Agreement by and between
Central Michigan University and UAW Local #6888, AFL-CIO

PREAMBLE

The University and the Union 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 because of participation in or affiliation with any labor organization, race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, weight and height except to the extent that such matters are, under law, allowable bona fide job qualifications.

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AGREEMENT

OP0-1 This Agreement is entered into this 28th day of June, 2019, 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 "University") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union 6888 (hereinafter referred to as the "Union"), as exclusive representative of employees employed by Central Michigan University and as set forth in section OP2-1 and OP2-2.

PURPOSE AND INTENT

OP1-1 The general purpose of this Agreement is to set forth terms and conditions of employment; to provide a satisfactory and orderly means to the solution of employee and employer problems; to maintain the pleasant working atmosphere which exists at the University between the members of the Union and the people for whom they perform work; and to promote orderly and peaceful relations between the University and its employees.

OP1-2 The parties recognize that the University's primary function is to serve the educational and research needs of the State of Michigan. The parties further recognize that the job security of the employees is dependent upon the University's proper fulfillment of its basic purpose and is dependent upon the support of the local and state community in which the University is located.

OP1-3 The parties agree that, to these ends, the University and the Union will encourage to the fullest degree, friendly and cooperative relations between the respective representatives of both groups at all levels and among all employees.

RECOGNITION

OP2-1 The University acknowledges the express desire of its employees to be represented by the Union as indicated in the consent elections held on April 10, 1968, and December 19, 1980, and recognizes the Union 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 March 2, 1968, and the Agreement for Consent Election dated November 19, 1980, and the Agreement for Consent Election dated December 11, 1990. And the parties agree that the following description accurately represents what is set forth in those three (3) consent election agreements:

OP2-2 All regular and provisional full-time and regular and provisional part-time office professional employees of Central Michigan University located in Mount Pleasant, Michigan, excluding supervisors, employees occupying positions of a confidential nature, those employees on the student employee assistance payroll or its equivalent, executives, administrative officers, and temporary employees.

DEFINITIONS

Working Day

OP3-1 Working day shall be interpreted to mean any day of the week providing such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five (5) days a week.

Calendar Day

OP3-2 Any day within a seven (7) day calendar week regardless of whether or not an employee is scheduled to work.

Prorating

OP3-3 The method of determining the amount of benefits for which an employee is eligible based upon the proportion of the employee's position compared to a full-time position. An employee scheduled to work at least thirty (30) hours per week on a regular basis and who has an official appointment of at least 75% FTE will be considered a full-time employee for purposes of establishing the level of university health care benefit contributions only.

EMPLOYEE STATUS

Regular Full-Time Employee

OP4-1 A regular full-time employee is an employee who has completed a probationary period and is scheduled to work a minimum of forty (40) hours per week on a regular basis (See OP 3-3, "Prorating").

Provisional Employee

OP4-2 An employee who is employed for a period of time which will equal or exceed one (1) academic year with the duration of their appointment contingent upon the continuation of the program and the availability of funds subject to appropriate provisions of the Collective Bargaining Agreement. All provisional positions at the time of ratification of this agreement will retain their bumping rights under Article OP-23, subject to the limitations in Appendix F.

Part-Time Employee

OP4-3 A part-time employee is an employee who has completed a probationary period and is scheduled to work less than forty (40) hours per week and at least twenty (20) hours per week (see OP 3-3 for method used to prorate benefits contributions for eligible part-time employees).

Probationary Employee

OP4-4 A probationary employee is a new employee in the bargaining unit. Such employees are considered to be in probationary status for the first ninety (90) days of their continuous employment; provided, however, that upon the request of the appointing authority, Employee Relations may extend this status for up to an additional ninety (90) calendar days. Requests by the appointing authority to extend a probationary period shall be made in writing to Employee Relations with a copy to the President of the Union and shall include a statement of the reason(s) for making the request. If the extension is authorized by Employee Relations, such notification will be sent to the appointing authority, with copies to the probationary employee and the Union President. A probationary employee may not resort to the Grievance Procedure for relief if the employee is discharged or disciplined except for Union activity.

Temporary Employee

OP4-5 An individual engaged as temporary staff (whether hired by the University directly or engaged through a temporary agency) who works at a designated temporary job to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased workloads, or any other conditions that may create temporary staffing problems. A position may be filled with a temporary employee for up to nine (9) months (up to fifteen (15) months with approval of the Director/Employment Services).

Within seven (7) working days following an actual bi-weekly pay date, the University will provide the Union a Temporary Employee Utilization report showing:

- Temporary employee name
- Department
- Number of hours worked in the pay period

After a temporary employee has been engaged in a specific assignment involving the performance of bargaining unit work occasioned by temporary or abnormal increased workloads for fifteen (15) continuous months for not less than twenty (20) hours per week for each week of the fifteen continuous months, the University, upon written notice from the Union following the conclusion of the fifteen month period, will have thirty days thereafter to decide whether the temporary assignment will be announced as a benefits-eligible position. If announced as a benefits-eligible position, the position will be posted as a job vacancy. The University and the Union may, by mutual agreement, extend the duration of the temporary employment before the position must be announced as a regular position.

Student Employees

OP4-6 It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for student employees. It is not the intent of the University to use student employees to cause the lay-off of bargaining unit members.

RIGHTS OF THE UNIVERSITY

OP5-1 The University has the right to the general supervision of the institution and the control and direction of all expenditures from the institution's funds.

OP5-2 The University reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the University'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 in 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 the second sentence of this paragraph in any way limit the constitutional mandates placed on the University.

AID TO OTHER LABOR ORGANIZATION

OP6-1 The University will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

UNION REPRESENTATION

OP7-1 The University and the Union recognize that the Union 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 union 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.

OP7-2 The Union will defend, indemnify and save harmless the University from any and all claims, demands, suits and other liability, including costs and reasonable attorneys' fees, by reason of action taken or not taken by the University for the purpose of complying with this Article.

OP7-3 In the event of any of the provisions of this Article are unenforceable under state or federal law, the parties shall meet to negotiate changes necessary to bring the Article into conformity with law.

DEDUCTION OF UNION DUES AND INITIATION FEES

OP8-1 During the life of this Agreement, the University agrees, in accordance with and to the extent of any applicable state or federal laws, to deduct initiation fees, if any, and monthly membership dues in the amount established by the Union, proportionately each pay period, from the wages due all persons who individually and voluntarily give the University written authorization to do so.

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The University shall forward such dues to: Union, Central Michigan University, Mount Pleasant, Michigan, on or before the seventh (7th) day after each pay date. Where the proportionate amount, above described, is less than \$5.00 per pay period, the University may deduct more than the proportionate amount and up to and including \$5.00 per pay period until the amount established by the Union is paid. Such written authorization shall be effective until revoked in writing signed by the employee and delivered to the Union and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office.

OP8-2 The aforementioned authorization shall be in the following form:

<u>Authorization Form</u>	
CENTRAL MICHIGAN UNIVERSITY UAW 6888 Payroll Deduction Authorization	
I, _____ hereby authorize Central Michigan University to deduct from my earnings each month an amount sufficient to provide for regular payment of current monthly Union dues and an initiation/reinstatement fee, established by the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America (UAW). These deductions shall represent my voluntary membership in the Union.	
SIGNATURE _____	XXX-XX- SOCIAL SECURITY NUMBER (last four) _____
HOME ADDRESS _____	DIVISION _____
CITY _____	DEPARTMENT _____
DATE _____	CLASSIFICATION/GRADE/STEP _____

Deduction

OP8-3 Deductions shall be made only in accordance with the provisions of the Authorization for Deduction of Dues, together with the provisions of this Agreement, including, but not limited to, Section OP7. The University shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

Delivery of Executed Authorization of Payroll Deduction Form

OP8-4 A properly executed copy of the Authorization for Deduction of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the University at the office designated by the University before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Deduction of Dues which is incomplete or in error will be returned to the Union Secretary by the University.

When Deductions Begin

OP8-5 Deductions under all properly executed Authorization for Deduction of Dues forms shall become effective at the time the application is tendered to the University and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.

Refunds

OP8-6 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union.

Termination of Deduction

OP8-7 An employee shall cease to be subject to deductions beginning with the pay period immediately following the employee's delivery of signed revocation of dues deduction authorization to the Payroll Office and the Recording Secretary of the Union.

Disputes Concerning Deduction

OP8-8 Any dispute between the Union and the University, which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Deduction of Dues form, shall be reviewed with the employee by a representative of the Union and the designated representative of the University.

Limit of University's Liability

OP8-9 The University shall not be liable to the Union 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 employees.

List of Dues-Paying Members

OP8-10 The Union will furnish the University, within fifteen (15) working days after the effective date of this Agreement, the names of all members paying dues directly to the Union. Thereafter the Union will furnish the University a monthly list of any changes.

SPECIAL CONFERENCES

OP9-1 Special conferences under this Agreement between the Union and the University are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Union's President and the University or its designated representative upon request of either party. Such meetings shall be between the representatives of the University and up to six (6) representatives of the Union. More members of the Union may attend by mutual agreement. Arrangement 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 the special conference shall include only those items on the agenda. Special conferences shall be held within ten (10) working days of the request for the conference. The ten-day time limit may be extended by mutual agreement. This agreement may be amended by amendments mutually agreed to by the University and the Union at special conferences with the understanding that approval by the Union membership and the Board of Trustees of the University may be required for certain amendments.

GRIEVANCE PROCEDURE

OP10-1 The Union president, vice president, and/or district representative may investigate and present grievances within the bargaining unit to the University during working hours, without loss of pay, provided they have obtained prior permission from their supervisors to do so. Subject to operational difficulties and emergencies, the supervisor will grant permission and provide a reasonable amount of time to these persons to leave their work to investigate and present grievances within the bargaining unit. The privilege of the president, vice president, and/or district representative of leaving work during working hours without loss of pay is subject to the understanding that the time will be devoted to the proper handling of legitimate investigation and presentation of grievances on behalf of the Union and will not be abused. The president, vice president, and/or district representative will perform their assigned work at all times, except when necessary to leave their work for investigation and presentation of grievances within the bargaining unit and will not cause workload or production difficulties in their offices by leaving work for such purposes. Any alleged abuse by either party shall be a proper subject for a special conference.

OP10-2 The University and the Union 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 University and the Union encourage employees to bring their problems to their immediate supervisors to work them out whenever possible.

OP10-3 Grievances within the meaning of the grievance procedure and of the mediation clause shall consist only of disputes about the interpretation or application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. The following procedure shall be the sole and exclusive means for resolving grievances. A grievance not appealed within the time

limits as provided for in this article shall be considered settled on the basis of the last answer and not subject to further review.

Individual Grievance

OP10-4 Any employee grievances or questions of interpretation arising under the written provisions of this agreement, or written supplemental agreements, thereto, shall be presented and processed as set forth below. The aggrieved employee may be present at step one, step two and step three of the grievance procedure at the request of either party, may be present at step four at the request of the Union or may be present at the pre-arbitration conference by mutual consent of the University and the Union.

Group Grievance

OP10-5 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 employee from the group may attend the meetings set forth in the grievance procedure as the aggrieved employee.

Union Grievance

OP10-6 The Union may only 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 can be processed under paragraph OP10-4 or OP10-5 above, arising under and during the term of this agreement with the University and the Union. Such a Union grievance shall be filed by the Union president, or designated representative, beginning at step two of the grievance procedure provided the grievance is submitted to Employee Relations within ten (10) working days following the occurrence of the event giving rise to the grievance, or ten (10) working days following the date on which the Union reasonably should have known of the facts giving rise to the grievance. The Union president or president's representative shall file a grievance on behalf of the Union and may attend at steps two and three of the grievance procedure.

Step One

OP10-7 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 employee'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 occurrence of the event giving rise to the grievance, or ten (10) working days after the date the employee reasonably should have known the facts giving rise to the grievance. The supervisor shall respond orally to the grievant within two (2) working days following the oral presentation of the grievance.

Step Two

OP10-8 If the matter is not resolved through oral discussion, the grievance may be reduced to writing by the Union. The grievance shall be dated and signed by the grievant and the Union representative, and such written grievance shall then be delivered to Employee Relations within ten (10) working days of the oral presentation at step one. Employee Relations shall send a copy of said grievance to the employee's immediate supervisor. The written grievance shall include:

- 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,
- The change or circumstance or lack of change which affected the grievant,
- The provisions in this agreement which the grievant feels have been violated,
- All other facts pertaining to the matter which show or tend to show that this agreement is not being followed,
- The relief requested.

OP10-9 A meeting between no more than three (3) representatives of the Union excluding the international service representative and three (3) representatives designated by the University, one of which shall be the Director of Employee Relations or designee, will be arranged to discuss

the grievance at a mutually agreeable time within thirty (30) calendar days from the date the grievance is received in Employee Relations. Extensions of this time period may be arranged by mutual agreement, which agreement shall not be unreasonably withheld by the party not requesting the extension.

OP10-10 The Union representatives may meet at a place designated by the University on the University's property for a one-half hour period immediately preceding the meeting with the representatives of the University.

OP10-11 The University will answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed.

Step Three – Submission to Mediation

OP10-12 If the Union is not satisfied with the answer at step two of the grievance procedure, the Union may submit the matter to mediation by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting mediation. Such notice must be received in Employee Relations within fifteen (15) working days of the University's second step grievance answer in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation. Employee Relations will contact the mediator within ten (10) working days of receipt of the request to mediate.

OP10-13 The mediator shall have no power to add to, subtract from or modify any of the terms of this agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the agreement and law vary from interpreting the agreement nor shall the mediator, in making a recommendation regarding a case, imply into the agreement provisions which are not in the written terms of the agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union nor shall the mediator exercise any responsibility or function of the University or the Union. 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 University or Union.

Step Four – Submission to Arbitration

OP10-14 If the Union is not satisfied with the answer at step three 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 Union may submit the matter to arbitration by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting arbitration. Such notice must be received in Employee Relations within either fifteen (15) working days of the University's second step grievance answer or within ten (10) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.

Selection of Arbitrator

OP10-15 Within ten (10) working days after the date on which Employee Relations received the Union's notice of intent to arbitrate, the Union and the University will meet to select an arbitrator from the panel of arbitrators shown below. At the request of either the Union or the University, this meeting may be adjourned for a period of up to two (2) working days, after which the parties will reconvene to continue the selection process for an arbitrator:

Tom Barnes	Joseph Girolamo	Mark Glazer	Barry Goldman
Benjamin A. Kerner	Michael P. Long	Nora Lynch	Bob McCormick
George Roumell	Theodore St. Antoine	James Statham	

The Union and the University will agree to meet and discuss any changes to the listed names. If the Union and the University cannot agree upon an arbitrator from the panel, the Union shall request that an arbitrator be selected by the Federal Mediation and Conciliation Service (FMCS) in accord with its rules which shall likewise govern the arbitration proceedings. Failure to mutually

select an arbitrator or in the case of non-agreement, to request a list from FMCS within 10 working days after filing for arbitration (unless this period is extended as provided above), will result in the grievance being resolved as per the last answer.

OP10-16 A representative of Employee Relations will contact the arbitrator within ten (10) working days of the date of selection of the arbitrator.

Pre-Arbitration Conference

OP10-17 The Union 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 from the receipt of the request for such conference.

ARBITRATION

OP11-1 The fees and approved expenses of an arbitrator shall be paid by the losing party as determined by the arbitrator. The party requesting a postponement or cancellation of a scheduled arbitration hearing shall be responsible for any cancellation or postponement fees due the arbitrator.

OP11-2 Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. 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 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 University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union.

Attendance by Aggrieved Employee and Other Employees

OP11-3 The aggrieved employee may attend the full arbitration hearing.

Finality of Decisions

OP11-4 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 University, the Union and the employee or employees involved.

WITHDRAWAL OF CASES

OP12-1 A grievance may be withdrawn by the Union without prejudice by submitting a written notice to Employee Relations before the first of the following: (1) the expiration of the time limit provided in OP10-12 through OP10-14 for submitting grievances from the third step of the grievance procedure to arbitration or (2) actual submission of the grievance to arbitration. The notice should identify the grievance and state the grievance is withdrawn. A grievance which has been submitted to arbitration may be withdrawn without prejudice upon mutual agreement of the parties.

COMPUTATION OF BACK WAGES

OP13-1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's base rate including shift differential, if applicable.

OP13-2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all regular lost time and with full restoration of all rights and conditions of employment.

PERSONNEL FILE

OP14-1 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 University will honor an employee's

request to examine and discuss the contents of his/her "Official Personnel File" with a representative of Employment Services. Employees will be provided with a copy of any disciplinary action, or evaluative report, to be included in such files. An employee may submit a written response to the report or statement through a designated representative of Employment Services with a copy to be placed in the personnel file and a copy provided to the immediate supervisor. If an employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of material, but in no instance, shall said signature be interpreted to mean agreement with the material's content. As a part of the review process, a personnel representative will examine the file prior to sharing it with the requesting party and temporarily remove such disciplinary material which is more than three (3) years old for the review.

TERMINATION NOTICE

OP15-1 An employee should give at least two (2) weeks' notice of their intent to terminate their employment with Central Michigan University to allow as much time as possible for the affected department to recruit a replacement.

DISCHARGE OR DISCIPLINE

Notice of Discharge or Discipline

OP16-1 The University agrees promptly upon the discharge or discipline of any employee to notify the employee in writing of any discharge or discipline with a copy to the Union.

OP16-2 An employee discharged or disciplined with cause who is not a probationary employee (unless the probationary employee is discharged or disciplined for Union activity), upon the employee's request, will be allowed to discuss the employee's discharge or discipline with the Union in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the Union before he/she is required to leave the property of the University. Upon the request of the disciplined employee or the Union, the administrative head of the unit or that person's designated representative will arrange for a meeting to be held with the discharged or disciplined employee and the Union. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The Union will be notified of action taken in these cases.

Appeal of Discharge or Discipline

OP16-3 Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at Step Two.

Use of Past Record

OP16-4 In imposing any discipline on a current charge, the University will not take into account any prior infractions of which the University had knowledge that occurred more than three (3) years previously.

DRUG TESTING

Alcoholism or Other Drug Abuse

OP17-1 The University agrees that it 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 University 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.

OP17-2 The Union and the University 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.

Collective Bargaining Agreement by and between
Central Michigan University and UAW Local #6888, AFL-CIO

- OP17-3** A bargaining unit member, while participating in an alcohol or drug abuse program, 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 University.
- OP17-4** The parties' concern is limited to alcoholism and other drug abuse problems which impair work performance.
- OP17-5** The University 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.
- OP17-6** 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 bargaining unit member shall be afforded the right to have appropriate Union representative(s) present at such interview.

SUBCONTRACTING

- OP18-1** The University reserves the right to eliminate positions and reallocate work outside the bargaining unit or the University for business reasons, but not for the sole purpose of eroding the bargaining unit. When a bargaining unit position is eliminated, the University will provide written documentation explaining the reallocation or elimination of the duties. The University agrees to make every effort to reallocate the remaining office professional duties within the bargaining unit. At the request of the Union, the University agrees to meet in Special Conference to discuss the disposition of duties of any bargaining unit position that has not been posted and has been vacant for longer than three (3) months.

JOB VACANCIES

- OP19-1** Job vacancies shall be posted on the Human Resources website and on a bulletin board outside the Employment Services Office, for three (3) working days (excluding holidays) before they are filled. The notice of vacancy shall contain the following information:
- Position available
 - Minimum qualifications for the position,
 - Wages paid for the position - range,
 - Department.
- OP19-2** 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 application materials and/or amending same 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.
- OP19-3** For positions allocated to the OP-4 pay level and above, all qualified internal bargaining unit candidates will be given consideration prior to filling the vacancy.
- OP19-4** The University will provide (for each vacancy) to the Union within ten (10) working days of the official close of the posting, a log listing the internal candidates who bid on the vacancy and a count of the total applicants for the vacancy. Within seven (7) working days after Employment Services has processed the hire, the Union will be notified of the person selected to fill the vacancy.

OP19-5 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 those positions. It is understood that supervisors shall be reasonable in granting such requests.

OP19-6 Office Professional positions will be re-posted if a candidate is not selected within sixty (60) calendar days from the closing date of the posting. The sixty (60) calendar day period may be extended by mutual agreement between the Employment Services Office and the Union.

Americans With Disabilities Act Compliance

OP19-7 The University and the Union will comply with the Americans with Disabilities Act. FOR REFERENCE ONLY: See "Work Accommodation Process" procedure at: https://www.cmich.edu/office_president/general_counsel/Documents/p04024.pdf

OFFICE PROFESSIONAL SKILLS TESTING

OP20-1 During the course of negotiations between the Union and the University, the parties discussed that in the event the University decides to re-implement office professional skills testing, the University and the Union agree to meet and confer regarding this issue.

PROMOTIONS

OP21-1 A promotion is a vertical movement from one job position to another with a change to a higher pay level.

OP21-2 The University has an obligation to hire who it considers the best qualified person for the position and further agrees to interview at least one qualified bargaining unit member who has applied for such promotional vacancies.

OP21-3 The selection of the best qualified person shall be based upon consideration of such factors as a candidate's length of employment at the University, previous work history (including records of attendance, discipline, and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved.

OP21-4 Employees who are promoted from within the bargaining unit shall be granted fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, trial period to determine:

- (a) Their ability to perform the work.
- (b) Their desire to remain in the position.

OP21-5 During the trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee exercises this option, the hiring department may repost the vacancy or may make a job offer to another candidate from the original vacancy pool. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the University with a copy to the Union. The matter may then become a proper subject for the grievance procedure.

OP21-6 During the trial period, employees will receive the rate of pay for the job they are performing.

OP21-7 Employees who have received promotions will move to the new position in a timely manner.

TRANSFERS

OP22-1 A transfer is a lateral movement from one job position to another without change in classification or pay level.

OP22-2 During the first fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, after the transfer has occurred, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice with reasons shall be submitted to the employee in writing by the University with a copy to the Union.

OP22-3 Employees who have received transfers will move to the new position in a timely manner.

REDUCTION OR REALLOCATION OF WORK FORCE

OP23-1 Except as otherwise provided in this Agreement, when there is a decrease or reallocation in the work force resulting in layoff of employees in the bargaining unit, the following procedure shall be followed.

"Lay off" refers to either the elimination of an entire Office Professional position or the elimination of a portion of an Office Professional position which would change the employment status (i.e., full-time to three-quarter-time or half-time). In situations where a portion of a position is being eliminated, and with the mutual agreement of the department and the affected employee, the position incumbent may remain in the position with a reduced full-time equivalent (FTE) rather than exercise the bumping rights described in Article 23.

OP23-2 The University shall designate those positions which are to be vacated by reason of layoff. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days written notice of layoff. The University will send a list of the employees laid off to the Union at least fourteen (14) calendar days prior to the layoff. The University will not deprive any employee of holiday pay due to any shut down or temporary layoffs immediately preceding or following the Christmas holiday.

OP23-3 When the University or portions of the University are closed, employees may be laid off within the affected division after implementation of OP23-7, for a period not to exceed twenty-one (21) days per year without notice as deemed necessary by the University.

OP23-4 (a) An employee who occupies the position designated for layoff shall be transferred, conditioned on previous work history (including work records of attendance, discipline and work performance) interpersonal skills and other skills measuring those factors against the particular requirements set by the hiring department and the University for the job involved in the following order of priority, unless the procedure outlined in OP23-4b is invoked.

(b) The University may decide to modify the procedures due to business necessity for an employee with less than two (2) years of continuous service with the University in the bargaining unit who occupies the position designated for layoff. The University agrees to consult with the Union if modifications to the layoff procedures are deemed to be necessary by the University for employees with less than two (2) years of continuous service in the bargaining unit.

OP23-5

1. To a vacancy in the same classification series.
2. To replace the least senior employee in the same classification series.
3. To a vacancy in the classification series in the next lower pay grade.
4. To replace the least senior employee in the classification series in the next lower pay grade.
5. Repeat the two (2) prior steps in consecutively lower pay grades.

OP23-6 Employees shall not increase their employment status when exercising their rights under Section OP23-1 through OP23-5. A displaced employee prior to layoff may reduce to a lower employment status, i.e., one-half time, three-quarter time, which is not equivalent to the employment status of the position, which the employee is occupying at the time of reduction or reallocation of the work force.

- OP23-7** Temporary employees will be laid off first, followed by probationary employees if they are in the appropriate classification series and pay level, followed by provisional employees who were hired with known position duration of two (2) years or less at the time of posting, unless covered under Article OP4-2.
- OP23-8** Classification series for the reduction or reallocation of the work force referred to in OP23-4 through OP23-8 shall be defined as follows:
- Series 1:** Executive Secretary
Administrative Secretary
Secretary
- Series 2:** Executive Office Specialist
Senior Office Specialist
Office Specialist
- OP23-9** Employees who, due to a reduction or reallocation of the work force, are required to accept a lower classified position within their classification series in lieu of layoff shall be restored to the former classification they held prior to the reduction or reallocation of the work force without the utilization of the posting procedure for the vacant position if the employee possesses, at the time of restoration, the necessary training, basic qualifications for performance of the higher rated job. Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority.
- OP23-10** An employee who is laid off will receive a layoff letter from the employer which states that the layoff was not a result of unsatisfactory performance.
- OP23-11** The Department shall give the bumped or recalled employee reasonable orientation assistance to enable them to perform up to the Department's standards on the new job.
- OP23-12** Provisional employees: employees in provisional positions shall have no bumping rights.

RECALL PROCEDURE

- OP24-1** An employee in the bargaining unit at the University who has been laid off pursuant to the provisions of the layoff provision shall be recalled to work, conditioned upon previous work history (including records of attendance, discipline and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved, in accordance with the reverse application of the procedure outlined in paragraph OP23-5.
- OP24-2** Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority. Bargaining unit members who have exhausted their recall rights shall have their names placed in a preferential hiring pool and for a period of not more than one (1) year from the date such recall rights expire will be considered as an internal candidate for future vacancies at the University.
- OP24-3** Notice of recall shall be sent to the employee as follows:
- (a) Via certified mail – restricted delivery to the employee at the employee's last know home address on file in the University's official records;
 - (b) Via telephone call to the employee's last know telephone number on file in the University's official records.

If an employee fails to report to work within ten (10) working days from the date indicated on the certified mail receipt, the employee shall be considered to have quit. Extensions may be granted by the University in proper cases.

OP24-4 A bargaining unit member's sick leave balance at the time of lay-off will be reinstated when the employee is recalled prior to the expiration of the employee's recall rights.

SENIORITY DEFINITION

OP25-1 A bargaining unit employee who has held a bargaining unit classification(s) other than that held at the time of layoff, will be placed in an existing vacancy in that classification(s) with respect to the application of Article OP23.

OP25-2 Seniority for purposes of the layoff provision is defined as uninterrupted employment with the University with the latest date of hiring and includes authorized leaves of absence, approved vacations, sick or accident leave or transfers within the bargaining unit.

LOSS OF SENIORITY

OP26-1 An employee's seniority shall terminate for any one of the following reasons:

- (a) If an employee voluntarily terminates his/her employment.
- (b) If an employee retires in accordance with the provisions of this Agreement.
- (c) If an employee is discharged and not reinstated.
- (d) If an employee fails to report from layoff when recalled in accordance with this Agreement.
- (e) If an employee is laid off for a continuous period commensurate with length of employment, not to exceed two (2) years.
- (f) If an employee is absent for three (3) consecutive working days without notifying the immediate supervisor and fails to give a reasonable explanation.

RETENTION OF SENIORITY

OP27-1 Unless lost under the Loss of Seniority Provision, (see OP26-1(a) through OP26-1(f)), seniority is retained and is accrued for the periods of time set forth below:

- (a) Leave of absence without pay provided the employee complies with the conditions imposed on such leave.
- (b) Layoff from the bargaining unit but retention and accrual of seniority shall not exceed two (2) years.

OFFICER'S SENIORITY

OP28-1 Members of the bargaining/grievance committee shall have top seniority unit-wide for layoff and recall purposes only, provided they have the ability to perform satisfactorily the work available. Union district representatives shall have top seniority in the jurisdictional districts they represent, provided they have the ability to perform satisfactorily the work available. The Union President and First Vice President shall have top seniority unit-wide. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.

LEAVES OF ABSENCE WITHOUT PAY

Leaves of Absence for Illness, Injury, or Medical Disability

OP29-1 A non-probationary employee who is (1) unable to work because of personal sickness, injury or disability; (2) has exhausted sick leave; (3) has exhausted vacation and personal leave; and (4)

has furnished a written request to the Employment Services Office accompanied by evidence of disability satisfactory to the University shall be granted a leave of absence without pay. Such request and evidence may be delivered or sent to the Employment Services Office by the Union or any other interested party.

- OP29-2** The leave of absence shall be for the period of continuing disability for the period of time up to one (1) year. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. An employee may return to the same position they held at the time the leave was granted, providing written approval is obtained at the time the leave is requested. When necessary, physicians' opinions shall be the basis used to determine the questions of appropriate medical treatment or evidence of continuing disability.

Personal Leave

- OP29-3** A personal leave of absence without pay of up to four (4) months may be granted at the discretion of the University in cases of exceptional need for those non-probationary employees who have been employed on a regular basis and who have exhausted all of their personal and vacation time. An employee may return to the same position they held at the time the leave was granted, providing written approval is obtained at the time the leave is requested. Leave will not be granted for the purpose of obtaining employment elsewhere. Leaves of absence may be extended by the University for additional four-month periods, but the total leave time shall not exceed one (1) year unless an extension not to exceed one (1) additional year is mutually agreed to by the Union and the University.

- OP29-4** The employee who is on a leave of absence without pay will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation. The employee must check with the Benefits and Wellness Office about maintaining available insurance coverage during this period.

- OP29-5** If it is not possible to assign work to an employee immediately upon return from personal leave, the employee will be granted an extended leave up to two (2) years while the employee attempts to successfully bid for a position.

Family and Medical Leave

- OP29-6** In compliance with the Family and Medical Leave Act of 1993, the University 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 leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employees own serious health condition) prior to approved Family and Medical Leave without pay.

FOR REFERENCE ONLY: The use of Family and Medical Leave shall be in accordance with the University's Family Medical Leave guidelines included in Appendix "A." This policy can also be found on the World-Wide Web at:

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

Long-Term Military Leave

- OP29-7** An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.

OP29-8 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

Union Educational Leave

OP29-9 Leaves of absence (without pay) will be granted to those bargaining unit members who are elected or selected by the executive committee of the Union to attend educational classes conducted by the Union, labor institute or educational institution; or to attend other Union related activities.

Any one (1) employee in the bargaining unit shall not take more than seven (7) working days of leave per year, except that Executive Board members may each take up to ten (10) working days per calendar year, when required. No more than five (5) employees can be gone on leave at the same time. At any one (1) time, no more than one (1) employee can be gone from any one (1) office where less than ten (10) office professionals are employed.

Employees must give one (1) week notice for leave which exceeds one (1) day. Employees must give two (2) working days' notice for one (1) day leave. It is understood that individual employees must have permission of the department and Employee Relations for the purpose of taking this leave in addition to selection by the Union executive committee. It is understood that the provisions of this article do not apply to the release time in grievance procedures.

Leave of Absence (Union Office)

OP29-10 In the event that a seniority employee is selected to a full time Regional or National union position requiring his/her absence from the University, a renewable one-year leave of absence shall be granted without pay or benefits. At the inception of the leave, the employee will be paid for up to 160 hours of accrued but unused vacation as well as any unused personal leave. Requests for extension shall be submitted to the Director of Employee Relations or designee between the sixtieth and thirtieth day prior to the expiration of the current term of leave. The employee's seniority shall continue to accumulate during the initial term of leave and any subsequent extensions. Upon expiration of such leave, he/she shall return to his/her regular job if vacant or to a vacancy in the same classification and series as held at the commencement of the leave.

LEAVES OF ABSENCE WITH PAY

Personal Leave Days

OP30-1 Full-time employees will be eligible for three (3) personal leave days per calendar year. Full-time employees in their first year of employment who are hired after July 1 are eligible for one and one-half (1½) days of personal leave for the remainder of the first calendar year. Personal leave may be taken in units of one (1) hour. Employees shall arrange for taking paid personal leave with their supervisors in advance. Paid personal leave time does not carry over from year to year. Employees will be paid for unused personal leave upon termination (prorated based on date of termination). Paid Personal Leave accrues at the rate of 2 hours for each completed month of service during the calendar year. Employees may take personal leave before it is earned; however, unearned leave time taken shall be deducted from an employee's last paycheck when an employee terminates employment or takes a leave of absence without pay.

OP30-2 Personal leave benefits for part-time employees in the bargaining unit will be pro-rated on the basis of the proportion of the position held by the employee to full-time employment.

OP30-3 Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if workloads do not permit the taking of personal leave at the particular time desired by the employee except permission must be granted for any funeral and sickness of any family member or relative. If personal leave is not used on or before the last day of the final pay period of the calendar year, the time is lost.

Funeral Leave

OP30-4 If the spouse of an employee, child of an employee, brother or sister of an employee, parent of an employee, grandparent or grandchild of an employee, grandparents of a spouse, parents-in-law, brothers- in-law, sisters-in-law, son-in-law, daughter-in-law, stepparent, stepchildren, foster parent, foster children, or relative residing in the same household with an employee dies, the employee will be given an approved absence as required by the circumstances, not to exceed three (3) working days per occasion. If an aunt, uncle, niece, or nephew of an employee dies, the employee will be given approved absence as required by the circumstances, not to exceed one (1) working day per occasion of such leave. Funeral leave may be utilized in units of an hour with the approval of the immediate supervisor.

Verification of Eligibility for Funeral Leave

OP30-5 The department will specify the relationship of the deceased to the employee who is being paid funeral leave on the time and attendance sheet.
If the relationship is not specified on the time & attendance sheet, the payroll staff will contact the employee's supervisor to obtain that information. If the supervisor cannot be reached, the employee will be contacted so that the funeral leave can be paid.

Court-Required Service

OP30-6 An employee who serves on jury duty or who is subpoenaed as a witness in a court proceeding (but not as a witness against the University) and who is not a party to the action, will be provided paid release time from the regular schedule for such service, but in no case will the employee be entitled to any pay for time beyond normal scheduled hours. An employee is expected to report for regular University duty when their attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

Short Tours Military Leave

OP30-7 Upon request and presentation of appropriate military orders, an employee shall be granted a 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 days in any calendar year.

Arrangements for such leaves are to be made with the employee's immediate supervisor well in advance of the actual tour of duty. The employee is to take the leave, whenever possible, at the convenience of CMU. Ten-month employees are encouraged to take their military tour without pay during their two-month recess whenever possible however if they must take their tours of duty during their ten-month work year they will be granted a military leave. CMU 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 CMU pay for the authorized period of time, less all military pay and allowances for that period.

OP30-8 Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above. Further, if the military pay is more than their CMU pay, employees are likewise permitted to request and be scheduled to use any accrued vacation leave instead of unpaid leave.

It is highly recommended that the employee attach a copy of his/her military orders to the leave request.

Sick Leave

OP30-9 Regular and provisional full-time employees shall accrue sick leave at the rate of four (4.0) hours each two week pay period (thirteen [13] days maximum accrual per year).

OP30-10 An employee working part-time will accrue sick leave days in proportion to the relationship of his/her appointment to a full-time position.

OP30-11 Sick leave may be accumulated up to one hundred thirty (130) days.

- OP30-12** All full- or part-time employees may use their sick leave days during any period in which they are scheduled on the payroll for absences due to employee illness, injury and doctor or dentist appointments.
- OP30-13** An employee may use available sick leave for illness of immediate family members. Immediate family will be defined the same as under the Family Medical Leave, e.g., spouse, children, and parents.
- OP30-14** Sick leave may be used in units of one-half (1/2) hour or more.
- OP30-15** The department, in considering the employee's request, will take into consideration the following:
- (a) Legitimacy of the request, which may include a physician's statement.
 - (b) Previous sick leave usage record, with consideration given to extended or long-term illness and medical leave.
 - (c) Supervisor's recommendation. Employees must notify their immediate supervisors at the earliest opportunity that they will be off work because of illness.
- OP30-16** An employee requesting accrued sick leave benefits may be required to submit a Medical Verification to the Employee Relations office. Until such statement is filed, the absence(s) will be considered as lost time, and the employee's pay will be reduced accordingly. The University may require the employee to be examined by a physician of our choice. (See also OP29-6 and Appendix "A").

Medical Verification

- OP30-17** When the University requests medical verification, such medical verification must be secured from the attending physician and must include the following information:
- Diagnosis
 - Prognosis
 - Treatment plan
 - Why the illness/injury is debilitating
 - The anticipated duration of the debilitating illness/injury

- OP30-18** Whenever an employee is eligible for benefits under the short-term or long-term disability program, the provisions of that program supersede this sick leave program. Refer to Appendix "C" for benefit. Additional details are available on the Benefits and Wellness website: https://www.cmich.edu/fas/hr/HRBenefitsandWellness/Pages/Health_Benefit_Plans.aspx

Records and Reports

- OP30-19** The University shall maintain a sick leave record on all employees. The record shall be credited with accrued sick leave time based on hours in an active pay status basis and debited periodically as sick leave benefits are used. All absences from work other than approved sick leave, vacation or other approved absences with pay will be without pay, and proper deductions will be made from the employee's paycheck, except as otherwise provided in this article.

SERIOUS AND CATASTROPHIC LEAVE

FOR THE POLICY/GUIDELINES SEE

https://www.cmich.edu/office_president/general_counsel/Documents/p04001.pdf

- OP31-1** All Office Professionals are eligible upon hire and are strongly encouraged to sign up for STD (short term disability) insurance.
- OP31-2** An Office Professional employee under consideration for serious and catastrophic leave must exhaust all available sick leave and/or vacation time.

- OP31-3** Two times each year, the University will allow other employees to donate vacation hours to the Serious and Catastrophic Leave balance account. Any donated time would be on an hour for hour basis and not dollar for dollar basis.
- OP31-4** Once the employee under consideration for assistance reaches eligibility for Long-Term Disability, the employee is not eligible for serious and catastrophic leave.
- OP31-5** A committee consisting of three representatives from the Bargaining Unit, one representative each from Employee Relations and Payroll shall establish eligibility guidelines.
- OP31-6** Requests for use of the fund shall be considered by the committee with input from the requesting employee's supervisor.

MEDICAL CONDITION FOLLOWING LEAVE

- OP32-1** An employee returning from a medical leave of absence of any kind may be required by Human Resource/Staff to furnish a health care provider's opinion as to the employee's ability to carry on duties in a normal fashion. If the employee's condition would interfere with the performance of the employee's duties or might result in injury while working or might result in aggravating the condition, the University may refuse re-employment or may place reasonable conditions on re-employment.

The University may require employees returning from a medical leave to see a health care provider designated by the University.

MEDICAL DISPUTE

- OP33-1** In the event of a dispute involving any employee's physical disability to perform the employee's assigned work, and the employee is not satisfied with the determination of the designated health care provider of the University with respect to the Employee's ability to perform the employee's work, he/she may submit a report from a health care provider of his/her own choosing and his/her own expense. If the dispute still exists, at the request of the employee, the designated health care provider of the University and the employee's health care provider shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding upon the parties. The expenses of the third-party health care provider shall be shared equally by the University and the employee.

FAMILY ILLNESS FUND

Amount of Family Illness Fund

- OP34-1** For the term of this Agreement, the University will provide sufficient additional funding, not to exceed \$7,500 per year, to increase the Fund balance to \$7,500 as of July 1st 2019, 2020, and 2021.
- OP34-2** The sum of money set aside shall be held by the University and used to pay the salary for employees entitled to utilize the fund for family illness. When the fund is exhausted, there may be no further utilization of the fund for family illness.
- OP34-3** The Union committee shall receive from Payroll a written quarterly report summarizing usage and funds remaining.

SHIFT HOURS

- OP35-1** 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. Any 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 on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift. Part time employees who normally work between 8:00 a.m. and 5:00 p.m. will be considered working first shift.

SHIFT DIFFERENTIAL

OP36-1 Employees who are regularly scheduled to work on the second or third shifts shall receive, in addition to their regular pay, twenty-five (25) cents per hour and thirty-five (35) cents per hour, respectively, additional compensation. Half-time (1/2) employees whose regular scheduled work hours fall on other than the first shift will be eligible for the appropriate shift differential. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift. Employees who work an approved flextime schedule will not become eligible for shift differential as a result of the flextime hours they are working.

REST PERIODS

OP37-1 Employees shall normally be entitled to a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. If the employee feels their supervisor has been arbitrary or capricious in denying the employee the opportunity to take a rest period, the employee may file a grievance on the question. 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 at work or early departure, nor may it be regarded as accumulative if not taken. Employees shall not be entitled to additional compensation for rest periods missed or not taken.

OVERTIME

OP38-1 Time and one-half the regular straight time rate will be paid for all hours paid in excess of forty (40) hours in an employee's work week provided, however, that with the approval of the employee and the employee's supervisor, equivalent time off may be granted (also computed at time and one-half) in accordance with the University's Overtime/Compensatory Time Guidelines. (Additional details see: https://www.cmich.edu/office_president/general_counsel/Documents/p04011.pdf).

FOR REFERENCE ONLY: The application of Overtime/Compensatory time guidelines shall be in accordance with the University's overtime/compensatory time guidelines. This policy can be found on the worldwide web at:

https://www.cmich.edu/office_president/general_counsel/Documents/p04011.pdf

OP38-2 For the purpose of computing overtime pay, the employee's straight-time rate (excluding premium pay for higher classification work and overtime) will include shift differential whenever applicable.

OP38-3 The allowance of overtime or premium pay (other than shift differential or for higher classification work) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating pyramiding of overtime or premium payments.

OP38-4 Where an appropriate Supervisor has approved flexible work schedules for office professional employees the provision relating to overtime will not apply if qualifications under those provisions are solely a result of the flexible work schedule requested by the employee.

HIGHER CLASSIFICATION WORK

Within Bargaining Unit

OP39-1 If an employee at the direction of their supervisor temporarily works in a higher classification within the bargaining unit for at least forty hours in a week by performing the work of another employee, the employee shall be paid one of the following two premium rates:

- (a) If the work is of a classification one grade higher than the employee's current grade a minimum of six percent (6%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed.
- (b) If the work is of a classification more than one grade higher than the employee's current grade, a minimum of ten percent (10%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed.

Outside Bargaining Unit

- OP39-2** A. In the absence of regular supervisory staff, the University may temporarily assign an employee as a leader to direct other employees in the performance of their duties. When such assignments are made, the University shall designate the duties to be performed by the temporary leader.
- B. From time to time the University may determine a need to temporarily assign a bargaining unit member to assume non-supervisory duties and responsibilities in a position outside the bargaining unit.
- OP39-3** A leader shall not assume the responsibility for: hiring, discharging or disciplining other employees.
- OP39-4** A. Bargaining unit members assigned to perform work outside the bargaining unit as described in OP39-2(A) shall be paid ten percent (10%) more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least forty hours per week.
- B. Bargaining unit members assigned to perform work outside the bargaining unit as described in OP39-2(B) shall be paid ten percent (10%) more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least forty hours per week.
- OP39-5** Additional compensation beyond beyond the limits shown in OP39-4(A) or (B) may be paid for such assignments at the department's request and on approval of the Employment Services Office.
- OP39-6** With respect to the application of articles OP39-1 and OP 39-2(A) and (B), the "40 hour per week" provision shall apply to part time staff on a pro rata basis.

CALL-IN PAY

- OP40-1** 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 granted at least two (2) hours pay at the rate of time and one-half.
- OP40-2** Supervisors will refrain from calling employees at home except in emergency situations.

LEGAL HOLIDAYS

- OP41-1** Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- OP41-2** Each employee not on leave of absence or layoff who is not 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 work day immediately preceding and the employee's scheduled work day immediately succeeding the holiday involved.
- OP41-3** An employee who is scheduled to work on any holiday and accepts but does not work said day or is not excused from work shall receive no pay for such holiday.
- OP41-4** Whenever one (1) 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

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as a holiday by the University, the employee will receive an additional day, the time to be arranged with his supervisor. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

- OP41-5** If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of projected terminal leave. The University will not deprive any employee of holiday pay due to any shut down or temporary layoffs immediately preceding or following the Christmas holiday.
- OP41-6** An employee normally working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis shall be entitled to holiday benefits prorated on the basis of the proportion of the position to regular full-time employment.
- OP41-7** Employees required to work on one or more of these legal holidays will be paid at two (2) times their straight time rate for that day, and will also be paid for an additional day at their straight time rate in lieu of the holiday.

ADDITIONAL HOLIDAYS

- OP42-1** All regular bargaining unit employees will receive the working day after Thanksgiving Day as an additional holiday. In addition, most employees will not work during the period commencing December 25 of each year through January 1 of the following year. Effective with the 2006 year-end holiday period, one extra day will be added to this additional holiday period. This day will generally be December 24 or such other day as the University may designate in future years. 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 to the extent that such payment is not provided for in the "Legal Holidays" provision of this Agreement. Bargaining unit employees who are, because of the nature of their work, required to work what would be an additional holiday under this paragraph will be paid the employee's regular straight-time rate for the day and will receive an additional day off during the University fiscal year to be arranged with the employee's supervisor.

VACATIONS

- OP43-1** Employees in the bargaining unit will accumulate vacation with pay based on an employee's seniority as follows:

1-2 Years	3-6 Years	7-10 Years	11 or more Years
12 days	15 days	18 days	20 days

- OP43-2** Twelve (12) days per year, for the first two (2) years of employment.
- OP43-3** Fifteen (15) days per year, from the beginning of the third year through the sixth year.
- OP43-4** Eighteen (18) days per year, from the beginning of the seventh year through the tenth year.
- OP43-5** Twenty (20) days per year, beginning with the eleventh year.
- OP43-6** An employee may be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service with the University but shall not be entitled to payoff of unused vacation upon voluntarily or involuntarily termination prior to completing twelve (12) months of continuous service with the University. An employee who is terminated after completing twelve (12) months of continuous service with the University shall be entitled to all vacation time accumulated to the date of termination up to a maximum of one-hundred sixty (160) hours. An employee who resigns after completing twelve (12) months of continuous service with the University shall be entitled to all vacation time accumulated to date of termination up to a

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maximum of one-hundred sixty (160) hours, if the employee provides fourteen (14) days written notice. The last day worked is the termination date. Vacation cannot be used to extend the date of termination.

- OP43-7** An employee may take earned vacation in a minimum of four (4) hour increments unless on approved flextime, at any time in the course of the year as long as it conforms with requirements of the individual department in which the employee works. The maximum hours of vacation accrual will be established at three hundred (300) hours. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage.
- OP43-8** The University expects the employee and the employee's supervisor to schedule the use of earned vacation. Every effort will be made to accommodate an employee's request to utilize earned vacation. It is the responsibility of the employee and the employee's supervisor to schedule vacation far enough in advance so that vacation time will not be lost.
- OP43-9** If a holiday falls within an employee's vacation, the day will be counted as a holiday and the employee will not be charged for use of vacation on that day.
- OP43-10** Employees normally working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to vacation benefits prorated on the basis of the proportion of the position to regular full-time employment.

RETIREMENT

- OP44-1** Office Professional-UAW employees hired prior to 01/01/96 are required to participate in the Michigan Public School Employees Retirement System (MPSERS).
- OP44-2** Office Professional-UAW employees hired on or after 01/01/96 will participate in the 403(b) Basic Retirement Program (403(b) Basic) as described below except if they were in MPSERS prior to 1/1/96 at one of the following institutions: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, or Western Michigan University.

Type of Plan 403(b) Non-contributory

Eligibility Full and part-time (Fifty percent [50%] or more FTE) regular and provisional employees.

Vesting Immediate upon date of hire.

University Contribution the University contribution is 10.0% of employee's base hourly rate excluding special pays (retirement incentives, excellence awards, retirement service awards, payback, leave payoff at retirement/termination, supplemental pay, special assignment pay) to begin immediately upon the date of hire.

Vendor TIAA-CREF

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

Health Insurance Office Professional-UAW employees who are considered CMU retirees and who retire 7/1/2011 or after and Office Professional-UAW employees who are new hires as of 7/1/2009 or after will not have access to continue health insurance under the CMU Retiree Health Policy.

- OP44-3** A bargaining unit member will be eligible for CMU Retiree status if she/he has been employed for twenty-five (25) years and any age at Central Michigan University, or a minimum of ten (10)

years and the attainment of at least age fifty-five (10), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

The University reserves the right to amend or modify these criteria at any time, and such decision shall not be subject to grievance.

FLEXIBLE BENEFITS PROGRAM

- OP45-1** All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program, or under another plan providing comparable benefits if mutually agreed to between the University and the Union's representatives.
- OP45-2** In CMU Choices, each employee will have the opportunity upon hire to select from the current options. An annual open enrollment period will be held to afford employees the opportunity to change their selections. Employees may make changes during the year if they have a benefits status change (e.g., birth, death, marriage, adoption, etc.). These status 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.
- OP45-3** Employees are eligible for medical/prescription drug, dental, flexible spending account, health savings account, life insurance/accidental death & dismemberment, long-term disability, short-term disability and dependent life insurance/accidental death & dismemberment immediately on date of hire. All benefits terminate on the last day of employment
- OP45-4** Employees will not be allowed to carry duplicate health coverage (medical/prescription drug, dental and vision) for themselves, their spouse or their dependents through the University.
- OP45-5** An employee whose spouse is also employed by the University will not be permitted to combine their respective University contribution for the purchase of higher cost benefits.
- OP45-6** If the employee's spouse does not work at the University and the spouse's employer offers medical/prescription drug and dental insurance coverage, the spouse must sign up for insurance coverage (at least single subscriber) with their employer before they can be covered on University policies.
- OP45-7** Employees whose regular appointment is for less than twelve (12) months will be considered part-time employees, even if they work forty (40) hours per week. As part-time employees, they will be eligible for a reduced contribution for health insurance and will not receive any University contribution for dental insurance. They will receive the University contribution for all twelve (12) months as long as they remain employed by the University.
- OP45-8** For additional information on CMU Choices and the rules governing the program, please refer to the University's website at: www.cmich.edu/benefits
- OP45-9** Refer to Appendix "C" for examples of benefits available under the current CMU Choices program. Additional details are available on the University's Benefits and Wellness web site: www.cmich.edu/benefits
- OP45-10** Two Office Professionals (including one member of the bargaining team) shall serve on the health care committee as long as it exists.

TAX DEFERRED INVESTMENT OPPORTUNITIES

- OP46-1** Employees are eligible to participate in a variety of tax deferred investment 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.

TUITION BENEFIT PLAN

Purpose

OP47-1 This tuition benefit plan is intended to provide employees in the bargaining unit with the opportunity of furthering their career development as well as pursuing their vocational interests, and to enrich the retirement experience for retirees by making University courses available to them at reduced cost.

Provisions of Plan for Active Employees

OP47-2 A. All full- and part-time regular and provisional employees in an active pay status on the first official 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 the University. Tuition Benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate. Full time employees are eligible for a maximum of twenty-four (24) credit hours in any fiscal year. Part time employees with appointments of 50% or greater are eligible for a prorated portion of the twenty-four (24) credit hour fiscal year maximum based on the ratio of their official FTE percent as compared to 100%. The specific terms of the tuition Benefit Plan govern participation and eligibility.

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

B. The plan applies to all courses regardless of when offered provided that:

- The immediate supervisor agrees to allow the employee to attend the class, if during working hours, and
- All working time lost in attending classes is made up.
- An employee may take any class the employee may be eligible to take according to University academic standards.

C. Tuition benefit not utilized by the employee is available to spouse/dependents (or Other Eligible Individual as defined by the University's benefit eligibility criteria) 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 a dependent of the employee.

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.

D. Enrollment procedures should follow the University's established procedures. Employees should contact the Benefits and Wellness Office for provisions of plan for retired employees.

E. Details are available in the Benefits and Wellness Office.

PARKING REGULATIONS

OP48-1 Employees (after registering their motor vehicle 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 car must register each car. Employees agree to abide by the University parking and traffic ordinances. For further information, see the "Parking and Traffic Regulations" obtainable in the CMU Police Department.

OP48-2 Effective July 1, 2001, the University will no longer furnish parking registration subsidies, and two cents (\$.02) will be added to the base wages of each employee up to the maximum of the range. This is a one-time only base roll-in.

SEXUAL HARASSMENT

OP49-1 Central Michigan University is committed to maintaining an education and employment environment free of sexual harassment. To that end, the University will adhere to the sexual harassment policy administered by the University's Office of Civil Rights and Institutional Equity.

NEW MATTERS

OP50-1 The University and the Union acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure." Each party is required, in special conference, only to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University or the Union, to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement and on any change to the provisions in this Agreement.

OP50-2 The University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

BARGAINING TEAM

OP51-1 The size of the Union Bargaining Team for contract negotiations shall not exceed a total of six (6) individuals, five (5) regular bargaining team members plus a note taker, excluding the Union International Representative(s).

OP51-2 The University shall provide unpaid release time for the Union Collective Bargaining Team for contract negotiation sessions. Members of the Union Bargaining Team shall use paid absence for bargaining sessions. The Union shall reimburse the University the equivalent dollar amount of the bargaining team members paid absence every two (2) weeks during bargaining.

RELEASE TIME FOR UNION PRESIDENT, VICE PRESIDENT and/or FINANCIAL SECRETARY

OP52-1 It is agreed between the Union and the University that the President, First Vice President and/or Financial Secretary of the Union will share two (2) hours of unpaid release time per day, Monday through Friday of each work week. These release hours will be paid by the Local Union's treasury. It is understood and agreed by the Union that an attempt will be made to perform all Union related work during those designated hours. If it is necessary to request an exception to that policy, the Union President, First Vice President and/or Financial Secretary must have prior approval of his/her supervisor or designee and the Director of Employee Relations. Negotiation sessions are exempt from this policy.

OP52-2 At the point either the Union or the University feel that this arrangement is not working, a special conference will be called.

STRIKES

OP53-1 The Union, 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, slowdowns, stoppages of work, boycott or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or

suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

RULES AND REGULATIONS

OP54-1 While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this Agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner. In addition, the arbitrary or capricious administration of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

VALIDITY

OP55-1 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.

SUPPLEMENTAL AGREEMENTS

OP56-1 The University and the Union 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 Union. 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 University and the Union.

Pages 1 through 30 inclusive of this Agreement, and Appendices A through G (*NOT LABELED "FOR REFERENCE ONLY"), as well as letters of agreement and such other agreements reached by the parties pursuant to Article 56-1 shall constitute the entire Agreement between the parties.

RATIFICATION

OP57-1 The bargaining team of the Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification, and the local Union will recommend to the employees that it be ratified.

TERMINATION AND MODIFICATION

OP58-1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2022.

OP58-2 If either party desires to reopen negotiations on economic matters (defined below) during the term of this Agreement, it shall give written notice of this intent to the other party not sooner than the ninetieth (90th) calendar day nor later than the sixtieth (60th) calendar day prior to the termination date. If such notice is given, the other party shall enter into negotiations on the economic matters. If neither party shall give notice, or if any party giving notice withdraws the same, the Agreement shall continue in effect, as written, to its date of termination. Economic matters are Leaves, Shift Differential, Rest Periods, Overtime, Holidays, Additional Holidays, Vacations, Retirement, Flexible Benefits Program, Fee Refunds, Wage Rate and matters not included in the Agreement, which are considered of an economic nature in the labor field.

OP58-3 If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

OP58-4 If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment; in which event, the notice of amendment shall set forth the nature of the amendment or the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination but not before the effective date of this

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

Notice of Termination Modification

OP58-5 Notice shall be in writing and shall be sufficient if sent by certified mail addressed (if to the Union) to the President of the Union; and (if to the University) addressed to the Employee Relations Director, or to any such address as the Union or the University may make available to each other.

WAGE/RANGE ADJUSTMENTS

OP59-1

2019-20: \$500 non-base lump sum payment effective as of the first full pay period that includes July 1, 2019 for all members of the bargaining unit on the active payroll as of June 30, 2019.

2020-21: Effective as of the first full pay period that includes July 1, 2020, for each member of the bargaining unit on the active payroll as of June 30, 2020, wage rates will be increased to match the increase* provided for P&A staff for 2020-21.

2021-22: Effective as of the first full pay period that includes July 1, 2021, for each member of the bargaining unit on the active payroll as of June 30, 2021, wage rates will be increased to match the increase* provided for P&A staff for 2021-22.

*For purposes of this provision, "increase" is defined as: a base wage increase; a non-base lump sum payment expressed as a percentage of the underlying base rate; or a fixed dollar lump-sum non-base payment.

OP59-2 Employees eligible to receive base or non-base wage adjustments must be actually working or on an approved paid leave of absence and their adjustments will not exceed the individual employee's maximum wage level for their pay grade.

OP59-3 Wage ranges shown below are effective as of 07/01/19. For the term of this Agreement, Range Minimums will be adjusted by the same percentage as any base wage increase resulting from application of the "Same as P&A" provisions in OP59-1 for those respective periods.

WAGE RANGES Effective: 07/01/19		
Grade	Minimum	Maximum
OP-4	\$11.34	\$18.64
OP-5	\$12.87	\$21.33
OP-6	\$14.36	\$23.87

For the term of this Agreement, any bargaining unit member whose base wage rate, after application of any wage increases, would exceed the range maximum will receive the amount above the range maximum as a non-base lump sum payment, such lump sum to be prorated and paid over each pay period in that contract year.

OP59-4 An employee who is promoted or demoted within the office professional bargaining unit will receive a wage adjustment as determined by Human Resources in conjunction with the supervisor.

OP59-5 An employee who is being considered for an in-grade adjustment or lump sum within the Office Professional bargaining unit will receive a wage adjustment as determined by Human Resources in conjunction with the supervisor and/or senior management. The supervisor and affected employee will be notified of any approved wage adjustment with a copy to the UAW president.

In-grade Adjustments

An employee may receive an in-grade salary adjustment to address market, to recognize a permanent increase in responsibility, or based on other legitimate business reasons with Senior Manager and Human Resources (HR) approval, since HR has the responsibility of assuring that the University adheres to equitable pay practices. In-grade adjustments in excess of eight percent (8%) that are supported by HR must also be approved by the appropriate Vice President. These adjustments cannot result in a base salary over the maximum of the range.

Lump Sum Payments

Lump sum payments may be given to recognize an individual for temporary additional assignments, workload, special projects, or other legitimate business reasons with Senior Manager and Human Resources (HR) approval, since HR has the responsibility of assuring that the University adheres to equitable pay practices. Lump sum adjustments in excess of eight percent (8%) of the base salary that are supported by HR must also be approved by the appropriate Vice President.

OP59-6 Employees will not receive wages greater than the maximum wage of the pay level of the position they hold.

OP59-7 It is understood that Human Resources has the responsibility of assuring that the University adheres to equitable pay practices and further has the authority to deny requests that create pay inequities.

OFFICE PROFESSIONAL CLASSIFICATION PROCESS

Requesting a Study

OP60-1 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:
 - Initiated by supervisor
 - Initiated by position incumbent

After a position incumbent sends the supervisor a completed reclassification request via the personnel transaction system ("the system"), the supervisor must:

1. Submit the request via the system to Human Resources and indicate whether the request is supported, not supported or is submitted without recommendation; and
2. By email, notify the position incumbent of the date on which the request was submitted in the system to Human Resources.

Human Resources 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.

Human Resources will provide the reviewing authority a written classification recommendation of the position via the system. The senior manager must approve or disapprove the recommendation. Once finalized, Human Resources will send a copy to the Union.

The effective date for any classification or salary change is the date the reclassification request is received in the system by the supervisor.

Downgrades

OP60-2 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.

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In witness whereof the parties have set their hands this 28th day of June, 2019:

CENTRAL MICHIGAN UNIVERSITY

UAW LOCAL 6888

Robert O. Davies, Ph. D.
President

Nicole Morrison
President

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

Michelle Kalisek
1st Vice President

Joe Garrison
Executive Director/Financial Planning and
Budgets

Brian Bosak
International Representative, UAW Region 1-D

Rebecca L. Schaefer
Assistant Director/Staff Resources – Global
Campus

Gerald Kariem
Director, UAW Region 1-D

Erin Christian
Assistant Director/Employment Services

Sarah Avery, Bargaining Committee
Executive Secretary/Museum Studies

Cheryl Bradley, Bargaining Committee
Executive Secretary/Engineering & Technology

Lorie Fox, Bargaining Committee
Administrative Secretary/Communication
Sciences & Disorders

Michelle Streng, Bargaining Committee
Senior Office Specialist/Facilities Management

Appendix “A” – FAMILY MEDICAL LEAVE ACT “FOR REFERENCE ONLY”

Policy Statement

The University will provide eligible employees job-protected leave of up to twelve (12) workweeks 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) workweeks 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.

Source: Manual of University Policies, Procedures and Guidelines, Number 4-3, *Family and Medical Leave*, revised January 1, 2010.

For more information, please see the complete policy statement online at:https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf

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Appendix "B" – INSURANCE RATES AND CONTRIBUTIONS

BENEFITS COST-SHARING MODEL, Full Time

		2019-20		2020-21		2021-22	
		University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**
Medical & Prescription Drug	1P	82.6%	17.4%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's
	2P	82.6%	17.4%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's
	FM	82.6%	17.4%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's
Dental	1P	85%	15%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's
	2P	85%	15%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's
	FM	85%	15%	Same as P&A's	Same as P&A's	Same as P&A's	Same as P&A's

**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, D 100/50/50] 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 than the "core plans." Should the University elect to change the basis on which "core plans" are defined, or to establish another basis for determining contribution allocations, 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 premium costs for the "core plan").

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.

Monthly University Contribution Rates for 2019-20 are shown below

	MEDICAL & PRESCRIPTION DRUG	DENTAL
FT - Single	\$546.41	\$27.69
FT - 2 Person	\$1,131.06	\$57.04
FT - Family	\$1,382.41	\$71.17
PT - Single	\$546.41	NA
PT - 2 Person	\$546.41	NA
PT - Family	\$546.41	NA

The University will cover the premium cost for basic Life Insurance (1X Annual Salary) and LTD (67% level).

Appendix “C” – AVAILABLE OPTIONS UNDER CMU CHOICES

FOR REFERENCE ONLY

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
Medical and Prescription Drug	3 Plans	Single Two Person Family No Coverage*	University Contributes toward cost, see Appendix B	Employee may contribute toward cost with pre-tax dollars
Dental	2 Plans	Single Two Person Family No Coverage*	University Contributes toward cost for full-time employees, see Appendix B	Employee may contribute toward cost with pre-tax dollars
Vision	1 Plan	Single Two Person Family No Coverage	University Does not Contribute	Employee may purchase with pre-tax dollars
Life Insurance and AD&D	1 Plan	Employee Only - 5 Levels	University Contributes toward cost, see Appendix B	Employee may contribute toward cost with pre-tax dollars
Dependent Life Insurance	7 Plans	Eligible Dependents	University Does not Contribute	Employee may purchase with post-tax dollars
Long Term Disability	1 Plan	Employee Only	University Contributes toward cost, see Appendix B	Employee does not contribute
Short Term Disability	1 Plan	Employee Only - 2 Levels - No Coverage	University Does not Contribute	Employee may purchase with pre-tax dollars
Flex Spending Accounts	3 Plans		University Does not Contribute	Employee funds with pre-tax dollars
Health Savings Account	1 Plan	Employee Only	University may contribute funds	Employee funds with pre-tax dollars

* “No Coverage” option available only if covered elsewhere

Appendix “D” – WELLNESS AND SAFETY PROGRAM

**FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY.
THESE PROGRAMS CAN BE CHANGED BY THE UNIVERSITY WITHOUT NOTICE.**

Wellness and Safety Program

Fitness Facilities

To promote a healthy workplace, CMU has several facilities and programs available to staff. The Central Health Improvement Program (CHIP) was established to help control escalating workers' compensation costs.

Staff may also purchase memberships at reduced rates to use the Student Activity Center (SAC). For information on the SAC facility, services and membership, refer to:
<https://www.cmich.edu/fas/ras/urec/Memberships/Pages/default.aspx>

Your Health It's Central

CMU offers a comprehensive wellness program to encourage employees to improve or maintain their health and foster a high quality of life. In addition, the program is intended to help control health care costs and increase productivity. A variety of programs and incentives are available. For complete details, see:
<https://www.cmich.edu/fas/hr/HRCentralHealthImprovement/Pages/Wellness.aspx>

Employee Assistance Program (EAP)

The CMU Employee Assistance Program (EAP) has been implemented for all CMU employees and all immediate members of their household. The EAP provides confidential assistance for a wide scope of personal issues/problems (e.g., psychological, marital, family, stress, financial, substance abuse, etc.) at no charge. For more information or to access services, contact the EAP provider at **(800) 788-8630** or refer to:
https://www.cmich.edu/fas/hr/HRCentralHealthImprovement/Pages/Employee_Assistance_Program.aspx

Appendix “E” – RIGHT TO WORK

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, by amendment of the Michigan constitution or by action of a court of competent jurisdiction following exhaustion of all legal appeals processes, the parties agree to reinstate the agency shop language in Article OP7 and OP8 as it existed in the Agreement as of June 30, 2013, provided that such reinstatement is allowed under the law.

Appendix "F" – CLINICAL PRACTICE EMPLOYEES

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND UAW LOCAL 6888**

Central Michigan University ("University") and UAW Local 6888 ("Union") are parties to a collective bargaining agreement ("Agreement") expiring June 30, 2013.

During the course of negotiations for a new collective bargaining agreement to succeed the current Agreement, the parties agreed that employees in any clinical practices acquired by the CMU College of Medicine on or after this date shall not be subject to the bumping procedure described in Article OP 23.

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 27th DAY OF JUNE, 2013:

FOR THE UNIVERSITY:

FOR THE UNION:

Kevin J. Smart, SPHR
Director/Employee Relations

Karen Bellingar
President/UAW Local 6888

Appendix “G” – PROFESSIONAL DEVELOPMENT OPPORTUNITIES

During the 2016 negotiations for a new collective bargaining agreement, the Union and the University discussed the impact of technological changes in the world of the Office Professional. In addition, the parties discussed the many professional development opportunities that are offered on campus to CMU staff.

Employees are always encouraged to attend these professional development programs. However, at times, there may be scheduling challenges that impact an employee’s ability to attend such programs. In those instances, Human Resources will make every effort to address those challenges and help ensure that employees are provided every reasonable opportunity to participate in professional development programs offered by CMU.

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"CMU, an AA/EO institution, strongly and actively strives to increase diversity and provide equal opportunity within its community. CMU does not discriminate against persons based on age, color, disability, ethnicity, familial status, gender, gender expression, gender identity, genetic information, height, marital status, national origin, political persuasion, pregnancy, childbirth or related medical conditions, race, religion, sex, sex-based stereotypes, sexual orientation, transgender status, veteran status, or weight (see <http://www.cmich.edu/ocrie>)."