

6/30/91

1988 - 1991

AGREEMENT

BETWEEN

CENTRAL MICHIGAN
UNIVERSITY

AND

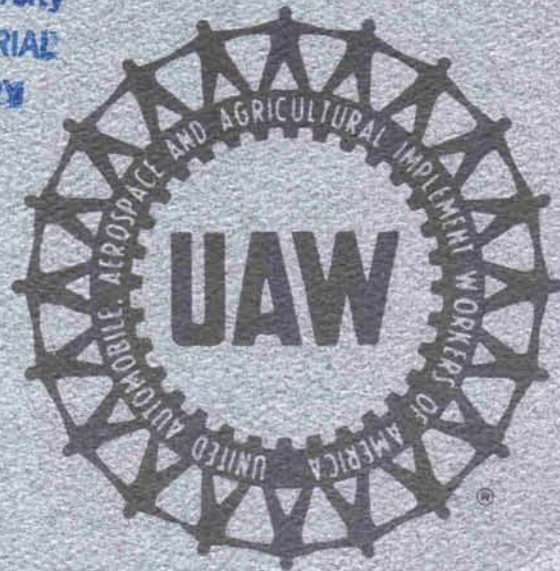
UAW LOCAL #6888

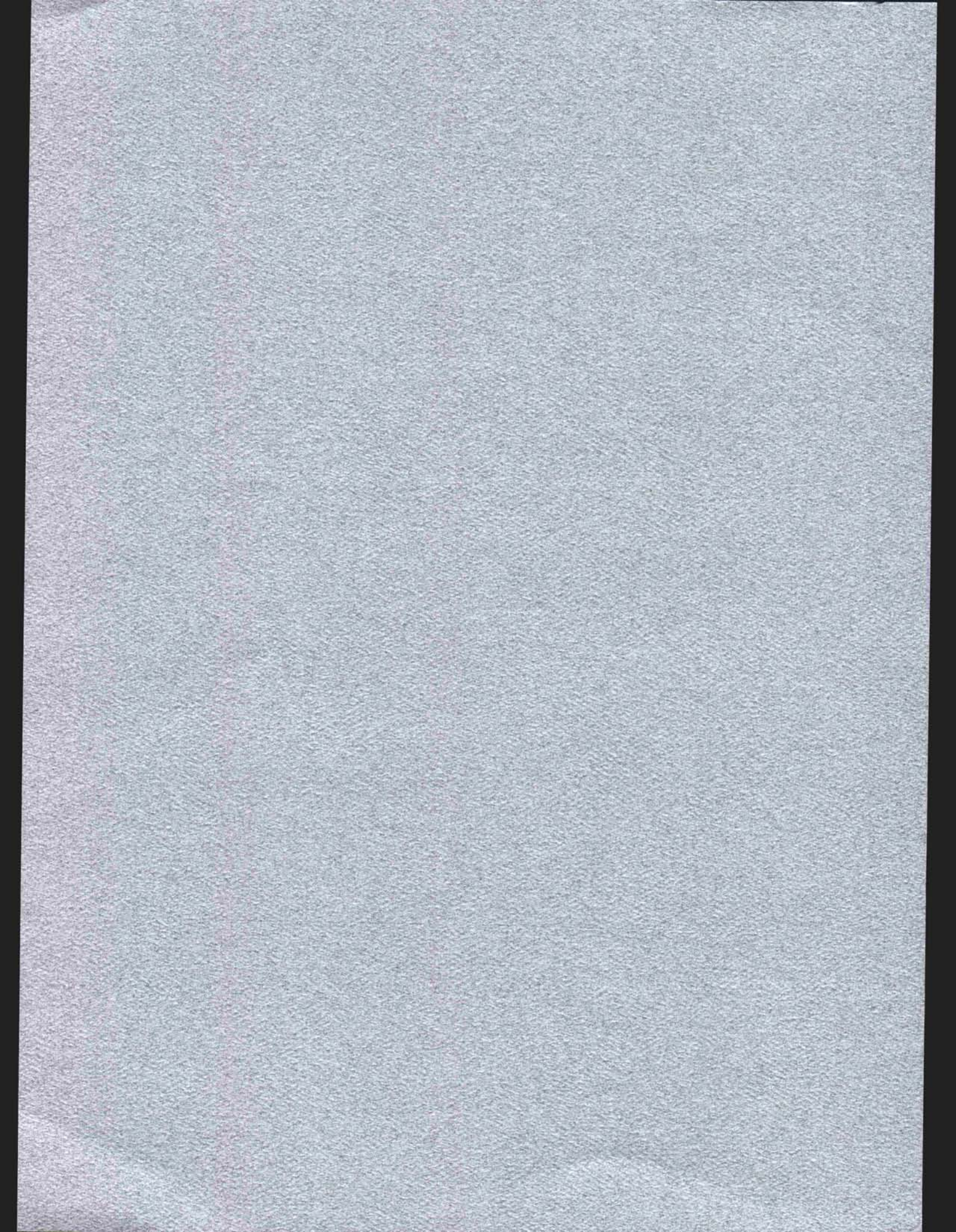
AFL - CIO

CMU STAFF ASSOCIATION

Central Michigan University

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY





SUPPLEMENTAL AGREEMENT

1989-90

It is agreed between Central Michigan University and the CMU Staff Association/UAW that the following amendments will be made to the 1988-1991 collective bargaining agreement:

C29-5 Union Leave

Leaves of absence (with 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. Thirty-five (35) working days per year shall be allocated to the bargaining unit for union leave purposes. Any one employee in the bargaining unit shall not take more than five (5) working days of leave per year. No more than five (5) employees can be gone on leave at the same time. At any one time, no more than one (1) employee can be gone from any one (1) office where less than ten (10) clericals 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 Employee Relations for the purpose of taking this leave in addition to selection by the Union Executive Committee. The University will grant additional release time of ten (10) days without pay providing the release time does not create operational difficulties. It is understood that the provisions of this article do not apply to the release time in grievance procedures.

C44-1 Health Insurance

The University agrees to pay up to the following sums per month depending upon the coverage selected:

One Person	\$96.15
Two Person	\$217.85
Family	\$237.44

while a bargaining unit member is employed at the University toward the cost of Michigan Education Special Services Association (MESSA), Blue Cross-Blue Shield, CMU Plan I, H.M.O., or similiar insurance approved by the Union Executive Committee, available at the University. The University will allow bargaining unit members a choice among plans. MESSA Supercare II

SUPPLEMENTAL AGREEMENT 1989-90 CONTINUED

C44-1 Health Insurance (continued)

will be eliminated as an optional plan effective October 1, 1990. Only those employees who do not elect to enroll for health insurance and who can show they have other health care coverage will receive a payback, which will be \$27.90 per month.

A pool of money (\$125,000) will be set aside to fund vision, dental, and health insurance increases in 1990-91. Representatives of the Union and the University agree to meet and determine how the money will be allocated, with the understanding that the dental and vision increases will be funded first.

C59 Termination and Modification

The Union and the University agreed to settle the terms and conditions of the 1990-91 year as noted in this agreement. The full contract will now remain in full force and effect until 11:59 p.m., June 30, 1990.

1991

APPENDIX K Deduction of Union Dues

Effective with the first pay of August, 1989, through the remainder of the fiscal year, the University will deduct .0094 of total biweekly gross from each clerical bargaining unit member for Union dues. This will be done twice a month, except for the month of July 1989.

Effective with the first pay in July 1990, the University will deduct the equivalent of two (2) hours of pay per month from each clerical bargaining unit member for Union dues.

APPENDIX R Clerical Wage Rate Structure 1989-90

The step system has been eliminated and replaced with a range system. The ranges which become effective June 25, 1989.

Pay Level	Minimum	Maximum
C2	\$5.26	\$6.85
C3	\$5.94	\$7.74
C4	\$6.71	\$8.74
C5	\$7.58	\$9.87
C6	\$8.56	\$11.16

SUPPLEMENTAL AGREEMENT 1989-90 CONTINUED

APPENDIX R Clerical Wage Rate Structure 1990-91

The ranges which become effective with the beginning of the 1990-91 fiscal year are:

Pay Level	Minimum	Maximum
C2	\$5.26	\$7.13
C3	\$5.94	\$8.06
C4	\$6.71	\$9.10
C5	\$7.58	\$10.27
C6	\$8.56	\$11.62

Probationary employees will receive 3% below the regular rate established for that employee.

Hiring in formula will not allow new hires to exceed 8% over the minimum rate of the range. The same education/experience factoring will be done on all new hires. The placement will be as follows:

	Minimum	4% Above	8% Above
C-2	1,2,3	4,5	6+
C-3	2,3,4	5,6	7+
C-4	3,4,5	6,7	8+
C-5	4,5,6	7,8	9+
C-6	5,6,7	8,9	10+

An employee who is promoted one pay level within the clerical bargaining unit, will receive an eight percent (8%) wage increase.

WAGE ADJUSTMENTS:

A base wage adjustment of 4.55% will be applied to the base hourly rate of all clerical bargaining unit employees effective June 25, 1989, except as noted below.

A base wage adjustment of 4.1% will be applied to the base hourly rate of all clerical bargaining unit employees effective with the beginning of the 1990-91 fiscal year, except as noted below.

SUPPLEMENTAL AGREEMENT 1989-90 CONTINUED

WAGE ADJUSTMENTS: (Continued)

Bargaining unit members who were hired after April 1 of the respective fiscal year will receive a 2% base wage increase in 1989-90 and 2% in 1990-91.

Red-circled employees are not eligible for wage or range adjustments.

APPENDIX U LETTER OF AGREEMENT Bargaining Team

The Union and the University agree that the bargaining team shall consist of no more than five (5) CMU employees represented by UAW. All five (5) bargaining team members will be paid by CMU. Pay will be based on the employee's regular wage for hours spent in negotiations during which they would normally be working.

CMU will not pay additional release time for other negotiation preparation time. Release time without pay may be granted by the employee's supervisor and the Office of Employee Relations providing release time does not create operational difficulties. Such release time shall not be unreasonably denied.

For the 1989-90 economic reopener, the University agrees to pay seven (7) clerical employees their regular wage for hours spent in negotiations during which they normally would be working.

FOR THE UNION:

Cindy Ruckling
Barbara Thilade
Saul L. Ingates

FOR THE UNIVERSITY:

Mafine Tubbs
E.B. Jakubawhar 8/9/89
8-29-89

DATED:

CLERICAL
WAGE RATE SCHEDULE
1989-90

Pay Level		Minimum	8 Percent	Maximum
C-2	A	\$10,940.80	\$11,814.40	\$14,248.00
	H	\$5.26	\$5.68	\$6.85
C-3	A	\$12,355.20	\$13,353.60	\$16,099.20
	H	\$5.94	\$6.42	\$7.74
C-4	A	\$13,956.80	\$15,080.00	\$18,179.20
	H	\$6.71	\$7.25	\$8.74
C-5	A	\$15,766.40	\$17,035.20	\$20,529.60
	H	\$7.58	\$8.19	\$9.87
C-6	A	\$17,804.80	\$19,240.00	\$23,212.80
	H	\$8.56	\$9.25	\$11.16

(A) Annual

(H) Hourly

Probationary Employees: A probationary employee will receive 3% below the regular rate established for that employee.

*Hiring-in formula does not allow new hires to exceed 8% above minimum.

Effective: June 25, 1989

BENEFITS IN BRIEF-CENTRAL MICHIGAN UNIVERSITY
CLERICAL STAFF - REGULAR & PROVISIONAL EMPLOYEES
JULY 1989

BENEFIT	WHO PAYS	WHEN ELIGIBLE	WHAT YOU RECEIVE
HEALTH PLAN	OMU (& possibly You depending on plan elected)	Upon Employment	May choose from OMU Self-funded health Plan #1, two Blue Cross plans (High or Low Option), MESSA SC-1 or SC-2 or Blue Care Network a health maint. organization. (Formerly GHS - not recommended for employees not located within reach of a BCN facility.). The University contributes a max. of \$96.15/mo. for one person, \$217.85/mo. for two persons and \$237.44 full family. A payback of \$15/pay (less FICA) is available if no plan is needed.
DENTAL INSURANCE	OMU	Upon Employment	Plan covers 100% of diagnostic and preventive care (exams, cleaning, etc.) and 50% of restorative work (fillings, crowns, bridges, etc.) with a max. benefit of \$1000 per family member per year. Orthodontia covered at 50% with a lifetime max. of \$1000.
VISION CARE	OMU	Upon Employment	The plan pays 100% of reas. & cust. charges for exams, lenses & frames through participating doctors. Non-participating doctors fees may not be fully covered. Special rules apply to contact lenses. The plan provides the service once in a 12 mo. period for each eligible employee. Plan covers EMPLOYEES ONLY.
LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT	OMU	Upon Employment	Insurance in an amount equal to the employee's annual base sal. up to the next \$1000. Additional Accidental Death & Dismemberment benefits equal to the amount of life insurance.
SUPPLEMENTAL LIFE INSURANCE	YOU	Upon Employment (coverage in 2 mo.)	May purchase up to \$60,000 additional term life ins. over a period of time without evidence of insurability.
SHORT TERM DISABILITY INCOME INSURANCE	YOU	1st of Mo. Following Employment Date	May enroll for short term disability income ins. if enrolled in MESSA health ins. or MESSA term life ins. programs. Contact the Benefits Office for details.
LONG TERM DISABILITY PROG.	OMU	Upon Employment	After 90 calendar days of disability accumulated in any 12 consecutive months, or upon expiration of accumulated sick leave, if later, monthly payments of 60% of monthly earnings subject to a max. monthly benefit of \$1500. Payments continue for 2 yrs as long as unable to perform regular occupation, & continue to age 65 if unable to perform any occupation for which the employee is reasonably suited. Contact Benefits Office for details.
TRAVEL ACCIDENT INSURANCE	OMU	Upon Employment	Additional \$100,000 in benefits for total disability or death resulting from accidents which occur while traveling on University business.
RETIREMENT	OMU	Upon Employment	Employees are covered under Mich. Public School Employees Retirement System. Pension is based on a percentage of average salary multiplied by yrs. of service (fully vested after ten (10) yrs.).
TAX DEFERRED ANNUITIES 403(b)	YOU	Upon Employment or Anytime Thereafter	A portion of the employee's current salary may be deferred through the purchase of annuities.
PAID VACATION*	OMU	After 1 yr. of Employment (see clerical contract)	1st yr. & 2nd yr. - 15 days per fiscal yr. 3rd thru 15th yr. - 20 days per fiscal yr. Thereafter - 22 days per fiscal yr.

CLERICAL STAFF - Continued

BENEFITS	WHO PAYS	WHEN ELIGIBLE	WHAT YOU RECEIVE								
PAID SICK LEAVE*	CMU	Upon Employment	Time off with pay for personal incapacitating illness or injury granted to full-time bargaining unit members based on yrs. of service in the bargaining unit as follows: <table style="margin-left: 40px;"> <tr> <td>1 year = 13 days</td> <td>5 years = 65 days</td> </tr> <tr> <td>2 years = 26 days</td> <td>6 years = 78 days</td> </tr> <tr> <td>3 years = 39 days</td> <td>7 years = 91 days</td> </tr> <tr> <td>4 years = 52 days</td> <td>8 and up = 130 days</td> </tr> </table>	1 year = 13 days	5 years = 65 days	2 years = 26 days	6 years = 78 days	3 years = 39 days	7 years = 91 days	4 years = 52 days	8 and up = 130 days
1 year = 13 days	5 years = 65 days										
2 years = 26 days	6 years = 78 days										
3 years = 39 days	7 years = 91 days										
4 years = 52 days	8 and up = 130 days										
PAID HOLIDAYS*	CMU	Upon Employment	Six (6) National Holidays plus the day after Thanksgiving & the four days between Christmas and New Years.								
FAMILY ILLNESS FUND	YOU	Upon Employment	A fund has been established to pay the salary for employees entitled to utilize the fund for family illness. The Clerical Union administers the program.								
FUNERAL LEAVE*	CMU	Upon Employment	Pay for up to 3 working days in the event of death of immediate family member or relative living in same household. Please refer to contract for designated family members. Pay not to exceed 1 day per occasion in the event of death of aunt, uncle, niece, or nephew of employee.								
PERSONAL LEAVE*	CMU	Upon Employment	Paid personal leave days are earned on the basis of one (1) personal leave day for each four (4) months of employment in the fiscal year.								
MILITARY LEAVE	CMU	Upon Employment	Approved leave of absence to employees who belong to the National Guard, Officers Reserve Corps or similar military organization for active duty not to exceed fifteen (15) days in a calendar year. The University will pay the difference between the employee's military pay & regular pay, if the military pay is less.								
PAID JURY DUTY	CMU	Upon Employment	Full pay for reg. scheduled hrs. of work missed, less what the court pays you.								
LONGEVITY	CMU	Seven Yrs. after Employment & Annually Thereafter (Hourly ONLY)	Lump sum bonus paid annually after anniversary date of employment. Payments are as follows: <table style="margin-left: 40px;"> <tr> <td>7-11 yrs. of service</td> <td>\$ 500</td> <td>17-21 yrs. of service</td> <td>\$1100</td> </tr> <tr> <td>12-16 yrs. of service</td> <td>\$ 800</td> <td>After 22 years</td> <td>\$1400</td> </tr> </table>	7-11 yrs. of service	\$ 500	17-21 yrs. of service	\$1100	12-16 yrs. of service	\$ 800	After 22 years	\$1400
7-11 yrs. of service	\$ 500	17-21 yrs. of service	\$1100								
12-16 yrs. of service	\$ 800	After 22 years	\$1400								
PARKING PRIVILEGES	CMU	Upon Employment	Registration and parking decals furnished without cost for one (1) motor vehicle.								
TUITION PLAN**	CMU	Upon Employment	Tuition credit of up to six (6) credit hrs. per semester at Mt. Pleasant campus tuition rates for employee, dep. child, and/or spouse. Max. of 24 credit hrs. per calendar yr. (Not applicable to registration fees or special fees.) Copy of plan available at Benefits Office.								
TRAVEL ALLOWANCES	CMU	Upon Employment	Reimbursement for mileage, lodging, and meals (subject to current maximums) as well as other related travel expenses as approved when traveling for Univ. Bus.								
SOCIAL SECURITY BENEFITS	CMU & YOU	Upon Employment	Monthly payments at retirement or in case of total disability.								
WORKERS' COMPENSATION	CMU	Upon Employment	Financial aid for work-related illness or injury.								
SAVINGS BONDS	YOU	Upon Employment	U.S. Savings Bonds may be purchased through payroll deduction.								

*PART-TIME REGULAR AND PROVISIONAL CLERICAL STAFF EMPLOYEES RECEIVE THESE BENEFITS PRORATED ACCORDING TO THE PERCENTAGE THEIR APPOINTMENT IS OF FULL-TIME. THEY RECEIVE ALL OTHER BENEFITS AS LISTED.

**HALF-TIME REGULAR AND PROVISIONAL EMPLOYEES RECEIVE FULL TUITION FOR UP TO 3 CREDIT HOURS PER SEMESTER. EMPLOYEES WORKING MORE THAN HALF-TIME ARE CONSIDERED THE SAME AS FULL-TIME FOR PURPOSES OF THIS PLAN.

IF YOU HAVE QUESTIONS ABOUT YOUR BENEFITS CONSULT YOUR CLERICAL STAFF CONTRACT OR CONTACT THE BENEFITS OFFICE, 116 ROWE, 774-3661.

July, 1989

An Agreement
between
CENTRAL MICHIGAN UNIVERSITY
AND
UAW LOCAL #6888
AFL-CIO
THE CENTRAL MICHIGAN UNIVERSITY STAFF ASSOCIATION
1988 - 1991

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P R E A M B L E

The University and the Union recognize the moral principles involved in the area 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 preference, handicap, weight and height except to the extent that such matters are, under law, allowable bona fide job qualifications.

CENTRAL MICHIGAN UNIVERSITY

and

UAW and its LOCAL UNION 6888

AGREEMENT

C0-1 This Agreement is entered into this 13th day of July, 1988, 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 C2-1 and C2-2.

PURPOSE AND INTENT

C1-1 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.

C1-2 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.

C1-3 To these ends, the University and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of both groups at all levels and among all employees.

RECOGNITION

- C2-1 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 27, 1968, and the Agreement for Consent Election dated November 19, 1980, and the parties agree that the following description accurately represents what is set forth in those two (2) consent election agreements:
- C2-2 All regular and provisional full-time and regular and provisional part-time clerical employees of Central Michigan University located in Mt. Pleasant, Michigan, excluding supervisors, employees occupying positions of a confidential nature, those employees who are on the student employee assistance payroll or its equivalent, executives, administrative officers, and temporary employees.

DEFINITIONS

- C3-1 a. Working Day - 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, for the purposes of this policy, shall be interpreted to mean any five (5) days a week.
- C3-2 b. Calendar Day - Any day within a seven (7) day calendar week regardless of whether or not an employee is scheduled to work.
- C3-3 c. Prorating - The method of determining the amount of benefits an employee is eligible for based upon the proportion of the employee's position compared to a full-time position.

EMPLOYEE STATUS

C4-1 Regular Full-time Employee

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 permanent basis.

C4-2 Provisional Employee

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.

C4-3 Part-Time Employee

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 on a permanent basis.

- (1) One-half (1/2) time equals 20 to 29 hours per week.
- (2) Three-quarter (3/4) time equals 30 to 31 hours a week on a 12-month basis or full-time on a 9-month basis (with approval by Personnel Services).
- (3) Four-fifths (4/5) time equals 32 hours a week on a 12-month basis or full-time on a 10-month basis (with approval by Personnel Services).
- (4) Five-sixths (5/6) time equals 33 to 39 hours a week on a 12-month basis or full-time on an 11-month basis (with approval by Personnel Services).

C4-4 Probationary Employee

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) calendar 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 is paid at the probationary rate established for the probationary employee's classification; except if the probationary period is extended for reasons other than absenteeism (during the first ninety (90) calendar days of continuous employment), the employee's rate will be adjusted to the rate that such employee would have received had there been no extension.

A probationary employee may not resort to the Grievance Procedure for relief if the employee is discharged or disciplined except for Union activity.

C4-5 Temporary Employee

An employee 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 work loads, or any other conditions that may create short term staffing problems. The Union shall be given prior notice of hiring of all new temporary employees doing bargaining unit work for at least thirty (30) working days. After four (4) months of employment, the position will be announced as a permanent position; except in the event the temporary employment results from a medical leave of absence in which case the position will be announced as a permanent position after one (1) year. The University and the Union may, by mutual agreement, extend the duration of the temporary employment before the position must be announced as a permanent position.

C4-6 Student Employees

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 displace bargaining unit members.

RIGHTS OF THE UNIVERSITY

C5-1 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.

C5-2 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 ORGANIZATIONS

C6-1 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.

PAYMENT FOR UNION'S REPRESENTATION

C7-1 Membership in the Union shall not be required as a condition of continued employment at the University. However, the University and the Union recognize that the Union is the exclusive bargaining agent for all employees in the bargaining unit, regardless of their Union membership. Accordingly, the parties agree that employees who opt not to become or remain members in good standing of the Union shall, as a condition of continuing employment, tender to the Union a service fee which represents the costs of exclusive representation and which shall be equal to or less than the periodic dues uniformly required as a condition of maintaining Union membership.

The amount of the service fee will be announced in advance from year-to-year by the Union in accordance with the UAW's Agency Fee Payer Objection Policy, set forth in Appendices N and O to this Agreement.

C7-2 Employees covered by this Agreement who were employed by the University on or before April 10, 1968, and who have continued employment since that date or who were on leave of absence on that date and subsequently returned to work and were not members of the Union on July 1, 1968, shall have free choice as to whether they will pay the periodic dues, above described, without adversely affecting their continued employment within the unit.

C7-3 Except as provided in C7-2, employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service fee defined in Section C7-1 above.

Employees covered by this Agreement who are not members of the Union at the time the Agreement becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of the Agreement, who do not make application for membership in the Union, within thirty (30) days after completion of thirty (30) days of service, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service fee defined in Section C7-1 above.

C7-4 Failure to comply with the provisions of this Article, Sections C7-1 and C7-3, shall be cause for the discharge of the employee.

C7-5 No employee shall be terminated under this Article except as provided below:

- A. The Union has first notified the University in writing that the employee has elected not to join the Union.
- B. Within ten (10) working days of such notification, the University shall:
 - (1) Notify the employee of the provisions of this Agreement,
 - (2) Obtain the employee's response, and
 - (3) Notify the Union of the employee's response.
- C. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the University with a copy to the employee, registered mail, return receipt requested.
- D. Upon receipt of such written notice, the University shall within five (5) working days notify the employee that, unless there is immediate

compliance, the employee will be terminated not later than the end of the next pay period.

E. The employee shall then be terminated unless the employee can produce evidence of compliance.

C7-6 Alternatively, in accordance with law, the Union may request the University to deduct automatically the service fee from the employee's paycheck and remit same to the Union. If the Union so requests, the compliance procedure will follow the same steps set forth in C7-5 A-E, except that rather than discharge, the University will notify the employee that the required fees will be deducted automatically.

C7-7 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.

C7-8 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

C8-1 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 required to pay the dues of the Union who individually and voluntarily give the University written authorization to do so or who are subject to the provisions of Section C7-7. The University shall forward such dues to: Union, Central Michigan University, Mt. 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 irrevocable for the duration of this Agreement and shall automatically renew itself for successive one-year periods thereafter, unless the employee gives written notice of termination to the University and the Union at least fifteen (15) working days prior to any anniversary date of this Agreement, provided there is in effect an agreement between the University and the Union

authorizing such deductions. The Union agrees to indemnify and save the University harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from Union initiation fees, if any, and Union dues or service fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union, Central Michigan University, Mt. Pleasant, Michigan. The aforementioned authorization shall be in the following form:

C8-2 a. CENTRAL MICHIGAN UNIVERSITY
Payroll Deduction Authorization

I, _____ hereby authorize the University to deduct from my earnings each bi-weekly pay period the indicated amount and to remit this deduction to the needed agency.

Purpose of Deduction: UAW Union Fee:
Effective Date _____ / _____ / _____

Amount of Deduction: (1) _____ initiation fee (to be deducted in equal amounts from the first four (4) pay checks following the effective date of this authorization, (2) _____ membership or service fee (or such change in amount is levied by the Union after thirty (30) days notice to the Business Office of the larger amount).

C8-3 b. Deductions

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 C7-7. 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.

C8-4 c. Delivery of Executed Authorization of Payroll Deduction Form

Except as provided in Section C7-7, a properly executed copy of the Authorization for Deduction 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.

C8-5 d. When Deductions Begin

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.

C8-6 e. Refunds

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.

C8-7 f. Termination of Deduction

An employee shall cease to be subject to deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. Where the University under the provisions of paragraph C8-1 has chosen to deduct more than the proportional amount, the employee forfeits any excess monies paid to the Union.

C8-8 g. Disputes Concerning Deduction

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.

C8-9 h. Limit of University's Liability

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.

C8-10 i. List of Dues-Paying Members

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.

DEPARTMENTS AND SENIORITY GROUPS

C9-1 The following departments and seniority groups are defined solely for the purpose of reduction or reallocation of work force (paragraph C20) and the recall procedure (paragraph C21).

Seniority Group I - Instructional Programs

College of Arts and Sciences
School of Business Administration
School of Education, Health and Human Services
School of Graduate Studies

Seniority Group II - Library Services

Clarke Historical Library
Instructional Materials Center
Library Instructional Resources
Park Library

Seniority Group III - School of Extended Learning

Center for Cultural and Natural History
Division of Continuing Education and Community Services
Institute for Personal and Career Development
Michigan Special Olympics
Summer School Program

Seniority Group IV - University and Student Services, University Relations, and Administrative Affairs

Academic Assistance Program
Academic Information Center
Admissions
Counseling Center
Development and Alumni Relations
Financial Aids
Grants and Contracts
Health Services
Intercollegiate Athletics
Media Relations
Minority Affairs
Multicultural Programming Center
Placement and Career Information Center
Planning, Instruction and Research
Provost
Public Broadcasting
Registrar
Student Affairs
Student Employment
Student Life

Student Publications
University Events
Veterans' Programs Office

Seniority Group V - Business and Finance

Accounting Services
Bookstore
Bovee University Center
Business Services
C.H.I.P.
Computer Services
Facilities Management
Food Services
General Accounting
Loan Accounting
Motor Pool
Payable Accounting
Payroll
Professional Development
Public Safety
Purchasing
Receivable Accounting
Reservation
Residences & Auxilliary Services
Student Accounts & Cashiering
Telecommunications
University Press
University Stores

SPECIAL CONFERENCES

C10-1 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 five (5) representatives of the Union. More members of the Union may attend by mutual agreement. The members of the Union shall not lose time or pay for time spent in special conferences. 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

- C11-1 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.
- C11-2 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.
- C11-3 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. 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. The aggrieved employee may be present at Step 2 and Step 3 of the grievance procedure at the request of either party, may be present at Step 4 at the request of the Union or may be present at the pre-arbitration conference by mutual consent of the University and the Union.

C11-4 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 C11-2 above, arising under and during the term of this Agreement with the University and the Union. Such an Union grievance shall be filed by the Union President, or designated representative, beginning at Step 3 of the grievance procedure provided the grievance is submitted to Employee Relations within the latter of either of the following two time periods:

1. Fifteen (15) working days following the occurrence of the event giving rise to the grievance.
2. Fifteen (15) 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 3 and 4 of the grievance procedure.

C11-5 The following procedure shall be the sole and exclusive means for resolving grievances:

C11-6 Step One

Any employee having a grievance, or one 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.

C11-7 Step Two

If the matter is not resolved through oral discussion, the grievance may be reduced to writing by the Union, signed by employee(s) and filed with Employee Relations which shall then send a copy of said grievance to the employee's immediate supervisor. Such a written grievance shall include:

1. 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,
2. The change or circumstance or lack of change which affected the grievant,
3. The provisions in this Agreement which the grievant feels have been violated,
4. All other facts pertaining to the matter which show or tend to show that this Agreement is not being followed,
5. The relief requested.

C11-8 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. A representative of Employee Relations shall then arrange a meeting with the grievant and a Union representative and the immediate supervisor within five (5) working days of receipt of the written grievance. Within five (5) working days of said meeting, Employee Relations shall present to the grievant and Union its decision in writing.

C11-9 A grievance not appealed within seven (7) working days as provided for in Step 2 shall be considered settled on the basis of the last answer and not subject to further review.

C11-10 Step Three

If Employee Relations representative's answer is not satisfactory to the grievant, or no answer is received, the grievant may present the grievance at Step Three to the Union Grievance Review Committee (GRC). The GRC shall determine the following: (a) that the grievance legitimately arises out of this Agreement; (b) that, as a matter of policy, the Union wishes to pursue the grievance, and (c) that the grievance procedure is the proper method to use for resolving the problem. The Union, if it wishes to pursue the grievance, shall prepare a writing which:

1. States that the foregoing determinations have been made,
2. Sets out the clauses in this Agreement which are the basis for the grievance,

3. States the fact and claim as to how this Agreement is not being followed.

C11-11 Such writing shall appear on a mutually acceptable form and filed with Employee Relations not later than fifteen (15) working days from the date of the second step grievance meeting. A meeting between no more than three (3) representatives of the Union 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 within ten (10) working days from the date the grievance is received in Employee Relations.

C11-12 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.

C11-13 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.

C11-14 Any grievance not referred by the Union to mediation or arbitration within forty-five (45) calendar days of the date of the third step meeting shall be considered settled on the basis of the last answer and not subject to further review.

C11-15 Step Four--Submission to Mediation

If the Union is not satisfied with the answer at Step Three of the grievance procedure, the Union may submit the matter to mediation by notifying the 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) calendar days of the third step meeting in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation.

C11-16 Grievances within the meaning of the grievance procedure and of the mediation 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 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.

C11-17 Submission to Arbitration

If the Union is not satisfied with the answer at Step Four 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 forty-five (45) calendar days of the third step meeting or within fifteen (15) calendar days of the last day of mediation in order for the grievance to be properly referred for arbitration.

C11-18 Pre-Arbitration Conference

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.

C11-19 Following the date referral of the matter to arbitration by the Union is received in Employee Relations, the Union and the University will within five (5) working days meet to select an arbitrator. If either the Union or the University request, the meeting may be adjourned for a period of up to two (2) working days, at which time, it will reconvene and attempt to agree upon an arbitrator. If the Union and the University cannot agree upon an arbitrator, the party bringing the grievance shall request a list of seven (7) names of arbitrators to be given to the University and Union by either the American Arbitration Association or by the Michigan Employment Relations Commission. If either party is dissatisfied with the list, it may, within three (3) working days after receipt, reject the list and request a new list of seven (7) arbitrators. Lists submitted by

either the American Arbitration Association or by the Michigan Employment Relations Commission shall not contain the names of arbitrators who in the last ten (10) years have been members of, employed by, retained by, or associated with the University or the Union.

C11-20 Within five (5) working days after the parties have received a list of seven (7) arbitrators which has not been rejected under this Agreement, the Union and the University shall meet for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward the paper, a copy of the contract and the grievance and written answers thereto to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.

ARBITRATION

C12-1 The fees and approved expenses of an arbitrator shall be paid by the parties equally.

C12-2 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.

C12-3 Attendance by Aggrieved Employee and Other Employees

The aggrieved employee may attend the full arbitration hearing. Employees who testify during the employee's scheduled working time shall not lose regular pay for

the time they testify or are required to be in attendance at the hearing.

C12-4 Finality of Decisions

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

WITHDRAWAL OF CASES

C13-1 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 C11-17 for submitting grievances from the fourth 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

C14-1 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.

C14-2 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

C15-1 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 Personnel 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 Personnel 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 purge such disciplinary material.

It is agreed that personnel files will not contain disciplinary material which is more than three (3) years old.

TERMINATION NOTICE

C16-1 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

C17-1 Notice of Discharge or Discipline. 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 President.

C17-2 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.

- C17-3 Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President to the Director of Employee Relations, or his designee, within five (5) regularly scheduled working days of the discharge or discipline. The Director of Employee Relations, or designee, will review the discharge or discipline and give an answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at Step Three.
- C17-4 Use of Past Record. 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.

JOB VACANCIES

- C18-1 Job vacancies shall be announced by Personnel Services in a newsletter and posted on a bulletin board outside Personnel Services three (3) working days (excluding holidays) before they are filled. The notice of vacancy shall contain the following information:
- a. Position available,
 - b. Minimum qualifications for the position,
 - c. Compensation paid for the position - range,
 - d. Location of position.
- C18-2 For positions allocated to the C-2 pay level and above, interviews for the position with persons not already bargaining unit employees at CMU shall not be held until following the third working day after the position is first posted.
- C18-3 The University will provide (for each vacancy) to the Union, prior to filling a vacancy, a log listing the persons who bid on the vacancy in the same time-frame as the hiring authority, and the person tentatively selected to fill the vacancy prior to offering the job to the applicant selected.
- C18-4 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.

PROMOTIONS

- C19-1 A promotion is a vertical movement from one job position to another with a change to a higher pay level.
- C19-2 The University shall promote from among those bargaining unit employees who bid for a vacant position within the bargaining unit, except when, in the judgment of the employer, there are no qualified bidders.
- C19-3 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.
- C19-4 Employees who are promoted from within the bargaining unit shall be granted a thirty (30) calendar day trial period to determine:
- a. Their ability to perform the work.
 - b. Their desire to remain in the position.
- C19-5 During the thirty (30) calendar days trial period, 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 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. If the employee is considered satisfactory in the new position, the University is not required to honor a request from the employee for a transfer for one (1) year from the date the employee started in the job position.
- C19-6 During the trial period, employees will receive the rate of the job they are performing.

TRANSFERS

- C20-1 A transfer is a lateral movement from one job position to another without change in classification or pay level.
- C20-2 If the employee is considered satisfactory in the new position, the University is not required to honor a request from the employee for a transfer for one (1) year from the date the employee started in the job position.
- C20-3 Employee's who have received transfers or promotions will move to the new position in a timely manner.

REDUCTION OR REALLOCATION OF WORK FORCE

- C21-1 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 clerical position or the elimination of a portion of a clerical position which would change the employment status (i.e., full-time to three-quarter-time or half-time).
- C21-2 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.
- C21-3 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 C21-3-b is invoked.
- C21-3 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.

C21-4

1. To a vacancy in the same classification in the same department.
2. To replace an employee with the least seniority in the employee's same classification in the same department.
3. To a vacancy in the same classification in the employee's seniority group.
4. To replace the least senior employee in the same classification in the employee's seniority group.
5. To a vacancy in the employee's classification in the bargaining unit.
6. To replace the employee with the least seniority in the same classification in the bargaining unit.
7. To a vacancy in the employee's department in the employee's classification series assigned to the next lower pay level.
8. To a vacancy in the employee's seniority group in the employee's classification series assigned to the next lower pay level.
9. To a vacancy in the bargaining unit in the employee's classification series assigned to the next lower pay level.
10. To replace the least senior employee in the employee's classification series at the next lower pay level within the same department.
11. To replace the least senior employee in the employee's classification series at the next lower pay level within the employee's seniority group.
12. To replace the least senior employee in the employee's classification series at the next lower pay level in descending order by pay level throughout the employee's entire classification series within the bargaining unit.

C21-5

Employees exercising their rights under Section 21-1 through C21-3 shall not be required to accept a position with an employment status, i.e., full-time, 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.

C21-6 Departments as referred to in C21-4 are defined and set forth in paragraph C9-1.

C21-7 Probationary employees will be laid off first, if they are in the appropriate classification series and pay level.

C21-8 Classification series for the reduction or reallocation of the work force referred to in C21-4 through C21-7 shall be defined as follows:

Series 1: Executive Secretary
Administrative Secretary
Secretary
Stenographer
Typist

Series 2: Administrative Clerk
Senior Specialist Clerk
Specialist Clerk/Senior Bookkeeper/
Clerk Leader
Senior Clerk/Bookkeeper/Senior Sales
Clerk/Senior Teller
Clerk/Cashier/Senior Cashier/Teller/
Receptionist

C21-9 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.

RECALL PROCEDURE

C22-1 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 C21-3, sections 1, 3, 5, 7, 8, and 9. The University will not be required

to promote an employee to a higher rated classification at the time of recall unless the employee has previously performed the higher rated classification and possesses at the time of recall the necessary training, basic qualifications, and physical qualifications for performance of the higher rated classification.

C22-2 Employees shall retain recall rights for a period of no longer than the number of continuous years of employment in the bargaining unit which the bargaining unit member had acquired at the time of layoff or one (1) year, whichever is greater.

C22-3 Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of notice or recall, the employee shall be considered a quit. Extensions may be granted by the University in proper cases.

SENIORITY DEFINITION

C23-1 A bargaining unit employee who has held a bargaining unit classification(s) other than that held at the time of layoff, will be considered for existing vacancies in that classification(s) with respect to the application of paragraph C21-4 sections 7, 8, and 9.

C23-2 Seniority for purposes of the layoff provision is defined as uninterrupted employment with the University in the bargaining unit 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

C24-1 An employee's seniority shall terminate for any one of the following reasons:

C24-2 1. If an employee voluntarily terminates his/her employment.

C24-3 2. If an employee retires in accordance with the provisions of this Agreement.

C24-4 3. If an employee is discharged and not reinstated.

- C24-5 4. If an employee fails to report from layoff when recalled in accordance with this Agreement.
- C24-6 5. If an employee is laid off for a continuous period equal to the seniority the employee has acquired at the time of such layoff or one (1) year whichever is greater.
- 24-7 6. If an employee is absent for three (3) consecutive working days without notifying the immediate supervisor and fails to give a reasonable explanation.

SENIORITY WHEN PROMOTED OR TRANSFERRED OUTSIDE THE BARGAINING UNIT

- C25-1 If an employee with seniority is transferred or promoted to a position as an employee of the University not included in the bargaining unit and is thereafter transferred again to the employee's former position within the unit, the employee shall have accumulated seniority in the employee's former position while working in the position to which the employee was transferred if the transfer to the former position takes place within twelve (12) months of the transfer out of the bargaining unit. Such employees transferred back into the bargaining unit after twelve (12) months take the date of the transfer as the employee's seniority date.

RETENTION OF SENIORITY

- C26-1 Unless lost under the Loss of Seniority Provision, (see 24-1 through 7), seniority is retained and is accrued for the periods of time set forth below:
- C26-2 1. Leave of absence without pay provided the employee complies with the conditions imposed on such leave.
- C26-3 2. Employment at the University outside the bargaining unit but retention and accrual of seniority shall not exceed twelve (12) months.
- C26-4 3. Layoff from the bargaining unit but retention and accrual of seniority shall not exceed the employee's accrued seniority at the time of layoff or one (1) year, whichever is greater.

OFFICER'S SENIORITY

- C27-1 The President of the Union and the five (5) officers of the Union Executive Committee shall be deemed to have

more seniority than any other bargaining unit members during their term of office for purposes of layoff and recall. The officers shall be as follows: 1st Vice President, 2nd Vice President, Recording Secretary, Membership Secretary, and Treasurer.

C27-2 District representatives, the two (2) at-large bargaining unit team members, and two (2) bargaining team alternates (while actively negotiating) shall be deemed to have more seniority than any other bargaining unit member during their term of office within their district for purposes of layoff and recall.

LEAVES OF ABSENCE WITHOUT PAY

C28-1 1. Leaves of Absence for Illness, Injury, or Medical Disability

An 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; (4) has exhausted long-term disability benefits; and (5) has furnished a written request to Personnel Services 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 Personnel Services by the Union or any other interested party. Requirement number three (3) shall be waived in whole or in part by Personnel Services at the employee's written request.

C28-2 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. When necessary, physicians' opinions shall be the basis used to determine the questions of appropriate medical treatment or evidence of continuing disability.

C28-3 If an employee who can perform the work has been on leave of absence without pay for illness or disability lasting for a period of nine (9) months or less, the employee will have the right to return to the position the employee was assigned to when the leave was granted.

C28-4 2. Maternity Leave

There are certain medical conditions for which the onset and duration can usually be approximately predicted by a physician, such as normal childbirth. For childbirth, the usual period of disability, with medical certification, will be for two (2) weeks prior to the

due date and six (6) weeks after delivery. As with other forms of illness, injury or medical disability, wage continuation for all or part of this period may be achieved by charging sick, vacation, or personal leave of absence without pay, for illness, injury, or medical disability, as provided in paragraph 28-1, will be granted for the balance of the period as provided in this Article.

a. Adoption Leave

A personal leave of absence may be granted to an employee for the care of a newly adopted child. The duration of the leave may not exceed six (6) weeks with the understanding that the employee may return to the same position at the end of the leave of absence.

C28-5 3. Personal Leave

A personal leave of absence without pay of up to four (4) months may be granted in cases of exceptional need for those employees who have been employed on a regular basis. 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 may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, child care for a newly born infant or newly adopted child, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence of this type 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 is mutually agreed to by the Union and the University.

C28-6 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 unless otherwise mutually agreed upon. The employee must check with Personnel Services about maintaining the employee group life insurance and hospitalization and surgical insurance during this period.

C28-7 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 to be worked out with the Personnel Services while a concerted effort is made to find employment for the employee.

C28-8 4. Long-Term Military Leave

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.

C28-9 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.

LEAVES OF ABSENCE WITH PAY

C29-1 1. Personal Leave Days

Three (3) personal leave days are granted (in the manner described herein) to each employee in the bargaining unit. Employees may take personal leave days for any purpose. Personal leave days herein granted are earned on the basis of one personal leave day for each four (4) months of employment during the fiscal 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.

C29-2 Personal leave benefits for regular and provisional part-time employees in the bargaining unit will be prorated on the basis of the proportion of the position held by the employee to regular and provisional full-time employment.

C29-3 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 work loads 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. Personal leave days do not carry

over from year to year and if not used on or before June 30th, they are lost. Personal leave may be taken in units of one (1) hour and any time taken in a unit less than one (1) hour will be charged as one (1) hour.

C29-4 2. Funeral Leave

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, 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. Permission for longer absence under the appropriate circumstances may be given by the employee's immediate supervisor with the approval of Employee Relations.

C29-5 3. Union Educational Leave

Leaves of absence (with 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 education institution. Thirty-five (35) working days per year shall be allocated to the bargaining unit for Union educational leave purposes. Any one employee in the bargaining unit shall take not more than five (5) working days of leave per year. It is understood that individual employees must have permission of Employee Relations for the purpose of taking this leave in addition to selection by the Union Executive Committee.

C29-6 4. Court-Required Service

An employee who serves on jury duty or who is subpoenaed as a witness and who is not a party to the action, will be paid the difference between his regular pay and the amount received for serving as a juror or serving as a witness. An employee is expected to report for regular University duty when his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. An employee should check with Personnel Services before serving as a juror or a

subpoenaed witness for instructions on the procedure for receiving the difference in pay.

C29-7 5. Short Tours Military Leave

All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations, will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less. The computation of this difference will be: Gross University pay for the authorized period of the time less all military pay and allowances for that period.

C29-8 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.

C29-9 6. Sick Leave

Definition - Working Day

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, for the purposes of this policy, shall be interpreted to mean any five (5) days a week.

C29-10 7. Grant of Sick Leave Days

Yearly sick leave allowances are granted to full-time bargaining unit members based on years of service in the bargaining unit at the University in the following manner:

<u>Years of Service</u>	<u>Gross Sick Leave Days</u>
First	13
Second	26
Third	39
Fourth	52
Fifth	65
Sixth	78
Seventh	91
Eighth	130

Sick leave days are granted according to the above schedule at the beginning of the University's fiscal year. Full-time, twelve-month staff members who begin work prior to January 1 will receive thirteen (13) days

during the partial fiscal year. Those beginning after January 1 will receive six and one-half (6½) days. Sick leave days do not accumulate. However, sick leave days do increase with years of service according to the schedule above. July 1 of each year following the date of hire shall mark the beginning of the second year of service and the beginning of each subsequent year of service for purposes of the above schedule.

C29-11 Bargaining unit members who are part-time shall be entitled to sick leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Bargaining unit members who work only a portion of a twelve-month period shall be entitled to sick leave benefits, prorated on the basis of the proportion of the period worked compared to a regular full-time contract position, unless this position is specially designated by Personnel Services to receive benefits on an improved basis.

C29-12 8. Use of Sick Leave Credit

All regular and provisional full-time or regular and provisional part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the University. Any utilization of sick leave allowance by an employee must have the approval of the appointing authority or designated supervisor. An employee requesting utilization of sick leave in excess of ~~six (6)~~ ^{five (5)} days in a given fiscal year must submit a request through the appropriate supervisor to Personnel Services as set forth in Paragraph C29-12 (a).

C29-12 (a) Personnel Services in considering the employee's request will take into consideration the following:

- (1) Legitimacy of the request which may include a physician's statement.
- (2) Previous sick leave usage record with consideration given to extended or long-term illness and maternity leave.
- (3) Supervisor's recommendation.

If an employee believes the decision by Personnel Services to deny a sick leave pay request is arbitrary or capricious, the employee may appeal such decision to a joint committee composed of two (2) representatives of the Union and two (2) representatives of the University.

C29-13 All absences due to the physical condition of an employee caused by illness, injury, or childbirth shall be charged against the employee's sick leave record regardless of whether or not the employee's department absorbs the work or the University provides a substitute. An employee will be considered absent if the employee fails to appear for regular scheduled duties for one-half (1/2) day or more because of illness, injury or childbirth, and the employee's sick leave record will be designated for the time absent from work if the employee qualifies for sick leave. Sick leave may be taken in units of no less than one-half (1/2) hour.

C29-14 The University may require each employee desiring sick leave benefits to file with Personnel Services one or both of the following:

- a. A physician's statement of the condition of the employee, diagnosis, prognosis for the employee and other relevant information to the employee's condition.
- b. A sworn affidavit that the claim of absence for any of the reasons stated above is bona fide as well as other relevant information pertaining to the employee's condition.

Until the required papers, if any, are filed, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

C29-15 When an employee has used all of the employee's sick leave credit, the employee will be removed from the payroll until the employee reports back to duty, except as provided under the sick leave bank provisions below. The University will inform an employee when the sick leave credit has been exhausted; and that it is the employee's obligation to request of the University a leave of absence, if one is desired, or use of the sick leave bank if that is desired. Failure to request such a leave or to be allowed use of the sick leave bank may result in termination of employment.

C29-16 All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay and proper deductions will be made from the bargaining unit member's paycheck.

C29-17 9. Records and Reports

The University shall maintain a sick leave record of all clerical employees in the bargaining unit.

C29-18 Employees must notify the account director responsible for submitting the payroll at the earliest opportunity that they will be off work because of illness.

C29-19 10. Sick Leave Bank

A sick leave bank is established for use by bargaining unit members who have less than eight (8) years of service. Annually, one (1) sick leave day shall be deducted from the grant of sick leave granted to employees in the bargaining unit.* If any bargaining unit member having less than eight (8) years of service should exhaust that bargaining unit member's grant of sick leave, they may apply to the sick leave bank for the use of sick leave days from the sick leave bank. The bank shall be administered by a committee consisting of two persons appointed by the Union and two persons appointed by the University. Each year, the number of days in the sick leave bank are to be reduced to zero as of June 30 and all days not used in the sick leave bank as of that date are ended. Days in the bank are then reestablished as of July 1 of each year according to the provisions in this paragraph.

C29-20 11. Grandparenting Provisions

Effective with the implementation of the sick leave grant system on January 2, 1982, a record of the number of unused accumulated sick leave days credited to each bargaining unit member as of that date under the sick leave system shall be preserved. The number of days on that record shall be utilized for computing terminal sick leave payments during the time the sick leave grant system is in effect. If the sick leave grant system is discontinued, then the record kept under the former accrual sick leave system shall be utilized for paragraphs C29-21 through C29-25.

C29-21 Bargaining unit employees eligible for terminal sick leave payments in items C29-22 through C29-25 must have been employed prior to December 31, 1981.

C29-22 In computing terminal sick leave payments in C29-23, C29-24, or C29-25 below, a fraction of a year will be prorated on a monthly basis with one-half (1/2) or more of any month being considered as an entire month.

* Employees beginning employment after January 1 shall have one-half day deducted for the sick leave bank at the commencement of employment.

- C29-23 An employee who separates from the University service for retirement purposes, who will be receiving pension payments from the University Retirement Program within six (6) months after the employee's separation date, having been employed a minimum of ten (10) years at Central Michigan University, and has reached the minimum age of sixty (60) years or is willing to accept prorated payment on the basis of full benefits at age sixty (60) years (if at age fifty-five 55/60 of full possible amount, at age fifty-six 56/60, etc.), shall be paid for two-thirds (2/3) of the employee's unused sick leave as of the effective date of the separation up to 133 days. Such compensation is to be made at the base rate of pay accorded the employee at the time of such termination.
- C29-24 An employee who separates from the University service because of permanent disability shall be paid for two-thirds (2/3) of unused sick leave as of the effective date of the separation, up to and including a maximum of 133 days. Such compensation is to be made at the base rate of pay accorded the employee at the time of termination.
- C29-25 In case of death of an employee (regardless of age or length of service at Central Michigan University), payment of two-thirds (2/3) of unused sick leave as of the effective date of separation shall be made to the employee's beneficiary or estate up to 133 days. Such compensation is to be made at the base rate of pay accorded the employee at the time of termination.

NOTIFICATION OF PHYSICAL CONDITION

- C30-1 Employees must notify their immediate supervisors at the earliest opportunity that they will be off work because of illness. Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time that it is likely the employee will have to be absent because of the physical condition.

MEDICAL CONDITION FOLLOWING LEAVE

- C31-1 An employee returning from a medical leave of absence of any kind may be required by Personnel Services to furnish a physician'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 physician designated by the University.

MEDICAL DISPUTE

C32-1 In the event of a dispute involving any employee's physical disability to perform the employee's assigned work upon his return to work at the University from a layoff or from any leave of absence and the employee is not satisfied with the determination of the designated physician of the University with respect to the employee's ability to perform the employee's work, he/she may submit a report from a medical doctor of his/her own choosing and his/her own expense. If the dispute still exists, at the request of the employee, the designated physician of the University and the employee's doctor 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 medical physician shall be shared equally by the University and the Union.

FAMILY ILLNESS FUND

Amount of Family Illness Fund

C33-1 The University has established a Family Illness Fund funded at \$7,500. Unused sums of money in the fund will carry over into future years. The fund shall be utilized as follows:

C33-2 1. 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.

C33-3 2. The Union committee shall receive from Payroll a written quarterly report summarizing usage and funds remaining.

SHIFT HOURS

C34-1 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.

SHIFT DIFFERENTIAL

C35-1 Employees who are scheduled to regularly 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

C36-1 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.

OVERTIME

C37-1 1. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day 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) within the pay period that the overtime was worked.

- C37-2 2. Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
- C37-3 3. For the purpose of computing overtime pay for forty (40) hours in an employee's work week, a sick day for which the employee receives sick leave pay will be counted as a day worked.
- C37-4 4. For the purpose of computing overtime pay for forty (40) hours in an employee's work week, a holiday for which the employee receives holiday pay will be counted as a day worked.
- C37-5 5. 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.
- C37-6 6. 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.
- C37-7 7. Where an appropriate Vice President has approved flexible work schedules for clerical 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

- C38-1 If an employee at the direction of their supervisor temporarily works in a higher classification within the bargaining unit for at least four (4) hours in a day by performing the work of another employee, the employee shall be paid either fifteen cents (15¢) per hour more than the employee's regular base wage or the probationary rate for the higher classified position (whichever is higher) for the period in which the higher classification work is performed. Employees should apply for higher classification pay through Personnel Services.

Outside Bargaining Unit

- C38-2 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 or to assume additional responsibilities. When such assignments are made, the University shall designate the duties to be performed by the temporary leader. Employees should apply for higher classification pay through Personnel Services.

- C38-3 A leader shall not assume the responsibility for: hiring, discharging or disciplining other employees.
- C38-4 Assigned leaders shall be paid thirty cents (30¢) per hour more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least four (4) hours per day.
- C38-5 Additional compensation beyond thirty cents (30¢) per hour may be paid for such assignments at the department's request and on approval of Personnel Services.

CALL-IN PAY

- C39-1 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.
- C39-2 Supervisors will refrain from calling employees at home except in emergency situations.

LEGAL HOLIDAYS

- C40-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- C40-2 1. 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:
- C40-3 a. Such employee is and has been on the active payroll of the University at least one (1) day immediately preceding the holiday involved.
- C40-4 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.

- C40-5 2. 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.
- C40-6 3. 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 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.
- C40-7 4. 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 preceeding or following the Christmas holiday.
- C40-8 5. 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.
- C40-9 6. 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

- C41-1 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. 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

C42-1 Employees in the Bargaining Unit will accumulate vacation with pay based on an employee's length of continuous service as follows:

C42-2 1. One and one-fourth (1 1/4) days per month, fifteen (15) days per year, for the first two (2) years of employment.

C42-3 2. One and two-thirds (1 2/3) days per month, twenty (20) days per year, from the beginning of the third year through the fifteenth year.

C42-4 3. One and five-sixths (1 5/6) days per month, twenty-two (22) days per year, beyond the fifteenth year.

C42-5 4. If an employee terminates voluntarily or involuntarily prior to completing twelve (12) months of continuous service in the bargaining unit, such employee shall forfeit all rights to vacation time accrued to date of termination. An employee may, however, be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service in the bargaining unit. In such case, the employee shall sign a form provided by the University which stipulates that should the staff member fail to complete the twelve (12) months continuous service, the University is authorized to deduct the amount of money equivalent to pay received for the advanced vacation from the employee's final paycheck(s). An employee who is terminated after completing twelve (12) months of continuous service in the bargaining unit shall be entitled to all vacation time accumulated to the date of termination up to a maximum of three hundred (300) hours.

- C42-6 5. 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.
- C42-7 6. If it is to the mutual convenience of the University and the employee, any employee with more than one (1) year's service may take part or all of the vacation time such employee has earned at any time during the year in which it accrues, subject to paragraph 42-6 above.
- C42-8 7. Upon request, an employee with more than one (1) year of service, may, under special circumstances, with the recommendation of the University supervisor and the written approval of Employee Relations, be paid regular salary in lieu of vacation time in any fiscal year.
- C42-9 8. 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.
- C42-10 9. 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.
- C42-11 10. An employee who has exhausted his/her personal leave hours can transfer vacation time to personal leave time. A minimum of four (4) hours of accrued vacation time can be transferred with a maximum of sixteen (16) hours in a fiscal year. The hours transferred will be considered as personal leave and are subject to the personal leave time parameters which are specified in 29-1, 29-2, 29-3. All personal leave time not used on or before the end of the fiscal year will be lost. Vacation time which is transferred to personal leave, but not used, cannot be transferred back to vacation. Personal leave can be used in one (1) hour

increments. Approval of the supervisor is required prior to taking personal leave time.

RETIREMENT

C43-1 All employees of the University are covered under the Michigan Public School Employees Retirement Fund, which is correlated with the Federal Social Security Program. For additional information, contact Personnel Services.

HOSPITALIZATION AND SURGICAL INSURANCE

C44-1 The University agrees to pay up to the following sums per month depending on the coverage selected:

One Person	\$ 72.29
Two Persons	\$168.86
Family	\$211.00

while a bargaining unit member is employed at the University toward the cost of the Michigan Education Special Services Association (MESSA), Blue Cross-Blue Shield, CMU Plan I, H.M.O., or similar insurance approved by the Union Executive Committee, available at the University. The University will allow bargaining unit members a choice among plans. Employees who do not elect to enroll for health insurance and who can show they have other health care coverage will receive a payback of \$30.00 per month.

C44-2 During the first three (3) months of a leave of absence for illness or disability or during the first three (3) months while an employee in the bargaining unit is covered by Worker's Compensation, the University will continue to pay the single subscriber rate of the hospital and surgical insurance previously elected by the employee.

DENTAL INSURANCE

C45-1 CMU will provide the full cost of a dental plan through the Blue Cross/Blue Shield Insurance Company (with coordination of benefits, 100% of diagnostic and preventive services, and 50% of restorative and prosthodontic services, subject to a maximum benefit of \$1,000 per covered person per year (plus a 50% orthodontia rider with a lifetime maximum of \$1,000.)

VISION INSURANCE

- C46-1 A Vision Care Plan is provided at no cost to the employee. The Vision Care plan pays 100% of reasonable and customary charges for examinations, lenses, and frames, provided a participating doctor is used. If a non-participating doctor is used, the plan may not cover the full cost. Contact lenses will be covered in full if a panel doctor certifies that vision cannot be adequately corrected otherwise. If contacts are desired for cosmetic reasons, the plan will pay up to a specified amount (presently \$115.00) for lenses and examination. Glasses may be purchased once per policy year (July 1 through June 30). The plan covers employees only, other family members are not covered. For current information as to participating doctors, contact the Benefit Section of the Personnel Services Office.

LIFE INSURANCE

- C47-1 Group Life Insurance is provided at University cost to all bargaining unit employees.
- C47-2 The plan provides each insured bargaining unit member with an amount of level term life insurance equal to the employee's base annual salary. If this amount of insurance is not an even multiple of \$1,000.00, it is raised to the next higher \$1,000.00 multiple to a maximum of \$60,000.00. The plan also provides for a Principal Amount of Accidental Death and Dismemberment Insurance equal to the amount of level term life insurance to a maximum of \$60,000.00. If accidental death occurs as defined in the policy, the amount of insurance doubles.

LONG-TERM DISABILITY

- C48-1 The University agrees to pay the total cost of the MESSA negotiated long-term disability for each bargaining unit member while she/he is employed at the University.
- C48-2 The plan provides a Monthly Income Benefit after a bargaining unit member has been disabled for a period of ninety (90) calendar days because of disability caused by sickness or bodily injury. To determine provisions for eligibility and the benefits received, contact the Benefit Section of the Personnel Services Office.

TUITION BENEFIT PLAN

Purpose

C49-1 This tuition plan is intended to provide employees in the bargaining unit with the opportunity of furthering their career development as well as pursuing their avocational interests, and to enrich the retirement experience for retirees by making University courses available to them at reduced cost.

C49-2 Effective Winter Semester, 1988
"Credit hours not used by the employee may be used by their spouse or dependents."

C49-3 Provisions of Plan for Active Employees

1. The privilege of participation in the plan is extended to all full-time employees in the bargaining unit, whether located on or off campus.
2. The plan applies to all courses offered for credit by the University, by whatever means and in whatever location they may be offered.
3. The plan covers course fees not exceeding the regular on-campus tuition charged for undergraduate and graduate credit hours. These fees are paid by the University. Any special or incidental fees, such as the non-refundable registration fee, music fee, parking fee, etc., and any tuition costs in excess of on-campus tuition must be paid by the employee.
4. The plan applies to all courses regardless of when offered provided that:
 - a. The immediate supervisor agrees to allow the employee to attend the class, if during working hours, and
 - b. all time lost in attending classes is made up.
 - c. An employee may take any class the employee may be eligible to take according to University academic standards.
5. Participants are limited to not more than six (6) credits in any one semester or session, with a maximum of twenty-four (24) credits in any twelve (12) month period.
6. Participants employed on a part-time basis of at least one-half time, receive the benefits based on the ratio of their position to a full-time position

except that a half-time employee will receive full tuition allowance for up to three credit hours.

7. Enrollment procedures should follow the University's established procedures. Employees should contact the Benefit Section of the Personnel Services Office for provisions of plan for retired employees.

PARKING REGULATIONS

- C50-1 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 Public Safety Office.
- C50-2 The University agrees to furnish registration fees and parking decals for one (1) motor vehicle for each bargaining unit member.

LONGEVITY PAY

- C51-1 All regular full-time employees within the bargaining unit in the active service of the University as of their anniversary date in any year shall be entitled to receive longevity pay for the length of continuous service with the University according to the following rules and schedule of payment:

- C51-2 1. Longevity pay shall be based on full-time continuous service according to the schedule below:

<u>Years of Continuous Service</u>	<u>Amount Awarded</u>
After 7 years and through 11 years	\$ 500
12 years through 16 years	\$ 800
17 years through 21 years	\$1,100
After 22 years	\$1,400

- C51-3 2. After completion of seven (7) years of continuous full-time service by an employee's anniversary date of employment in any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

- C51-4 3. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.
- C51-5 4. Effective October 1, 1968, prorated payments on a monthly basis with one-half (1/2) or more of a month being considered as an entire month, shall be made to those employees who retire under the University retirement plan prior to their anniversary date of employment. This also applies to those employees not under the retirement plan but who are sixty-five (65) years of age at the time of their separation. In the case of death, longevity payments shall be made to the employee's estate. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding anniversary date of employment to the date of retirement, separation, or death, and shall be made as soon as practicable thereafter.
- C51-6 5. Part-time employees in the bargaining unit who work twenty (20) hours or more per week are eligible to receive a prorated longevity payment. The prorated payment is based upon the percentage of the part-time appointment compared to full-time at the employee's anniversary date.
- C51-7 6. A bargaining unit member who has been on leave of absence without pay during the year in which the employee is entitled to longevity pay shall have his/her longevity prorated based upon the following schedule:
- a. A bargaining unit member who has been on leave(s) of absence for a period of less than three (3) calendar months is entitled to full longevity payment.
 - b. A bargaining unit member who has been on leave(s) of absence without pay for a period of three (3) months and up to six (6) months shall receive 75% of the longevity payment.
 - c. A bargaining unit member who has been on leave(s) of absence without pay for a period of six (6) months up to nine (9) months shall receive 50% of the longevity payment.

d. A bargaining unit member who has been on leave(s) of absence without pay for a period of nine (9) months up to a year shall receive 25% of the longevity payment.

C51-8 7. If the University reduces the amount of status of the position held by the employee unilaterally, the employee will continue to receive payment based on the status of the position before the reduction. (See Letter of Agreement, Appendix C).

NEW MATTERS

C52-1 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.

C52-2 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.

STRIKES

C53-1 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, sitdowns, slow downs, 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

C54-1 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

C55-1 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

C56-1 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.

CONTRACT DOCUMENTS

C57-1 The provisions herein contained on pages 1 through 52, the Salary Agreement signed by the University and the Union, which is a document not necessarily attached to this Agreement, nor printed within this Agreement, and the Appendices, as well as such agreements reached by parties pursuant to the provisions of Article C56 (SUPPLEMENTAL AGREEMENTS) constitute the entire Agreement between the parties.

RATIFICATION

C58-1 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

- C59-1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1991.
- C59-2 1. If either party desires to reopen negotiations on economic matters (defined below) during the term of this Agreement, it shall, sixty (60) calendar days prior to June 30, 1989, give notice of this desire. If such notice is given, the other party shall enter into negotiations on the economic matters. If either party shall give notice, or if any party giving notice withdraws the same, this 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, Hospitalization Insurance, Dental Insurance, Vision Insurance, Life Insurance, Fee Refunds, Longevity Pay, Wage Rate and matters not included in the Agreement which are considered of an economic nature in the labor field.
- C59-3 2. 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.
- C59-4 3. 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 in the nature of the amendment or 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 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.

C59-5 4. Notice of Termination Modification

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 Relation's Director, or to any such address as the Union or the University may make available to each other.

EFFECTIVE DATES

- C60-1 1. The increases in salary shall take effect June 26, 1988.
- C60-2 2. The improvement in the amount the University pays toward the cost of Hospitalization and Surgical Insurance shall take effect on July 1, 1988.
- C60-3 3. The remainder of the provisions of this Agreement will take effect on the date this Agreement is signed by both parties.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: January 19, 1989

CENTRAL MICHIGAN UNIVERSITY

LOCAL UNION 6888:

Edward B. Jakubauskas
Edward B. Jakubauskas, President

Rosalyn N. Nedry
Rosalyn N. Nedry, President

Maxine Tubbs
Maxine Tubbs, Director of
Employee Relations

Cindy Rubingh
Cindy Rubingh, 1st Vice-
President

Barbara Wilson
Barbara Wilson, International
Representative

Paul Mastos
Paul Mastos, Director of
Region I-D

Leonard J. Paula
Leonard J. Paula, Coordinator
Technical, Office & Professional Dept.,
UAW International Union

CENTRAL MICHIGAN UNIVERSITY
BARGAINING TEAM:

LOCAL UNION 6888
BARGAINING TEAM:

- C. Crawford
- J. Davis
- S. Holtgreive
- K. Johnson
- M. Simkins
- T. View

- S. Gaunt
- P. Hohlbein
- K. Jacque
- J. McClain
- C. Rubingh
- F. Skowneski

Clerical Classification Process

LETTER OF AGREEMENT

Requesting a Study

Employees who feel their positions are not appropriately classified complete a Request for Classification Study form and a Job Content Questionnaire. These forms are obtained in the Personnel Services Office.

Once the forms are completed by the employee, they are given to the supervisor. The supervisor completes the request form and signs the questionnaire within two (2) weeks of receipt from the employee. The forms are then sent to the appropriate reviewing authority for signature. The reviewing authority sends the forms to the Personnel Services Office.

A Wage & Salary Administrator compares the duties and responsibilities outlined in the questionnaire to determine if they are appropriate for the current classification of the position. In cases where the information is insufficient to make such a determination or where there are questions, the Administrator contacts the employee and/or the supervisor as necessary.

A recommendation is made to the appropriate Vice President indicating whether a study appears warranted.

If the study is approved by the Vice President, it is conducted as soon as possible in the order received.

If the study is denied, the employee is notified in writing by the Vice President.

The Vice President may disagree with the recommendation of the Personnel Services Office and approve that a study be conducted.

In cases where the Vice President denies a study recommended by the Personnel Services Office, the Wage & Salary Administrator works with the supervisor to insure that the duties and responsibilities assigned to the employee involved are appropriate for the pay level.

Appealing the Denial of a Study

If a study is denied, the employee may file an appeal in writing (within ten (10) working days of receipt of notification that the

study is denied) to the Manager of Compensation. The employee may request an extension of this time frame from the Manager of Compensation.

The appeal is then heard by the Classification Committee. The Classification Committee consists of three (3) representatives from the Personnel Services Office and three (3) representatives from the Union employee group as designated by the Union.

The Committee meets within two (2) weeks after receiving the appeal. At the meeting, the employee presents his/her rationale for requesting the study.

The Committee then agrees, by majority vote, whether or not the study should be conducted.

If the Committee feels a study should be conducted, the request is forwarded to the Personnel Services Office and placed on the pending study list. The Personnel Services Office will notify the employee of this action within ten (10) working days.

If the Committee feels the study was appropriately denied, the employee will be notified by the Personnel Services Office within ten (10) working days.

If the Committee cannot agree, the appeal will be heard at a Special Conference consisting of three (3) representatives from the Union and the Regional Director or his/her representative and three (3) representatives from the University. The employee will be notified of the results of the Special Conference by the Director of Employee Relations or his/her designee within ten (10) working days of the Conference.

Classification Study

The Wage & Salary Administrator assigned to the study reviews the questionnaire submitted by the employee. An interview is held with the employee to discuss their duties and responsibilities in greater detail and to clarify any items in the questionnaire. A meeting is also held with the supervisor to discuss the position and how it fits into the overall departmental structure. The Wage & Salary Administrator may then conduct an on-site review if determined necessary in the interview process. This consists of the employee showing examples of duties performed or other items difficult to explain or include in the questionnaire.

The Wage & Salary Administrator reviews the information obtained and determines how these duties and responsibilities compare to those of benchmark positions classified at the current and other pay levels. Previous studies are also reviewed for comparison.

Wage & Salary Administrators may discuss their findings and recommendations to insure consistency in the process.

A recommendation as to whether the position is appropriately classified, or if a change should be made, is forwarded to the Director of Personnel Services and the Vice President responsible for that area. When the recommendation is approved, the Wage & Salary Administrator calls the employee to explain the results of the study. The employee also receives a letter from the Manager of Compensation confirming the results of the study.

Appealing the Results of a Study

The process for appealing the results of a study is the same as the process for appealing the denial of a study.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: June 26, 1988

CLERICAL STAFF BENEFITS REPRESENTATIVE

LETTER OF AGREEMENT

Clerical Staff Benefits Representative

This letter is to make a matter of record the fact that during the negotiations connected with the 1979-1982 Agreement, it was agreed that the Clerical Staff Association may designate a benefits representative. The individual so designated will arrange to be briefed by the Benefits Section of the Office of Personnel and Staff Relations so as to assist the Association in answering questions from its members.

FOR THE ASSOCIATION:

Janice C. Greenlund
[Signature]
Margie A. Farnsworth
Patricia M. DeLearoy Ogg
Sharon A. Horgan

FOR THE UNIVERSITY:

[Signature]
[Signature]

10/12/79
(date)

APPENDIX C

Reduced Work Schedule

LETTER OF AGREEMENT

During 1988 negotiations, the University and the Union agreed to discontinue the voluntary reduced work schedule program. It was further agreed that any employee currently participating in the program will be grandfathered. Any employee affected by this Agreement shall notify Employee Relations by October 1, 1988 in order to continue on the program.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: June 26, 1988

APPENDIX D

Wage Structure and Longevity Program

LETTER OF AGREEMENT

The parties agree to establish a joint committee to study the present wage structure and longevity program. This committee shall be composed of no more than three (3) representatives of Local 6888 and the UAW International Union and representatives of Central Michigan University.

This committee shall begin meeting in February 1989, and shall finalize recommendations for the economic reopener in July, 1989.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: July 13, 1988

APPENDIX E

Health Care Committee

LETTER OF AGREEMENT

In order to provide quality health care in the most cost effective manner, the parties agree that all alternatives to traditional health care should be carefully explored. In order to monitor the existing health care plan as well as to develop alternatives, the parties hereby establish a joint UAW-Employer Health Care committee.

This committee shall consist of no more than three (3) representatives of Local 6888 and the UAW-International Union and representatives from the University.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: July 13, 1988

APPENDIX F

Slide Progressions

LETTER OF AGREEMENT

It is agreed between the University and the Union that the University will meet with the Union prior to implementing any slide progressions. The Union will provide input prior to the creating or implementing any slide progression positions in the bargaining unit.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/ _____
Rosalyn N. Nedry, President

/s/ _____
Maxine Tubbs, Director of
Employee Relations

Dated: June 3, 1988

APPENDIX G

Supercare

LETTER OF AGREEMENT

Upon behalf of the employees we represent, we agree to replace MESSA Super Med I and MESSA Super Med II with MESSA Supercare I and MESSA Supercare II as health coverage options. Also, that the Blue Cross-Blue Shield Low Option and Blue Cross-Blue Shield High Option plans will be changed to include similar cost containment features. It is our understanding that this plan change will occur as soon as possible and requires the approval of all employee groups.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: July 13, 1988

APPENDIX H

Regarding New Technology

LETTER OF AGREEMENT

The University and the Union recognize the expansion of electronic technology on the Central Michigan University campus, including VDU's, word processing machines, and other devices.

The University hereby confirms that the procurement of such equipment is not for the purpose of eliminating bargaining unit work.

The University will give notice to the Union prior to the introduction of such equipment, if reasonable and practicable.

The University and the Union agree to establish a joint committee to discuss the impact of the introduction of automation or equipment that may result in making existing skills obsolete, and the development of mutually beneficial training programs for bargaining unit employees to improve other existing skills or to develop new skills so that the employees may better serve the University.

The Committee will consist of no more than three (3) representatives of the Union and three (3) representatives of the University. The Committee will begin meeting by October 1, 1988.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

Dated: June 26, 1988

APPENDIX I

Release Time for Union President

LETTER OF AGREEMENT

It is agreed between the Union and the University that the President of the Union will be allowed release time with pay for two (2) hours a day, Monday through Friday each work week. 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 must have prior approval of his/her supervisor or designee and the Director of Employee Relations. Negotiation sessions are exempt from this policy.

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

FOR THE UNION:

FOR THE UNIVERSITY:

/s/
Rosalyn N. Nedry, President

/s/
Maxine Tubbs, Director of
Employee Relations

June 26, 1988

INTERPRETATION OF SECTION 11-4

CENTRAL MICHIGAN UNIVERSITY

PERSONNEL & STAFF RELATIONS

August 24, 1982

Mrs. LaRae Parker
President
C.M.U. Staff Association
Clarke Historical Library
Campus

Dear Mrs. Parker:

During the recent negotiations between the C.M.U. Staff Association and the University, Section 11-4 of the current Collective Bargaining Agreement was discussed extensively. The Association and the University agreed to the existing language in Section 11-4. The Association stated that there had not been any recent problems with the interpretations of the particular section of the contract, however, the Association wishes to make clear to the University that it may not agree with the University's interpretation of Section 11-4, with respect to what is a grievable matter under that contract provision. It is understood that the University and the Association retain their respective positions with regard to the interpretation of Section 11-4.

Sincerely yours,

A handwritten signature in cursive script that reads "T. Stoner".

T. Stoner, Associate Director
Personnel & Staff Relations

TS:ao

APPENDIX K

Deduction of Union Dues

LETTER OF AGREEMENT

The problems associated with being able to comply with section 8 of the current collective bargaining agreement, due to the change in the way dues are calculated, were discussed in detail in recent negotiations.

Within thirty (30) days following ratification of the current agreement, the University will deduct .0063% of total biweekly gross from each clerical employee for Union dues.

The Union has agreed that future changes in the amount of Union dues will become effective thirty (30) days after the contract is ratified.

FOR THE UNION:

FOR THE UNIVERSITY:

/s/

Rosalyn N. Nedry, President

/s/

Maxine Tubbs, Director of
Employee Relations

Dated: July 13, 1988

APPENDIX L

Verification of Eligibility for
Funeral Leave

June 20, 1988

TO: Supervisors, Directors, and Department Chairs
FR: Maxine Tubbs, Personnel
Emma Curtiss, Payroll
RE: Verification of Eligibility for Funeral Leave

During recent negotiations with the Clerical Association, a concern was raised relative to current process for verification of eligibility for funeral leave. To prevent any future or potential problems in this area, this memo outlines the process which will be followed:

The department needs to specify the relationship of the deceased to the employee who is being paid funeral leave on the time and attendance (T&A) sheet.

If the relationship is not specified on the T&A, 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.

If you have any questions about this process, please contact Payroll.

MT/rs

APPENDIX M

Use of Temporary Employees

June 7, 1988

Ms. Maxine Tubbs
Acting Assistant Vice President
for Human Resources
Rowe Hall
Campus

Dear Ms. Tubbs:

During the recent contract negotiations, the use of temporary employees (Paragraph C4-5) was discussed. It is understood that the Union will monitor the use of temporary employees by the University.

The Union and University recognize that the use of temporary employees, beyond the time limits specified by the contract, is an appropriate subject for the Special Conference procedure (Paragraph C11-1).

Sincerely,

/s/

Rosalyn N. Nedry
President, CMUSA

cc: Robert Taylor

APPENDIX N

Agency Fee Payer Objection Policy

International Union, UAW ("UAW") has approved the following Policy governing objections by UAW-represented public employee nonmember agency fee payers to expenditure of their Service Fees for purposes not related to the costs of exclusive representation.

1. The Service Fee chargeable to nonmember agency fee payers in the unit(s) to which this Policy applies shall be an amount determined in accordance with this Policy. Such amount shall be calculated as a percentage of the Union dues and fees uniformly charged as membership dues for UAW members in the same bargaining unit.

2. The UAW's fiscal year is the calendar year. The UAW's Fee Year shall run from July 1 to July 1 of the following calendar year.

3. At the end of each fiscal year, the UAW's expenditures shall be reviewed in order to establish, on a prorata basis, what portion of UAW expenditures were expended on matters related to the costs of exclusive representation (the "Chargeable Amount"). The International Union, UAW will then prepare, by the 15th of May following the close of each fiscal year, a report setting forth the results of this review with respect to that previous fiscal year (the "Report"). The methods of determining the Chargeable Amount and the allocation of UAW expenditures contained in the Report will be verified by a Certified Public Accountant. Such Report will thereafter be mailed by the UAW to the last known address of each nonmember agency fee payer to which this Policy applies.

4. Each July 1, the Service Fee charged to nonmember agency fee payers will be determined for the Fee Year commencing on that day. The Service Fee so charged will be equal to that portion of Union dues determined to be the Chargeable Amount as described in Paragraph 3 of this Policy.

5. Any nonmember agency fee payer who claims that the Chargeable Amount determined in the Report was not properly calculated or was not in accordance with the standard set forth in Paragraph 3 of this Policy may object to the UAW's determination of the Chargeable Amount reflected in the Report. Such an objection shall be commenced by filing such objection in writing

with: Agency Fee payer Objection Administration, International Union, UAW, 8000 E. Jefferson, Detroit, Michigan 48214. Any such objection must be filed no later than the 30th day of June following issuance of the Report required by Paragraph 3 of this Policy. The objection shall state the basis for the claim that the Chargeable Amount as set forth in the Report is not in accord with the standard set forth in Paragraph 3 of this Policy.

6. All objections filed pursuant to Paragraph 5 of this Policy will be referred to an impartial decisionmaker. Until further notice, all such appeals shall be referred by the UAW to the American Arbitration Association ("AAA"), pursuant to its "Rules for Impartial Determination of Union Fees effective June 1, 1986." The UAW will have the authority to have any or all such appeals consolidated before the impartial decisionmaker selected by the AAA. The impartial decisionmaker shall issue his or her determination as to the appeals within sixty (60) days of the filing of the last appeal so consolidated. The impartial decisionmaker's jurisdiction shall be limited to determining whether the Chargeable Amount determined by the UAW with respect to the appellants is in accord with the standard set forth in Paragraph 3 of this Policy. The determination of the impartial decisionmaker shall be final and binding.

7. Immediately upon receiving any objection pursuant to Paragraph 5 of this Policy, the UAW will deposit an amount of money equal to the Service Fees to be charged during that Fee Year to the objecting nonmember agency fee payer in an interest-bearing escrow account maintained by Comerica Bank. Money so deposited will remain in the escrow account and will not be made available for the UAW for any use until distribution in accordance with the determination of the impartial decisionmaker as described in Paragraph 6.

8. For the purposes of this Policy, "file", "filing", and/or "filed" means receipt by the recipient designated herein, after mailing by first class mail.

9. UAW reserves the right to further amend or modify this Policy, as it deems appropriate, to comply with then-applicable law, or to terminate this Policy, if permitted by then-applicable law.

APPENDIX 0

Changes in Agency Fee Payer Objection Policy

LETTER OF AGREEMENT

The parties agree that if the UAW makes changes to its Agency Fee Payer Objection Policy, set forth in Appendix N of this Agreement, the University may object to those changes. The University's objection will delay the University's obligations to enforce Article C7 until the parties reach agreement on such changes.

FOR THE UNION:

1st Rosalyn N. Nedry
Rosalyn N. Nedry, President

FOR THE UNIVERSITY:

1st Maxine Tubbs
Maxine Tubbs, Director of
Employee Relations

Dated: February 20, 1989

APPENDIX P

Longevity

LETTER OF AGREEMENT

During recent negotiations the University and the CMU Staff Association agreed to eliminate quarter calculations for determining longevity for employees with part-time service. Those employees presently in the longevity system whose payment was calculated on a quarterly basis will be grandfathered and continue to receive longevity in this manner:

Linda Boak	92%
Evelyn Goffnett	71%
Karen Lewis	87%

All other employees will be eligible for longevity as outlined in the contract.

FOR THE UNION

FOR THE UNIVERSITY

/s/
Rosalyn N. Nedry

/s/
Maxine Tubbs

Dated: December 7, 1987

FOR REFERENCE ONLY – NOT AN OFFICAL CONTRACT DOCUMENT

FAMILY ILLNESS FUND (Guidelines/Revised
August, 1988)

Committee Members:
Sue Martin (3177), Chair
Office: Moore 333
Jean McClain (3277)
Rosemary Thelen (3442)
Nancy Benaske (3094)

1. Eligibility:
 - a. Upon employment
2. Purpose:
 - a. To be used for CATASTROPHIC (life-threatening) care/need of a parent, spouse, child, parent-in-law, grandchild, brother, sister, or any family member living in the home of the employee:
 1. Up to 40 hours (maximum) at the employee's rate of pay, per employee, for a 12 month period (July 1 - June 31) for parent, spouse, or child.
 2. Up to 8 hours (maximum) at the employee's rate of pay, per employee for a 12 month period, for parent-in-law, grandchild, brother, sister, daughter-in-law, son-in-law, or any family member living in the home.
 - b. To be used as care/need for any illness of a parent, spouse or child;
 1. Up to 8 hours (maximum) at the employee's rate of pay, per employee, for a 12 month period. Written verification may be required.
NOTE: A cap of \$2,000 is established for the section (2-b-1) of the fund. Requests are on a first-come basis.
 - c. To be used in surgery-related situations
 1. Up to 8 hours (maximum) for care/need in addition to the day of surgery (8 hours) which is covered under section 2-a (life-threatening), at the employee's rate of pay, per employee for a 12 month period.
3. Criteria
 - a. Amount of money in the fund. If the fund is depleted, no further requests can be granted. Membership will be kept informed of usage.
 - b. Usage will be for care/need of specified family member. Illness for which time is requested must be life-threatening (i.e., heart attack, surgery, cancer and its various treatments, and similar life-threatening conditions.) Chronic illness such as bronchitis, arthritis, asthma, flu, measles or other children's diseases will not be considere in and of themselves, unless other circumstances would make them life-threatening **EXCEPT AS PROVIDED FOR IN SECTION 2-b-1 ABOVE.**
 - c. Previous requests from the fund by member.
4. Procedure:
 - a. Supervisor's approval must be obtained for the time off prior to being off.
 - b. Requests should be made in writing to the Family Illness Fund Committee. (Forms are available from committee members.)
 - c. Requests should be made within 24 hours of returning to work and, during the pay period in which hours are to be used to the chairperson.
 - d. Upon approval, the employee will inform the supervisor and notification will be sent to Personnel and Payroll for processing, with a copy to supervisor and to employee.

*Effective: September 1, 1988

CLERICAL
WAGE RATE SCHEDULE
1988-89

Pay Level		Minimum	Step 2*	Maximum
C-2	A	\$10,462.40	\$11,419.20	\$13,624.00
	H	5.03	5.49	6.55
C-3	A	\$11,814.40	\$12,896.00	\$15,392.00
	H	5.68	6.20	7.40
C-4	A	\$13,353.60	\$14,580.80	\$17,388.80
	H	6.42	7.01	8.36
C-5	A	\$15,080.00	\$16,473.60	\$19,635.20
	H	7.25	7.92	9.44
C-6	A	\$17,035.20	\$18,595.20	\$22,193.60
	H	8.19	8.94	10.67

(A) Annual

(H) Hourly

Probationary Employees: A probationary employee will receive 3% below the regular rate established for that employee.

*Hiring-in formula does not allow new hires to exceed Step 2.

Effective: June 26, 1988

BENEFITS IN BRIEF-CENTRAL MICHIGAN UNIVERSITY
CLERICAL STAFF - REGULAR & PROVISIONAL EMPLOYEES
JULY 1988

APPENDIX S

BENEFIT	WHO PAYS	WHEN ELIGIBLE	WHAT YOU RECEIVE
HEALTH PLAN	OMU (& possibly You depending on plan elected)	Upon Employment	May choose from OMU Self-funded health Plan #1, two Blue Cross plans (High or Low Option), MESSA SC-1 or SC-2 or Blue Care Network a health maint. organization. (Formerly GHS - not recommended for employees not located within reach of a BGN facility.). The University contributes a max. of \$72.29/mo. for one person, \$168.86/mo. for two persons and \$211.00 full family. If the plan cost is less than the Univ. contribution the bal. (less Univ. contribution for Soc. Sec.) will be added to your bi-weekly pay. A payback of \$15/pay (less FICA) is available if no plan is needed.
DENTAL INSURANCE	OMU	Upon Employment	Plan covers 100% of diagnostic and preventive care (exams, cleaning, etc.) and 50% of restorative work (fillings, crowns, bridges, etc.) with a max. benefit of \$1000 per family member per year. Orthodontia covered at 50% with a lifetime max. of \$1000.
VISION CARE	OMU	Upon Employment	The plan pays 100% of reas. & cust. charges for exams, lenses & frames through participating doctors. Non-participating doctors fees may not be fully covered. Special rules apply to contact lenses. The plan provides the service once in a 12 mo. period for each eligible employee. Plan covers EMPLOYEES ONLY.
LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT	OMU	Upon Employment	Insurance in an amount equal to the employee's annual base sal. up to the next \$1000. Additional Accidental Death & Dismemberment benefits equal to the amount of life insurance.
SUPPLEMENTAL LIFE INSURANCE	YOU	Upon Employment (coverage in 2 mo.)	May purchase up to \$60,000 additional term life ins. over a period of time without evidence of insurability.
SHORT TERM DISABILITY INCOME INSURANCE	YOU	1st of Mo. Following Employment Date	May enroll for short term disability income ins. if enrolled in MESSA health ins. or MESSA term life ins. programs. Contact the Benefits Office for details.
LONG TERM DISABILITY PROG.	OMU	Upon Employment	After 90 calendar days of disability accumulated in any 12 consecutive months, or upon expiration of accumulated sick leave, if later, monthly payments of 60% of monthly earnings subject to a max. monthly benefit of \$1500. Payments continue for 2 yrs as long as unable to perform regular occupation, & continue to age 65 if unable to perform any occupation for which the employee is reasonably suited. Contact Benefits Office for details.
TRAVEL ACCIDENT INSURANCE	OMU	Upon Employment	Additional \$100,000 in benefits for total disability or death resulting from accidents which occur while traveling on University business.
RETIREMENT	OMU	Upon Employment	Employees are covered under Mich. Public School Employees Retirement System. Pension is based on a percentage of average salary multiplied by yrs. of service (fully vested after ten (10) yrs.).
TAX DEFERRED ANNUITIES 403(b)	YOU	Upon Employment or Anytime Thereafter	A portion of the employee's current salary may be deferred through the purchase of annuities.
PAID VACATION*	OMU	After 1 yr. of Employment (see clerical contract)	1st yr. & 2nd yr. - 15 days per fiscal yr. 3rd thru 15th yr. - 20 days per fiscal yr. Thereafter - 22 days per fiscal yr.

CLERICAL STAFF - Continued

BENEFITS	WHO PAYS	WHEN ELIGIBLE	WHAT YOU RECEIVE								
PAID SICK LEAVE*	OMU	Upon Employment	Time off with pay for personal incapacitating illness or injury granted to full-time bargaining unit members based on yrs. of service in the bargaining unit as follows: <table style="margin-left: 40px;"> <tr> <td>1 year = 13 days</td> <td>5 years = 65 days</td> </tr> <tr> <td>2 years = 26 days</td> <td>6 years = 78 days</td> </tr> <tr> <td>3 years = 39 days</td> <td>7 years = 91 days</td> </tr> <tr> <td>4 years = 52 days</td> <td>8 and up = 130 days</td> </tr> </table>	1 year = 13 days	5 years = 65 days	2 years = 26 days	6 years = 78 days	3 years = 39 days	7 years = 91 days	4 years = 52 days	8 and up = 130 days
1 year = 13 days	5 years = 65 days										
2 years = 26 days	6 years = 78 days										
3 years = 39 days	7 years = 91 days										
4 years = 52 days	8 and up = 130 days										
PAID HOLIDAYS*	OMU	Upon Employment	Six (6) National Holidays plus the day after Thanksgiving & the four days between Christmas and New Years.								
FAMILY ILLNESS FUND	YOU	Upon Employment	A fund has been established to pay the salary for employees entitled to utilize the fund for family illness. The Clerical Union administers the program.								
FUNERAL LEAVE*	OMU	Upon Employment	Pay for up to 3 working days in the event of death of immediate family member or relative living in same household. Please refer to contract for designated family members. Pay not to exceed 1 day per occasion in the event of death of aunt, uncle, niece, or nephew of employee.								
PERSONAL LEAVE*	OMU	Upon Employment	Paid personal leave days are earned on the basis of one (1) personal leave day for each four (4) months of employment in the fiscal year.								
MILITARY LEAVE	OMU	Upon Employment	Approved leave of absence to employees who belong to the National Guard, Officers Reserve Corps or similar military organization for active duty not to exceed fifteen (15) days in a calendar year. The University will pay the difference between the employee's military pay & regular pay, if the military pay is less.								
PAID JURY DUTY	OMU	Upon Employment	Full pay for reg. scheduled hrs. of work missed, less what the court pays you.								
LONGEVITY	OMU	Seven Yrs. after Employment & Annually Thereafter (Hourly ONLY)	Lump sum bonus paid annually after anniversary date of employment. Payments are as follows: <table style="margin-left: 40px;"> <tr> <td>7-11 yrs. of service</td> <td>\$ 500</td> <td>17-21 yrs. of service</td> <td>\$1100</td> </tr> <tr> <td>12-16 yrs. of service</td> <td>\$ 800</td> <td>After 22 years</td> <td>\$1400</td> </tr> </table>	7-11 yrs. of service	\$ 500	17-21 yrs. of service	\$1100	12-16 yrs. of service	\$ 800	After 22 years	\$1400
7-11 yrs. of service	\$ 500	17-21 yrs. of service	\$1100								
12-16 yrs. of service	\$ 800	After 22 years	\$1400								
PARKING PRIVILEGES	OMU	Upon Employment	Registration and parking decals furnished without cost for one (1) motor vehicle.								
TUITION PLAN**	OMU	Upon Employment	Tuition credit of up to six (6) credit hrs. per semester at Mt. Pleasant campus tuition rates for employee, dep. child, and/or spouse. Max. of 24 credit hrs. per calendar yr. (Not applicable to registration fees or special fees.) Copy of plan available at Benefits Office.								
TRAVEL ALLOWANCES	OMU	Upon Employment	Reimbursement for mileage, lodging, and meals (subject to current maximums) as well as other related travel expenses as approved when traveling for Univ. Bus.								
SOCIAL SECURITY BENEFITS	OMU & YOU	Upon Employment	Monthly payments at retirement or in case of total disability.								
WORKERS' COMPENSATION	OMU	Upon Employment	Financial aid for work-related illness or injury.								
SAVINGS BONDS	YOU	Upon Employment	U.S. Savings Bonds may be purchased through payroll deduction.								

*PART-TIME REGULAR AND PROVISIONAL CLERICAL STAFF EMPLOYEES RECEIVE THESE BENEFITS PRORATED ACCORDING TO THE PERCENTAGE THEIR APPOINTMENT IS OF FULL-TIME. THEY RECEIVE ALL OTHER BENEFITS AS LISTED.

**HALF-TIME REGULAR AND PROVISIONAL EMPLOYEES RECEIVE FULL TUITION FOR UP TO 3 CREDIT HOURS PER SEMESTER. EMPLOYEES WORKING MORE THAN HALF-TIME ARE CONSIDERED THE SAME AS FULL-TIME FOR PURPOSES OF THIS PLAN.

IF YOU HAVE QUESTIONS ABOUT YOUR BENEFITS CONSULT YOUR CLERICAL STAFF CONTRACT OR CONTACT THE BENEFITS OFFICE, 116 ROWE, 774-3661.

July, 1988

Memorandum of Understanding

It is agreed between the University and the International Union, UAW, that when an employee objects to the Agency Fee Payor Policy, he/she will satisfy the Union security provision by paying in lieu of periodic dues and initiation fees, sums equal to such dues and initiation fees to one of the below listed charitable funds.

The designated charitable funds are:

The Salvation Army
1215 East Fulton
Grand Rapids, MI 49503

American Red Cross
402 South University
Mt. Pleasant, MI 48858

Community Cancer Services
P. O. Box 36
Mt. Pleasant, MI 48858

It is further agreed that each such employee will pay the sums equal to such dues and initiation fees to the Union and a like amount will be transferred to the designated charitable fund by the Union.

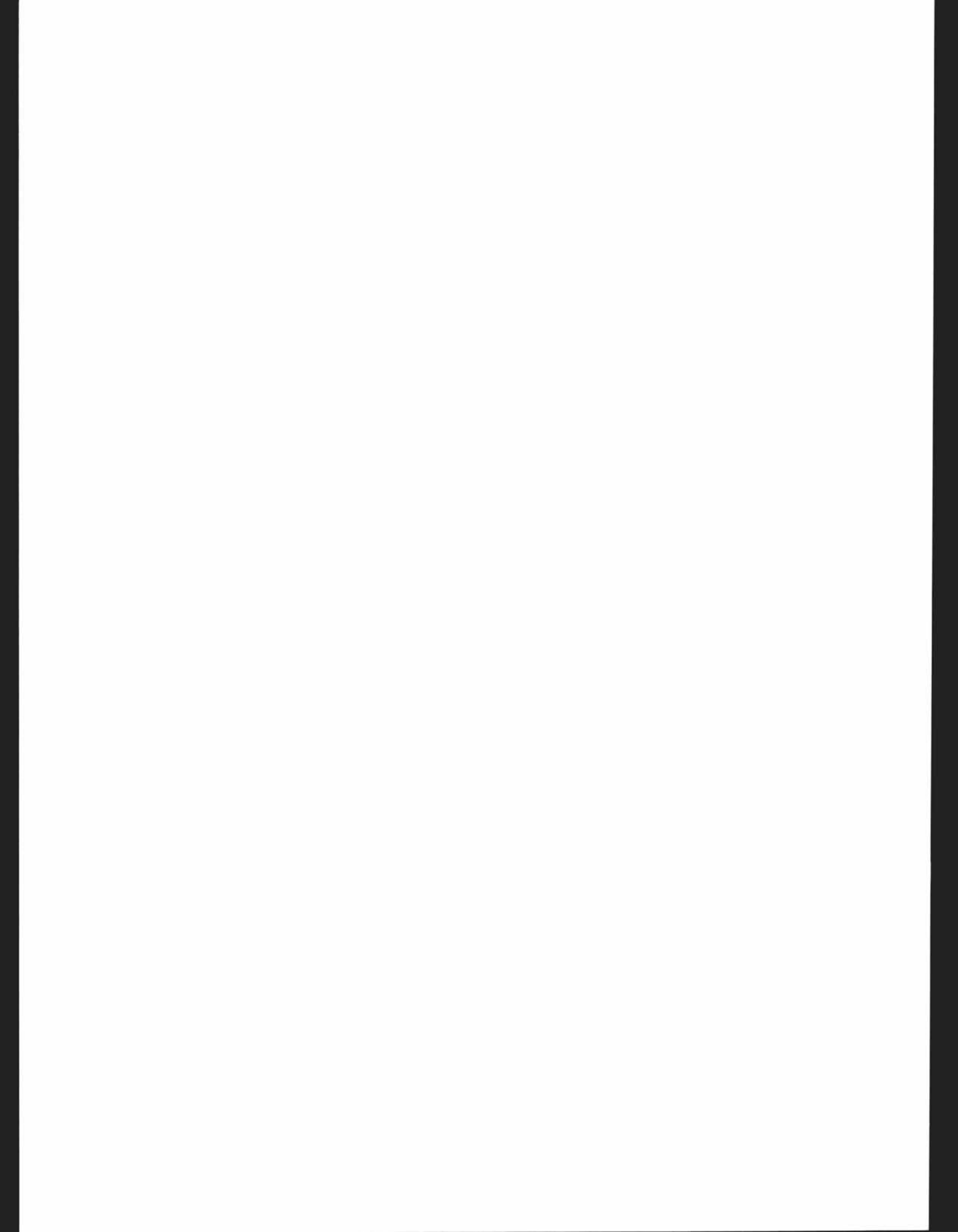
FOR THE UNIVERSITY:

/s/ Maxine Tubbs
Maxine Tubbs, Director of
Employee Relations

FOR THE UNION:

/s/ Rosalyn N. Nedry
Rosalyn N. Nedry, President

Dated: February 20, 1989



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