

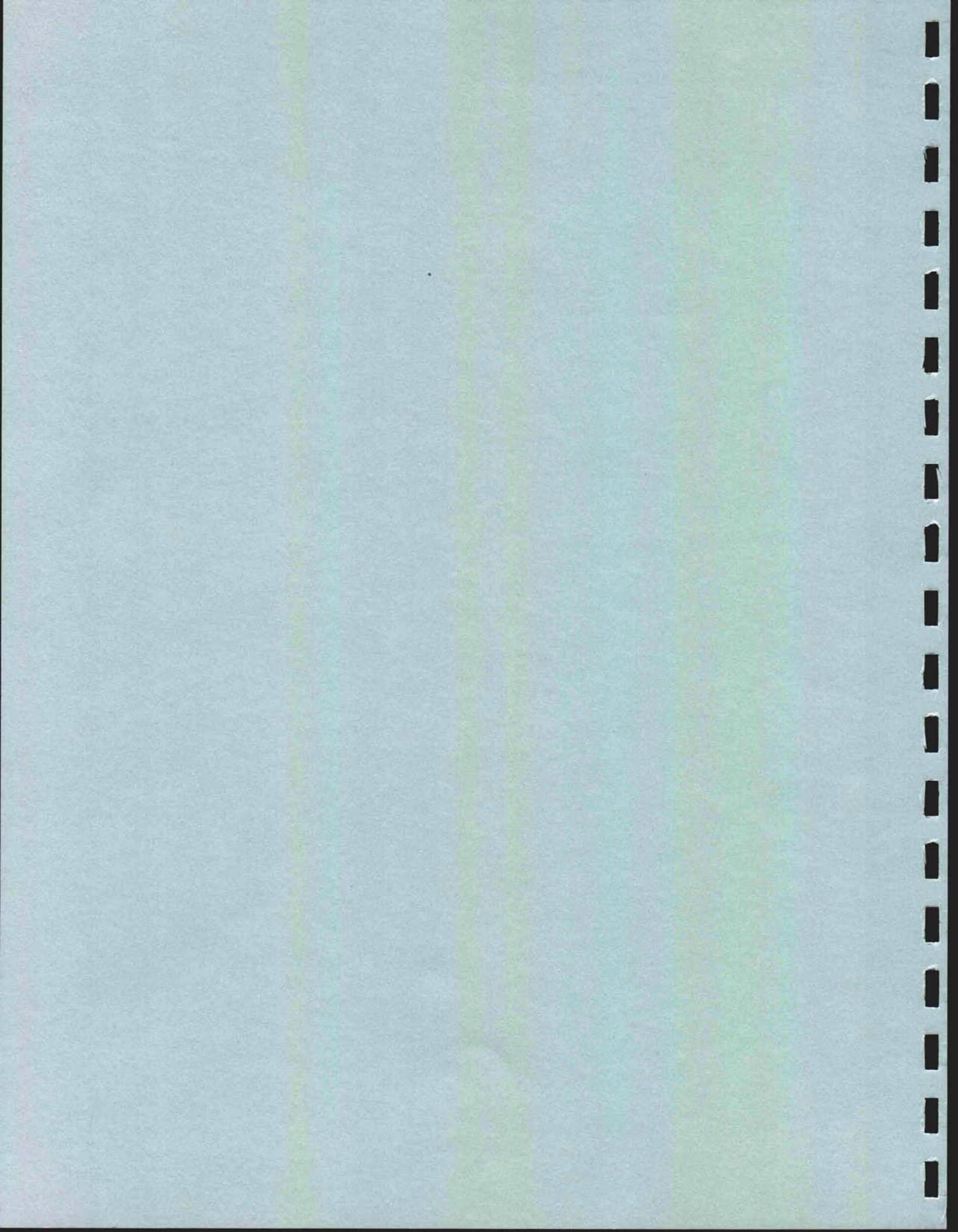
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AGREEMENT BETWEEN  
CENTRAL MICHIGAN UNIVERSITY  
AND  
SUPERVISORY-TECHNICAL ASSOCIATION  
MEA  
1994-1997

*Central Michigan University*







An Agreement

Between

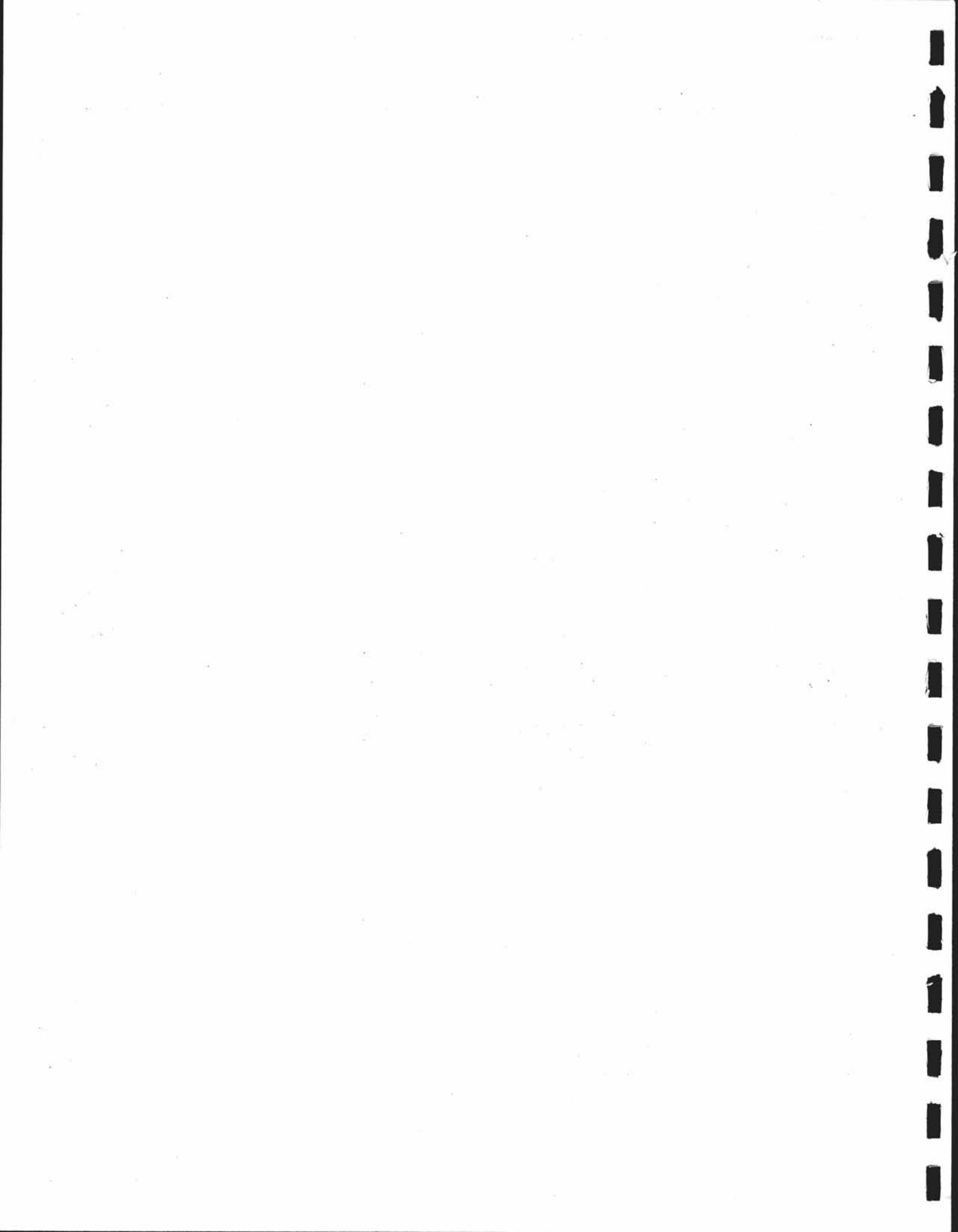
CENTRAL MICHIGAN UNIVERSITY

and

SUPERVISORY-TECHNICAL  
ASSOCIATION

MEA-NEA

1994-1997





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

## S-0-1 PREAMBLE

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

## S-1-1 AGREEMENT

This Agreement is entered into this 19th day of June, 1995, between the Board of Trustees of Central Michigan University, being the constitutional and statutory board of control of Central Michigan University (hereinafter referred to as "Employer") and the Supervisory-Technical Association/MEA-NEA of Central Michigan University (hereinafter referred to as "Association").

## S-2-1 DEFINITIONS

### a. Regular Employee

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

### b. Provisional Employee

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

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

No provisional appointment shall exceed two (2) years. Any provisional appointment that exceeds (2) years shall become a regular appointment.

During the first two (2) calendar years, a provisional employee shall have all rights and benefits of the Agreement except the right to bump as specified in S-18-2 through S-18-4.

Any employee in a provisional position on June 30, 1991 shall be exempt from these provisions and shall have all rights and benefits of the Agreement.

c. Temporary Employee

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

d. Full-Time Employee

A full-time employee is an employee who is normally scheduled to work a minimum of forty (40) hours per week on a continuing basis. This includes employees on recurring appointments that are less than twelve (12) months in duration.

e. Part-Time Employee

A part-time employee is an employee who is normally scheduled to work less than forty (40) hours per week and at least twenty (20) hours per week on a continuing basis.

f. Probationary Employee

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

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

During the probationary period, at least two (2) written evaluations shall be made by the immediate supervisor at thirty (30) and sixty (60) days, and these written reviews shall become part of the employee's personnel record.



These reports are designed to protect the rights of the employee and the Employer by making both parties aware of the individual's progress.

g. Seniority

For persons employed as ST employees at the University prior to September 2, 1982, seniority will be calculated from their University hire date.

For persons hired as ST employees after September 1, 1982, seniority will be calculated from the date they entered the ST bargaining unit.

S-3-1

RECOGNITION

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

S-3-2

All regular and provisional full-time and regular and provisional part-time Supervisory-Technical employees (as shown in the current Classification List in Appendix D which will be updated annually with one (1) copy sent to the Association President) of Central Michigan University, located in Mt. Pleasant, Michigan, excluding employees occupying positions of a confidential nature, those employees who are on the Student Employees' Assistance Payroll or its equivalent, Executives, Senior Administrative Officers, Administrative Officers, Clerical employees, Maintenance and Food Service employees, Public Safety employees (Police Officers, Sergeants and Service Officers), Public Broadcasting employees, off-campus employees (i.e., not in Mt. Pleasant) and temporary employees.

S-4-1

RIGHTS OF THE EMPLOYER

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

S-4-2

The Employer reserves and retains solely and exclusively all rights to manage, direct and supervise the Employer's work force including, but not limited to, the right to hire, discipline, suspend, discharge, promote, demote, reclassify, transfer, or layoff employees; or to reduce or increase the size of the working force or to make reasonable judgments as to the ability and skill of employees or to schedule hours and shifts, or determine the standards for University work, methods, processes, means and materials to be used in accomplishing the constitutional purposes for which the University is organized except as expressly

limited by this Agreement. In no event shall the terms of this paragraph in any way limit the constitutional mandates placed upon the University.

**S-5-1**      ASSOCIATION RIGHTS

The Association shall be notified of, and maintain the right to discuss, all personnel transactions which pertain to positions within the ST bargaining unit; such as, but not limited to, new positions, transfers, promotions, demotions, vacancies, alterations in job descriptions, hiring of temporary employees, and decisions not to fill a vacant position.

**S-5-2**      In the event of a temporary reorganization of more than one (1) month or a permanent reorganization of a department, division, etc. that changes the wages, hours, terms and conditions of employment of ST Bargaining unit member(s) the parties shall meet to review and discuss the implementation of the reorganization at least one (1) week in advance of the implementation. Except in an emergency, the employee shall be given a two (2) week notice when reorganizations result in a change in their hours of work. Longer notice will be considered and practiced whenever the Employer considers it practical to do so.

**S-5-3**      The Association will be allowed, as in the past, to use the University mail system for distributing Association materials and may schedule through the appropriate office, meeting rooms for Association business as long as University policies and procedures are followed. If there is a cause for concern, a Special Conference will be convened to discuss the matter.

**S-5-4**      The University shall not change the duties and responsibilities of a bargaining unit member with a resultant lower pay level and classification as a part of the disciplinary process. It is understood, however, that it may be necessary on occasion to change an employee's job duties and responsibilities to more effectively serve the changing needs of the University. In such case, the affected bargaining unit member shall be involved in discussion(s) prior to any changes taking place and shall have the opportunity to call for a Special Conference to discuss options and concerns.

**S-5-5**      An employee may request from the Compensation section of Staff Personnel Services a current copy of his/her job description. Whenever job descriptions are revised, Compensation will provide new copies to the employee and the Association.

**S-5-6**      Supervisory-Technical employees shall not be supervised by maintenance, dining service, or clerical employees.

**S-6-1**      PAYMENT FOR ASSOCIATION REPRESENTATION

In accordance with the terms of this Article, each bargaining unit member at the conclusion of the probationary period shall, as a condition of employment, join the Association or pay a service fee to the Association.

**S-6-2**      Association Members

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

**S-6-3**      Service Fee Payers

Bargaining unit members not joining the Association shall pay a service fee to the Association as required by law.

**S-6-4**      Bargaining unit members shall be exempt from the requirements of this article, provided: (1) they are contributing members of a bona fide religious body or sect whose established tenets prohibit financial support to a union organization and (2) the bargaining unit member sends written notification to the Association of such objection together with supporting evidence within sixty (60) consecutive calendar days of the beginning of an academic semester. Bargaining unit members who meet the two (2) requirements specified above shall be granted such exemption and shall be required as a condition of such exemption to pay an amount equivalent to the service fee required of non-members of the Association to a University student scholarship fund at Central Michigan University.

**S-6-5**      Employees covered by this Agreement who were employed by the Employer on or before September 1, 1982, and who have continued employment since that date and were not members of the Association at the time it became effective, will have free choice as to whether or not they will pay the dues or service fees described above without adversely affecting their continued employment within the unit. Bargaining unit employees who are members of the Association on or after June 17, 1983, shall remain members in good standing as a condition of their employment.

Employees covered by this Agreement who were employed by the Employer on or after June 17, 1983, shall be required as a condition for continued employment to either pay the periodic dues or pay a service fee equal to that portion of the periodic dues assessed by the Association which are apportioned to the costs of negotiating the Collective Bargaining Agreement and proceedings to administer the same.

**S-6-6**      If the employee refuses to pay the service fee, once the service fee has been determined in accordance with applicable legal standards set forth in court decisions, the Association may make a written request to the Employer to terminate the employee, with a copy to the employee. Upon receipt of such request, the Employer shall give the affected employee ten (10) working days notice of intent to terminate and give the employee the opportunity to cure the deficiency. If the employee has not paid the amount due the Union at the end of the ten (10) working days, the Employer will terminate the employment of the employee.



S-6-7

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

S-7-1

#### DEDUCTION OF ASSOCIATION DUES

a. Payment by Deductions

During the life of this Agreement, the Employer agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct monthly membership dues and service fees in an amount established by the Association, proportionately each pay period, from the wages due all members of the Association and the bargaining unit who individually and voluntarily give the Employer written authorization to do so and shall forward such dues to the Treasurer of the Association at an address furnished in writing to the Payroll Office by the Association on or before the seventh (7th) day after each pay date. Such written authorization shall continue for the duration of this Agreement unless the bargaining unit member gives written notice of termination to the Employer and the Association at least fifteen (15) days prior to any pay period of this Agreement. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Association dues from any bargaining unit member's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association as set forth above.

b. Deductions

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

c. Delivery of Executed Authorization of Payroll Deduction Form

A properly executed copy of such Payroll Deduction Authorization for each bargaining unit member for whom the Association membership dues or service fees are to be deducted hereunder shall be delivered to the Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have

been properly executed and are in effect. Any Payroll Deduction Authorization which is incomplete or in error will be sent to the Treasurer of the Association by the Employer.

d. When Deductions Begin

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

e. Refunds

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

f. Termination of Deduction

A bargaining unit member shall cease to be subject to deductions beginning with the pay period immediately following the month in which the bargaining unit member is no longer a member of the bargaining unit. The Association shall be notified by the Employer of the names of such bargaining unit members following the end of the pay period in which the termination took place.

g. Disputes Concerning Deduction

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

h. Limit of the Employer's Liability

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

i. List of Members Paying Dues Directly

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

**S-8-1** SPECIAL CONFERENCES

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

**S-9-1** GRIEVANCE PROCEDURE

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

**S-9-2** Definition of Grievance

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

**S-9-3** The Association Chairperson or designee shall be allowed time off the job without loss of time or pay to investigate, reduce to writing, or present grievances which the Association is to discuss or has discussed with the University, upon having received permission from the Association representative's supervisor to do so. The supervisor will grant permission and provide sufficient time to the Association Chairperson or designee to leave work for these purposes subject to necessary emergency exceptions. The privilege of the Association Chairperson or designee leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling

of grievances and will not be abused; the Association Chairperson or designee will perform regularly assigned work at all times except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

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

**S-9-5** The Association may bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or supplemental agreements thereto, other than one which is in process under Article 9. An Association grievance shall be filed by the Association President or designated representative beginning at Step Two (2) of the Grievance Procedure provided the grievance is submitted to the office of Employee Relations at the latter of either of the following two (2) time periods: a) fifteen (15) working days following the occurrence of the event giving rise to the grievance or b) fifteen (15) working days following the date on which the Association should have known of the facts giving rise to the grievance.

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

**S-9-7** Step One

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

**S-9-8** Step Two

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

the employee's immediate supervisor by Employee Relations. The written grievance shall include:

- a. the person or persons who the grievant feels performed or failed to perform the act or made the decision causing the situation about which the grievant feels aggrieved,
- b. the change or circumstance or lack of change which affected the grievant,
- c. the provisions in this Agreement which the grievant feels have been violated,
- d. all other facts pertaining to the matter which show or tend to show that this Agreement is not being followed, and
- e. the relief requested.

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

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

**S-9-9**      Step Three - Mediation

If the Association is not satisfied with the answer at Step Two (2) of the grievance procedure, the Association (Grievance Committee) may submit the matter to mediation by notifying Employee Relations in writing that the answer to the grievance is not satisfactory to the Association and the Association is requesting mediation. Such notice must be received in Employee Relations within fifteen (15) working days of the University's Step Two (2) grievance answer in order to be properly referred for mediation. The Association and the Employer must mutually agree in writing to submit the matter to mediation.

A representative of Employee Relations must contact the mediator within ten (10) working days of receipt of the request to mediation.

**S-9-10**      Mediator's Role

It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the Employer or the Association.

**S-10-1**      ARBITRATION

If the Association is not satisfied with the answer at Step Two (2) of the Grievance Procedure (or does not wish to accept the recommendation by the



mediator - if the grievance has been referred to that step) then the Association (Grievance Committee) may submit the matter to arbitration by notifying Employee Relations in writing that the answer is not satisfactory to the Association and the Association is requesting arbitration. Such notice must be received in Employee Relations within either fifteen (15) working days of University's Step Two (2) grievance answer or within fifteen (15) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.

**S-10-2**      Selection of Arbitrator

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

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

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

**S-10-3**      Pre-Arbitration Conference

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

**S-10-4**      Fees

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

**S-10-5**      Arbitrator's Power

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator in deciding a case where the arbitrator feels there is a conflict between the Agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the Agreement provisions which are not in the written terms of the Agreement;

nor shall the arbitrator substitute the arbitrator's discretion for that of the Employer; nor shall the arbitrator exercise any responsibility or function of the Employer.

**S-10-6**      Finality of Decisions

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

**S-10-7**      Time Limits

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

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

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

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

**S-10-8**      Withdrawal of Cases

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

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

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

**S-12-1**      PERSONNEL FILE

An employee's personnel records are confidential and will be treated as such. The maintenance of such files is primarily for administrative use. However, the Employer will honor an employee's request to examine and discuss the contents of any of the employee's personnel files with a representative of Staff Personnel Services or the department, within two (2) working days, pursuant to Bullard-Plawecki.

Materials of an evaluative or disciplinary nature shall only be kept in personnel files located in Staff Personnel Services, one (1) file maintained by the immediate supervisor and/or one (1) file located at either the

Department/Division/Dean/Vice President level.

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

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

S-12-2 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than three (3) years previously. Evaluative and disciplinary materials which have a date of origin for more than three (3) years shall not be made available in any selection process or disciplinary action. On an individual basis, the Employer will consider requests for removing disciplinary materials from an individual employee's personnel file prior to the three (3) year time frame set forth above.

S-13-1 PHYSICAL EXAMS/TESTS

Physical exams or tests shall not be required of members of the bargaining unit, except when there is a question of the employee's ability to perform the work. In the event the employer requests that an employee have a physical exam or test, such request shall be in writing and shall include the specific reasons the exam or tests are being requested.

S-13-2 If the employer is not satisfied with the results of the exam or tests, the employer may request one (1) additional opinion. The employer shall have the right to select the individual administering the exams or tests. The Employer shall pay all costs associated with such exams or tests that are not covered by insurance.

S-14-1 DISCHARGE OR DISCIPLINE

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

S-14-2 The Employer agrees to promptly notify the employee and the Association of any written disciplinary or discharge measures taken against the employee.

S-14-3 No bargaining unit member shall be disciplined or discharged without just cause nor without being accorded due process.

**S-14-4** An employee shall be advised of his/her right to have an Association representative present in any meeting where a disciplinary matter or a matter which may lead to disciplinary action is to be discussed between an employee and his/her supervisor. Such a request will be granted. However, exceptions may be made to this provision when immediate action is taken by the Employer to remove an employee from the premises in cases involving substance abuse, violence, stealing, or willful destruction of property. The Association Chairperson will be notified of action taken in these cases.

**S-14-5** Investigations

The Employer shall conduct its investigation in a manner so as to provide the employee with due process. The employee shall be informed of the investigation and shall have the opportunity to suggest individuals to be contacted by the employer as part of its investigation. This notice requirement will not apply where it would impede the administration of justice in a criminal investigation, or those initiated by an outside state, federal or professional agency. The Employer shall complete its investigation within three (3) calendar months from the date the Employer notified the employee of its intent to conduct an investigation. Should the Employer need additional time to complete its investigation, it will notify the employee and Association what additional time is required and the reasons the additional time is needed.

**S-15-1** JOB VACANCIES

A vacancy shall be defined as a newly created position, a present position that is not filled, or any position anticipated to be open in the near future for any reason such as, but not limited to, retirement, resignation, etc., if the Employer intends to fill the position. The job vacancies shall be announced by Staff Personnel Services in the official University Newsletter and posted on a bulletin board outside Staff Personnel Services. A copy of the job vacancy will be sent to the Association's Chairperson. The notice of vacancy shall contain the following information: (a) position available, (b) minimum qualifications, (c) compensation paid for the position - range, and (d) location of position.

**S-15-2** Bargaining unit members who possess the necessary training, minimum posted qualifications, and physical qualifications for the job shall be given consideration for vacant positions within the bargaining unit. In areas where protected classes are under-represented, the Employer will weigh the hiring of the preferred bargaining unit member within the context of the University's Affirmative Action Plan. The Employer shall provide, upon request, documentation substantiating targeted Affirmative Action positions.

**S-15-3** The Employer shall determine at the earliest possible time whether a position will be filled. If a position is officially eliminated, the Employer will notify the Association within five (5) working days of the decision. The Association may request a Special Conference to discuss this matter.

- S-15-4 Once a position has been posted with an established application deadline date, the position will be filled at the earliest possible time. The Employer shall notify the Association of situations where unforeseen circumstances may impede the normal selection process.
- S-15-5 Employees who have supervised students or temporary employees should so note on their application material so that it may be taken into consideration in the screening process.
- S-15-6 The Employer shall provide to the Association a log listing the persons who applied for each vacancy, and the name of the recommended candidate prior to extending a job offer.
- S-15-7 It is understood that employees, with their supervisor's permission, may be given release time for the purpose of bidding on positions available at the University. Employees may also be given, with their supervisor's permission, release time to interview for the positions. It is understood that supervisors shall be reasonable for granting such requests.
- S-15-8 In the event of a job opening where shift work is a factor, all employees in the same classification shall have the right to apply for a transfer to the shift in question with the employee having the most seniority in that classification being granted the transfer upon approval of the appropriate administrator. If the transfer is not granted, reasons for the denial shall be provided to the Association and the employee.
- S-15-9 A bargaining unit employee who is promoted or transferred shall be granted a trial period of thirty (30) working days to determine:
- a. his/her ability to perform the work, and
  - b. his/her desire to remain in the position.
- S-15-10 During the thirty (30) working day trial period, the Employer shall give the employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee does not desire to remain in the new position or is unable to perform the work, he/she shall have the opportunity to revert back to his/her former position. If the work of the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Association.
- S-15-11 An employee who has not been in his/her position for at least one (1) year will not be eligible to bid on vacant positions. This excludes shift changes and situations where the employee was involuntarily placed in the employee's current position.



S-15-12 During the trial period, employees will receive the pay rate of the job they are performing.

S-15-13 Any ST bargaining unit member who is on Worker's Compensation, on leave of absence, or is on layoff, who so applies, shall be given consideration for vacated or newly created regular or provisional positions within the ST bargaining unit, providing they meet the minimum qualifications for the position.

S-15-14 Americans With Disabilities Act Compliance

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

RECLASSIFICATION, TRANSFER, & PROMOTION

S-16-1 Requesting a Study

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

Reclassification requests will be studied in the following priority order:

- 1) Vacant positions or newly created positions
- 2) Positions affected by reorganizations
- 3) Ad Hoc requests
  - a) Initiated by supervisors
  - b) Initiated by employee during "window period" each March 1 through 15

Reclassification requests must be in the form of a completed position information questionnaire (PIQ) signed by the position incumbent and/or by the supervisor of the position. If the PIQ is completed by the position incumbent, the completed PIQ must be signed by the position supervisor.

The supervisor must respond to the PIQ by communicating a recommendation for approval to Staff Personnel Services/Compensation & Benefits, or not approving the statement of duties.

S-16-2 Conducting the Study

Staff Personnel Services/Compensation will conduct a classification review of the position. Prior to writing a classification recommendation, Staff Personnel Services will contact the position's supervisor to discuss the findings of the study. If there are significant concerns based upon the discussion with the supervisor,

Staff Personnel Services will conduct additional follow-up and study of the position.

Staff Personnel Services/Compensation will provide a written classification recommendation of the position to the reviewing authority. The reviewing authority must approve or disapprove the recommendation. The effective date for any classification or salary change is the date the PIQ is received in Staff Personnel Services/Compensation.

**S-16-3**      Downgrades

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

**S-17-1**      RESIGNATION

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

All employees are encouraged to give to his/her supervisor at least two (2) weeks notice of his/her intent to terminate or retire from employment.

**S-18-1**      LAY-OFF PROCEDURE

An ST employee shall be given a minimum of thirty (30) calendar days written notice of layoff. Longer notice will be provided whenever possible. A copy of this notification shall be transmitted immediately to the Association Chairperson.

**S-18-2**      Within the Department

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

- a. Temporary ST employees
- b. Probationary ST employees
- c. Provisional ST employees
- d. Regular ST employees

- S-18-3** An employee laid off pursuant to S-18-1, shall have the right to replace less senior bargaining unit members as described in S-18-4 provided the employee meets the qualifications for the position into which the employee is bumping.
- S-18-4**
- a. To a vacancy in the same classification and pay level in the bargaining unit.
  - b. To replace the least senior employee in the same classification and pay level in the bargaining unit.
  - c. To a vacancy in another classification in the same pay level in the bargaining unit, or the employee may elect to move to a vacancy at any lower pay level.
  - d. To replace the least senior employee in another classification in the same pay level in the bargaining unit.
  - e. To replace the least senior employee in another classification at the next lower pay level in the bargaining unit.
  - f. Repeat step e until all pay levels have been exhausted.
- S-18-5** For the purposes of the employer's determination and judgement as to who meets the "qualifications," the employee must possess the qualifications as described in the most recent job description on file prior to the written notice of layoff.
- S-18-6** Employees shall not increase their employment status when exercising their rights under S-18-4. Employee shall be offered, but not required to accept a position with a lesser employment status, i.e., 3/4 time, 1/2 time which is not equivalent to the employment status of their position at the time of the reduction.
- S-18-7** A permanent employee who bumps into a provisional position shall maintain his/her "permanent" status until a regular position for which he/she qualifies is awarded to him/her.
- S-18-8** The position which is vacated by an ST employee who is laid off will not be filled for a period of three (3) years unless it is first offered to the laid-off employee. An employee who refuses such an offer to return to his/her former position and who is not otherwise employed at the University, shall be considered to have resigned from University employment.
- S-18-9** An employee who, due to reduction or reallocation of the work force, is required to accept a lower classified position, shall be restored to the former classification held prior to the reduction or reallocation of the work force when a vacancy for which he/she is qualified occurs in his/her previous classification.
- S-18-10** An ST employee who is laid off will be eligible to participate in employee benefit programs in the same manner as an employee who is on a leave of absence without pay. (Please consult Benefits Office for additional information.)

- S-18-11 An ST employee who has been laid off and is recalled to work to a position within the bargaining unit within three (3) years will be credited with continuous service.
- S-18-12 An ST employee who is laid off will be added to the Newsletter mailing list and be considered an internal applicant for positions at the University for a period of three (3) years after the layoff.
- S-18-13 An ST employee who is laid off will receive a letter from the Employer which indicates that his/her layoff was not a result of unsatisfactory performance.
- S-18-14 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) working days from receipt of notice to report to work.
- S-18-15 If proposed layoffs have a potential to adversely impact upon Affirmative Action goals, the Association and the Employer shall meet to discuss the issue.

S-19-1 SUBCONTRACTING

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

- S-19-2 It is not the intent of the Employer to use temporary, relief, or student employees to prevent the growth of the ST Unit nor to displace bargaining unit members.

- S-19-3 When student help, temporary, and relief employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by the employee in the bargaining unit on an overtime basis, provided the bargaining unit employee is available, qualified, and able to perform the work.

S-20-1 HOURS OF WORK

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

- S-20-2 The normal work week shall consist of five (5) consecutive eight (8) hour days, except as provided for elsewhere in this Agreement.

- S-20-3 Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the regular work day, except for part-time employees.

- S-20-4 If it is necessary to adjust an employee's schedule on a short term basis, the employee may choose to work overtime or accept a temporary schedule adjustment. The Employer will notify the Association of any temporary schedule adjustments of more than twenty (20) consecutive work days, except those covered under the University Flextime Policy.
- S-20-5 When temporarily changing the schedule of an employee to cover another shift, the Employer shall ask for a volunteer from employees within that classification within that department. The volunteer with the most seniority shall be given the assignment. If there are no volunteers, the assignment shall be equally rotated among all the employees in the affected classification within that department.
- S-20-6 If it is necessary to change an employee's work schedule (outside the parameters of the University Flextime Policy), the Employer agrees to meet with the affected employee to explain the specific reason(s) for the change. The Association shall be notified. The Employer agrees to not make any arbitrary or capricious work schedule change(s).
- S-20-7 The Employer and the Association must mutually agree prior to implementation of any flexible work schedule which exceeds eight (8) regular work hours in any given day.

S-21-1 REST PERIODS

Employees may take a rest period of fifteen (15) minutes for each half-day (1/2) of work. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

HIGHER CLASSIFICATION WORK

S-22-1 Within the Group

If an ST employee, at the direction of his/her supervisor, temporarily works in a higher classification within the ST employee group for at least four (4) hours in a day by performing the work of another employee, the employee shall be paid either four percent (4%) over the employee's regular base wage or the minimum rate for the higher classified position (whichever is higher) for the period in which the higher classification work is performed.

S-22-2 Outside the Group

If an ST employee works in the place of an Administrative-Professional or Faculty position, the ST employee shall be compensated an additional four percent (4%) over the employees regular base wage provided that:



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

S-22-3 Whenever additional or different duties/responsibilities normally performed by members of another employee unit are given to a ST bargaining unit member for more than thirty (30) calendar days, the Association shall be so notified.

S-22-4 Higher Classification Pay will not be used when the additional work assignment exceeds thirty (30) calendar days. Compensation will calculate an appropriate temporary wage adjustment for individuals who serve in an interim or acting capacity for over thirty (30) calendar days. The ending date of the interim or acting assignment shall be identified at the beginning of the appointment and will not be extended to exceed a total of two (2) years.

S-22-5 Once a classification study request is approved for study, the employee will not be eligible for higher classification pay or acting pay for duties and/or responsibilities being used as the basis for the classification study.

S-23-1 SHIFT DIFFERENTIAL

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

S-23-2 The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m. An employee whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one in which the employee commences the day's work, shall be paid shift differential for the day based on the later shift.

S-23-3 If it is necessary to change an employee's shift, the Employer agrees to meet with the affected employee to explain the reason(s) for the shift change. The

Employer agrees to not make any arbitrary or capricious shift change(s).

S-24-1

OVERTIME

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

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

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

S-24-2

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

S-24-3

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

S-24-4

Supervisors shall not call employees at home to answer questions except in extreme emergencies.

S-25-1

ASSOCIATION EDUCATIONAL LEAVE

Leaves of absence (with pay) will be granted to those bargaining unit members who are elected or selected by the Association to attend meetings of the Association or to take advantage of educational opportunities offered by the Association. Thirty (30) working days per year shall be allocated to the bargaining unit for Association educational leave purposes. Anyone employed in the bargaining unit shall take no more than seven (7) working days of leave per year unless additional time is granted by the Director of Employee Relations, or designee. It is understood that individual employees must have the permission of Employee Relations for the purpose of taking this leave in addition to selection by the Association.

S-25-2 Release time of four (4) hours per week will be granted for the purpose of Association business by Association officers to be divided at their discretion, with the understanding that the time taken will not disrupt their normal work.

S-25-3 The Employer also agrees that paid release time shall be granted in a reasonable manner for Association officers, area representatives, and committee members to conduct investigations of problems or grievances which have been brought to the attention of the Association, attendance at Special Conferences, participation in University-sponsored committee meetings, and the preparation and distribution of Association notices.

S-25-4 It is further recognized that, if additional paid release time is necessary and the request is made to the Director of Employee Relations, or designee, the Employer shall be reasonable in granting such additional paid release time requests. On occasion, permission may also be granted by the Director of Employee Relations, or designee, for Association officers, representatives, or their designated bargaining unit member(s) to leave the University campus to conduct Association business.

S-25-5 Additional Association time may be granted upon the approval of Employee Relations.

S-25-6 Union officers agree to use release time in a reasonable manner and shall coordinate release time with their supervisor prior to using release time when they handle Union business during their work hours.

S-26-1 LEGAL HOLIDAYS

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

S-26-2 Each employee not on leave of absence or layoff who is scheduled to work on any such holidays shall be paid for eight (8) hours at the employee's regular straight time rate of pay, provided that:

- a. Such employee is and has been on the active payroll of the Employer at least one (1) day immediately preceding the holiday involved.
- b. Such employee works or is excused from the employee's scheduled workday immediately preceding and the employee's scheduled workday immediately succeeding the holiday involved.

S-26-3 An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

S-26-4 Whenever one of these holidays falls on a Saturday or on a scheduled day off in the employee's work week, and the employee does not work on this day and no other day is observed as a holiday by the Employer, the employee will receive

an additional day off at a time agreeable to both the employee and his/her immediate supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

**S-26-5** If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of projected terminal leave.

**S-26-6** An employee normally working less than forty (40) hours per week and at least twenty (20) hours per week on a regular/provisional basis shall be entitled to holiday benefits prorated on the basis of the proportion of the position to full-time employment.

**S-26-7** Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight time rate for all hours worked that day and will also be paid for an additional day at their straight time rate in lieu of the holiday.

**S-27-1** ADDITIONAL HOLIDAYS (Applicable to regular and provisional employees only)

Regular and provisional ST employees will receive the day after Thanksgiving Day, and the four (4) days between December 25 and January 1 of the following year as additional holidays.

Those regular or provisional 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.

ST regular and provisional employees who are required to work on an additional holiday will be paid the employee's regular straight time rate for the day and will receive an additional day off during the University fiscal year at a time agreeable to both the employee and his/her immediate supervisor.

**S-28-1** FAMILY AND MEDICAL LEAVE

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

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

## PERSONAL LEAVE

### S-29-1

#### With Pay

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

New employees who hire before January 1 are eligible to receive a full grant for the remainder of the fiscal year. New employees hired after January 1 are eligible for half of the grant for the remainder of the fiscal year.

This type of leave may be used in units of one (1) hour or more. At time of termination ST employees will be paid for any earned but unused personal leave time. Personal leave cannot be carried over from one fiscal year to the next.

### S-29-2

#### Without Pay

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

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

Staff members may make application for leave by submitting a written request on Form P-8 stating the reason for the request. The Employer will respond to written requests for leave of absence within ten (10) working days of receipt of the request and all necessary information. In the event the employee's request is denied, the employee shall be provided the specific reasons for the denial in writing, such denial shall not be arbitrary or capricious.

### S-29-3

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

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

If reinstatement to the employee's former position is not guaranteed at the time the leave is approved, the employee must be the successful bidder on a vacant



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

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

ST employees may make arrangements to continue appropriate fringe benefits at their own expense during their leave. Consult the Benefits section of Staff Personnel Services for additional information on this topic.

**S-30-1**      FUNERAL LEAVE

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

**S-31-1**      MEDICAL LEAVE

To request a leave of absence without pay due to illness, injury or disability, an employee must complete a Leave of Absence Form (BS-8). Requests for medical leaves are not normally requested until the employee has exhausted his/her paid sick leave. The employee requesting the medical leave must provide medical verification to Staff Personnel Services. Similarly, before employees return from such leave, employees must provide a physician's statement relative to their fitness for work to Staff Personnel Services. Medical leave without pay will normally be for a maximum of two (2) years. In unusual circumstances, Staff Personnel Services may consider extending the leave beyond two (2) years.

**S-32-1**      SICK LEAVE

Regular and provisional full-time ST employees shall accrue sick leave at the rate of eight and sixty-seven one-hundredths (8.67) hours each month (thirteen (13) days per year maximum accrual). Part-time ST employees shall accumulate sick leave in proportion to the relationship of their appointment to a full-time ST position.

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

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

- S-32-2 An employee who is receiving Worker's Compensation as a result of a work injury incurred at Central Michigan University may choose to supplement his/her compensation with his/her sick leave, but total dollars received may not exceed his/her normal bi-weekly gross pay.
- S-32-3 A full or part-time employee may use his/her sick leave days during any period in which he/she is scheduled to be on the payroll for absences due to employee illness, injury, and doctor or dentist appointments. Pregnancy is treated the same as a disability during the period in which the employee's physician certifies that the employee is unable to work.
- S-32-4 Sick leave days shall not be used for illness of family members.
- S-32-5 ST employees shall exhaust or use a minimum of ten (10) days of vacation time for time off due to illness when he/she has exhausted his/her sick leave days.
- S-32-6 Sick leave can be used in units of one-half (1/2) hour or more.
- S-32-7 An employee who has used up all of his/her sick leave and vacation may choose to incur a deficit of up to thirty (30) days in their sick leave account to be paid at fifty percent (50%) of the employee's regular wage rate. Any deficit will be deducted from future sick leave accruals after the employee's return to work.
- S-32-8 An employee who has chosen not to incur a sick leave account deficit, or who has reached the allowable sick leave account deficit, will be removed from the payroll until he/she reports back to work.
- S-32-9 Transition for members of ST bargaining unit at the time the contract is ratified will be as follows:
1. Bargaining unit members whose University service date is after July 1, 1990, will have their starting sick leave balance determined by taking their number of years of University service seniority times one hundred four (104) hours less the actual number of sick leave hours used during the aforementioned time period.
  2. Bargaining unit members whose University service date is prior to July 1, 1990, will have their starting sick leave balance determined by taking their number of years of University service (from July 1, 1990) times one hundred four (104) hours less the actual number of sick leave hours used during the aforementioned period plus their number of years of University service (prior to July 1, 1990) times the difference between one hundred four (104) hours and the average number of sick leave hours used since July 1, 1990. The average number of hours will be calculated based on an individual employee's actual number of hours used up to one hundred four

(104) hours per year.

NOTE: There will not be a starting sick leave balance less than forty (40) hours.

**S-33-1**      MEDICAL INFORMATION

The University may require employees desiring sick leave benefits or returning to work from a medical leave of absence or workers' compensation, to file medical verification with Staff Personnel Services.

Prior to requesting an employee to provide medical verification, the Employer shall inform the employee of the specific reasons as to why the medical verification is being requested. Until acceptable medical verification is received, sick pay will not be authorized.

Medical verification shall consist of a physician's statement which contains diagnosis, prognosis, and an anticipated duration of the illness/injury. In the event the University has reason to believe that the employee is not following a prescribed treatment plan, the University may request verification that the employee is following the prescribed treatment plan.

**S-33-2**      Medical verification will be maintained separate from the employees personnel file.

**S-34-1**      FAMILY ILLNESS FUND

The Employer shall establish a Family Illness Fund at \$900.00. It is the intent of the parties that annually the sum of \$900.00 shall be added to the Fund on each July 1, and that unused sums of money in the Fund shall carry over into future years. The Fund shall be utilized as follows:

- a.    The sum of money set aside shall be held by the Employer and used to pay the salary of an employee entitled to utilize the Fund for family illness.
- b.    The Association shall form a committee to establish guidelines for and administer this Fund. (See Appendix A.)
- c.    The committee shall receive from Payroll a written quarterly report of Fund usage and balance.

**S-35-1**      MILITARY LEAVE

Short Tours of Duty

A regular or provisional full-time or part-time employee shall, upon request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service not to exceed

fifteen (15) consecutive calendar days in any calendar year with the following provisions:

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

S-35-2

#### Extended Service

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

Any employee returning from the armed forces may be required to pass a physical examination before returning to work. An employee returning within ninety (90) days of his/her release from military service should notify the Employer of the date he/she plans to return for employment.

S-36-1

#### JURY DUTY

Any regular and provisional full-time or part-time employee who serves on jury duty, or as a subpoenaed witness (but not as a party to the action), will be paid the difference between his/her pay for jury or witness fee and his/her regular pay. Such employee is expected to report for regular University duty when temporarily excused from attendance at court. If desired, vacation or personal leave time can be used for time off due to jury duty.

VACATIONGeneral

Any ST employee employed on a twelve (12)-month basis is entitled to a maximum of ten (10) days of vacation for his/her first two (2) fiscal years accrued at the rate of three and seven one-hundredths (3.07) hours per pay period while in an active pay status. Any ST employee with more than two (2) years of service through fifteen (15) years is eligible for fifteen (15) days per year accrued at the rate of four and sixty-one one-hundredths (4.61) hours per pay period. Any full-time ST employee with more than fifteen (15) years service is eligible for twenty (20) days vacation per year accrued at a rate of six and fifteen one-hundredths (6.15) hours per pay period. A regular or provisional part-time employee accrues vacation on a prorated basis according to the ratio of his/her position to a full-time position. An employee may not accrue vacation in excess of three hundred (300) hours in accordance with the standard University policy. Vacation is not accrued during periods when the employee is not on the active payroll. Temporary employees do not accrue vacation time.

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

Utilization

Use of vacation time is governed by the following conditions:

- a. It is expected that vacations will be taken at a time agreeable to both the employee and the Employer. A ten (10)-month employee will normally take his/her vacation(s) during the intervals in the year in which he/she is not scheduled to work.
- b. Vacation time may not be taken in units of less than one-half (1/2) day except as provided in the Faculty/Staff Tuition Plan.
- c. The last day worked is the termination date. Vacation cannot be used to extend the date of termination.
- d. If an employee terminates, voluntarily or involuntarily, prior to completing twelve (12) months of continuous service, such employee shall forfeit all rights to vacation time accrued to date of termination. An employee with less than twelve (12) months continuous service wishing to use vacation shall sign a form provided by the Employer which stipulates that should the staff member fail to complete the twelve (12) months continuous service, the Employer is authorized to deduct that amount of money equivalent to



pay received for the advanced vacation from the employee's final pay check.

Employees who terminate after completing twelve (12) months of continuous service and give two (2) weeks notice shall be entitled to a maximum payment for accumulated vacation time not taken of one hundred sixty (160) hours.

S-38-1

#### FACULTY/STAFF TUITION PLAN

All full and part-time regular and provisional employees in an active pay status on the first official day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Plan which covers tuition for classes offered through CMU.

The plan covers six (6) credit hours in any one (1) semester or session with a maximum of twenty-four (24) credit hours in any twelve (12) month period. Employees on half-time appointments are limited to three (3) credit hours in any one (1) semester or session with a maximum of twelve (12) credit hours in any twelve (12) month period.

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

Tuition waiver not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) of certain employee groups may take up to twelve (12) credit hours in both the fall and spring semesters. Tuition waiver is limited to six (6) credit hours in any summer session and still subject to the annual maximum of twenty-four (24) credit hours.

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

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

Details are available in the Benefits Section of Staff Personnel Services.

S-39-1

#### FLEXIBLE BENEFITS PROGRAM

All ST employees are eligible to participate in CMU Choices, the University's Flexible Benefit Program.

- S-39-2 In CMU Choices, each employee will have the opportunity upon hire to select from the options listed below. In non-bargaining years, open enrollment periods will be held to afford employees the opportunity to change their selections. Employees may make changes during the year if they have a family status change (birth, death, marriage, adoption, etc.). These changes must be made in the Compensation & Benefits Office/Staff Personnel Services within thirty (30) days of the event.
- S-39-3 Newly hired ST employees are eligible for medical and prescription drug coverage, flexible spending accounts and dependent life insurance immediately on date of hire. Dental, life insurance, and long-term disability become effective on the first day of the month following the date of hire. All benefits terminate on the last day of employment.
- S-39-4 If an employee's spouse is eligible for other health insurance coverage, the spouse must elect at least single coverage under that plan. If the employee and spouse both work for CMU, the employee may not elect duplicate coverage for themselves and/or their dependents, and they may not combine University contributions.
- S-39-5 If a full-time employee in the bargaining unit demonstrates that he/she is covered by the minimum amount of health insurance required by the Employer, and does not elect health insurance coverage through the Employer, the employee will receive a payback less FICA as required by law. Paybacks shall not be included in base salary.
- S-39-6 For additional information on CMU Choices and the rules governing the program, please refer to the enrollment workbook.
- S-39-7 During the first four (4) months of a leave of absence for illness or disability or during the first four (4) months while an employee in the bargaining unit is covered by Worker's Compensation, the Employer will continue to pay the Employer contribution toward the **health** insurance previously elected by the employee.

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
MEDICAL	4 Plans	Single Two Person Family No Coverage*	University contribution toward cost, see Appendix G	Employee may contribute toward cost with pre-tax dollars, see Appendix G
PRESCRIPTION DRUG	2 Plans	Same as Medical **	University contribution toward cost, see Appendix G	Employee may contribute toward cost with pre-tax dollars, see Appendix G
DENTAL	2 Plans	Single Two Person Family No Coverage	University contribution toward cost, see Appendix G	Employee may contribute toward cost with pre-tax dollars, see Appendix G
LIFE INSURANCE and AD&D***	5 Levels	Employee Only	University contribution toward cost, see Appendix G	Employee may contribute toward cost with pre-tax dollars, see Appendix G
LONG TERM DISABILITY	2 Plans	Employee Only	University contribution toward cost, see Appendix G	Employee may contribute toward cost with pre-tax dollars, see Appendix G
FLEXIBLE SPENDING ACCOUNTS	2 Plans		University does not contribute	Employee funds with pre-tax dollars
DEPENDENT LIFE INSURANCE	7 Options	Cover Spouse and/or Dependent Children	University does not contribute	Employee may purchase with post-tax dollars

\* Must show proof of coverage outside the University

\*\* Employees who have a medical plan, must select same level of coverage (single, two-person, or family) in one of the prescription drug plans. Employees who do not have medical coverage, cannot select one of the prescription drug plans.

\*\*\* Accidental Death and Dismemberment

**S-40-1**      TAX DEFERRED INVESTMENT OPPORTUNITIES

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

Employees may enroll at the beginning of any pay period. Additional information may be obtained through Compensation & Benefits/Staff Personnel Services.

**S-41-1**      TRAVEL ACCIDENT INSURANCE

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

**S-42-1**      STAFF EXCELLENCE AWARD PROGRAM

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

**S-43-1**      RETIREMENT

Plan

A provision of state law specifies that staff members who are compensated on an hourly basis are automatically participants in the Michigan Public School Employee's Retirement System (MPSERS). The employee contributes to the cost of the retirement program. Full details of the plan are provided in brochures available in the Benefits section of Staff Personnel Services. (Contact the Benefits section of Staff Personnel Services for current data relative to this topic.) Should state law change regarding mandatory participation in MPSERS, the University and Association agree to meet and bargain over those changes.

**S-43-2**      Insurance Coverage After Retirement

The Employer does not contribute toward the cost of any insurance coverage after termination of active employment. However, MPSERS retirees are eligible to participate in that system's Health Insurance Plan which is partially financed by the state. All retirees are eligible to convert his/her University group life

insurance to a private plan for which he/she would pay premiums directly to the carrier.

S-43-3

Retirement Service Award

(Not applicable to employees hired after March 1, 1976.) Upon retirement at age sixty (60) with ten (10) years of service at the University or at ages fifty-five (55) to sixty (60) if meeting the conditions for early retirement by the MPSERS and with ten (10) years of service at the University, an employee will receive a payment of one-and-one-half percent (1 1/2%) of his/her highest annual salary multiplied by his/her number of equivalent full-time years of service at the University, except that an employee who elects early retirement at age fifty-five (55) shall receive 55/60; at age fifty-six (56), 56/60, etc. For an employee hired prior to September 1, 1970, an alternate calculation will be made. His/her accumulated sick leave days which were "frozen" as of September 1, 1970 will be multiplied by two-thirds (2/3) and the product multiplied by his/her highest daily rate of pay. Whichever calculation yields the higher amount will be used.

S-44-1

LONGEVITY PAY

A regular or provisional employee employed by the University as of his/her anniversary date shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedules of payment:

- a. Longevity pay shall be computed according to the following schedule:

<u>Continuous Service</u>	<u>Annual Longevity Payment</u>
7 - 11 years of service	\$ 500.00
12 - 16 years of service	\$ 800.00
17 - 21 years of service	\$1,100.00
After 22 years	\$1,400.00

- b. After completion of seven (7) years of continuous 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 this article.
- c. Regular/provisional part-time employees 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 (i.e., employees who work twenty (20) hours per week are eligible for 20/40 or one-half (1/2) of the payment; employees who work thirty (30) hours per week are eligible for 30/40 or three-fourths (3/4) of the payment).



- d. Should the Employer request a mandatory or voluntary reduction of an employee's hours with no other change in the employee's position, longevity shall be computed at the same rate that existed before the reduction in hours.
- e. 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 have completed at least seven (7) years of service and 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.

- f. An employee 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 number of months worked as follows:

Prorated payments will be calculated as one half (1/2) or more of a month being considered as an entire month.

<u>Leave of Absence</u>	<u>Receive</u>
4 months 1 day	8/12
4 months 10 days	8/12
4 months 21 days	7/12

S-45-1

PARKING REGULATIONS

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 (1) car must register each car. Employees agree to abide by the University Parking and Traffic Ordinances. For further information, see "Parking and Traffic Regulations" obtainable in the Public Safety Office.

S-45-2

The Employer agrees to pay up to fifty dollars (\$50) toward the cost of registration fees and parking decals for one (1) motor vehicle for each bargaining unit member.

S-46-1

PERFORMANCE EVALUATIONS

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

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

S-47-1

TRAINING OR DEVELOPMENT OPPORTUNITIES

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

S-47-2

Training

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

S-48-1

SAFETY

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

S-48-2

Safety Equipment

a. Safety Shoes

If safety shoes are required for a bargaining unit member by the Employer, the Employer will pay the actual costs up to \$60.00 for the first year and \$60.00 for every two (2) years thereafter provided each pair is purchased from a vendor approved by the Employer, and provided each pair meets the safety requirements specified by the Employer.

b. Safety Glasses

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

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

S-48-2

Security Concerns

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

S-49-1

SUPERVISION

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

S-49-2

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

S-49-3 If an employee(s) sustains an injury on the job due to the employee's disregard of known safety procedures or instructions given by the supervisor, supervisors shall not be disciplined providing the supervisor made a reasonable effort to instruct and supervise the employee to insure proper safety procedures are being followed.

S-50-1 ALCOHOLISM OR OTHER DRUG ABUSE

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

S-50-2 The Association and the Employer jointly recognize that alcoholism and other chemical dependencies are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

S-50-3 A bargaining unit member, while participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol or other drug abuse provided that the employee complies with conditions of the program and the conditions specified in any agreement with the Employer.

S-50-4 The parties' concern is limited to alcoholism and other drug abuse problems which impair work performance.

S-50-5 The Employer agrees that any bargaining unit member who requests diagnosis or treatment for alcohol or other drug abuse problems will not jeopardize his/her job rights or job security, and that such request will be treated in a confidential manner.

S-50-6 When an administrator or supervisor observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator or supervisor, are due to alcohol or other drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview.

S-51-1 STRIKES

The Association, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect there will be no strikes, sit-downs, slow-downs, stoppages of work, boycotts, or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge. This provision

shall not be by way of limitation on the Employer's right to any other remedy under law for such violation. This section shall not be subject to the Grievance Procedure under this Agreement.

**S-52-1**      POLYGRAPH TESTS

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

**S-53-1**      PARTICIPATIVE MANAGEMENT

In a department where Participative Management is being utilized, the goal is to establish a communications process and foster a closer working relationship between the employee and supervisor.

**S-54-1**      ON-CALL

When the Telecommunications department administrative staff members are not available, the ST Telecommunications department employees may be required to be on call. In such cases the employee shall be compensated \$12.00 for week day duty and \$18.00 for Saturday/Sunday/Holiday duty.

**S-55-1**      VALIDITY

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

**S-56-1**      SUPPLEMENTAL AGREEMENTS

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

**S-57-1**      CONTRACT DOCUMENTS

Provisions herein contained on Pages 1 through 42, and A through J, (\*NOT LABELED "FOR REFERENCE ONLY"), constitute the entire Agreement between the parties.



**S-58-1**      TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1997.

**S-59-1**      WAGES AND EFFECTIVE DATES

Eliminate step system.

The wage range minimums will increase by two and one-half percent (2.5%) and range maximums by three percent (3%) for 1994-95, 1995-96 and 1996-97.

**S-59-2**      For 1994-95, two and eighty-two one-hundredths percent (2.82%) of ST base wages will be made available for across-the-board distribution and an additional one-half percent (.5%) of ST base wages will be made available for distribution based on merit. For 1995-1996, three and forty-two one-hundredths percent (3.42%) of ST base wages will be made available for across-the-board distribution and an additional one-half percent (.5%) of ST base wages will be made available for distribution based on merit. For 1996-97, two and eighty one-hundredths percent (2.80%) of ST base wages will be made available for across-the-board distribution and an additional one-half percent (.5%) of ST base wages will be made available for distribution based on merit.


**S-59-3**      Unless specified in the contract language, the provisions of this Agreement will take effect on the date this Agreement is signed by both parties.


**S-59-4**      The Flexible Benefits Program becomes effective upon ratification of this agreement or July 1, 1995, whichever is later.

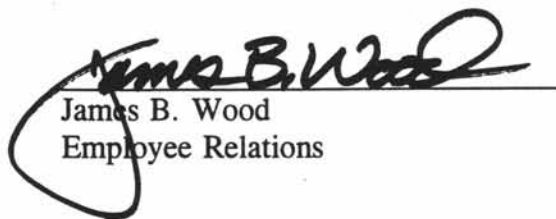
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS this 19th day of September, 1995.


CENTRAL MICHIGAN UNIVERSITY:

SUPERVISORY-TECHNICAL  
ASSOCIATION/MEA-NEA:

  
Leonard E. Plachta, President

  
Laurie Ecker  
Supervisory-Technical  
Association MEA/NEA

  
James B. Wood  
Employee Relations

  
Sharyl Majorski  
Supervisory-Technical  
Association MEA/NEA

  
Diane Ruszczak, MEA Representative

CENTRAL MICHIGAN UNIVERSITY  
BARGAINING TEAM:

SUPERVISORY-TECHNICAL ASSN./  
MEA-NEA BARGAINING TEAM:

Gerald Edgar  
Thomas Trionfi  
Barrie Wilkes  
James Wood

Laurie Ecker  
Sharyl Majorski  
Carol Brannan  
Ron Fick  
Diane Ruszczak,  
MEA Representative

SUPERVISORY-TECHNICAL ASSOCIATION  
FAMILY ILLNESS FUND GUIDELINES

(For Membership Information Only)

I. INTENT

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

II. USAGE

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

The Family Illness Fund Committee may make exceptions to the sixteen (16) hour rule if the following criteria is met: 1) the employee will have to be on lost time due to the illness of the family member, and 2) there is sufficient monies in the fund to allow this exception and still have funds available for other association members.

III. APPLICATION

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

#### IV. APPEAL

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

#### V. ADMINISTRATION

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

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

LETTER OF AGREEMENT

COMPUTER OPERATOR SCHEDULE

Central Michigan University and the ST Association agree to the following as regards Computer Operators in Computer Services:

- I. Basic Parameters of the Program: All full-time computer operators will be placed on a twelve (12) hour work schedule and scheduled to work three (3) days a week.

Since operators will only be working thirty-six (36) hours per week, the University agrees to supplement their pay by paying four (4) hours of approved paid absence (PA) each week for each full-time employee, at their regular straight time rate (does not include shift differential). Approved paid absence (PA) time will not be deducted from any other paid time off such as vacation, sick time, etc.

The operators will be working as four (4) two (2) person teams. Each operator will work two (2) regular or core days per week and one alternating day. For example, if Monday and Tuesday were the regular or core days, the person might work Sunday for one (1) pay period and then switch to working Wednesday as his/her third (3rd) day in the next pay period. Changes in the alternating day must occur on a pay period basis.

There will be two (2) twelve (12) hour shifts. The day shift will be work schedules of 5:30 a.m. to 5:30 p.m. or 6:00 a.m. to 6:00 p.m. The night shift will be work schedules of 5:30 p.m. to 5:30 a.m. or 6:00 p.m. to 6:00 a.m. Employees will be assigned to work on a regular shift, except as needed for overtime or to replace a co-worker. The selection of shift between current employees will be determined by seniority. The actual hours of work on each shift will be determined by management. The employees on each shift will be able to elect the schedule of their choice on a permanent basis, based upon seniority.

- II. Contractual Provisions: The Computer Operators will continue to be considered full-time employees entitled to all the rights, privileges and benefits accorded other full-time Supervisory-Technical employees, except as modified by this agreement.

S-2-1f. Probationary Employees: The ninety (90) calendar day probation period will apply to Computer Operators.

S-14 Discipline: When imposing a disciplinary suspension without pay, one (1) day will be a twelve (12) hour workday.



S-20 Hours of Work: The normal work week for Computer Operators shall consist of three (3) consecutive twelve (12) hour days. Twelve (12) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day.

The standard work week and regular pay periods will continue to apply to Computer Operators. A work day will be defined as beginning at 5:30 a.m. or 6:00 a.m. (except for purposes of determining holidays).

For scheduling purposes, no Operator will work in excess of eighteen (18) hours in any one twenty-four (24) hour period. In addition, each operator will be required to have a minimum of six (6) hours off between scheduled work periods.

S-20-5 and S-20-6 of the contract do not apply for Computer Operators, the following provisions cover schedule changes and hours of work:

Operators will be allowed to swap their normal scheduled day with another operator, providing both operators agree to the swap and inform their supervisor accordingly. The schedule will then be modified as requested. When a Computer Operator foresees needing a day off, he/she will arrange with his/her partner to either swap or make sure the partner is not scheduled to have time off.

Operators will refrain from scheduling vacation or personal time on their scheduled work weekend. Since it will negatively impact on the work schedule of other workers when overtime needs to be scheduled to cover weekend work, employees agree to make a sincere effort to swap with another employee when they need time off on their scheduled work weekend, before resorting to paid time off.

If a shift is not covered, Management is responsible for arranging coverage according to the following procedure:

First - Call the partner of the missing computer operator.

Second - Call the other operator on that shift, that is already scheduled to work part of the weekend.

Third - Call the other operator on that shift that is not scheduled to work that weekend.

Fourth - Call the operator who is concluding the shift prior to the shift for which the replacement is needed, but who is not scheduled to work the next day.

Fifth - Call the operator who is scheduled to work the shift following the shift for which the replacement is needed, but who is not scheduled to work the next day.

Sixth - Call the operator scheduled for the whole weekend off, but on the other shift.

S-21-1 Rest Periods: Computer Operators may take two (2) rest periods of ten (10) minutes each during their twelve (12) hour shift. The first rest period should be taken during the first four (4) hours of the shift and the second rest period should be taken during the last four (4) hours of the shift. Rest periods are to be taken at a time that does not interfere with the efficiency of the work. Rest periods are to be taken on campus and cannot be used to cover late arrival, early departure, or accumulated to be taken together at some later time.

Computer Operators will also be allowed one (1) twenty-five (25) minute paid lunch break during their twelve (12) hour shift. This lunch break should be scheduled at a standard time for each employee and will be staggered without overlap between each employee on a two-employee shift. Due to the extended duration of the shift, the employee will be allowed to leave the building during his/her lunch break when two employees are covering the shift. The employee may not leave the building on lunch break when only one employee is covering the shift. Lunch breaks cannot be used to cover late arrivals, early departures or be accumulated to be taken together with rest periods at some later time.

S-23-2 Shift Differential: Computer Operators who are regularly scheduled to work the day shift will not be eligible for shift differential for the hours worked on their regular shift, nor will they be eligible for shift differential if they work four (4) hours or less on any other shift.

Computer Operators who are regularly scheduled to work the night shift will be eligible for shift differential of thirty-five (.35) cents per hour for all hours work on their regular shift. If they work four (4) hours or less on any other shift, they will continue to be eligible for the thirty-five (.35) cents per hour shift differential.

When any operator is called in to work on a shift other than their regular shift and not continuous with their regular shift, they will be eligible to receive the shift differential normally received by individuals who work that particular shift.

Operators are not eligible to receive shift differential for paid time off, i.e. vacation, sick, personal, funeral.

S-24 Overtime: Time and one-half the regular straight time rate will be paid for all time worked in excess of the employees regularly scheduled thirty-six (36) hour work week. Overtime will be paid for any hours worked on any unscheduled work day unless the employee has swapped work days with another employee.

Overtime fairness as addressed in Articles S-24-2 will be handled by the call-in schedule outlined in the Hours of Work section of this agreement.

S-25 Association Education Leave: If Computer Operators are granted time off under this provision, the time allotted will be converted to hours and allocated accordingly.

S-26 Holidays and S-27 Additional Holidays: Eighty-eight (88) hours of holiday pay will be given to each computer operator at the beginning of the fiscal year. These hours may be used to cover paid time off on the following holidays: Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day, New Years Day and Memorial Day. It is anticipated that the Computer Services operations will close for a twenty-four (24) hour period on these holidays. This twenty-four (24) hour period will begin at 00:00 on the holiday. An operator who would normally work the night shift on the eve of one of these holidays, will work until 00:00 (or charge vacation or personal time), the remainder of the shift (six hours) will be charged to holiday time. Employees who normally work on the holiday will be required to use twelve (12) hours of holiday time to cover their shift. In the event of any emergency, an operator who was required to work on one of the legal holidays, would receive double time for all hours worked on the actual holiday, in addition to the twelve (12) hours of holiday pay to which they were otherwise entitled. If an employee does not have enough holiday time to cover all of the hours on the holiday, they can charge personal time, vacation time or lost time.

If an operator is not scheduled to work on one of the holidays noted above, the operator will receive an additional day (twelve hours) off at a time agreeable to the employee and the supervisor.

The remainder of holiday hours can be used to cover the days normally designated as additional holidays which fall between Christmas and New Years. Computer Operators who are required to work on one of these days will be paid their regular hourly rate and will not be eligible for additional compensation.

By June 30, Computer Operators will be expected to take all of their holiday pay, scheduling additional time off with the mutual concurrence of the employee and the supervisor, if necessary. In these instances holiday pay may be charged in four (4) hour increments either at the beginning or the end of the shift. All unused holiday pay as of the end of the fiscal year will be lost. There will be no monetary compensation for unused holiday pay.

Computer Services Operations are a "critical service" and may remain open at times when the University is closed in order to provide necessary operational services for the good of the University Community and network-connected users outside the physical environs of Mount Pleasant, Michigan. Management will publish and maintain plans for scheduling of computer operations as far in advance as possible, consistent with computer workload demands.

S-29 Personal Leave with Pay: Since Computer Operators will be paid an additional four (4) hours per week and their work schedule affords them greater opportunities to take care of their personal business outside of work hours,

Computer Operators will not be eligible for the twenty-four (24) hours of personal leave provided to other employees per fiscal year.

S-30 Funeral Leave: The time allotted by the current collective bargaining agreement will be converted to equivalent hours. In the case of death of an immediate family member (see contract), the operator would be eligible for twenty-four (24) hours of funeral leave, or two (2) twelve (12) hour shifts. Three (3) days off work should be made available when needed. The operator will have to charge personal, vacation or lost time to cover the third (3rd) day. When the operator is entitled to eight (8) hours of funeral leave, they will be scheduled off a full shift (at their request), however they will need to cover the additional four (4) hours with personal, vacation or lost time.

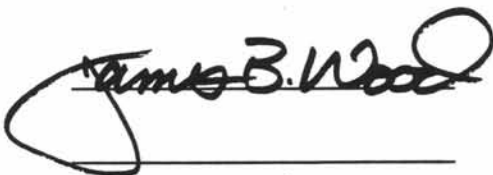
S-32 Sick Leave: Sick leave accruals will be as provided by the collective bargaining agreement.

Computer Operators will need to charge twelve (12) hours of sick time when they are unable to work a regular work day. If a computer operator is off work for an extended period of time due to illness or injury, they will charge sick time up to thirty-six (36) hours per week.

S-36 Jury Duty: As specified by the contract. Computer Operators are required to return to work to cover the remainder of their regular twelve (12) hour shift that they are not required to be in court. The difference can also be charged to personal or vacation time with the approval of the supervisor. If a Computer Operator is scheduled for jury duty on a non-scheduled work day, the employee is entitled to any fees received from the court on this day.

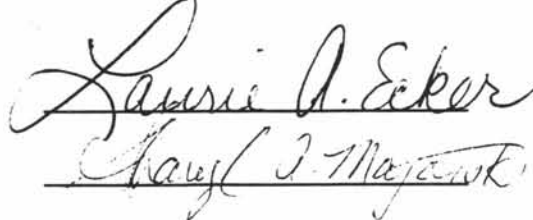
Other: Operators will be assigned some additional duties to compensate for the additional four (4) hours of pay per week. These increased duties will not be used as the basis for any classification change. Some examples of the types of additional duties might be to maintain internal documentation, and/or to develop a better work environment within the confines of the computer room. New responsibilities must be performed at or around the work area and not hinder primary function of monitoring the systems.

For the University:



Dated: 9/19/95

For the Association:



**SUPERVISORY/TECHNICAL  
WAGE RATE SCHEDULE**

**1994-95**

<b>PAY LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
ST-2	\$ 6.75	\$ 7.99	\$ 9.22
ST-3	\$ 7.63	\$ 9.04	\$10.44
ST-4	\$ 8.61	\$10.20	\$11.78
ST-5	\$ 9.75	\$11.54	\$13.33
ST-6	\$11.00	\$13.03	\$15.05
ST-7	\$12.43	\$14.73	\$17.02

**1995-96**

<b>PAY LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
ST-2	\$ 6.92	\$ 8.21	\$ 9.50
ST-3	\$ 7.82	\$ 9.29	\$10.75
ST-4	\$ 8.83	\$10.48	\$12.13
ST-5	\$ 9.99	\$11.86	\$13.73
ST-6	\$11.28	\$13.39	\$15.50
ST-7	\$12.74	\$15.14	\$17.53

**1996-97**


<b>PAY LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
ST-2	\$ 7.09	\$ 8.44	\$ 9.79
ST-3	\$ 8.02	\$ 9.55	\$11.07
ST-4	\$ 9.05	\$10.77	\$12.49
ST-5	\$10.24	\$12.19	\$14.14
ST-6	\$11.56	\$13.77	\$15.97
ST-7	\$13.06	\$15.56	\$18.06



## ST CLASSIFICATION STRUCTURE LISTING

S0423	ACCESS SERVICES SPECIALIST	ST-4
S0405	ADMINISTRATIVE AIDE I	ST-4
S0560	ADMINISTRATIVE AIDE II	ST-5
S0407	ADMISSIONS SPECIALIST	ST-4
S0432	ATHLETIC EQUIPMENT SPECIALIST	ST-4
S0600	AUDIO VISUAL TECHNICIAN	ST-6
S0507	AUDIOLOGY ADMINISTRATIVE SPECIALIST	ST-5
S0518	AUTHORITIES DATABASE SPECIALIST	ST-5
S0517	BENEFITS SPECIALIST I	ST-5
S0611	BENEFITS SPECIALIST II	ST-6
S0422	BINDERY AND MAILING OPERATOR	ST-4
S0508	BINDERY MACHINE OPERATOR	ST-5
S0601	BIOLOGY ELECTRONIC/MECHANICAL TECHNICIAN	ST-6
S0504	BIOLOGY LAB TECHNICIAN	ST-5
S0702	CAMERA OPERATOR/STRIPPER	ST-7
S0319	CATALOG DATABASE SPECIALIST I	ST-3
S0412	CATALOG DATABASE SPECIALIST II	ST-4
S0420	COMPUTER OPERATOR I	ST-4
S0505	COMPUTER OPERATOR II	ST-5
S0605	COMPUTER OPERATOR III	ST-6
S0607	COMPUTER REPAIR TECHNICIAN I	ST-6
S0704	COMPUTER REPAIR TECHNICIAN II	ST-7
S0511	COORDINATOR/INDEPENDENT LEARNING	ST-5
S0519	COORDINATOR/LIBRARY MONOGRAPHIC OPERATIONS	ST-5
S0514	COORDINATOR/LIBRARY SERIALS OPERATIONS	ST-5
S0312	COORDINATOR/THEATER BOX OFFICE	ST-3
S0413	COORDINATOR/UNIVERSITY EVENTS BOX OFFICE	ST-4
S0210	COPY CENTER OPERATOR I	ST-2
S0390	COPY CENTER OPERATOR II	ST-3
S0318	DATA ENTRY OPERATOR II	ST-3
S0410	DISPATCHER	ST-4
S0406	DOCUMENT ACCESS SPECIALIST	ST-4
S0427	EDITORIAL SPECIALIST	ST-4
S0731	ELECTRONICS MICROSCOPE FACIL SUPV	ST-7
S0700	ELECTRONICS TECHNICIAN	ST-7
S0502	FINANCIAL AID RECORD SPECIALIST	ST-5
S0520	FINANCIAL AID SPECIALIST	ST-5
S0404	GRADUATION SPECIALIST	ST-4
S0401	GREATER MICHIGAN PROGRAMS SPECIALIST	ST-4
S0521	ILLUSTRATION SPECIALIST	ST-4
S0542	LIBRARY BIBLIOGRAPHIC SPECIALIST	ST-5
S0418	LIBRARY BINDERY SPECIALIST	ST-4
S0417	LIBRARY CIRCULATION SPECIALIST	ST-4
S0509	LIBRARY GOVT DOCUMENT SPECIALIST	ST-5
S0402	LIBRARY RESERVE SPECIALIST	ST-4
S0540	LIBRARY RESOURCES ADMINISTRATIVE SPECIALIST	ST-5
S0314	LICENSED PRACTICAL NURSE	ST-3
S0393	MAILROOM SPECIALIST	ST-3
S0651	MAINTENANCE & REPAIR TECHNICIAN I	ST-6
S0710	MAINTENANCE & REPAIR TECHNICIAN II	ST-7
S0310	MEDIA SERVICES SPECIALIST	ST-3

S0315	MICROFORM SERVICES SPECIALIST	ST-3
S0230	NURSES AIDE	ST-2
S0550	OFFICE SUPERVISOR	ST-5
S0551	OFFSET PRESS OPERATOR	ST-5
S0340	PARKING BUREAU SPECIALIST I	ST-3
S0409	PARKING BUREAU SPECIALIST II	ST-4
S0738	PAYROLL TECHNICIAN	ST-7
S0612	PERSONNEL SPECIALIST	ST-6
S0503	PEST CONTROL TECHNICIAN	ST-5
S0506	PHOTOCOMPOSITOR	ST-5
S0661	PHYSICS LAB TECHNICIAN I	ST-6
S0715	PHYSICS LAB TECHNICIAN II	ST-7
S0720	PIANO-ORGAN TECHNICIAN	ST-7
S0513	PRE-PRESS OPERATOR	ST-5
S0414	PRESSROOM FLOAT	ST-4
S0425	PRODUCTION ASSISTANT/PT	ST-4
S0602	PRODUCTION COORDINATOR/STUDENT PUBLICATIONS	ST-6
S0424	PRODUCTION SPECIALIST/COMPUTER SERVICES	ST-4
S0510	PUBLICATIONS SPECIALIST	ST-5
S0492	STUDENT EMPLOYMENT AIDE	ST-4
S0734	SUPERVISOR/ARCHITECTURAL TRADES	ST-7
S0625	SUPERVISOR/BUILDING SERVICES	ST-6
S0733	SUPERVISOR/CENTRAL ENERGY FACILITY	ST-7
S0735	SUPERVISOR/ELECTRICAL AND HVAC	ST-7
S0516	SUPERVISOR/HEALTH SERVICES INFORMATION SYSTEMS	ST-5
S0662	SUPERVISOR/LAB OPERATIONS I	ST-6
S0706	SUPERVISOR/LAB OPERATIONS II	ST-7
S0737	SUPERVISOR/LANDSCAPING AND METALS SHOP	ST-7
S0736	SUPERVISOR/MAINTENANCE MECHANICS	ST-7
S0408	SUPERVISOR/WORD PROCESSING	ST-4
S0313	SWITCHBOARD OPERATOR	ST-3
S0610	TELECOMMUNICATIONS INSTALLER/REPAIRER I	ST-6
S0703	TELECOMMUNICATIONS INSTALLER/REPAIRER II	ST-7
S0403	TELECOMPUTING SPECIALIST	ST-4
S0701	TWO COLOR PRESS OPERATOR	ST-7
S0419	UNIT SUPERVISOR	ST-4
S0415	USER SERVICES SPECIALIST I	ST-4
S0501	USER SERVICES SPECIALIST II	ST-5
S0311	VETERANS PROGRAM SPECIALIST I	ST-3
S0493	VETERANS PROGRAM SPECIALIST II	ST-4

 CENTRAL MICHIGAN UNIVERSITY  <b>STANDARD          PRACTICE          GUIDE</b>	<b>SUBJECT: Overtime/Compensatory Time</b>		
<b>STAFF PERSONNEL SERVICES:</b>	<b>NUMBER</b>	<b>EFFECTIVE DATE: June 19, 1995</b>	<b>PAGE 1 OF 2</b>

**SUBJECT: OVERTIME/COMPENSATORY TIME**

**APPLIES TO: All Hourly Employees**

**POLICY GUIDELINES:**

In compliance with the Fair Labor Standards Act\*, hours worked by hourly employees in excess of forty (40) hours per week constitute overtime. All overtime must be approved by the supervisor in advance. Overtime pay is calculated at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. CMU allows its employees compensatory time off, in lieu of overtime pay for cash, upon mutual agreement between the employee and supervisor. Compensatory time off shall be given at one and one-half (1 1/2) hour for each hour of overtime work. Only hourly employees qualify for overtime pay or compensatory time off.

The supervisor and the employee must reach an agreement or understanding on two issues before the performance of the overtime work. They are: 1) that work will be performed outside of the normal work time; 2) that it will be compensated either by overtime pay or by compensatory time off. The supervisor and the employee may also reach an agreement or understanding which consists of a combination of the above two issues.

In using compensatory time off in lieu of overtime pay, an employee must be permitted to use such time within a "reasonable period" after working the overtime hours, as long as such use would not "unduly disrupt" the operations of the department. For a supervisor to deny a request for compensatory time off, he/she must "reasonably and in good faith" anticipate that the time off would impose an unreasonable burden on the department's ability to provide an acceptable level of service if it were granted. Compensatory time will normally be utilized before vacation time unless the employee's supervisor agrees to the utilization of vacation time at the employee's request. Hourly employees may not be required to use compensatory time to cover Family Medical Leave. If an employee elects to use compensatory time, the time cannot be changed to Family Medical Leave.

CMU will not allow employees to accrue compensatory time in excess of forty-five (45) hours (which reflects thirty (30) hours worked x 1 1/2). If the employee is not permitted to take accrued compensatory time off within a "reasonable period", upon request by the employee, any compensatory time accrued may be paid in the employee's next regular paycheck at the end of each quarter of the fiscal year. In order to be paid, the employee must submit compensatory time pay (CP) on the appropriate time sheet.

Hourly employees who are working an approved special schedule (where the work day may exceed eight (8) hours but work week does not exceed forty (40) hours) are not eligible for overtime when they work in excess of eight (8) hours per day. However, all overtime and compensatory pay provisions apply when hours worked/paid exceed forty (40) hours in a work week.

Union contracts may require overtime payment for hours paid in excess of forty (40) hours per week or in excess of eight (8) hours per day and may be calculated based on hours paid (i.e., sick, vacation, personal). Please refer to the appropriate contract overtime provisions.

All compensatory time must be used or paid off before the employee transfers to another position. Upon separation, an employee must be paid for unused compensatory time at the employee's current hourly rate.

Refer questions or problems to the Office of Staff Personnel Services.

**Procedure for Reporting Overtime and Compensatory Time**

Overtime must be reported on the employee's time sheet. The time reported should be the actual time worked. For example, if the employee works two (2) hours of overtime and was going to be paid overtime, it should be reported as noted below. The system will pay overtime at a rate of one and on-half times the employee's hourly rate.

	Mon.	Tues.	Wed.
RG		8	
OT		2	

If the employee agreed to "bank" the overtime as compensatory time, it should be reported as noted below. The system will calculate compensatory time at one and one-half times the hours reported.

	Mon.	Tues.	Wed.
RG		8	
OT			
CT		2	

When the employee elects to use compensatory time, it should be reported in actual amount of time taken as noted below. The system will deduct the time reported in the Comp. Taken category from accrued comp. time and adjust the balance accordingly.

	Mon.	Tues.	Wed.
RG			5
OT			
CT			
CU			3

If an employee requests to be paid compensatory time at the end of the quarter, it should be noted on the time sheet as shown below. The system will deduct the time paid from accrued time and adjust the balance accordingly.

	Mon.	Tues.	Wed.
RG		8	
OT			
CT			
CU			
CP		2	

- RG = Regular Time
- OT = Overtime
- CT = Compensatory Time
- CU = Compensatory Time Used
- CP = Compensatory Time Pay

\*Reference: Fair Labor Standards Act Amendments (regulations at 29 CFR 553)  
Also refer to University Board Policy on Compensatory Time

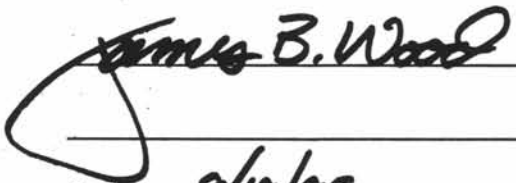
LETTER OF AGREEMENT

Arbitrator List

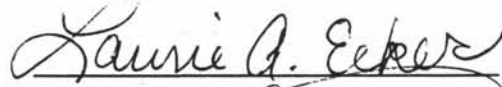
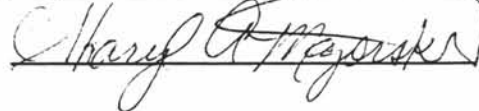
Pursuant to S-10-2 of the 1994-1997 Agreement, the Association and the University agree to the following list of arbitrators for 1995-96:

Patrick McDonald  
William Daniel  
Barry Brown  
George Roumell  
Mark Glazer  
Theodore St. Antoine  
Malcolm House  
Richard Kanner  
Paul Glendon  
Elaine Frost

For the University:

  
\_\_\_\_\_  
\_\_\_\_\_  
Dated: 9/19/95

For the Association:

  
\_\_\_\_\_  
  
\_\_\_\_\_



**CENTRAL MICHIGAN UNIVERSITY  
SUPERVISORY - TECHNICAL EMPLOYEE GROUP**

NOTE: All numbers indicated here are monthly numbers

\*\* ALL UNIVERSITY CONTRIBUTION NUMBERS ARE 'UP TO' NUMBERS. FOR INSTANCE, IF THE PREMIUMS FOR THE INSURANCE DECREASE, THE UNIV CONTRIBUTION WILL ALSO DECREASE TO THE PREMIUM AMOUNT. IF INSURANCE PREMIUMS INCREASE LESS THAN THE % INCREASE SHOWN IN THE UNIV CONTRIB, THEN THE UNIV CONTRIB WILL ONLY INCREASE THE AMOUNT OF THE % PREMIUM INCREASE. IF PREMIUMS INCREASE MORE THAN THE % INCREASE SHOWN IN THE UNIV CONTRIB COLUMNS, THE AMOUNT SHOWN HERE WILL BE THE UNIV CONTRIBUTION \*\*

PAGE 1 OF 3

	1995-96		1995-96		1995-96		1995-96		1996-97
	Medical Rates	PD10 Rates	Total Rates	Univ Contrib *	Employee (Deduction)	Payback	Univ Contrib *		
<b>FULL TIME EMPLOYEES</b>									
<b>BM 50/100</b>									
One Person			\$200.64	\$145.75	\$54.89		\$145.75		
Two Person			\$416.08	\$292.67	\$123.41		\$292.67		
Family			\$468.93	\$337.31	\$131.62		\$337.31		
<b>BM 100/200</b>									
One Person	\$128.06	\$21.56	\$149.62	\$145.75	(\$3.87)		\$145.75		
Two Person	\$268.92	\$42.68	\$311.60	\$292.67	(\$18.93)		\$292.67		
Family	\$313.73	\$62.50	\$376.23	\$337.31	(\$38.92)		\$337.31		
<b>CM 250/500</b>									
One Person	\$108.31	\$21.56	\$129.87	\$145.75	\$15.88		\$145.75		
Two Person	\$224.12	\$42.68	\$266.80	\$292.67	\$25.87		\$292.67		
Family	\$260.97	\$62.50	\$323.47	\$337.31	\$13.84		\$337.31		
<b>CM 500/1000</b>									
One Person	\$95.05	\$21.56	\$116.61	\$145.75	\$29.14		\$145.75		
Two Person	\$196.25	\$42.68	\$238.93	\$292.67	\$53.74		\$292.67		
Family	\$228.47	\$62.50	\$290.97	\$337.31	\$46.34		\$337.31		
<b>NO PLAN</b>				\$72.30	\$72.30		\$72.30		
<b>PART TIME EMPLOYEES</b>									
<b>BM 50/100</b>									
One Person			\$200.64	\$135.75	(\$64.89)		\$135.75		
Two Person			\$416.08	\$135.75	(\$280.33)		\$135.75		
Family			\$468.93	\$135.75	(\$333.18)		\$135.75		
<b>BM 100/200</b>									
One Person	\$128.06	\$21.56	\$149.62	\$135.75	(\$13.87)		\$135.75		
Two Person	\$268.92	\$42.68	\$311.60	\$135.75	(\$175.85)		\$135.75		
Family	\$313.73	\$62.50	\$376.23	\$135.75	(\$240.48)		\$135.75		
<b>CM 250/500</b>									
One Person	\$108.31	\$21.56	\$129.87	\$135.75	\$5.88		\$135.75		
Two Person	\$224.12	\$42.68	\$266.80	\$135.75	(\$131.05)		\$135.75		
Family	\$260.97	\$62.50	\$323.47	\$135.75	(\$187.72)		\$135.75		
<b>CM 500/1000</b>									
One Person	\$95.05	\$21.56	\$116.61	\$135.75	\$19.14		\$135.75		
Two Person	\$196.25	\$42.68	\$238.93	\$135.75	(\$103.18)		\$135.75		
Family	\$228.47	\$62.50	\$290.97	\$135.75	(\$155.22)		\$135.75		
<b>NO PLAN</b>				\$30.00	\$30.00		\$30.00		

		1995-96 Medical Rates	1995-96 FD20/50 Rates	1995-96 Total Rates	1995-96 Univ Contrib *	1995-96 Employee (Deduction) Payback	1996-97 Univ Contrib *
<b>FULL TIME EMPLOYEES</b>							
<b>BM 50/100</b>							
One Person				\$200.64	\$145.75	(\$54.89)	\$145.75
Two Person				\$416.08	\$292.67	(\$123.41)	\$292.67
Family				\$468.93	\$337.31	(\$131.62)	\$337.31
<b>BM 100/200</b>							
One Person		\$128.06	\$15.10	\$143.16	\$145.75	\$2.59	\$145.75
Two Person		\$268.92	\$29.90	\$298.82	\$292.67	(\$6.15)	\$292.67
Family		\$313.73	\$43.80	\$357.53	\$337.31	(\$20.22)	\$337.31
<b>CM 250/500</b>							
One Person		\$108.31	\$15.10	\$123.41	\$145.75	\$22.34	\$145.75
Two Person		\$224.12	\$29.90	\$254.02	\$292.67	\$38.65	\$292.67
Family		\$260.97	\$43.80	\$304.77	\$337.31	\$32.54	\$337.31
<b>CM 500/1000</b>							
One Person		\$95.05	\$15.10	\$110.15	\$145.75	\$35.60	\$145.75
Two Person		\$196.25	\$29.90	\$226.15	\$292.67	\$66.52	\$292.67
Family		\$228.47	\$43.80	\$272.27	\$337.31	\$65.04	\$337.31
NO PLAN					\$72.30	\$72.30	\$72.30
<b>PART TIME EMPLOYEES</b>							
<b>BM 50/100</b>							
One Person				\$200.64	\$135.75	(\$64.89)	\$135.75
Two Person				\$416.08	\$135.75	(\$280.33)	\$135.75
Family				\$468.93	\$135.75	(\$333.18)	\$135.75
<b>BM 100/200</b>							
One Person		\$128.06	\$15.10	\$143.16	\$135.75	(\$7.41)	\$135.75
Two Person		\$268.92	\$29.90	\$298.82	\$135.75	(\$163.07)	\$135.75
Family		\$313.73	\$43.80	\$357.53	\$135.75	(\$221.78)	\$135.75
<b>CM 250/500</b>							
One Person		\$108.31	\$15.10	\$123.41	\$135.75	\$12.34	\$135.75
Two Person		\$224.12	\$29.90	\$254.02	\$135.75	(\$118.27)	\$135.75
Family		\$260.97	\$43.80	\$304.77	\$135.75	(\$169.02)	\$135.75
<b>CM 500/1000</b>							
One Person		\$95.05	\$15.10	\$110.15	\$135.75	\$25.60	\$135.75
Two Person		\$196.25	\$29.90	\$226.15	\$135.75	(\$90.40)	\$135.75
Family		\$228.47	\$43.80	\$272.27	\$135.75	(\$136.52)	\$135.75
NO PLAN					\$30.00	\$30.00	\$30.00

	1995-96 Rates	1995-96 Univ Contrib	1995-96 Employee (Deduction) Payback	1996-97 Univ Contrib
<b>FULL TIME EMPLOYEES</b>				
Blue Cross/Blue Shield D100/50/50				
One Person	\$23.22	\$13.35	(\$9.87)	\$13.35
Two Person	\$35.68	\$20.94	(\$14.74)	\$20.94
Family	\$62.84	\$43.22	(\$19.62)	\$43.22
Blue Cross/Blue Shield D100/75/50/50				
One Person	\$37.44	\$13.35	(\$24.09)	\$13.35
Two Person	\$52.00	\$20.94	(\$31.06)	\$20.94
Family	\$81.00	\$43.22	(\$37.78)	\$43.22
NO PLAN		\$10.00	\$10.00	\$10.00

	1995-96 Rates	1995-96 Univ Contrib	1995-96 Employee (Deduction) Payback	1996-97 Univ Contrib
Life Insurance (funded at 1x salary) Per \$1000 coverage	\$0.22	\$0.22	\$0.00	\$0.22
Long Term Disability - per \$100 covered salary 50% Plan - Flex 67% Plan - Flex	\$0.229 \$0.342	\$0.269 \$0.269	\$0.040 (\$0.073)	\$0.269 \$0.269

\* The university contribution for medical and prescription drug will be broken down as:

	PD	MEDICAL	TOTAL PD & MED
<b>FULL TIME</b>			
One Person	\$14.34	\$131.41	\$145.75
Two Person	\$28.40	\$264.27	\$292.67
Family	\$41.62	\$295.69	\$337.31
<b>PART TIME</b>			
One Person	\$14.34	\$121.41	\$135.75
Two Person	\$14.34	\$121.41	\$135.75
Family	\$14.34	\$121.41	\$135.75

LETTER OF AGREEMENT

The University and the ST Association agree that the CMU Choices Benefit Program will contain coverage options as indicated on page 33 of the Collective Bargaining Agreement.

For the University:

James B. Wood  
\_\_\_\_\_

Dated: 9/19/95

For the Association:

Kenneth A. Ecker  
Carol M. Maguire

LETTER OF AGREEMENT

APPENDIX I

The 1994-1997 Agreement between the Supervisory/Technical Association and Central Michigan University will become effective upon written notice to CMU that the Association has ratified the Agreement.

The CMU Choices Plan shall be implemented September 1, 1995. The benefits in the 1991-94 Agreement shall remain in effect through August 31, 1995.

The amount of money available for merit pay shall be calculated on the base wages as of April 1 of each year.


Laurie A. Ecker  
S/T Association

9/15/95  
Date

James B. Wood  
Central Michigan University

9/19/95  
Date



 <b>CENTRAL MICHIGAN UNIVERSITY</b>  <b>STANDARD PRACTICE GUIDE</b>	<b>SUBJECT: FAMILY MEDICAL LEAVE</b>		
<b>STAFF PERSONNEL SERVICES FACULTY PERSONNEL SERVICES</b>	<b>NUMBER</b> (INTERNAL)	<b>EFFECTIVE DATE</b> <b>8/5/1993; 2/5/1994</b> <b>Revised 4/6/1995</b>	<b>PAGE 1 OF 4</b>

**SUBJECT:** Family Medical Leave

**APPLIES TO:** All Faculty and Staff

**POLICY:** In compliance with the Family Medical Leave Act of 1993, the University will provide eligible employees unpaid leave of up to twelve (12) work weeks per fiscal year for certain family and medical reasons.

**ELIGIBLE EMPLOYEES:** Employees must have been employed for at least twelve (12) months and have completed at least 1250 hours of service in the twelve (12) month period immediately preceding the date on which the leave commences.. This policy may apply to temporary, relief or student employees, providing they meet the requirements of this section.

**FAMILY MEDICAL LEAVE (FML)** with or without pay of up to twelve (12) weeks per fiscal year, will be granted to eligible employees for family or medical leave purposes as defined below:

**FAMILY LEAVE** is for the birth of a son or daughter of an employee or to care for such child, or for the placement with the employee of a child via adoption or foster care. Family leave must be taken within twelve (12) months of the birth or placement, although the leave may begin before the actual birth, adoption or placement. Family leave may be taken intermittently or as a reduced work schedule at the sole discretion of the University, as determined by the immediate supervisor. The employee must give thirty (30) calendar days written notice if the leave is foreseeable or as much notice as practicable under the circumstances if the leave is not foreseeable.

**MEDICAL LEAVE** is used to care for the employee's spouse, child or parent with a serious health condition or because a serious health condition of the employee which makes the employee unable to perform his/her job. Medical leave may be taken intermittently or as a reduced work schedule at the employee's request, when medically necessary. The employee is required to give thirty (30) calendar days written notice or as much notice as practicable and to schedule treatment to minimize the disruption to University operations.

**SERIOUS HEALTH CONDITION** means an illness, injury, impairment or physical/mental condition that involves:

- 1) Inpatient care in a hospital, hospice or residential medical care facility; (includes periods of incapacity and subsequent treatments in connection with the inpatient care), or
- 2) Continuing treatment by a health care provider, including any one or more of the following:
  - a) A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - 1) Treatment two (2) or more times by a health care provider, or
    - 2) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

- b) Any period of incapacity due to pregnancy or for prenatal care.
- c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. (Example: asthma) A chronic serious health condition is one which:
  - 1) Requires periodic visits for treatment by a health care provider or
  - 2) Continues over an extended period of time and
  - 3) May cause episodic rather than continuing periods of incapacity.
- d) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. Person must be under continuing supervision of, but need not be receiving active treatments by, a health care provider. (Example: Alzheimer's, cancer)
- e) Any period of absence to receive multiple treatments (including recovery therefrom) for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three days in the absence of medical treatment. (Example: Chemotherapy for cancer)

NOTE: Items b, c, d, and e do not require three day incapacity or visit to health care provider.

TREATMENT includes examinations to determine if a serious health condition exists. Routine physical, eye or dental exams are not included.

REGIMEN FOR CONTINUING TREATMENT includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of taking over-the-counter medications, bed rest, exercise or other similar activities that can be initiated without a visit to a health care provider is not, by itself, sufficient to constitute a regimen of continuing treatment for FML purposes.

Substance abuse may be a serious health condition if criteria in a-e above are met, however FML may be taken only for treatment of substance abuse.

Ordinarily, unless complications arise, the common cold, flu, ear aches, upset stomach, headaches other than migraine, routine dental or orthodontia problems, periodontal disease are examples of conditions that do not qualify for FML.

HEALTH CARE PROVIDER includes Doctor of Medicine, authorized to practice medicine or surgery by the state in which doctor practices, dentist, clinical psychologist, clinical social worker, optometrist, chiropractor (limited), nurse practitioners, midwives, Christian science practitioners and providers authorized to give care under the health plan. It does not include physician assistants.

CARE FOR FAMILY MEMBER includes physical and psychological care (basic medical, hygienic or nutritional needs or safety needs, transportation for medical treatments/appointments, arranging for changes in care, psychological comfort or reassurance).

SPOUSE means a husband or wife as defined or recognized by State law for purposes of marriage. Spouses who both work for the University are each entitled to exercise the provisions of this policy.

PARENT means a biological parent or an individual who stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

CHILD means a biological, adopted, foster child, stepchild, legal ward or child of a person standing in loco parentis who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability".

MEDICAL CERTIFICATION may be required to verify the serious illness of the employee or the family member. The employee shall provide the medical certification in a timely manner (within fifteen calendar days). The University encourages use of the standard medical certification forms because of limitations on what information can be obtained. A certification must include the date the condition began, the probable duration, medical facts, and a statement that the employee is needed to care for family member and an estimate of time required to provide the care; or that the employee is unable to perform the functions of his/her position. If intermittent leave or reduced work schedule is requested, the certification must speak to the date and duration of the need. Only in certain situations may additional information may be requested, contact Staff Personnel Services/Faculty Personnel Services for more information.

The University, through Staff Personnel Services/Faculty Personnel Services, may require a second opinion at the University's expense (charged to the department account). If the medical opinions conflict, a third opinion may be obtained from a health care provider jointly approved by the employee and the University through Staff Personnel Services/Faculty Personnel Services, at the University's expense (charged to department account).

The University may require subsequent recertification on a reasonable basis. The University may periodically require the employee to report on his/her status or intent to return to work.

The University will require certification of the employee's ability to return to work following an extended unpaid leave necessitated by the employee's serious health condition.

PAID TIME - When approving FML, the University will require the employee to use all paid vacation and personal leave, (and all sick leave for the employee's serious health condition) prior to approving a FML without pay. This means time may be charged to both FML and sick leave, or FML and vacation etc. Upon exhaustion of paid leave time, any portion of the remaining FML will be unpaid.

Maintenance and Food Services employees are not required to exhaust vacation or personal time prior to taking unpaid leave but they may elect to use this paid time. They are required to exhaust their sick leave when the FML is for their own serious health condition.

An employee who uses paid time for family medical leave purposes will be able to charge the time in one-half (1/2) hour increments. Employees will continue to be able to use up to forty hours of lost time before needing to apply for a leave of absence without pay.

Hourly employees may not be required to use compensatory time (time in lieu of paid OT) to cover FML. If an employee elects to use compensatory time, the time cannot be charged to FML.

Other provisions for leaves of absence without pay in the respective handbooks or contracts will not be extended because of this policy.

SUPERVISOR'S RESPONSIBILITIES - Supervisors will be responsible for assuring that employees are eligible for family medical leave, that paid time is used before unpaid leave time is granted, for determining if requests are for family medical leave reasons, for proper notification to the employee and for recording hours and maintaining records of family medical leave time taken by each employee.

Supervisors need to inform employees who request FML that the time will be counted against their annual family medical leave entitlement; if there is any requirement that the employee furnish a medical certification and the consequences of failing to do so; clarify when employee is required to use paid time and when unpaid time is an option, what are their rights, requirements, arrangements and consequences of making payments for benefit continuation; potential liability for premium reimbursement if they do not return from leave; right to restoration; and that a medical certification of ability to return to work will be required in all cases of serious health condition of the employee. This notice must be given orally within two (2) business days of the request and written notice must be given before the next payday. Use of P108 form is recommended.

Benefit Continuation - The University will continue to contribute toward group health coverage (includes dental and vision, if applicable) at the same level and under the same conditions that existed while the employee was working. Payback will not continue when the employee is in an unpaid status. Employees will be required to continue to pay any portion of the premium which they were paying prior to taking the leave. Arrangements must be made with the Benefits Office. The employee will not lose any benefit accrued prior to the start of the leave, but will not accrue benefits during unpaid leave time. Seniority, for the purposes of benefit calculations, will continue to accrue during approved family medical leave (paid or unpaid).

If the employee's premium payment is more than thirty (30) days late, the University may drop coverage by providing written notice to the employee that payment has not been received. Notice will be mailed at least fifteen (15) days before coverage will cease advising the employee that coverage will be dropped on a specific date unless payment is received.

In some cases, the University may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from family medical leave. The University may require medical certification of the employee's inability to return from leave.

TRANSFER - For intermittent and reduced work schedules, the employer may temporarily transfer the employee to an alternative position with equivalent pay and benefits if the employee is qualified for the position and the new position better accommodates the intermittent or reduced leave than the employee's regular job. Such transfers must be requested through Staff Personnel Services/Faculty Personnel Services.

REINSTATEMENT - The employee will generally be returned to the same position held prior to the leave. In certain situations, the employee may be returned to a position equivalent in pay, benefits and other terms and conditions of employment upon return from leave. These situations must be approved through Staff Personnel Services/Faculty Personnel Services.

COMMUNICATION - Notices will be posted in Rowe and Warriner Hall.

RECORD-KEEPING - Each department of the University will maintain records pursuant to this policy. Special codes will be established so that a department can monitor the amount of family medical leave time taken through the HRIS system.

OTHER - It is unlawful to interfere with, restrain or deny employees of any right provided under the Family Medical Leave Act.

Additional information and clarification on Family Medical Leave may be obtained by contacting Staff Personnel Services/Faculty Personnel Services.



CENTRAL MICHIGAN UNIVERSITY

\_\_\_\_\_  
(Department Name)

\_\_\_\_\_  
(Department Address)

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Employee)

From: \_\_\_\_\_  
(Supervisor)

Re: Request for Family/Medical Leave

On \_\_\_\_\_, you notified me of your need to take time that may qualify for Family/Medical leave due to:

- the birth of your child, or placement of a child with you for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job; or
- a serious health condition affecting your  spouse,  child,  parent; for which you are needed to provide care.

You indicated that you need this leave to begin on \_\_\_\_\_ and that you expect the leave to continue until on or about \_\_\_\_\_.

Except as explained below, you have a right under the FMLA for up to 12 weeks of paid/unpaid leave in any fiscal year for the reasons listed above. Any health, dental or vision benefits that you currently have, must be maintained during the period of an unpaid Family/Medical leave under the same conditions as if you continued to work. You will be reinstated to the same or an equivalent job with the same pay, benefits, terms and conditions of employment upon your return from Family/Medical leave. If you do not return to work following Family/Medical leave for a reason other than: the continuation, recurrence or onset of a serious health condition which would entitle you to Family/Medical leave; or other circumstances beyond your control; you will be required to reimburse the University for the health, dental and/or vision premiums paid on your behalf during your Family/Medical leave.

This is to inform you that:

- 1)  You are eligible for leave under the FMLA.  
 You are not eligible for leave under the FMLA.
- 2)  The requested leave will be counted against your annual FMLA leave entitlement.  
 The requested leave will not be counted against your annual FMLA leave entitlement.
- 3) The leave has been  denied (note rationale below)  approved, as requested  approved, as noted below (specify any stipulations related to the leave time (i.e. afternoons only, beginning later than requested, etc):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- 4)  You will be required to furnish medical certification of the serious health condition. This certification must be furnished by \_\_\_\_\_ (at least 15 days after this notification) or we may delay the commencement of your leave until the certification is submitted.
- You will not be required to furnish medical certification of the serious health condition.
- 5)  You are required to use all accrued paid leave as appropriate before taking unpaid Family/Medical leave. (Sick leave can only be used for the serious health condition of the employee.)
- You are required to use all accrued sick leave before taking unpaid Family/Medical leave if the leave is for your own serious health condition. You are not required to, but may elect to, substitute paid vacation or personal leave time for unpaid Family/Medical leave.

Any special conditions relative to the use of paid leave time are noted below:

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- 6a) If you normally pay a portion of the premium for your health, dental or vision coverage, these payments will continue during the period of any unpaid Family/Medical leave. Payback will not continue. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows (call Benefits for details):

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- 6b) You have a minimum 30 day grace period in which to make premium payments. If payments are not made in a timely fashion, your group health, dental and/or vision coverage may be cancelled, provided we notify you in writing at least 15 days before the date that the coverage will lapse. We will not pay your share of the premiums while you are on leave.

- 6c) We will not continue any premium contributions for other benefits (i.e. life insurance, disability etc.) while you are on unpaid Family/Medical leave.

- 7) If your Family/Medical leave is for your own serious health condition, you will be required to present a fitness-for-duty certificate prior to being restored to employment. If we do not receive this certification, your return to work will be delayed until the certification is provided.

- 8) You are not a "key employee" as described in 825.218 of the FMLA regulations.

- 9) While on leave you  will  will not be required to furnish us with periodic reports every \_\_\_\_\_ (indicate interval) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the first page of this notice you  will  will not be required to notify us at least two work days prior to the date you intend to report to work.

- 10) If your Family/Medical leave is based on a serious health condition, you will be required to furnish medical recertification as noted below (explain what is needed, intervals between certification etc):

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If you have any questions about this leave or your rights under the FMLA, please contact me at \_\_\_\_\_.

cc: Personnel file, Supervisor  
P108 (3/95)

## Staff Excellence Award Program

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The University has many excellent employees for which we are fortunate and also very thankful. The University Teaching Excellence Award Program has proven to be a nice way to recognize outstanding faculty in the classroom.

In 1993-94 the institution began a Staff Excellence Award Program. These awards will be given away on a one time basis to individuals who routinely and regularly perform in an outstanding way. The goal of this program is to recognize and reward staff performing on an ongoing basis in outstanding ways.

This program has purposefully been designed to be very streamlined, and allow for employee recognition without an undue amount of structure. The few guidelines that will be used for the implementation of this program are as follows:

- ▶ Examples of excellence that could be recognized under this program include:
  - Individuals going the extra mile in customer service
  - Commitment to the institution
  - Innovation for positive change
  - Strong work qualities (such as loyalty, dependability, commitment, effort)
  
- ▶ There will be up to ten \$1,200 awards given annually. The awards will be given as one time payments, not part of base salary. Recipients will also be given a plaque in recognition of outstanding performance.
  
- ▶ Individuals in the maintenance and dining services, administrative-professional, off-campus, clerical, public broadcasting, police, supervisory-technical and support staff employee groups will be eligible for the award.
  
- ▶ Nominations may be submitted to the Employee Relations Office beginning in January up to the March 27, 1995 deadline. Nominations will be compiled and forwarded to the respective Vice President. Line managers will be asked to confirm outstanding performance on nominations originating from individuals other than employee supervisors. Award recipients will be announced annually in April or May.
  
- ▶ The awards will be allocated to the individual divisions with the decisions being made by the divisional vice president. The ten awards will be distributed as follows: four to academic affairs, four to business and finance, two remaining awards will be shared between university relations and the president's division. These awards will be funded from the vice president's resources.

Historically, the University reclassification system has occasionally been (mis)used as a way to reward excellence. While the University seeks and values outstanding performance at all levels, the reclassification system is the wrong vehicle to accomplish this recognition. This Staff Excellence Award Program is designed to allow management a way to recognize a few individuals annually for outstanding performance and excellence.

February 16, 1995



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