

An Agreement Between
Central Michigan University And
UAW Local #6888 AFL-CIO

July 1, 2025 – June 30, 2029

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AGREEMENT

Article 0-1 This Agreement is entered into this **25th** day of **June, 2025**, 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 the “University”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its UAW Local Union 6888 (hereinafter referred to as the “Union”), as is the exclusive representative of employees Support Staff employed by Central Michigan University and as set forth in section Article 2-1 and Article 2-2.

PURPOSE AND INTENT

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

Article 1-2 The parties recognize that the University’s primary function is to serve the educational and research needs of the State of Michigan. The parties further recognize that the job security of the employees is dependent upon the University’s proper fulfillment of its basic purpose and is dependent upon the support of the local and state community in which the University is located.

Article 1-3 The parties agree that, to these ends, the University and the Union will encourage to the fullest degree, friendly and cooperative relations between the respective representatives of both groups at all levels and among all employees.

RECOGNITION

Article 2-1 The University acknowledges the express desire of its employees to be represented by the Union as indicated in the consent elections held on April 10, 1968, and December 19, 1980, and recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for the term of this Agreement in the designated bargaining unit. The designated bargaining unit is found in the Agreement for Consent Election dated March 2, 1968, and the Agreement for Consent Election dated November 19, 1980, and the Agreement for Consent Election dated December 11, 1990. And the parties agree that the following description accurately represents what is set forth in those three (3) consent election agreements.

Article 2-2 All regular and provisional full-time and part-time support staff employees of Central Michigan University located in Mount Pleasant, Michigan, excluding employees occupying positions of a confidential nature, employees on the Student Employees Payroll or its equivalent, Senior Officers, Professional and Administrative employees, Supervisor Technical employees, Service Maintenance employees, CMU Police bargaining unit employees, Public Broadcasting bargaining unit employees, Faculty, Off-Campus employees (i.e., not in Mt. Pleasant), and temporary employees.

VARIOUS UNION REPORTS

Article 3-1 In recognition that the Union has the task of monitoring and enforcing the terms of the Master Agreement on behalf of its members, the following represents an exhaustive list of the reports provided by the University.

Report	Article	Time Frame	Send Report To
Temporary Employee Report	6-10	Monthly	Union President & Recording Secretary
Job Applicant/Interview (List of all internal applicants with interviews noted)	38-4	Upon Interview	Union President
Family Illness Fund	23-3	Quarterly	Union President
Seniority Report	6-13	Quarterly	Union President
Vacancy Report	38-9	Quarterly	Union President & Recording Secretary
Lump Sum Notifications	13-2	Upon Finalization	Union President
Position eliminations/reduction disposition of job duties		Upon Finalization	Union President

RIGHTS OF THE UNIVERSITY

Article 4-1 The University has the right to the general supervision of the institution and the control and direction of all expenditures from the institution's funds.

Article 4-2 The University reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the University's work force, including, but not limited to, the right to hire, discipline, suspend, discharge, promote, demote, reclassify, transfer, or lay off employees, or to reduce or increase the size of the working force, or to make reasonable judgments as to the ability and skill of employees, or to schedule hours in shifts or determine the standards for University work, methods, processes, means and materials to be used in accomplishing the constitutional purposes, for which the University is organized, except as expressly limited by this Agreement. In no event shall the terms of the second sentence of this paragraph in any way limit the constitutional mandates placed on the University.

AID TO OTHER LABOR ORGANIZATION

Article 5-1 The University will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

DEFINITIONS AND EMPLOYMENT STATUS

Article 6-1 **Working Day:** Workday shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee.

Article 6-2 **Work Week:** A typical work week shall be interpreted to mean any five (5) days a week or 40 hours worked for the purpose of an employee's pay and benefits.

Article 6-3 **Calendar Day:** Any day within a seven (7) day calendar week regardless of whether or not an employee is scheduled to work.

Article 6-4 **Full-Time Equivalent (FTE):** Each position within the support staff classifications will have full-time equivalent (FTE) assigned. FTE varies based on the position and can range from 1.00–0.50 FTE.

Article 6-5 **Prorating:** An employee's benefit coverage will be determined by prorating the employee's position FTE compared to a full-time position FTE.

Example: An employee scheduled to work at least thirty (30) hours per week on a regular basis and who has an official appointment of at least 75% FTE will be considered a full-time employee for purposes of establishing the level of university health care benefit contributions only.

Article 6-6 **Regular Full-Time Employee:** A regular full-time employee is an employee who has completed a probationary period and is scheduled to work a minimum of forty (40) hours per week on a regular basis (See Article 6-5 "Prorating").

Article 6-7 **Provisional Employee:** An employee who is employed for a period of time which will equal or exceed one (1) academic year, with the duration of their appointment contingent upon the continuation of the program and the availability of funds, subject to appropriate provisions of the Collective Bargaining Agreement. Provisional employees shall have no bumping rights.

Article 6-8 **Part-Time Employee:** A part-time employee is an employee who has completed a probationary period and is scheduled to work less than forty (40) hours per week and at least twenty (20) hours per week (see Article 6-5 for method used to prorate benefits contributions for eligible part-time employees).

Article 6-9 **Probationary employee:** A probationary employee is a new employee in the bargaining unit. Such employees are considered to be in a probationary status for the first ninety (90) days of their continuous employment; provided, however, that upon the request of the appointing authority, Employee Relations may extend this status for up to an additional ninety (90) calendar days. Requests by the appointing authority to extend a probationary period shall be made in writing to Employee Relations with a copy to the Union President, and shall include a statement of the reason(s) for making the request. If the extension is authorized by Employee Relations, such notifications will be sent to the appointing authority, with copies to the probationary employee and the Union President. A probationary employee may not resort to the Grievance Procedure for relief if the employee is discharged or disciplined.

Article 6-10 Temporary Employees: An individual engaged as temporary staff (whether hired by the University directly or engaged through a temporary agency) who works at a designated temporary job to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased workloads, or any other conditions that may create temporary staffing problems. A position may be filled with a temporary employee for up to nine (9) months (up to twelve (12) months with approval of the Director/Employment & Compensation).

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

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

After a temporary employee has been engaged in a specific assignment involving the performance of bargaining unit work occasioned by temporary or abnormal increased workloads for twelve (12) continuous months for not less than twenty (20) hours per week for each week of the twelve (12) continuous months, the University, upon written notice from the Union following the conclusion of the twelve (12) month period, will have thirty days thereafter to decide whether the temporary assignment will be announced as a benefits-eligible position. If announced as a benefits-eligible position, the position will be posted as a job vacancy. The University and the Union may, by mutual agreement, extend the duration of the temporary employment before the position must be announced as a regular position.

Article 6-11 Student Employees: It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for student employees. It is not the intent of the University to use student employees to cause a lay-off, reduction, or displacement of bargaining unit members.

Article 6-12 Agreement: Agreement shall mean the same as contract or Collective Bargaining Agreement (CBA).

Article 6-13 Seniority: Seniority begins on your hire date and is defined as the length of an employee's continuous service as a regular employee within the university. The University will provide the Union with a quarterly seniority report.

Article 6-14 Supplemental Agreements: Supplemental agreements are the same as a Letter of Agreement (LOA) or Memo of Understanding (MOU).

Article 6-15 Supervisor: The Supervisor listed in the contract is the same as direct supervisor. When a bargaining unit member works in two departments, the hiring supervisor is the direct supervisor.

Article 6-16 Support Staff: Within this contract support staff refers to all classifications of the UAW Local 6888: Administrative Office Assistant I, Administrative Office Assistant II, and Administrative Office Assistant III.

UNION REPRESENTATION

- Article 7-1** The University and the Union recognize that the Union is the exclusive bargaining agent for all employees in the bargaining unit. Consistent with the requirements of the Michigan Public Employment Relations Act (“PERA”), as amended, the parties further recognize that membership in the union is not required as a condition of continued employment. The parties recognize that employees covered by this Agreement may not be compelled to:
- a) Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
 - b) Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
 - c) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- Article 7-2** The Union will defend, indemnify, and save harmless the University from any and all claims, demands, suits, and other liability, including costs and reasonable attorneys’ fees, by reason of action or not taken by the University for the purpose of complying with this Article.
- Article 7-3** In the event that any of the provisions of this Article are unenforceable under state or federal law, the parties shall meet to negotiate changes necessary to bring the Article into conformity with law.
- Article 7-4** The Union and University recognize that the Michigan Legislature has passed a law with an effective date of March 27, 2013, which makes it unlawful for both parties to enter into an agreement requiring membership in the UAW as a condition of employment. Accordingly, as long as this law remains in effect, this Agreement does not require employees to become or remain members of the UAW as a condition of employment. In the event that this Michigan Law prohibiting Union security is repealed or rendered unenforceable, the Union and University will agree to update this language and follow the letter of the law.

DEDUCTION OF UNION DUES AND INITIATION FEES

- Article 8-1** During the life of this Agreement, the University agrees, in accordance with and to the extent of any applicable state or federal laws, to deduct initiation fees, if any, and monthly membership dues in the amount established by the Union, proportionately each pay period, from the wages due all persons who individually and voluntarily give the University written authorization to do so.
- The University shall forward such dues to: UAW LOCAL 6888, on or before the seventh (7th) day after each pay date. Where the proportionate amount, described above, is less than \$5.00 per pay period, the University may deduct more than the proportionate amount and up to and including \$5.00 per pay period until the amount established by the Union is paid. Such written authorization shall be effective until revoked in writing signed by the employee and delivered to the Union and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office.

- Article 8-2 Payroll Deduction Form:** The authorization shall include the employee's name, signature, campus ID number, dues information, and initiation fee information.
- Article 8-3 Deduction:** Deductions shall be made only in accordance with the provisions of the Authorization for Deduction of Dues, together with the provisions of this Agreement, including, but not limited to, Article 7. The University shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
- Article 8-4 Delivery of Executed Authorization of Payroll Deduction Form:** A properly executed copy of the Authorization for Deduction of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the University at the office designated by the University before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Deduction of Dues which is incomplete or in error will be returned to the Union Secretary by the University.
- Article 8-5 When Deductions Begin:** Deductions under all properly executed Authorization for Deduction of Dues forms shall become effective at the time the application is tendered to the University and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.
- Article 8-6 Refunds:** In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.
- Article 8-7 Termination of Union Deduction:** An employee shall cease to be subject to deductions beginning with the pay period immediately following the employee's delivery of signed revocation of dues deduction authorization to the designated university office and the Union Recording Secretary.
- Article 8-8 Disputes Concerning Deduction:** Any dispute between the Union and the University, which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Deduction or Dues form, shall be reviewed with the employee, by a representative of the Union and the designated representative of the University.
- Article 8-9 Limit of University's Liability:** The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees.

RELEASE TIME FOR UNION EXECUTIVES

Article 9-1 It is agreed between the Union and the University that the President, Vice President, Recording Secretary, and/or Financial Secretary of the Union will share two (2) hours of unpaid release time per day, Monday through Friday of each work week. These release hours will be paid by the Union. It is understood and agreed by the Union that an attempt will be made to perform all Union-related work during those designated hours. If it is necessary to request an exception to that policy, the Union President, Vice President, Recording Secretary, and/or Financial Secretary must have prior approval of their supervisor or designee and the Director of Employee Relations. Negotiation sessions are exempt from this policy.

Article 9-2 At the point either the Union or the University feel that this arrangement is not working, a special conference will be called.

BARGAINING COMMITTEE

Article 10-1 The size of the Union Bargaining Committee for contract negotiations shall not exceed a total of six (6) individuals, five (5) regular bargaining committee members plus a note taker, excluding the Union International Representative(s).

Article 10-2 The University shall provide unpaid release time for the Union Collective Bargaining Committee for contract negotiation sessions. Members of the Union Bargaining Committee shall use paid absence for bargaining sessions. The Union shall reimburse the University the equivalent dollar amount of the bargaining team members paid absence every two (2) weeks during bargaining.

SUPPORT STAFF CLASSIFICATIONS

Article 11-1 Support staff classifications:
Administrative Office Assistant I (formerly OP-4)
Administrative Office Assistant II (formerly OP-5)
Administrative Office Assistant III (formerly OP-6)

PERSONNEL FILE

Article 12-1 An employee's personnel records are confidential and will be treated as such to the extent permitted under the State of Michigan and Federal law. The maintenance of such files is primarily for administrative use; however, the University will honor an employee's request to examine and discuss the contents of their "Official Personnel File" with a representative of Human Resources. Employees will be provided with a copy of any disciplinary action, or performance evaluation to be included in such files. An employee may submit a written response to the report or statement through a designated representative of Human Resources with a copy to be placed in the personnel file and a copy provided to the supervisor. If an employee is requested to sign material to be placed in their file, such signature thereon shall be understood to indicate their awareness of material, but in no instance, shall said signature be interpreted to mean agreement with the material's content. As a part of the review process, a personnel representative will examine the file prior to sharing it with the requesting party and temporarily remove such disciplinary material which is more than three (3) years old for the review.

WAGES**Article 13-1**

2025-26: Effective as the first full pay period that includes July 1, 2025, for each member of the bargaining unit, wage rates will be increased by \$1.00 per hour. Additionally, bargaining unit members will be moved into the next higher rate of pay after the \$1.00 per hour increase, except in instances where the \$1.00/hour equals one of the applicable rates in the chart below.

Classification	Hiring Rate	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6	Rate 7	Rate 8
AOA-I	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00
AOA-II	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
AOA-III	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00

2026-27: Effective as the first full pay period that includes July 1, 2026, each bargaining unit member will move up one rate from their 2025-2026 rate as identified in the chart below (e.g. AOA-I Rate 1 moves to AOA-I Rate 2 below), which equates to a \$0.60/hour increase.

Classification	Hiring Rate	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6	Rate 7	Rate 8
AOA-I	\$15.10	\$15.60	\$16.10	\$16.60	\$17.10	\$17.60	\$18.10	\$18.60	\$19.10
AOA-II	\$16.60	\$17.10	\$17.60	\$18.10	\$18.60	\$19.10	\$19.60	\$20.10	\$20.60
AOA-III	\$18.10	\$18.60	\$19.10	\$19.60	\$20.10	\$20.60	\$21.10	\$21.60	\$22.10

2027-28: Effective as the first full pay period that includes July 1, 2027, each bargaining unit member will move up one rate from their 2026-2027 rate as identified in the chart below (e.g. AOA-I Rate 1 moves to AOA-I Rate 2 below), which equates to a \$0.60/hour increase.

Classification	Hiring Rate	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6	Rate 7	Rate 8
AOA-I	\$15.20	\$15.70	\$16.20	\$16.70	\$17.20	\$17.70	\$18.20	\$18.70	\$19.20
AOA-II	\$16.70	\$17.20	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70	\$20.20	\$20.70
AOA-III	\$18.20	\$18.70	\$19.20	\$19.70	\$20.20	\$20.70	\$21.20	\$21.70	\$22.20

2028-29: Effective as the first full pay period that includes July 1, 2028, each bargaining unit member will move up one rate from their 2027-2028 rate as identified in the chart below (e.g. AOA-I Rate 1 moves to AOA-I Rate 2 below), which equates to a \$0.60/hour increase.

Classification	Hiring Rate	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6	Rate 7	Rate 8
AOA-I	\$15.30	\$15.80	\$16.30	\$16.80	\$17.30	\$17.80	\$18.30	\$18.80	\$19.30
AOA-II	\$16.80	\$17.30	\$17.80	\$18.30	\$18.80	\$19.30	\$19.80	\$20.30	\$20.80
AOA-III	\$18.30	\$18.80	\$19.30	\$19.80	\$20.30	\$20.80	\$21.30	\$21.80	\$22.30

Any bargaining unit member that is paid at a rate that is equal to or greater than Rate 8 in each respective chart will receive the following increases upon July 1 of each respective year:

2025-26: \$1.00/hour

2026-27: \$0.60/hour

2027-28: \$0.60/hour

2028-29: \$0.60/hour

If necessary for purposes of filling vacant positions or compliance with applicable law, CMU has discretion to increase these hiring rates with advanced written notice to the Union.

Central Michigan University maintains discretion to hire bargaining unit members up to Rate 2 based on a combination of education and experience.

Lump Sum Payments

Article 13-2 Lump sum payments may be given to recognize an individual for temporary additional assignments, workload, special projects, or other legitimate business reasons with Senior Manager, Human Resources, and applicable Vice President approval.

Article 13-3 Employees will not receive wages less than the hiring rates of the pay level of the position they hold.

Article 13-4 It is understood that Human Resources has the responsibility of assuring that the University adheres to equitable pay practices and further has the authority to deny requests that create pay inequities.

SHIFT HOURS AND DIFFERENTIAL

Article 14-1 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m. Any employee whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift, except in situations involving an employee flexing their schedule in agreement with their supervisor. Part-time employees who normally work between 8:00 a.m. and 5:00 p.m. will be considered working first shift.

Article 14-2 Employees who are regularly scheduled to work on the second or third shifts shall receive, in addition to their regular pay, twenty-five (25) cents per hour and thirty-five (35) cents per hour, respectively, additional compensation. Half-time (1/2) employees whose regular scheduled work hours fall on other than the first shift will be eligible for the appropriate shift differential. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift. Employees who work an approved flextime schedule will not become eligible for shift differential as a result of the flextime hours they are working.

REST PERIODS

Article 15-1 Employees may take a rest period of fifteen (15) minutes for each four (4) hours of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. If the employee feels their supervisor has been arbitrary or capricious in denying the employee the opportunity to take a rest period, the employee may file a grievance on the question. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival at work or early departure, nor may it be regarded as accumulative if not taken. Employees shall not be entitled to additional compensation for rest periods missed or not taken.

OVERTIME

Article 16-1 Time and one-half the regular straight time rate will be paid for all hours paid in excess of forty (40) hours in an employee's work week provided, however, that with the approval of the employee and the employee's supervisor, equivalent time off may be granted (also computed at time and one-half) in accordance with the University's Overtime/Compensatory Time Guidelines. (<https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-11-overtime-compensatory-time>).

Article 16-2 For the purpose of computing overtime pay, the employee's straight-time rate (excluding premium pay for higher classification work and overtime) will include shift differential whenever applicable.

Article 16-3 The allowance of overtime or premium pay (other than shift differential or for higher classification work) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating pyramiding of overtime or premium payments.

Article 16-4 Where an appropriate supervisor has approved flexible work schedules for support staff employees, the provision relating to overtime will not apply if qualifications under those provisions are solely a result of the flexible work schedule requested by the employee.

CALL-IN PAY

Article 17-1 An employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period, shall be granted at least two (2) hours pay at the rate of time and one-half.

Article 17-2 Supervisors will refrain from calling employees at home except in emergency situations.

HIGHER CLASSIFICATION WORK

Article 18-1 Within Bargaining Unit

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

- (a) If the work is of a classification one grade higher than the employee's current grade a minimum of eight percent (8%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed.
- (b) If the work is of a classification more than one grade higher than the employee's current grade, a minimum of sixteen percent (16%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed.
- (c) If the work in a higher classification is for less than forty (40) hours per week, the higher class pay amount may be prorated for the number of hours the higher classification work is being performed.

Article 18-2 Outside Bargaining Unit

- A. In the absence of regular supervisory staff, the University may temporarily assign an employee as a leader to direct other employees in the performance of their duties. When such assignments are made, the University shall designate the duties to be performed by the temporary leader.
- B. From time to time the University may determine a need to temporarily assign a bargaining unit member to assume non-supervisory duties and responsibilities in a position outside the bargaining unit.

Article 18-3 A temporary leader shall not assume responsibility for: hiring, discharging or disciplining other employees.

- Article 18-4**
- A. Bargaining unit members assigned to perform work outside the bargaining unit as described in Article 18-2(A) shall be paid sixteen percent (16%) more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least a week.
 - B. Bargaining unit members assigned to perform work outside the bargaining unit as described in Article 18-2(B) shall be paid sixteen percent (16%) more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least a week.
 - C. If the work outside the bargaining unit as described in Article 18-2 (A) or (B) is for less than forty (40) hours per week, the higher class pay amount may be prorated for the number of hours the higher classification work is being performed.

Article 18-5 Additional compensation beyond the limits shown in Article 18 (A) or (B) may be paid for such assignments at the department's request and on approval of Human Resources.

UNIVERSITY DELAY OR CLOSURE

Article 19-1 When the university is delayed or closed, bargaining unit employees will not be charged for any pre-approved time off.

VACATION

Article 20-1 Employees in the bargaining unit, who are in paid status, will accumulate vacation with pay based on an employee's seniority (seniority is effective with your hire date) as follows:

Seniority in Years	Number of Days	Explanation
0-2 years 12 months	12	Hire date through the end of your second (2) year.
3-6 years 12 months	15	Beginning of your third (3) year through the end of your sixth (6) year.
7-10 years 12 months	18	Beginning of your seventh (7) year through the end of your tenth (10) year.
11-14 years 12 months	20	Beginning of your eleventh (11) year through the end of your fourteenth (14) year.
15+ years	22	Beginning of your fifteenth (15) year and beyond.

Article 20-2 An employee may be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service with the University but shall not be entitled to payoff of unused vacation upon voluntarily or involuntarily termination prior to completing twelve (12) months of continuous service with the University. An employee who is terminated after completing twelve (12) months of continuous service with the University shall be entitled to all vacation time accumulated to the date of termination up to a maximum of one-hundred sixty (160) hours. An employee who resigns after completing twelve (12) months of continuous service with the University shall be entitled to all vacation time accumulated to date of termination up to a maximum of one-hundred sixty (160) hours, if the employee provides fourteen (14) days written notice. The last day worked is the termination date. Vacation cannot be used to extend the date of termination.

Article 20-3 An employee may take earned vacation in a minimum of one (1) hour increments unless on approved flextime, at any time in the course of the year as long as it conforms with requirements of the individual department in which the employee works. The maximum hours of vacation accrual will be established at three hundred (300) hours. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage.

Article 20-4 The University expects the employee and the employee's supervisor to schedule the use of earned vacation. Every effort will be made to accommodate an employee's request to utilize earned vacation. It is the responsibility of the employee and the employee's supervisor to schedule vacation far enough in advance so that vacation time will not be lost.

Article 20-5 If a holiday falls within an employee's vacation, the day will be counted as a holiday and the employee will not be charged for use of vacation on that day.

Article 20-6 Employees normally working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to vacation benefits prorated on the basis of the proportion of the position to regular full-time employment (FTE).

PERSONAL TIME

Article 21-1 Full-time employees will be eligible for three (3) personal leave days per calendar year, issued at the beginning of the new calendar year. Full-time employees in their first year of employment who are hired after July 1 are eligible for one and one-half (1½) days of personal leave for the remainder of the first calendar year. Personal leave may be taken in units of one (1)-hour increments. Employees shall arrange for taking paid personal leave with their supervisors in advance. Employees may use personal leave for any personal matter that cannot be scheduled other than during the normal working hours. If personal leave is not used on or before the last day of the final pay period of the calendar year, the time is lost. Paid personal leave time does not carry over from year to year. Employees will be paid for unused personal leave upon separation.

Article 21-2 Personal leave benefits for part-time employees in the bargaining unit will be pro-rated on the basis of the proportion of the position held by the employee to full-time employment.

Article 21-3 Employees, shall arrange to take personal leave with their supervisors in advance of the requested time. The supervisors shall be reasonable when considering an employee's request. Employees may request use of personal leave without advanced notice in emergency situations, and supervisors shall give consideration to approval of such requests.

SICK TIME

Article 22-1 Regular and provisional full-time employees shall accrue sick leave at the rate of four (4.0) hours each two-week pay period (thirteen [13] days maximum accrual per year) the accrual rate is reduced for any unpaid leave.

Article 22-2 An employee working part-time will accrue sick leave days in proportion to the relationship of their appointment to a full-time position.

Article 22-3 Sick leave may be accumulated up to one thousand forty (1040) hours.

Article 22-4 All full- or part-time employees may use their sick leave days during any period in which they are scheduled on the payroll for absences for the following purposes:

- A. For the diagnosis, care, or treatment of existing mental or physical illness, injury, or health condition of, or preventative care for, an employee or an employee's family member.
- B. If an employee or an employee's family member is a victim of domestic violence or sexual assault, for the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or, to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- C. For meetings at a child's school or place of care related to the child's health or disability, or the effects of the domestic violence or sexual assault on the child.

- D. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or, when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- Article 22-5** An employee may use available sick leave for illness of family members. Family will be defined the same as:
- A. A biological, adopted or foster child, stepchild or legal ward, a child of domestic partner, or a child to whom the employee stands in loco parentis.
 - B. A biological parent, foster parent, stepparent, adoptive parent, or a legal guardian of an employee or an employee's spouse or domestic partner, or an individual who stood in loco parentis when the employee was a minor child.
 - C. An individual to whom the employee is legally married under the laws of the state or a domestic partner.
 - D. A grandparent.
 - E. A grandchild.
 - F. A biological, foster, or adopted sibling.
 - G. An individual related by blood to the employee.
 - H. An individual whose close association with the employee is the equivalent of a family relationship, including those designated as an Other Eligible Individual under CMU's policies.

- Article 22-6** Sick leave may be used in units of one-half (1/2) hour or more.

- Article 22-7** Employees must notify their supervisor at the earliest opportunity that they will be off work because of illness.

- Article 22-8** An employee requesting accrued sick leave benefits may be required to submit a Medical Verification to the Human Resources office. The University may require the employee to be examined by a physician of our choice. (See also Article 25-5 and Article 32).

FAMILY ILLNESS FUND

- Article 23-1** For the term of this Agreement, the University will provide additional funding up to \$7,500 each fiscal year and will replenish the fund up to \$7,500 on July 1st for each respective year of this Agreement.

- Article 23-2** The sum of money set aside shall be held by the University and used to pay the salary for employees entitled to utilize the fund for family illness. When the fund is exhausted for the current fiscal year, there may be no further utilization of the fund for family illness.

- Article 23-3** Employees are limited to 40 hours of Family Illness Funds per fiscal year provided available sick balance is less than 40 hours.

Article 23-4 The Union President shall receive from CMU Human Resources a written quarterly report summarizing usage and funds remaining.

LEAVES OF ABSENCE WITH PAY

Bereavement Leave

Article 24-1 If the spouse of an employee, child of an employee, brother or sister of an employee, parent of an employee, grandparent or grandchild of an employee, grandparents of a spouse, parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, stepparent, stepchildren, foster parent, foster children, officially designated Other Eligible Individual (OEI), or relative residing in the same household with an employee dies, the employee will be given an approved absence as required by the circumstances, not to exceed three (3) working days per occasion. If an aunt, uncle, niece, or nephew of an employee dies, the employee will be given approved absence as required by the circumstances, not to exceed one (1) working day per occasion of such leave. Bereavement leave may be utilized in units of an hour with the approval of the supervisor. The supervisor is responsible for ensuring appropriate usage.

Article 24-2 In the current CMU time keeping system, the employee will specify the relationship of the deceased for which the employee is requesting bereavement leave. The supervisor is responsible for ensuring appropriate usage of bereavement leave by an employee

Court-Required Service

Article 24-3 An employee who serves on jury duty or who is subpoenaed as a witness in a court proceeding (but not as a witness against the University) and who is not a party to the action, will be provided paid release time from the regular schedule for such service, but in no case will the employee be entitled to any pay for time beyond normal scheduled hours. An employee is expected to report for regular University duty when their attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

Short Tours Military Leave

Article 24-4 Upon request and presentation of appropriate military orders, an employee shall be granted a military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of military service not to exceed fifteen days in any calendar year.

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

Article 24-5 Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above. Further, if the military pay is more than their CMU pay, employees are likewise permitted to request and be scheduled to use any accrued vacation leave instead of unpaid leave. It is highly recommended that the employee attach a copy of their military orders to the leave request.

Medical Verification

Article 24-6 For absences of more than three (3) consecutive days, Human Resources may require reasonable documentation that the sick leave has been used for a permissible purpose. The employee must provide documentation no later than 15 calendar days after the Resource's request.

Article 24-7 Whenever an employee is eligible for benefits under the short-term or long-term disability program, the provisions of that program supersede this sick leave program. Additional details are available on the Benefits and Wellness website:
<https://www.cmich.edu/about/human-resources/benefits-wellness>

LEAVES OF ABSENCE WITHOUT PAY

Leave of Absence for Illness, Injury, or Medical Disability

Article 25-1 A non-probationary employee who has exhausted all available paid leave time except hours banked in accordance with the CMU Family and Medical Leave Policy and has furnished a written request to Human Resources, accompanied by evidence of disability satisfactory to the University, shall be granted a leave of absence without pay. Such request and evidence may be delivered or sent to Human Resources by the Union or any other interested party.

Article 25-2 The leave of absence shall be for the period of continuing disability for the period of time up to one (1) year. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. An employee may return to the same position they held at the time the leave was granted, providing that supervisor has agreed in writing to hold the position for the employee going on leave. When necessary, physicians' opinions shall be the basis used to determine the questions of appropriate medical treatment or evidence of continuing disability. If the applicable unit has not agreed to hold the employee's position, and the employee seeks to return to CMU employment after their leave, the employee must apply for vacant positions for which they will be considered an internal applicant.

Personal Leave

Article 25-3 A personal leave of absence without pay of up to four (4) months may be granted at the discretion of the University in cases of exceptional need for those non-probationary employees who have been employed on a regular basis and who have exhausted all of their personal and vacation time. An employee may return to the same position they held at the time the leave was granted, providing that the supervisor has agreed in writing to hold the position for the employee going on leave. Written approval is obtained at the time the leave is requested. Leave will not be granted for the purpose of obtaining employment elsewhere. Leaves of absence may be extended by the University for additional four-month period, but the total leave time shall not exceed one (1) year unless an extension not to exceed one (1) additional year is mutually agreed to by the Union and the University. If the applicable unit has not agreed to hold the employee's position, and the employee seeks to return to CMU employment after their leave, the employee must apply for vacant positions for which they will be considered an internal applicant.

Article 25-4 The employee who is on leave of absence without pay will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation. The employee must check with the Benefits and Wellness Office about maintaining available insurance coverage during this period.

Family and Medical Leave

Article 25-5 In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible employees with paid/unpaid leave of up to twelve (12) work weeks per calendar year, prorated based on FTE, for certain family and medical reasons.

Employees may elect to bank any accrued compensatory time and up to forty (40) hours of vacation time prior to taking continuous leave. Otherwise, employees are required to use all available paid leave (and all sick leave for the employees own serious health condition) prior to approved Family and Medical Leave without pay.

FOR REFERENCE ONLY: <https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-3-family-and-medical-leave>

Long-Term Military Leave

Article 25-6 An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.

Article 25-7 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

Union Educational Leave

Article 25-8 Leaves of absence (without pay) will be granted to those bargaining unit members who are elected or selected by the executive committee of the Union to attend educational classes conducted by the Union, labor institute or educational institution; or to attend other Union-related activities.

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

Employees must give one (1) week notice for leave which exceeds one (1) day. Employees must give two (2) working days' notice for one (1) day leave. It is understood that individual employees must have permission of the department. It is understood that the provision of this article do not apply to the release time in grievance procedures.

Leave of Absence (Union Office)

Article 25-9 In the event that a bargaining unit member is selected to a full time Regional or National union position requiring their absence from the University, a renewable one-year leave of absence shall be granted without pay or benefits. At the inception of the leave, the employee will be paid for up to 160 hours of accrued but unused vacation as well as any unused personal leave. Requests for extension shall be submitted to the Director of Employee Relations or designee between the sixteenth (16th) and thirtieth (30th) day prior to the expiration of the current term of leave. The employee's seniority shall continue to accumulate during the initial term of leave and any subsequent extensions. Upon expiration of such leave, the employee shall return their regular job if vacant or to a vacancy in the same classification and series as held at the commencement of the leave.

SERIOUS AND CATASTROPHIC LEAVE

Article 26-1 All Support Staff are eligible upon hire and are strongly encouraged to sign up for STD (short-term disability) insurance.

Article 26-2 Support Staff employees under consideration for serious and catastrophic leave must exhaust all available leave time.

Article 26-3 Two times each year, the University will allow employees to donate vacation hours to the Support Staff Serious and Catastrophic Leave balance account. Any donated time would be on an hour-for-hour basis and not a dollar-for-dollar basis.

Article 26-4 Employees receiving workers' compensation benefits, income replacement through short-term disability, or long-term disability are ineligible to receive sick leave through the Serious and Catastrophic Leave bank.

Article 26-5 A committee consisting of three representatives from the Bargaining Unit, one representative each from Employee Relations and Payroll, shall establish eligibility guidelines.

Article 26-6 Requests for use of the fund shall be considered by the committee.

For the Policy/Guidelines see: [https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-1-serious-and-catastrophic-leave-\(scl\)-bank](https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-1-serious-and-catastrophic-leave-(scl)-bank)

MEDICAL CONDITION FOLLOWING LEAVE

Article 27-1 An employee returning from a medical leave of absence of any kind may be required by Human Resources/Staff to furnish a health care provider's opinion as to the employee's ability to carry on duties in a normal fashion. If the employee's condition interferes with the performance of the employee's duties or might result in injury while working or might result in aggravating the condition, the University may refuse re-employment or may place reasonable conditions on re-employment.

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

MEDICAL DISPUTE

Article 28-1 In the event of a dispute involving any employee's physical disability to perform the employee's assigned work, and the employee is not satisfied with the determination of the designated health care provider of the University with respect to the Employee's ability to perform the employee's work, they may submit a report from a health care provider of their own choosing and expense. If the dispute still exists, at the request of the employee, the designated health care provider of the University and the employee's health care provider shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding upon the parties. The expenses of the third-party health care provider shall be shared equally by the University and the employee.

HOLIDAYS OBSERVED

Article 29-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day shall be paid holidays.

Article 29-2 Each employee not on leave of absence or layoff who is not scheduled to work on any such holidays shall be paid for eight (8) hours at the employee's regular straight time rate of pay, provided that:

- (a) Such employee is and has been in paid status at the University for 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.

Article 29-3 An employee who is scheduled to work on any holiday and accepts but does not work on said day or is not excused from work shall receive no pay for such holiday.

Article 29-4 Whenever one (1) of these holidays falls on a Saturday or on a scheduled day off in the employee's work week, and the employee does not work on this day and no other day is observed as a holiday by the University, the employee will receive an additional day, the time to be arranged with their supervisor. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

Article 29-5 If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked, even though the holidays may fall within the period of projected terminal leave. The University will not deprive any employee of holiday pay due to any shutdown or temporary layoffs immediately preceding or following the Christmas holiday.

Article 29-6 An employee normally working less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis shall be entitled to holiday benefits prorated on the basis of the proportion of the position to regular full-time employment.

HOLIDAY WORKED

Article 30-1 Employees required to work on one or more of these legal holidays will be paid at two (2) times their straight time rate for that day and will also be paid for an additional day at their straight time rate in lieu of the holiday. Employees can claim up to 8 hours of Holiday Earned per day worked and can use the time in fifteen (15) minute increments. Employees have one year to use from the earned date.

ADDITIONAL HOLIDAYS

Article 31-1 All regular bargaining unit employees will receive the working day after Thanksgiving Day as an additional holiday.

Article 31-2 In addition, most employees will not work during the period commencing December 25 of each year through January 1 of the following year. Effective with the 2006 year-end holiday period, one extra day will be added to this additional holiday period. This day will generally be December 24 or such other day as the University may designate in future years.

Article 31-3 Those employees who do not work during the above period because of this provision shall be paid for days they normally would have been scheduled for work as additional holidays to the extent that such payment is not provided for in the "Holiday Observed" provision of this Agreement.

Article 31-4 Bargaining unit employees who are, because of the nature of their work, required to work what would be on an additional holiday under this paragraph will be paid the employee's regular straight-time rate for the day and will receive an additional day off that must be used within one (1) year of earning to be arranged with the employee's supervisor. Employees can claim up to 8 hours of Holiday Earned per day and can use the time in fifteen (15) minute increments. Employees have one year to use from the earned date.

INSURANCE RATES AND CONTRIBUTIONS

Article 32-1 The terms of the Program may be altered, at the discretion of CMU, with the understanding that CMU provide the UAW with written notice of intent to make plan design changes by March 1. In the event of substantial changes, the parties will agree to meet for the purpose of sharing greater detail and discussion of concerns.

The University agrees that the President of UAW Local #6888 and one other member designated by the UAW Local #6888 President shall be members of the campus-wide Health Care Committee.

Healthcare, prescription drug, and dental plan contribution rates shall be at the same level as the contribution rates for the Professional & Administrative employee group effective July 1 of each subsequent year of this collective bargaining agreement (i.e. July 1, 2026; July 1, 2027; and July 1, 2028).

Premium costs for medical/prescription drug and dental insurance plans will be established as of the beginning of each fiscal year. University contributions toward the cost of medical/prescription drug and dental insurance for each level of coverage in each plan for full time employees will be based on a total annual plan cost basis, calculated based on the aggregate of all self-funded University medical/prescription drug and dental insurance plans, respectively, and applied to all available plans. Employees are responsible for paying the difference between the established university contribution amounts and the premium cost for their enrolled plan.

Nevertheless, should the proportion of health care premium cost paid by CMU for a full-time employee be less than eighty-two (82%) percent of the premium in any year of this Agreement, CMU will provide notice to the Union of the intent to make the change by no later than March 1 for the following academic year and, upon written request, will engage in impact negotiations with the Union. In no case during the life of this Agreement will the proportion of health care premium cost paid by CMU be less than eighty percent (80%) of the health care premium.

The annual increase in the University's contribution is capped at 3% of the prior plan year's total University contribution.

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

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

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

2025-2026 Healthcare & Prescription Drug Plan Costs

PPO 2	Med + RX Rate	Employer	Employee
Single	\$832.81	\$666.25	\$166.56
2 - Person	\$1,723.92	\$1,379.13	\$344.79
Family	\$2,107.02	\$1,685.61	\$421.41
Advantage			
Single	\$727.13	\$661.69	\$65.44
2 - Person	\$1,502.01	\$1,366.83	\$135.18
Family	\$1,835.14	\$1,669.98	\$165.16
Advantage +			
Single	\$638.45	\$638.45	\$0.00
2 - Person	\$1,318.43	\$1,318.43	\$0.00
Family	\$1,610.75	\$1,610.75	\$0.00

2025-2026 Dental Plan Costs

CORE	RATE	ER Cont.	EE Cont.
Single	\$38.78	\$32.62	\$6.16
2 - Person	\$79.89	\$67.18	\$12.71
Family	\$99.67	\$83.83	\$15.84
BUY-UP			
Single	\$66.71	\$32.62	\$34.09
2 - Person	\$137.42	\$67.18	\$70.24
Family	\$173.44	\$83.83	\$89.61

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

Article 32-2 CMU CHOICES-AVAILABLE OPTIONS (REFERENCE ONLY)

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
Medical and Prescription Drug	Medical: 3 Plans Prescription Drug: 2 Plans	Single Two Person Family No Coverage*	University contributes toward cost, see Article 32-1.	Employee may contribute toward cost with pre-tax dollars
Dental	2 Plans	Single Two Person Family No Coverage*	University contributes toward cost for full-time employees, see Article 32-1.	Employee may contribute toward cost with pre-tax dollars
Vision	2 Plans	Single Two Person Family No Coverage	University does not contribute	Employee may contribute toward cost with pre-tax dollars
Life Insurance and AD&D	1 Plan	Employee Only - 5 Levels	University contributes toward cost, see Article 32-1	Employee may contribute toward cost with pre-tax dollars
Dependent Life Insurance	7 Plans	Eligible Dependents	University does not contribute	Employee may purchase with post-tax dollars
Long Term Disability	1 Plan	Employee Only	University contributes toward cost, see Article 32-1	Employee does not contribute
Short Term Disability	1 Plan	Employees Only - 2 Levels - No Coverage	University does not contribute	Employee may purchase with pre-tax dollars
Flex Spending Accounts	3 Plans		University does not contribute	Employee may purchase with pre-tax dollars
Health Savings Account	1 Plan	Employee Only	University may contribute funds	Employee may purchase with pre-tax dollars

* "No Coverage" option available only if covered elsewhere

FLEXIBLE BENEFITS PROGRAM

- Article 33-1** All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program, or under another plan providing comparable benefits if mutually agreed to between the University and the Union's representatives.
- Article 33-2** In CMU Choices, each employee will have the opportunity upon hire to select from the current options (Reference Article 32-1). An annual open enrollment period will be held to give employees the opportunity to change their selections. Employees may make changes during the year if they have a benefits status change (e.g., birth, death, marriage, adoption, etc.). These status changes must be made according to CMU policy, within thirty (30) calendar days of the event. Status changes must be made on a prospective basis except for those relating to birth, adoption or placement for adoption.
- Article 33-3** Employees are eligible for medical/prescription drug, dental, flexible spending account, health savings account, life insurance/accidental death & dismemberment, long-term disability, short-term disability, and dependent life insurance/accidental death & dismemberment immediately on the date of hire. All benefits terminate on the last day of employment.
- Article 33-4** Employees with immediate family members or OEI working at the university will not be allowed to carry duplicate health coverage (medical/prescription drug, dental, and vision) for themselves, their spouse, or their dependents through the University.
- Article 33-5** An employee whose immediate family members or OEI working at the university is also employed by the University will not be permitted to combine their respective University contributions for the purchase of higher cost benefits.
- Article 33-6** If the employee's spouse does not work at the University and the spouse's employer offers medical/prescription drug and dental insurance coverage, the spouse must sign up for insurance coverage (at least single subscriber) with their employer before they can be covered on University policies.
- Article 33-7** Employees whose regular appointment is for less than 100% FTE shall have their benefit contributions prorated in accordance with Article 6-5. They will receive the University contribution for all twelve (12) months as long as they remain employed by the University.
- Article 33-8** For additional information on CMU Choices and the rules governing the program, please refer to the University's website at <https://www.cmich.edu/about/human-resources/benefits-wellness>
- Article 33-9** Refer to Article 32-2 for examples of benefits available under the current CMU Choices program. Additional details are available on the University's Benefits and Wellness website: <https://www.cmich.edu/about/human-resources/benefits-wellness>

RETIREMENT

Article 34-1 Support Staff hired prior to 01/01/96 are required to participate in the Michigan Public School Employees Retirement System (MPERS).

Article 34-2 Support Staff hired on or after 01/01/96 will participate in the 403(b) Basic Retirement Program (403(b) Basic) as described below except if they were in MPERS prior to 1/1/96 at one of the following institutions: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, or Western Michigan University.

Type of Plan: 403(b) Non-contributory

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

Vesting: Immediate upon date of hire.

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

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

Article 34-3 A bargaining unit member will be eligible for CMU Retiree status if employed for twenty-five (25) years and any age at Central Michigan University, or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

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

Article 34-4 Employees are eligible to participate in a variety of pre- and post-tax retirement investment options. Under this program, a portion of the employee's current base salary is deferred and invested in various funds. The program is offered through a single recordkeeper and is available to employees regardless of the retirement program in which they participate. Employees may enroll at the beginning of any pay period. Additional information may be obtained at <https://www.cmich.edu/about/human-resources/benefits-wellness>.

TUITION BENEFIT PLAN

Article 35-1 Purpose: This tuition benefit plan is intended to provide employees in the bargaining unit with the opportunity of furthering their career development as well as pursuing their vocational interests, and to enrich the retirement experience for retirees by making University courses available to them at reduced cost.

Article 35-2 Provisions of Plan for Active Employees

- A. All full- and part-time regular and provisional employees in an active pay status on the first official day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Benefit Plan which covers tuition for classes offered through the University. Tuition Benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate. Full-time employees are eligible for a maximum of twenty-four (24) credit hours in any fiscal year. Part-time employees with appointments of 50% or greater are eligible for a prorated portion of the twenty-four (24) credit hour fiscal year maximum based on the ratio of their official FTE percent as compared to 100%. The specific terms of the tuition Benefit Plan govern participation and eligibility. <https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-9-tuition-benefit-plan>.
- B. The plan applies to all courses regardless of when offered provided that:
- The supervisor agrees to allow the employee to attend the class, if during working hours, and
 - All working time lost in attending classes is made up.
 - An employee may take any class the employee may be eligible to take according to the university's academic standards.
- C. Tuition benefits not utilized by the employee are available to spouse/dependents (or other Eligible Individual as defined by the University's benefit eligibility criteria) who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) of certain employee groups may take up to the annual maximum of twenty-four (24) credit hours.

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

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

- D. Enrollment procedures should follow the University's established procedures. Employees should contact the Benefits and Wellness Office for provisions of plan for retired employees.
- E. Details are available <https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-9-tuition-benefit-plan>.

PARKING REGULATIONS

- Article 36-1** Employees, after registering their motor vehicle and satisfying all requirements, may park under the University regulations in the University parking system. Parking in lots posted for other specific uses is not permitted. Those driving more than one car must register each car. Employees agree to abide by the University parking and traffic ordinances. For further information, see the “Parking and Traffic Regulations” obtainable in the CMU Police Department. <https://www.cmich.edu/about/campus-safety/cmu-police/parking-services>.
- Article 36-2** Annual parking permit cost will be capped at \$225 per year for the duration of this contract.

PROFESSIONAL DEVELOPMENT

- Article 37-1** Employees are encouraged to attend professional development programs that is offered by the University. The employee’s supervisor and employee will work together to address any challenges faced with the employee attending the program(s).
- Employees may attend conferences outside of CMU with permission of their supervisor.

JOB VACANCIES

- Article 38-1** Job vacancies shall be posted on jobs.cmich.edu for at least three (3) working days (excluding holidays) before they are filled. The notice of vacancy shall contain the following information:
- Position available
 - Minimum qualifications for the position
 - Starting Wage
 - Department
- Article 38-2** Employees shall indicate their desire for consideration by submitting an application using PeopleAdmin™ or similar application as the University may adopt. PeopleAdmin™ will generate an electronic confirmation number for each application an employee submits. This confirmation number will serve as evidence that the application was submitted. The University will provide the use of computer kiosks and assistance if needed to submit an application. Any assistance required for submitting application materials and/or amending the same will be available during normal business hours. The employee is responsible for periodic review, updating application materials, and a complete work history listed on both their application and resume.
- Article 38-3** For positions allocated to the bargaining unit, all qualified internal bargaining unit candidates will be given consideration prior to filling for the vacancy.
- Article 38-4** The University will provide (for each vacancy) to the Union within five (5) working days of Human Resources approving interviews, a log listing the internal candidates who applied for the vacancy, highlighting who was approved for interview, and a count of the total applicants for the vacancy. Notification of the person selected to fill the vacancy is provided to the Union President noted on the report.

- Article 38-5** It is understood that employees, with their supervisor's permission, may be given release time for the purpose of interviewing for positions available at the University. Employees may also be given, with their supervisor's permission, release time to interview for those positions. It is understood that supervisors shall be reasonable in granting such requests.
- Article 38-6** If an individual, hired into a vacancy posted in accordance with the preceding provisions of this article, vacates the employment position to which they were hired within three (3) months of the hire date; CMU may use the previous pool of applicants to select a new hire for the original vacancy without reporting the vacancy or commencing a new search process.
- Article 38-7** If a new vacancy arises within a department within three (3) months of the conclusion of a search process, conducted in accordance with the preceding provisions of this article, and the new vacancy is equivalent to the original vacancy, CMU may use the previous pool of applicants to select a new hire for the new vacancy without conducting a new search process.
- Article 38-8** The University will provide the Union with a quarterly vacancy report.

Americans with Disabilities Act Compliance

- Article 38-9** The University and the Union will comply with the Americans with Disabilities Act. FOR REFERENCE ONLY: See "Work Accommodation Process" procedure at: <https://www.cmich.edu/offices-departments/general-counsel/administrative-policies-procedures-and-guidelines/chapter-4/4-24-work-accommodation-process>.

PROMOTIONS

- Article 39-1** A promotion is a vertical movement from one classification to a higher classification. (See Article 6-16).
- Article 39-2** The University has an obligation to hire who it considers the best qualified person for the position and further agrees to interview at least one qualified bargaining unit member who has applied for such promotional vacancies.
- Article 39-3** The selection of the best qualified person shall be based upon consideration of such factors as a candidate's length of employment at the University, previous work history (including records of attendance, discipline, and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved.
- Article 39-4** Employees who have received promotions will move to the new position in a timely manner.
- Article 39-5** Employees who are promoted from within the bargaining unit shall be granted fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, trial period to determine:
(a) Their ability to perform the work.
(b) Their desire to remain in the position.

- Article 39-6** During the trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee exercises this option, the hiring department may repost the vacancy or may make a job offer to another candidate from the original vacancy pool. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the University, with a copy to the Union President. The matter may then become a proper subject for the grievance procedure
- Article 39-7** During the trial period, employees will receive the rate of pay for the job they are performing.

TRANSFERS

- Article 40-1** A transfer is a lateral movement from one job position to another without a change in classification. (See Article 6-16).
- Article 40-2** Employees who have received transfers will move to the new position in a timely manner.
- Article 40-3** The University has an obligation to hire who it considers the best qualified person for the position and further agrees to interview at least one qualified bargaining unit member who has applied for such transfer.
- Article 40-4** During the first fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, after the transfer has occurred, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice with reasons shall be submitted to the employee in writing by the University with a copy to the Union President.

SUPPORT STAFF RECLASSIFICATION PROCESS

Requesting a Study

- Article 41-1** In the event of the addition of new job duties not inherent or otherwise a part of a position's current realm of responsibility. When employees take on higher level job responsibilities above and beyond their current job description, a reclassification request may be submitted according to the administrative procedure described below.

Reclassification requests will be studied in the following priority order:

- (a) Vacant positions or newly created positions;
- (b) Positions affected by reorganizations;
- (c) Ad Hoc requests:
 - Initiated by supervisor
 - Initiated by position incumbent

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

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

Supervisors may submit reclassification review requests confidentially to Human Resources. Human Resources will conduct a classification review of the position, prior to writing a classification recommendation. Human Resources will contact the position's supervisor to discuss the findings of the study. If there are significant concerns based upon the discussion with the supervisor, Human Resources will conduct additional follow-up and study of the position.

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

The effective date for any classification or salary change is the date the reclassification request is initially submitted in the system. The Supervisor and HR can make retroactive adjustments to the effective date.

Downgrades

Article 41-2 In the event a position's classification level is lower after a study has been completed, the incumbent's wage rate must be at the correct wage within the pay schedule. Effective date of the downgrade will be at least seven (7) working days after the reviewing authority approves the results of the study.

DRUG TESTING-Alcoholism or Other Drug Abuse

Article 42-1 The University agrees that it may test or refer for testing and/or treatment a bargaining unit member for alcohol or other drug abuse if an accident has occurred that causes damage to property or persons, or there exists a reasonable suspicion that an employee's work performance is impaired due to alcohol or other drug use. The University expressly agrees not to perform or require any other alcohol or drug testing during the life of this Agreement including, but not limited to, random testing, testing prior to promotion, or periodic testing except as required by law.

Article 42-2 The Union and the University jointly recognize that alcoholism and other chemical dependencies are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

Article 42-3 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 the conditions of the program and the conditions specified in any agreement with the University.

Article 42-4 The parties' concern is limited to alcoholism and other drug abuse problems that impair work performance.

Article 42-5 The University agrees that any bargaining unit member who requests diagnosis or treatment for alcohol or other drug abuse problems will not jeopardize their job rights or job security, and that such a request will be treated confidentially.

- Article 42-6** When an administrator or supervisor observes a bargaining unit member experiencing difficulties in maintaining their performance and those difficulties, in the opinion of the administrator or supervisor, are due to alcohol or other drug abuse, they will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Union representative(s) present at such an interview.

DISCHARGE OR DISCIPLINE

- Article 43-1** **Notice of Discharge or Discipline:** The University agrees promptly upon the discharge or discipline of any employee to notify the employee in writing of any discharge or discipline, with a copy to the Union President.
- Article 43-2** An employee discharged or disciplined with cause who is not a probationary employee, upon the employee's request, will be allowed to discuss the employee's discharge or discipline with the Union in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the Union before they are required to leave the property of the University. Upon the request of the disciplined employee or the Union, the administrative head of the unit or that person's designated representative will arrange for a meeting to be held with the discharged or disciplined employee and the Union. Exceptions may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The Union President will be notified of action taken in these cases.
- Article 43-3** **Appeal of Discharge or Discipline:** Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at Step Two Article 53-8.
- Article 43-4** **Use of Past Record:** In imposing any discipline on a current charge, the University will not take into account any prior infractions of which the University had knowledge that occurred more than three (3) years previously.

REDUCTION OR REALLOCATION OF WORK FORCE

- Article 44-1** Except as otherwise provided in this Agreement, when there is a decrease or reallocation in the work force resulting in lay off of employees in the bargaining unit, the following procedure shall be followed.
- "Lay off" refers to either the elimination of an entire Support Staff position or the reduction a Support Staff position which would change the employment status (i.e., full-time to three-quarter-time or half-time). In situations where a portion of a position is being reduced, and with the mutual agreement of the department and the affected employee, the position incumbent may remain in the position with a reduced full-time equivalent (FTE) rather than exercise the bumping rights described in Article 44-4.

- Article 44-2** The University shall designate those positions which are to be vacated by reason of layoff. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days written notice of layoff. The University will send a list of the employees laid off to the Union at least fourteen (14) calendar days prior to the layoff. The University will not deprive any employee of holiday pay due to any shutdown or temporary layoffs immediately preceding or following the Christmas holiday.
- Article 44-3** When the University or portions of the University are closed, employees may be laid off within the affected division after implementation of Article 44-6, for a period not to exceed twenty-one (21) days per year without notice as deemed necessary by the University.
- Article 44-4** **Bumping Process:** An employee who occupies the position designated for layoff shall be transferred, based on previous work history (including work records of attendance, discipline, and work performance) interpersonal skills and other skills measuring those factors against the particular requirements set by the hiring department and the University for the job involved in the following order of priority, unless the procedure outlined below is invoked.
1. To a vacancy in the same classification
 2. To replace the least senior employee in the same classification
 3. To a vacancy in the next lower classification
 4. To replace the least senior employee in the next lower classification
 5. Repeat consecutively the two (2) prior steps in the process
- The University may decide to modify the procedures due to business necessity for an employee with less than two (2) years of continuous service with the University in the bargaining unit who occupies the position designated for layoff. The University agrees to consult with the Union if modifications to the layoff procedures are deemed to be necessary by the University for employees with less than two (2) years of continuous service in the bargaining unit.
- Article 44-5** Employees shall not increase their FTE when exercising their rights under Article 44-1 through 44-4. A displaced employee prior to layoff may be reduced to a lower employment status, i.e., one-half time, three-quarter time, which is not equivalent to the employment status of the position which the employee is occupying at the time of reduction or reallocation of the workforce.
- Article 44-6** Temporary employees will be laid off first in the affected department, followed by probationary employees, followed by provisional employees who were hired with known position duration of two (2) years or less at the time of posting, unless covered under Article 6-7.
- Article 44-7** Classifications for the reduction or reallocation of the work force referred to in Article 44-4 through Article 44-6 shall be defined as follows:
- Administrative Office Assistant I (formerly OP-4)
 - Administrative Office Assistant II (formerly OP-5)
 - Administrative Office Assistant III (formerly OP-6)

- Article 44-8** Employees who, due to a reduction or reallocation of the work force, are required to accept a position in a lower classification in lieu of being laid off shall be restored to the former classification they held prior to the reduction or reallocation of the work force without the utilization of the posting procedure for the vacant position if the employee possesses, at the time of restoration, the necessary training, basic qualifications for performance of the higher rated job. Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority.
- Article 44-9** An employee who is laid off will receive a layoff letter from the employer which states that the layoff was not a result of unsatisfactory performance.
- Article 44-10** The department shall give the bumped or recalled employee reasonable orientation assistance to enable them to perform up to the department's standards on the new job.
- Article 44-11** **Provisional Employees:** Employees in provisional positions shall have no bumping rights.
- Article 44-12** The parties agreed that employees in any clinical practices acquired by CMU College of Medicine on or after June 30, 2013, shall not be subject to the bumping procedure described in this article.
- Article 44-13** Any bargaining unit member in a department that is being relocated from the Mount Pleasant-Main Campus (physically moving locations) or separating from the University, has the right to accept moving to the new location, right to bump, or the right to take a layoff.
- Article 44-14** Any bargaining unit member in a department that is separating from the University, Mount Pleasant-Main Campus (no longer part of CMU; ex: Special Olympics) has the right to follow the bumping process (Article 44-4 through Article 44-7) or take a voluntary layoff without recall rights.

SUBCONTRACTING

- Article 45-1** The University does reserve the right to eliminate positions and reallocate work outside the bargaining unit or the University for business reasons, but not for the sole purpose of eroding the bargaining unit. When a bargaining unit position is eliminated, the University will provide written documentation explaining the reallocation or elimination of the duties. The University agrees to make every effort to reallocate the remaining office professional duties within the bargaining unit. At the request of the Union, the University agrees to meet in Special Conference to discuss the disposition of duties of any bargaining unit position that has not been posted and has been vacant for longer than three (3) months.

OFFICER'S SENIORITY

- Article 46-1** Members of the bargaining/grievance committee shall have top seniority unit-wide for layoff and recall purposes only, provided they have the ability to perform satisfactorily the work available. Union district representatives shall have top seniority in the jurisdictional districts they represent, provided they have the ability to perform satisfactorily the work available. The Union President and Vice President shall have top seniority unit-wide. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.

LAYOFF SENIORITY DEFINITION

Article 47-1 A bargaining unit employee who has held a bargaining unit classification(s) other than that held at the time of layoff, will be placed in an existing vacancy in that classification(s) with respect to the application of Article 44.

Article 47-2 Seniority for purposes of the layoff provision is defined as uninterrupted employment with the University with the latest date of hiring and includes authorized leaves of absence, approved vacations, sick or accident leave or transfers within the bargaining unit.

LOSS OF SENIORITY

Article 48-1 An employee's seniority shall terminate for any one of the following reasons:

- (a) If an employee voluntarily terminates their employment.
- (b) If an employee retires in accordance with the provisions of this Agreement.
- (c) If an employee is discharged and not reinstated.
- (d) If an employee fails to report from layoff when recalled in accordance with this Agreement.
- (e) If an employee is laid off for a continuous period commensurate with length of employment, not to exceed two (2) years.

RETENTION OF SENIORITY

Article 49-1 Unless lost under the Loss of Seniority Provision, (see Article 47-1), seniority is retained and is accrued for the periods of time set forth below:

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

TRANSITION SERVICES PROGRAM

Article 50-1 The University will provide particular services and support for members of the bargaining unit who are actually laid off as a result of actions by the University.

Article 50-2 The University may find it necessary to eliminate bargaining unit positions as it moves forward with addressing budget shortfalls or other business necessity (e.g. reorganization, etc.) possibility in layoff of impacted employees.

Article 50-3 The services and support described are above and beyond anything required by this Agreement and are specifically offered on a non-precedent setting basis and only for so long as the University, in its sole discretion, shall elect to provide these services, and further, only as applied to bargaining unit members covered by paragraph 2, above.

Article 50-4 With respect to the Transition Services, the University specifically reserves the right to amend, modify or discontinue the Transition Services at any time on thirty (30) calendar days' written notice to the Union. The Union agrees that any such amendments, modifications, or discontinuance shall not be subject to grievance or arbitration.

Article 50-5 The Layoff Transition Resources can be found on the University website at <https://www.cmich.edu/about/human-resources/employment-services/layoff-transition-resources>.

RECALL PROCEDURE

Article 51-1 An employee in the bargaining unit at the University who has been laid off pursuant to the provisions of the layoff provision shall be recalled to work, conditioned upon previous work history (including records of attendance, discipline and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved, in accordance with the reverse application of the procedure outlined in paragraph Article 44-4.

Article 51-2 Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority.

Article 51-3 Notice of recall shall be sent to the employee as follows:

- (a) Via certified mail–restricted delivery to the employee at the employee’s last known home address on file in the University’s official records.
- (b) Via telephone call to the employee’s last known telephone number on file in the University’s official records.

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

Article 51-4 A bargaining unit member’s sick leave balance at the time of layoff will be reinstated when the employee is recalled prior to the expiration of the employee’s recall rights.

SPECIAL CONFERENCES

Article 52-1 Special conferences under this Agreement between the Union and the University are encouraged for working out mutual problems. Special conference for various matters will be arranged between the Union’s President and the University or its designated representative upon request of either party. Such meetings shall be between the representatives of the University and up to six (6) representatives of the Union. More members of the Union may attend by mutual agreement. Arrangement for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

The matters taken up at the special conference shall include only those items on the agenda. Special conferences shall be held within ten (10) working days of the request for the conference. The ten-day (10) time limit may be extended by mutual agreement. This agreement may be amended by mutual agreement between the University and the Union, with the understanding that approval by the Union membership and the Board of Trustees of the University may be required for certain amendments. The Amendment(s) must be in writing and signed by the University and the Union with a fully signed copy provided to the Union President.

GRIEVANCE PROCESS AND PROCEDURE

Grievance Process

Article 53-1 The Union president, vice president, and/or district representative may investigate and present potential grievances within the bargaining unit to the University during working hours, without loss of pay, provided they have obtained prior permission from their supervisors to do so. Subject to operational difficulties and emergencies, the supervisor will grant permission and provide a reasonable amount of time to these persons to leave their work to investigate and present grievances within the bargaining unit. The privilege of the president, vice president, and/or district representative of leaving work during working hours without loss of pay is subject to the understanding that the time will be devoted to the proper handling of legitimate investigation and presentation of grievances on behalf of the Union and will not be abused. The president, vice president, and/or district representative will perform their assigned work at all times, except when necessary to leave their work for investigation and presentation of grievances within the bargaining unit and will not cause workload or production difficulties in their offices by leaving work for such purposes. Any alleged abuse by either party shall be a proper subject for a special conference.

Article 53-2 The University and the Union recognize the value and importance of full discussion for the purpose of clearing up misunderstandings and preserving the good working atmosphere at the University. The University and the Union encourage employees to bring their problems to their immediate supervisors to work them out whenever possible.

Article 53-3 Grievances within the meaning of the grievance procedure and of the mediation clause shall consist only of disputes about the interpretation or application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. The following procedure shall be the sole and exclusive means for resolving grievances. A grievance not appealed within the time limits as provided for in this article shall be considered settled on the basis of the last answer and not subject to further review.

Individual Grievance

Article 53-4 Any employee grievances or questions of interpretation arising under the written provisions of this agreement, or written supplemental agreements, thereto, shall be presented and processed as set forth below. The aggrieved employee may be present at step one, step two and step three of the grievance procedure at the request of either party, may be present at step four at the request of the Union or may be present at the pre-arbitration conference by mutual consent of the University and the Union.

Group Grievance

Article 53-5 Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When such a group grievance is brought, one **all employees** from the group may attend the meetings set forth in the grievance procedure as the aggrieved employees.

Union Grievance

Article 53-6 The Union may only bring a grievance which is a question of interpretation and/or application of the provisions of this agreement, or supplemental agreements thereto other than one which can be processed under paragraph OP10-4 or OP10-5 above, arising under and during the term of this agreement with the University and the Union. Such a Union grievance shall be filed by the Union president, or designated representative, beginning at step two of the grievance procedure provided the grievance is submitted to Employee Relations within ten (10) working days following the occurrence of the event giving rise to the grievance, or ten (10) working days following the date on which the Union reasonably should have known of the facts giving rise to the grievance. The Union president or president's representative shall file a grievance on behalf of the Union and may attend at steps two and three of the grievance procedure.

Step One:

Article 53-7 Any employee having a grievance, or one (1) designated member from the employees having a group grievance, may discuss the matter with the employee's immediate supervisor. At the employee's option, the employee's representative may be present during and participate in the discussion. In order to be a proper subject for the grievance procedure, the employee must inform the immediate supervisor orally within ten (10) working days after occurrence of the event giving rise to the grievance, or ten (10) working days after the date the employee reasonably should have known the facts giving rise to the grievance. The supervisor shall respond orally to the grievant within two (2) working days following the oral presentation of the grievance.

Step Two:

Article 53-8 If the matter is not resolved through oral discussion, the grievance may be reduced to writing by the Union. The grievance shall be dated and signed by the grievant and the Union representative, and such written grievance shall then be delivered to Employee Relations within ten (10) working days of the oral presentation at step one. Employee Relations shall send a copy of said grievance to the employee's immediate supervisor. The written grievance shall include:

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

Article 53-9 A meeting between no more than three (3) representatives of the Union excluding the international service representative and three (3) representatives designated by the University, one of which shall be the Director of Employee Relations or designee, will be arranged to discuss the grievance at a mutually agreeable time within thirty (30) calendar days from the date the grievance is received in Employee Relations. Extensions of this time period may be arranged by mutual agreement, which agreement shall not be unreasonably withheld by the party not requesting the extension.

Article 53-10 The Union representatives may meet at a place designated by the University on the University's property for a one-half hour period immediately preceding the meeting with the representatives of the University.

Article 53-11 The University will answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed.

Step Three: Submission to Mediation

Article 53-12 If the Union is not satisfied with the answer at step two of the grievance procedure, the Union may submit the matter to mediation by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting mediation. Such notice must be received in Employee Relations within fifteen (15) working days of the University's second step grievance answer in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation. Employee Relations will contact the mediator within ten (10) working days of receipt of the request to mediate.

Article 53-13 The mediator shall have no power to add to, subtract from or modify any of the terms of this agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the agreement and law vary from interpreting the agreement nor shall the mediator, in making a recommendation regarding a case, imply into the agreement provisions which are not in the written terms of the agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union nor shall the mediator exercise any responsibility or function of the University or the Union. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the University or Union.

Article 53-14 The parties agree to utilize the services of the Michigan Employment Relations Commission (MERC) to mediate disputes under this contract.

Step Four: Submission to Arbitration

Article 53-15 If the Union is not satisfied with the answer at step three of the grievance procedure or does not wish to accept the recommendation by the mediator, if the grievance has been referred to that step, then the Union may submit the matter to arbitration by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting arbitration. Such notice must be received in Employee Relations within either fifteen (15) working days of the University's second step grievance answer or within ten (10) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.

ARBITRATION

Pre-Arbitration Conference

Article 54-1 The Union or the employer may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating facts and authenticating proposed exhibits. The pre-hearing conference shall be scheduled within ten (10) working days from the receipt of the request for such conference.

Arbitration Process

- Article 54-2** The fees and approved expenses of an arbitrator shall be paid by the losing party as determined by the arbitrator. The party requesting a postponement or cancellation of a scheduled arbitration hearing shall be responsible for any cancellation or postponement fees due the arbitrator.
- Article 54-3** Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement; nor shall the arbitrator, in deciding a case where the arbitrator feels there is conflict between the agreement and law, vary from interpreting the agreement; nor shall the arbitrator, in deciding a case imply into the agreement provisions which are not in the written terms of the agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union.
- Article 54-4** Attendance by Aggrieved Employee(s) and Other Employee(s): The aggrieved employee(s) and other employee(s) involved may attend the full arbitration hearing based on availability.
- Article 54-5** Finality of Decisions: The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this agreement shall be final and binding upon the University, the Union, and the employee or employees involved.
- Article 54-6** The Union may invoke the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services (FMCS) for the purpose of selecting an arbitrator in accordance with the terms and provisions of said rules. The FMCS shall be requested to provide a panel of seven arbitrators. Both Employee Relations and the Union shall have the right to alternatively strike a total of three names from the panel. The Union shall strike the first name, the Employer shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.
- Article 54-7** A representative of Employee Relations will contact the arbitrator within ten (10) working days of the date of selection of the arbitrator to initiate the arbitration process. The Union President must be included in all communications to the arbitrator.

WITHDRAWAL OF CASES

- Article 55-1** A grievance may be withdrawn by the Union without prejudice by submitting a written notice to Employee Relations before the first of the following: (1) the expiration of the time limit provided in Article 53-12 through Article 53-15 for submitting grievances from the Third Step of the grievance procedure to arbitration or (2) actual submission of the grievance to arbitration. The notice should identify the grievance and state that the grievance is withdrawn. A grievance which has been submitted to arbitration may be withdrawn without prejudice upon the mutual agreement of the parties.

COMPUTATION OF BACK WAGES

Article 56-1 No claim for back wages shall exceed the amount of wages the employee would have earned at the employee base rate including shift differential, if applicable.

Article 56-2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all regular lost time and with full restoration of all rights and conditions of employment.

NEW MATTERS

Article 57-1 The University and the Union acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through “Special Conference Article 52-1” and “Grievance Procedure Article 53-1.” Each party is required, in special conference, only to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University or the Union, to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement and on any change to the provisions in this Agreement.

Article 57-2 The University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

SUPPLEMENTAL AGREEMENTS

Article 58-1 The University and the Union may enter into agreements through special conferences and other means, which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the Union. They shall be approved or rejected within a reasonable period of time following the date on which tentative agreement is reached between authorized representatives of the University and the Union.

All pages of this Agreement, as well as letters of agreement and such other agreements reached by the parties pursuant to Article 58-1 shall constitute the entire Agreement between the parties. The University must provide a fully signed copy of the Supplemental Agreement to the Union President.

RATIFICATION

Article 59-1 The bargaining committee of the Union agrees to present the newly negotiated contract to the members for a ratification vote. The University will provide release time for members with voting rights to attend ratification meeting(s) not to exceed a total of two (2) hours release time for each bargaining unit member.

STRIKES

Article 60-1 The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this agreement is in effect, there will be no strikes, sit downs, slowdowns, stoppages of work, boycott or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

RULES AND REGULATIONS

Article 61-1 While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this Agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner. In addition, the arbitrary or capricious administration of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

VALIDITY

Article 62-1 This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

TERMINATION AND MODIFICATION

Article 63-1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2029.

Article 63-2 If either party desires to reopen negotiations on economic matters (defined below) during the term of this Agreement, it shall give written notice of this intent to the other party not sooner than the ninetieth (90th) calendar day nor later than the sixtieth (60th) calendar day prior to the termination date. If such notice is given, the other party shall enter into negotiations on the economic matters. If neither party shall give notice, or if any party giving notice withdraws the same, the Agreement shall continue in effect, as written, to its date of termination. Economic matters are Leaves, Shift Differential, Rest Periods, Overtime, Holidays, Additional Holidays, Vacations, Retirement, CMU Choices, Flexible Benefits Program, Fee Refunds, Wage Rate and matters not included in the Agreement, which are considered of an economic nature in the labor field.

Article 63-3 If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

Article 63-4 If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment; in which event, the notice of amendment shall set forth the nature of the amendment or the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination but not before the effective date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

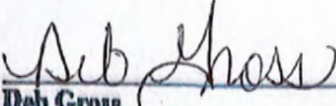
Article 63-5 Notice of Termination Modification: Notice shall be in writing and shall be sufficient if sent electronically via email to the President of the Union; and (if to the University) addressed to the Employee Relations Director, or to any such address as the Union or the University may make available to each other.

In witness whereof the parties have set their hands this 30th day of June, 2025:

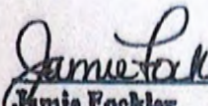
CENTRAL MICHIGAN UNIVERSITY


UAW LOCAL #6888


Neil MacKinnon, Ph.D.
CMU President

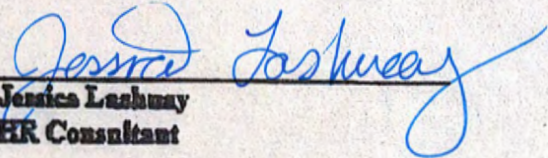

Deb Gross
UAW Local 6888
President

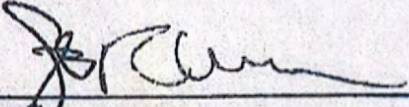

Scott J. Hoffman, J.D.
Director/Employee & Labor Relations


Jamie Fochler
UAW Local 6888
Vice President


Cali Clark
Director/Employment & Compensation

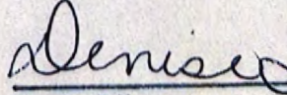

Steve Dawes,
Director/UAW Region 1-D


Jessica Lashway
HR Consultant


Steve Gruener
International Representative
UAW Region 1-D


Loria Fox
UAW Local 6888
Recording Secretary


Karen Codwin
UAW Local 6888
Bargaining Committee


Denise Liles
UAW Local 6888
Bargaining Committee