

AGREEMENT

Between

CENTRAL MICHIGAN UNIVERSITY

And

**LOCAL 1568, COUNCIL #25
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
(AFSCME)**

November 9, 2022 – June 30, 2025

PREAMBLE

The Board of Trustees of Central Michigan University and Local 1568, Council #25 of the American Federation of State, County, and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and Union recognize the moral principles involved in the area of civil rights and reaffirm in the following negotiated Agreement their commitment not to discriminate in the application of the terms of this collective bargaining agreement because of race, color, religion, sex, national origin, age, height, weight, gender, gender expression, gender identity, genetic information, marital status, political persuasion, pregnancy, child-birth or related medical conditions, sex-based stereotypes, sexual orientation, transgender status, veteran status, and disability, or for participation in or affiliation with any labor organization.

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AGREEMENT

1-1 This Agreement entered into this 9th day of November, 2022 is between the Board of Trustees of Central Michigan University, "University" and Local Union 1568, Council #25 of the American Federation of State, County, and Municipal Employees (AFL-CIO), "Union".

PURPOSE AND INTENT

2-1 The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the people of the State of Michigan, the employees, and the Union.

2-2 The parties recognize that the interests of the University and the job security of the employee depend upon the University's success in operating a state university in the most efficient manner to serve the needs of the people of the State of Michigan.

2-3 To these ends, the University, the employees, and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

2-4 The officials representing the University and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. For any meetings called by the University, the University will pay for three (3) Union members' participation if the meeting is held during their scheduled work time. A representative from Council 25 may also attend these meetings.

DEFINITIONS

Employees at the University are as follows:

3-1 Regular, Full-Time Employee

A regular, full-time employee is one who is scheduled to work a minimum of forty (40) hours per week, on a regular basis.

3-2 Provisional Employee

A provisional Employee is a full-time or part-time benefit-eligible employee. All provisional positions are contingent upon the continuation of the program and/or availability of funds. Employees in provisional positions hired before 7/1/14 have the same rights and responsibilities as regular bargaining unit employees. Employees hired into or bidding into, provisional positions on or after 7/1/14 who have not completed three years' service in that provisional position may only bump other provisional employees

3-3 Volunteers

A volunteer is not an employee, but is a person who may assist employees without pay or remuneration of any sort as an act of charity or giving, for example at Michigan Special Olympics.

3-4 Student Employee

It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for Central Michigan University students, who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. Students will not be used to conflict with the assigned duties of the regular employees when bargaining unit employees are available to perform work of a higher level.

3-5 Temporary Employee

- a. An employee who works at a designated temporary job to meet the requirements of the University that may be caused by, but not limited to, leave of absence, resignation, dismissal, temporary, abnormal or seasonal increased workloads, or any other conditions that may create short-term staffing problems. After nine (9) months of employment, except in temporary assignments resulting from a Family Medical Leave or a Sick or Personal Leave of Absence, the job will be posted as a regular job. When a designated job may last longer than nine (9) months, the University and the Union may, by mutual agreement, extend the time the job may exist before it must be posted as a regular job.
- b. A Long Term Project Temp is an employee who works at a specifically designated project with a duration of nine (9) months up to one (1) year. The union will be notified in advance of the project description, the expected duration, and the name of any employees hired to work that specific project.

3-6 Notice of hiring of all new employees doing bargaining unit work shall be given to the Union. The notice will be given to the Union promptly upon the hiring, change of designation of employee's position, and reassignment of work location and shall contain the following information:

- a. REGULAR, FULL-TIME AND PART-TIME EMPLOYEES - The date of hire, name, and position that the new employee is filling.
- b. PROVISIONAL, FULL-TIME AND PART-TIME EMPLOYEES – The date of hire, name, position, and expected duration of assignment of position that the employee is filling.
- c. TEMPORARY EMPLOYEES - The date of hire, name, and position to be filled (e.g. filling in for a leave of absence or a designated temporary job, which is to be accomplished).

3-7 Seniority shall be University-wide and is defined as uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include authorized leaves of absence, approved vacations, sick or accident leave, or transfers within the bargaining unit.

RECOGNITION

4-1 The University acknowledges the expressed desire of its employees to be represented by the Union as indicated in the consent election held on May 12, 1966, and does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees of the University in the State of Michigan included in the bargaining unit described as follows:

- 4-2 Non-teaching employees at Central Michigan University excluding supervisory, executive, administrative, professional, technical, stenographic, clerical, public safety, and student employees.

RIGHTS OF THE UNIVERSITY

- 5-1 The University has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. The University, by this Agreement, reserves and retains solely and exclusively all rights to manage, direct, and supervise the University's work force and affairs, and retains solely its management rights and functions except as they are clearly and expressly limited or abridged by this Agreement.

- 5-2 Such rights are merely by way of illustration, but not limitations with the understanding that they are administered with compliance to the contract provisions: determination and supervision of policies and all operations, methods, processes, duties and responsibilities of employees, size and type of its work force, standards of performing work, assignments, and work to be done; hiring; scheduling; promotions or demotions, transfers, releases, suspensions, discipline, discharge or lay off employees; the control of University property.

AID TO OTHER UNIONS

- 6-1 The University will not for the purpose of undermining the Union aid, promote, or finance any labor group or organization which purports to engage in collective bargaining nor make any agreement with any such group or organization.

UNION SECURITY

- 7-1 It is recognized by the University and the Union that the Union, by virtue of its position, has been designated as the exclusive bargaining agent for all the employees in the bargaining unit, regardless of their membership in the Union. 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 and that employees covered by this Agreement may not be compelled to:

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

CHECK-OFF UNION DUES, INITIATION FEES

- 8-1 **Payment by Check-off**

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 the initiation fees (if uniformly required as a

condition of acquiring membership in the Union) and monthly membership dues (in an amount established by Local 1568) proportionately each pay period from the wages due all members of the Union who individually and voluntarily give the University written authorization to do so.

The University shall forward such dues to the State Council #25, 1034 North Washington, Lansing, Michigan 48906, on or before the first (1st) day after each pay date. Such written authorization shall be effective until revoked in writing signed by the employee and delivered to Michigan AFSCME Council 25 via certified mail to the address above, the Union President, and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office.

The Union agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union initiation fees and Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to State Council #25 at the address set forth above.

8-2 Deductions

Deductions shall be made only in accordance with the provisions of the authorization for check-off of dues, together with the provisions of this Agreement. 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.

8-3 Delivery of Executed Authorization of Check-off Form

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

8-4 When Deductions Begin

Check-off deductions under all properly executed authorization for check-off 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 unencumbered by garnishment or lien to cover such payment.

8-5 Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union constitution or bylaws, refunds to the employee will be made by Council #25.

8-6 Termination of Check-off

An employee shall cease to be subject to check-off deductions beginning with the pay period immediately following the employee's delivery of signed revocation of dues deduction authorization to the Payroll Office and the President of AFSCME Local 1568.

8-7 Disputes Concerning Check-off

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 check-off of dues form, shall be reviewed with the employee by a representative of the local Union and the designated representative of the University. Until the matter is disposed of, no further deductions shall be made.

8-8 Limit of University's Liability

The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

REPRESENTATION DISTRICTS

9-1 The number of representation districts in the unit shall be the agreed-upon number. The University and the Union may redistrict the unit from time to time by agreement.

9-2 It is mutually recognized that the principle of proportional representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for implementing this section of the Agreement.

9-3 Current representation districts are:

I FACILITIES OPERATION, LANDSCAPE OPERATIONS, ENERGY AND UTILITIES (1 Chief Steward and 2 District Stewards from any of these three areas)

II. CUSTODIAL (INCLUDING AUXILIARIES)

a. First Shift custodians in all buildings (CHIEF STEWARD).

b. Third Shift custodians in all buildings (DISTRICT STEWARD)

NOTE: Only Chief Stewards may be present/involved at Step II and Step III; Chief Stewards or District Stewards may address grievance issues within the district at Step I.

9-4 When bargaining unit work is required on off-campus locations for two (2) or more employees, the Union may designate one (1) of the employees as a Union steward for the duration of the off-campus work assignment.

CHIEF STEWARDS

10-1 Employees in each district shall be represented by a chief steward. In their absence, a chief steward from another district or local officers may represent the employee.

10-2 The chief stewards may, in accordance with the terms of this section, investigate grievances within their district, provided they have obtained permission from their supervisor to do so. The supervisor will grant permission to punch out on the time clock to leave their work for these purposes, subject to exceptions for operational difficulties and emergencies.

10-3 When a chief steward's Union duties require a visit to a work area of the University, the steward will first obtain permission from the steward's immediate supervisor to leave the job and will contact the supervisor of that area.

- 10-4 The Union will furnish the Employee Relations Office with the names of its authorized representatives and such changes as may occur from time to time in such personnel, so that the University may, at all times, be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will, in return, keep the Union advised as to its representatives. If the Union fails to notify the University of the names of any chief stewards, the University shall not be liable for giving the preferences or privileges due these stewards or alternate stewards under the provisions of this Agreement.

SAFETY MATTERS

11-1 **Joint Health and Safety Committees**

1. The Central Michigan University Joint Health and Safety Committee will include the Vice President of Local 1568 as an *ex officio* member and co-chair plus one member of the bargaining unit appointed by the President from each of the following areas:
 - a. Powerhouse delegate
 - b. Trades delegate
 - c. Grounds/Warehouse delegate
 - d. Custodial delegate
 - e. Auxiliary Services delegate

By mutual agreement of the Employer and Union, additional individuals may attend committee meetings. Members appointed by the President will serve a two year term, except that at the inception of the committee two of the appointees will serve a one year term. Thereafter, their replacements shall serve a two year term.

2. Management members of the committee will include the Safety Administrator/Environmental Health and Safety as an *ex officio* member and co-chair, plus:
 - a. Director, FM Operations
 - b. Manager, Health and Wellness
 - c. Manager, Lab Safety/Risk Management
 - d. Environmental Administrator

The Director, Risk Management, Environmental, Health & Safety, may also appoint a management member to the committee if so desired.

3. Frequency of meetings:
 - a. The Committee will meet once per month during the months of January, May and September.
 - b. Meetings will be conducted during regular working hours, for a period not to exceed two (2) hours, and the Union's representatives shall not lose time or pay while attending these meetings.
 - c. In the case of 2nd and 3rd shift representatives appointed to the committee, release time equal to the time spent attending these meetings will be awarded, but not subject to overtime provisions.
4. Administrative Matters
 - a. Co-Chairs are responsible for preparing an agenda at least three days prior to each meeting.
 - b. Minutes will be published to a designated University web site.

5. Committee Charter

The Committee will be responsible for:

- a. Reviewing on-the-job accident and injury reports to determine what can be learned from those incidents about improving safety behavior.
- b. Making recommendations to the Safety Administrator/Environmental Health & Safety for safety training topics and issues:
 - i. New programs
 - ii. Updated or revised programs
- c. Reviewing proposed safety training programs and safety training materials and providing feedback to the training program originator
- d. Making recommendations to Risk Management/Environmental Health & Safety (RM/EH&S) for ways to communicate safety information to staff.
- e. Helping to present safety information to staff work groups.
- f. Making recommendations to Risk Management/Environmental Health & Safety (RM/EH&S) on steps that can be taken to reinforce and promote safe job behaviors.
- g. Making recommendations for an effective safety recognition program that is focused on recognizing safe behaviors and positive effort to promote a safe work environment.

11-2 Employee Safety Reports

All employees will report any safety problems observed as soon as possible to their immediate supervisor. In addition, an employee who has reported a safety problem to the employee's immediate supervisor shall have a right to contact the Union's designated safety representative concerned with the area where the safety problem is located. The safety representative designated by the Union may raise the problem at the next meeting of the Joint Health and Safety Committee. In addition, safety problems which have been reported to the appropriate immediate supervisor where the problem exists may be reduced to writing by the Union's safety representative on a form mutually agreed to by the Union and the University and forwarded to the Risk Management/Environmental Health and Safety Office.

SPECIAL CONFERENCES

- 12-1** Special conferences for important matters will be arranged as soon as possible between the local President of the Union and the University or its designated representative upon written request of either party. Such meetings shall be between representatives of the University and a maximum of three (3) representatives of the Union and more may attend by mutual agreement of the parties. Arrangements for such special conferences will 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. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Agreements may be reduced to writing at the request of either party and shall serve as precedent for future similar issues.

EMPLOYEE GRIEVANCE PROCEDURE

13-1 Any employee grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented and processed as set forth below. Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When separate grievances are filed on a similar issue, they will be combined into a group grievance and processed as such. When a group grievance is brought, only one (1) employee from that group shall attend the meetings set forth in the grievance procedure as the aggrieved employee. The aggrieved employee may be present through Step Two (2) of the grievance procedure, and may be present at Step Three (3) at the request of either party.

13-2 The Union may only bring a grievance which is a question of interpretation and/or application of the written provisions of this Agreement, or supplemental agreements thereto, other than one which can be processed under paragraph 13-1 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 Three (3) of the grievance procedure provided the grievance is submitted to the Employee Relations Office at the latter of either of the following two (2) time periods:

- a. Ten (10) business days following the occurrence of the event giving rise to the grievance, or
- b. Ten (10) business 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 Step Three (3) of the grievance procedure.

PRESENTING A GRIEVANCE

13-3 Step One (1) Immediate Supervisor (Oral)

An employee who has a grievance concerning an alleged violation of the written provisions of this Agreement may discuss the grievance with the employee's immediate supervisor, or the employee may refer the grievance to the steward of the employee's district who may then accompany and represent the employee in a discussion of the matter with the employee's immediate supervisor. The employee or the employee's district or chief steward should expeditiously, and in no event later than the latest of the following two (2) time periods, orally inform the employee's immediate supervisor of the grievance in order to be a proper subject for the grievance procedure:

- a. Ten (10) business days after the occurrence of the event giving rise to the grievance.
- b. Ten (10) business days after the date the employee reasonably should have known of the facts giving rise to the grievance.

The employee's supervisor shall expeditiously, but not later than twenty-four (24) hours after the supervisor is so informed, set a time and place for discussing the grievance. The supervisor shall issue a response to the grievance within five (5) working days of the meeting.

Step Two (2) Administrative Level (Written)

13-4 If the party(ies) to the grievance do not receive a satisfactory oral answer or no answer within ten (10) business days after oral presentation, any grievance concerning questions of interpretation and/or application of the written provisions of this Agreement may be referred by the grievant and district chief steward and filed within ten (10) business days from the oral presentation at Step One (1) in the office of the administrative head of the grievant's department. The district chief steward may reduce the grievance to writing on the form mutually agreed to by the parties and furnished in sufficient quantity by the University. The written grievance must be signed by the grievant and must clearly indicate the following in order to be a proper subject for the grievance procedure;

- a. The provision or provisions of this Agreement alleged to have been violated.
- b. The facts which are known at the time the grievance is submitted by the grievant and the district chief steward which are alleged to pertain to the matter.
- c. The remedy desired

A meeting will be arranged within ten (10) business days from the date the grievance is received by the administrative head between the Union President, the district chief steward, the aggrieved employee, the administrative head and designated representative(s) within the department.

13-5 The administrative head or designated representative will provide a written answer to the district chief steward within ten (10) business days from the date of the meeting in which the grievance was discussed, unless the time limit is extended by mutual agreement.

13-6 Any grievance not appealed in writing following an answer at the second (2nd) step of the grievance procedure to the third (3rd) step of the grievance procedure within ten (10) business days from the date of the second (2nd) step written answer shall be considered settled on the basis of the last answer and not subject to further review.

Step Three (3) University Level (Written)

13-7 If the University's second (2nd) step written answer is not satisfactory to the grievant, or if no written second (2nd) step answer has been delivered to the Chief Steward by close of business of the tenth (10th) business day following the date of the second (2nd) step meeting, the Union President may submit the grievance to the third (3rd) step by presenting a completed grievance form, signed by the Union President, to the University's Employee Relations office not later than the earlier of the tenth (10th) business day after receipt of the answer, or the tenth (10th) business day after the date of the second (2nd) step meeting.

The grievant, Chief Steward, Union President, Council 25 Representative and Employee Relations Representative(s) will meet within fourteen (14) business days of the second step meeting, or such other time limit as may be mutually agreed upon by the parties.

13-8 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.

13-9 The University will answer the grievance in writing within ten (10) business days from the date of the meeting at which the grievance was discussed in accordance with paragraph 13-7 above.

- 13-10** Any grievance not referred by the Union to arbitration within thirty (30) calendar days from the date of the third (3rd) step answer shall be considered settled on the basis of the last answer and not subject to further review.
- 13-11** The Local President or designated representative shall be allowed time off the job without loss of time or pay to present a grievance the President is to discuss or has discussed with the University at the third (3rd) step or above upon having received permission from the Local President's or designated representative's immediate supervisor for the President or designated representative to leave work for these purposes, subject to necessary emergency exceptions. The privilege of the Local President or designated representative leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Local President or designated representative will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.
- 13-12** After the referral to the third (3rd) step and upon request to the Director/Employee Relations, representatives of Council 25 who will represent an employee in the grievance or arbitration procedures may visit the University for the purpose of preparing the case for presentation. During such a visit, after arranging a time for the visit with the Employee Relations Office, representatives may view any area relevant to the grievance, with the Union President or designated representative. In addition, the representatives and the Union President or designated representative, after arranging a time with supervisor(s), will not be prohibited by the University from privately interviewing any bargaining unit persons or other persons in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the employer and not be abused. Employees may be called from such interview in emergencies to cover production difficulties.
- 13-13** For purposes of the grievance and arbitration procedures, any reference to days shall mean business days defined as Monday through Friday exclusive of Saturdays, Sundays, and holidays. Timelines in article 13 may be extended by mutual agreement of the parties.

ARBITRATION

14-1 Submission to Arbitration

If the Union is not satisfied with the answer at Step Three (3) of the grievance procedure, the Union may submit the matter to arbitration by notifying the Employee Relations Office in writing that the Union is requesting arbitration. Such notice must be received in the Employee Relations Office within thirty (30) business days of the Third Step answer in order to be properly referred for arbitration.

14-2 The parties agree to use the Arbitrator list found in Appendix A on a rotating basis for any grievance that rises to the level of arbitration.

14-3 Every attempt will be made to have arbitration hearings scheduled within four (4) months.

14-4 The fees and approved expenses of an arbitrator shall be paid by the party not prevailing in the arbitration. The party requesting a cancellation or postponement shall be responsible for all fees and approved expenses of an arbitrator associated with the cancellation or postponement.

- 14-5** Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation or application or alleged violation of the written provisions of this Agreement or written supplemental agreement thereto.

The arbitrator shall be confined to the written provisions of the Agreement and 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

14-6 Attendance by Aggrieved Employee and Other Employees

The aggrieved employee may attend the full arbitration hearing. Employees who testify during the employee's scheduled working time shall not lose regular pay for the time they testify or are required to be in attendance at the hearing, provided that employees who are going to be in attendance notify their supervisor in advance and receive supervisory approval that their presence is required. Employees so released shall immediately return to work upon being dismissed from the proceedings.

14-7 Finality of Decisions

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

WITHDRAWAL OF CASES

- 15-1** A grievance may be withdrawn by the Union without precedent by submitting a written notice to the Employee Relations Office before the expiration of the time limits for submitting the grievance to the next step of the grievance process. A grievance which is withdrawn after submission to arbitration at 14-1 is withdrawn with prejudice.

COMPUTATION OF BACK WAGES

- 16-1** In cases of termination, promotion, or demotion, no award for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's base rate including shift differential, if applicable during the period that begins 75 calendar days prior to the date the arbitration hearing concludes and which ends on the date of the Arbitrator's Opinion and Award. All such back pay awards shall be offset by any interim earnings the employee received, or could have earned, from the date the initial grievance was filed until the date of the Opinion and Award.

- 16-2** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation including shift differential, if applicable, for all regular lost time and full restoration of all rights and conditions of employment, less any interim earnings, except previously established supplemental employment.

DISCHARGE OR DISCIPLINE

17-1 Notice of Discharge or Discipline

The University agrees promptly upon the discharge of any employee, where no disciplinary hearing is to take place, to notify the employee in writing of any discharge or discipline together

with an additional copy to the chief steward and Union President. Prior to any disciplinary hearing or meeting with the employer that may cause disciplinary action to be taken, the effected employee will be provided with Union representation.

17-2 Conditions for Removal of Employee From University Premises

A discharged or disciplined employee who is not a probationary employee, upon the employee's request, will be allowed to discuss the discharge or discipline with the chief steward of the district 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 chief steward before the employee is required to leave the property of the University. Upon the request of the disciplined employee or the chief steward, 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 that employee's chief steward. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving alcohol or drug impairment, violence, stealing or willful destruction of property. The chief steward will be notified of action taken in these cases.

17-3 Appeal of Discharge or Discipline

Should the discharged or suspended employee consider the discharge or suspension to be improper, the employee may submit the matter to grievance directly at the third step of the grievance procedure within ten (10) business days of the discharge or suspension. In the case of discipline other than suspension or discharge, should the employee consider the discipline to be improper the matter may be submitted at Step I of the grievance procedure as provided in Article 13-3.

17-4 Use of Past Record

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

SENIORITY MATTERS

SENIORITY

18-1 Super Seniority

Super seniority, for the purposes of layoff and recall priority only, will be granted first to the Local Union President and next to the chief stewards in the affected districts.

18-2 Seniority of Officers

The President and chief stewards of the Union shall, in event of a layoff only, be continued to work at all times when one or more representation districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

18-3 Seniority Lists

The seniority list on the date of this Agreement will show department, classification, seniority date and last date of hire of all employees in the bargaining unit entitled to a ranking for seniority.

18-4 The University will keep seniority lists up-to-date at all times and whenever a chief steward shall raise a question of seniority, shall make the seniority list available for the chief steward's inspection for the purpose of settling the question.

18-5 Within thirty (30) days after the ratification of this Agreement, and semi-annually in January and July thereafter during the term of this Agreement, the University shall forward to the Union Secretary one electronic copy of the seniority list of all bargaining unit members covered by this Agreement listing the employees by seniority date order.

18-6 Work Location List

The University will provide to the Union an information list, semi-annually, showing the current primary work location of each bargaining unit employee. The work location of employees may change from the location stated on the list.

18-7 Order of Seniority

In matters where seniority is a controlling factor and two (2) or more employees have identical seniority dates, then the priority order for such matters will be determined by alphabetical order of the employees' last names. In a case where two (2) or more employees' last names are identical, then the alphabetical order of the employees' first names will be used.

VACANCIES

19-1 Where the University determines a need to fill a bargaining unit vacancy, such vacancies will be posted and filled according to the following procedure:

19-2 If the University elects to fill a bargaining unit vacancy, a job vacancy notice shall be posted by the University for five (5) working days, on the telephone Job Hotline and on the Human Resources website, and filled within thirty (30) calendar days thereafter, providing applicants possessing the necessary training, basic qualifications and physical qualifications for the job under consideration are available. A copy of postings will be sent to the President of the Union. Information on job postings will include: job title, level, building, shift and schedule hours. Information on job postings on the Human Resources website will include all of the above and the position description and minimum qualifications. Qualified employees shall indicate their desire for consideration via electronic bid format using PeopleAdmin or such similar application as the University may adopt. PeopleAdmin will generate an electronic confirmation number for each application an employee submits. This confirmation number will serve as evidence the application was submitted. The University will provide the use of computer kiosks and assistance if needed to submit an application. The employee is responsible for periodic review and update of the employee's application material. Information which is not included in the application material will not be reviewed/considered when determining qualifications of the employee.

Vacancies Shall Be Filled As Follows:

19-3 For a vacancy below pay level four (4) positions shall be awarded on the basis of seniority to employees who possess the necessary training, basic qualifications and physical qualifications for the job under consideration. Bargaining unit members employed in the University Center shall be permitted to bid on internal custodian job vacancies at CMU. Bargaining unit member employed as custodians may bid on internal vacancies in the University Center.

For a vacancy at pay level four (4) or above, qualifications of the bidding bargaining unit members shall be the determining factor, assuming there are bidding bargaining unit members who meet or exceed minimum qualifications. In the case of bargaining unit members with relatively equal qualifications, seniority shall control. Where a vacancy at pay level four (4) or above has been simultaneously posted internally and externally and there are bargaining unit

members on the qualified bidders list for the vacancy the University will interview at least the top senior bidder.

An employee shall be disqualified from bidding on a vacancy at any level if the employee has been subject to disciplinary action at or above the level of Written Warning during the twelve (12) month period prior the vacancy's posting.

- 19-4** The University will not consider a request for the vacancy from an employee who has not submitted an electronic request for the vacancy to the University on or before the end of the fifth (5th) working day from the time the job is posted.
- 19-5** If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the President of the Union.
- 19-6** The employee will indicate acceptance or rejection of the position on the form provided by the employee's supervisor.
- 19-7** The employee will be expected to begin the duties of the new job at the time designated by the supervisor once the employee has signed the form accepting the position.
- 19-8** An employee who accepts a new position shall be granted a five (5) working day trial period for vacancies in the same classification, or ten (10) working days for vacancies for a different classification to determine:
- a. Ability to perform the work
 - b. Desire to remain in the position.
- 19-9** During the five (5) or ten (10) working day trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the University with a copy to the chief steward of the district and the employee shall revert back to the employee's former position. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the new position, the University is not required to honor an employee's request for a transfer for one (1) year from the date the employee started in the job position, unless to a different classification, higher pay grade or from a ten (10) month job to a twelve (12) month job or to another shift as per section 19-15.
- 19-10** The trial period will be five (5) or ten (10) working days provided, however, if an employee is absent, for any reason during the trial period the University may, at its discretion, extend the trial period equal to the number of days missed.
- 19-11** The University will not be required to honor a bid:
- a. During the probationary period, or
 - b. From any member of the bargaining unit for a vacancy posted "external only" following an internal posting where either no members of the bargaining unit applied or where the individual seeking to apply for the external posting failed to apply for the internal posting;
or
 - c. From a member absent on medical leave or personal leave;

d. An employee who more than once in a twelve month period following a successful bid voluntarily reverted to the employee's previous position during a trial period shall not be eligible to bid on any other position within the bargaining unit for twelve (12) months from the date of the most recent trial period reversion.

19-12 During the trial period, employees will receive the rate of the job they are performing.

19-13 During the trial period, if the first qualified applicant, after accepting the position, elects to revert or the University returns them to their original position, the University does not need to re-post the position vacancy. Instead the University may use the original job posting list to seek additional qualified applicants. If other applicant(s), after accepting the assignment, elect to revert or are returned by the University to their original position, the University shall continue to use the initial job posting list, provided, however each job posting list shall expire sixty (60) calendar days after the initial posting period expired or there are no qualified applicants.

19-14 For each vacancy filled the University will provide the Union President with the following:

- a. The name, seniority date, and classification of the person filling the vacancy.
- b. Copy of the bid sheet for the vacancy.

19-15 Shift changes shall be awarded in the same manner as a job vacancy; however, the University will not be required to honor more than one (1) shift change per four (4) month period for an employee.

19-16 An employee alleging a violation of this article may submit an employee grievance beginning at the third step of the grievance procedure within five (5) days after the occurrence of the event giving rise to the grievance or the date the employee should have reasonably known the facts giving rise to the grievance.

WORK IN HIGHER CLASSIFICATION

20-1 If an employee is temporarily (that is, on a day-to-day basis) assigned to a job with a higher rate of pay, the employee shall receive the rate of the higher job classification for all hours assigned to that job. The employee will receive the increase in pay for all hours worked in the assignment.

CREW LEADER

20-2 In the absence of, or to assist regular supervisory staff, the University may temporarily assign an available regular bargaining unit employee in the required classification and shift as a crew 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 crew leader which may include (but not necessarily limited to) the following:

- a. Making or assisting in the set-up of work necessary in the group the employee leads.
- b. Providing instruction and training to the employees in the group the employee leads.
- c. Assisting and directing occupational difficulties encountered by employees in the group the employee leads.
- d. Distributing jobs or making work assignments under a designated University supervisor.

- e. Informing the designated University supervisor of the status of work available in the group and equipment and materials necessary to perform the operations of the group.
- f. Performing bargaining unit work. A leader shall not assume the responsibilities for: hiring, discharging or disciplining other employees. Crew leaders may be questioned regarding discipline issues but shall not act as a supervisor on such matters. Employees at or below SM8 designated as crew leaders by the University shall be paid seventy-five (75) cents per hour more than their regular base rate (including shift differential when applicable) for the period of assignment.
- g. Crew leaders will not authorize time cards, vacation or personal leaves.

LAYOFF PROCEDURE

- 21-1 Except as otherwise provided in this Agreement, when there is a decrease in the work force resulting in layoff in the bargaining unit, the following procedure shall be followed. Temporary employees shall be laid off in the classification initially affected before probationary employees. Probationary employees within the classification initially affected shall be laid off before seniority employees.
- 21-2 Regular seniority employees will be laid off according to their seniority within their classification, providing the greater seniority employees are able to perform the available work. Employees hired into, or who bid into, a provisional position on or after 7/1/14 who have less than three (3) years' service in a provisional position at time of layoff may not displace or bump regular employees, but may displace less senior provisional employees provided the provisional employee with greater seniority is able to perform the available work.
- 21-3 A removed employee shall be transferred, conditioned upon possessing the necessary training, basic qualifications, and physical qualifications for the job to be performed, and subject to the exception for provisional employee stated in 21-2, above, in the following order of priority:
 - 21-4 To a vacancy, if any, in the same classification.
 - 21-5 To replace an employee with the least seniority in the employee's classification.
 - 21-6 To a vacancy, if any, in another classification in the same pay level.
 - 21-7 To replace an employee with the least seniority in the same pay level.
 - 21-8 To a vacancy, if any, in a classification assigned to the next lower pay level.
 - 21-9 To replace an employee with the least seniority in a classification assigned to the next lower pay level.
 - 21-10 To replace an employee with the least seniority in any lower pay level.
- 21-11 The above procedure set forth in paragraphs 21-3 through 21-10 shall be applied for an employee who is replaced as a result of the application of the above procedures until the employee is transferred or laid off.

- 21-12** In the event that a temporary employee is employed in a bargaining unit classification, a regular employee including a probationary regular employee, unless the regular probationary employee is terminated, who is to be removed due to a work force decrease, shall have the option of replacing the temporary employee conditioned upon ability to perform the work available. An employee exercising this option shall be paid at the temporary employee pay rate if the temporary job assignment is in a different classification. If the employee is a probationary employee, that employee shall receive no credit for time worked towards completion of probation for time worked in the temporary assignment.
- 21-13** Employees to be laid off for an indefinite period of time, will have at least seven (7) calendar days' notice of layoff. The Local Union President will receive a list from the University of the employees laid off on the same date the notices are issued to the employees.
- 21-14** In emergency circumstances the University may lay off members of the bargaining unit for up to fourteen (14) days without prior notice.

RECALL PROCEDURE

- 22-1** An employee with seniority who has been laid off pursuant to the provisions of paragraphs 21-1 through 21-13 shall be recalled to work conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in paragraphs 21-3 through 21-10. However, the University will not be required to promote an employee to a higher-rated position at the time of recall unless the employee has previously performed the higher-rated job and possesses at the time of recall the necessary training, basic qualifications, and physical qualifications for performance of the higher-rated job. Employees on layoff may accept temporary assignments during the period that falls between Spring commencement and the first class day of the Fall semester, however their recall period will continue to be calculated from their original date of layoff. Failure of employees on layoff to accept such summer session temporary assignments will not jeopardize the University's rights to employee temporary help during the summer session.
- 22-2** An employee who is recalled from a seniority list in the bargaining unit from which the employee was laid off shall maintain seniority, including that which otherwise would have been acquired during the period of layoff, unless the employee is laid off during the term of this Agreement for a continuous period equal to the seniority the employee had acquired at the time of such layoff or two (2) years, whichever is less.
- 22-3** Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, the employee shall be considered a quit. Extensions may be granted by the University in proper cases.
- 22-4** Employees recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before the return to work.

TEMPORARY LAYOFFS

- 23-1** During semester breaks and conditions beyond the University's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than seven (7) working days, the Union can request the management adjust the working force according to the appropriate layoff provision of the Agreement and the University will do so within two (2) working days

thereafter. During such adjustment, the University will endeavor to give consideration in retaining the senior employees whenever time and circumstances permit.

LOSS OF SENIORITY

- 24-1 An employee shall lose the employee's seniority for the following reasons:
- 24-2 The employee resigns.
- 24-3 The employee is discharged and the discharge is not reversed through the grievance procedure.
- 24-4 The employee retires or receives a pension under the pension or retirement plan of this Agreement. If the employee receives a pension for total disability, recovers, has that pension discontinued and is re-employed, the employee's seniority, including that which the employee otherwise would have acquired during the period of disability, shall be restored provided, however, if the period of the employee's disability retirement was for a period longer than the seniority the employee had on the date that employee's pension for permanent total or partial disability began, the employee shall, upon the discontinuance of that permanent total or partial disability pension, be given seniority equal to the amount of seniority the employee had on the date such pension began.
- 24-5 The employee is absent from the employee's job for three (3) consecutive working days without notifying the University. In proper cases, exception may be made by the University. After such absence, the University shall send written notification to the employee at the employee's last known address that the employee has lost all seniority and the employee's employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure, but the University will not accept a grievance of this kind that is initiated more than five (5) working days after the date of termination.
- 24-6 The employee does not return to work when recalled from layoff. In proper cases, exceptions may be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- 24-7 Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as 24-5 above.
- 24-8 The employee is laid off during the term of this Agreement for a continuous period equal to the employee's seniority as of the date of layoff or two (2) years, whichever is less.

PROBATIONARY EMPLOYEES

- 25-1 New employees hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) working days of their continuous employment. When an employee successfully completes the probationary period, employee shall be entered on the seniority list and shall be credited with the full seniority for continuous service from the date of original hire which will include employment on probationary status. There shall be no seniority among probationary employees.

- 25-2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees, for reasons other than Union activity.
- 25-3 Temporary employees who become regular, and the temporary employment period is contiguous with the regular employment, will serve the probationary period.
- 25-4 Supervisors of new employees hired into the bargaining unit should complete a performance evaluation and discuss it with the employee before the end of the probationary period.

BARGAINING UNIT PROTECTIONS

- 26-1 The Union understands that it is the intent of the University to use student help and temporary employees to supplement the regular work force and not to displace it. Therefore, no employee in the bargaining unit will be displaced as a result of these employees performing work.
- 26-2 When student help and temporary employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis, provided the bargaining unit employee is available, qualified and able to perform the work.
- 26-3 Supervisory and non-bargaining unit employees will not perform bargaining unit work except: (1) in emergencies, (2) in the instruction or training of employees, (3) testing materials and testing methods of operation, (4) during any charitable event such as Michigan Special Olympics, and (5) in the performance of necessary work when operational difficulties are encountered and qualified employees are not available. In no event will supervisory personnel be utilized for the purpose of preventing payment of overtime.

SUBCONTRACTING

This policy shall not affect the right of the University to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

- 27-1 In the event the University decides to have work regularly, customarily, and exclusively performed by bargaining unit employees performed by non-bargaining unit employees, the Union will be notified. Thereafter, at the request of the Union, the University will meet to discuss the effects of the decision on bargaining unit employees.

LEAVES OF ABSENCE WITH PAY

Personal Leave Days

- 28-1 Three (3) personal leave days with pay are granted to each employee in the bargaining unit. Employees may take personal leave for any purpose. Examples for uses of personal leave, which are by way of illustration and not limitation, are attending to personal matters, attending religious services, celebration of employee's birthday, voting, etc. Personal leave days herein granted are earned on the basis of two (2) personal leave hours for each month of employment during the University's calendar year. Full-time employees in the first year of employment who are hired after the 15th of the month are eligible for one (1) hour of personal leave for the first month. Personal leave days may be taken before they are earned; however, unearned leave time shall be deducted from an employee's last paycheck when an employee terminates employment or takes a leave of absence without pay (prorated based on date of termination).

28-2 Personal leave benefits for regular part-time employees in the bargaining unit will be prorated on the basis of the proportion of the position held by the employee to regular full-time employment.

28-3 Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if workloads do not permit the taking of personal leave at the particular time desired by the employee, except permission must be granted for any funeral and sickness of any family member or relative. Personal leave days do not carry over from year to year, and if not used on or before the end of the last full pay period of the calendar year, they are lost. Personal leave may be taken in units of an hour and any time taken in a unit less than an hour will be charged as an hour.

Funeral Leave

28-4 A bargaining unit member will be given approved leave, with pay, not to exceed three (3) days per occasion as required by the circumstances for the death of a person in the immediate family of the employee as defined in paragraph 28-6.

28-5 A reasonable number of employees may attend the funeral of an employee or former employee provided, they use paid time off. All persons attending such funeral shall return to work at the end of the funeral.

28-6 Immediate family includes the employee's spouse, officially designated Other Eligible Individual (OEI), children, parents, step parents or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, employee's grandparents, grandchildren, employee's spouse's grandparents and any person for whose financial or physical care the employee has been principally responsible.

28-7 If an aunt or uncle or niece or nephew of the employee dies, the employee will be given an approved absence as required by the circumstances, not to exceed one (1) working day per occasion.

Court Required Service

28-8 A regular employee who has completed the probationary period, who is summoned and reports for jury duty as prescribed by applicable law, or who is served with a subpoena to appear in court and is not a party to the action or is not appearing as a witness against the University will be provided release time from the employee's regular work (but not in excess of regularly scheduled hours missed as a result of appearance in court). In order to receive the payment referred to, the employee will:

- a. give the employee's immediate supervisor prior notice as soon as is reasonably possible that the employee has been summoned for jury duty or has been subpoenaed as a witness in the case and is not a party to the case or is not appearing as a witness against the University;
- b. give satisfactory evidence that the employee performed such jury or witness duty on the days which the employee claims payment;

- c. each day return to work when released from jury duty or witness duty (either temporarily or permanently) unless the employee is not released in time to reasonably permit the employee to return one (1) or more hours before the end of the shift.

28-9 An employee who does not lose time from the employee's assigned schedule of work, but who nevertheless has performed jury duty service or who has appeared in court pursuant to a subpoena* within the eight (8) hour period immediately before the beginning of the employee's shift and is not a party to the action or is not appearing as a witness against the University, at the employee's request, may have an amount of time off work equal to the time the employee was required to spend in court during that eight (8) hour period immediately before the beginning of the employee's shift, equal to the time the employee was required to spend in court during that eight (8) hour period. In such cases, the employee will be paid for this time off at the employee's base rate. An employee who is required to report for jury service or appear in court pursuant to a subpoena, and who is not a party to the action or is not appearing as a witness against the University, following completion of a shift which ends after 11:30 p.m., will be excused from work and paid for such lost time at the employee's base hourly rate.

*Jury and witness fees do not include reimbursed expenses or travel allowances.

Military Leave (Short Tours)

28-10 All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if the military pay is less. The computation of this difference will be: gross University pay for the authorized period of time less all military pay and allowances for that period.

28-11 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.

Sick Leave

28-12 All employees are entitled to sick leave benefits on the basis of one-half (1/2) working day for each completed biweekly payroll period of eighty (80) hours of pay. In pay periods where the employee receives less than eighty (80) hours pay, sick leave accrual will be prorated using eighty (80) hours as the base. Sick leave may accumulate up to a maximum 1,040 hours, but the total accumulation may not exceed 1,040 hours.

Part-Time Employees

28-13 Regular, part-time employees will be entitled to sick leave benefits prorated on the basis of the proportion of the position to regular full-time employment.

Accumulation of Sick Leave While Off Duty Because of Illness

28-14 All employees will continue to accrue one half (1/2) day per biweekly payroll period sick leave credit as long as they are on the active (distinguished from the inactive) payroll, even though they are absent from duty. Employees on leave of absence without pay will not receive any sick leave credit during such leave.

Retention of Accumulated Sick Leave

- 28-15** Employees who return to work upon recall from a layoff and employees returning to work from an approved leave of absence without pay shall have the amount of sick leave, previously earned and unused which existed at the time the layoff or leave commenced, reinstated effective with the commencement of work by the employee.

Use of Sick Leave Credit

- 28-16** All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be and are on duty at the University. Employees may use available accumulated sick time to attend to ill or injured family members (family member for these purposes is the same as defined in Article 31-1). Any utilization of sick leave allowance by the employee must have the approval of the department.

**The University will amend the Attendance Improvement Program to exempt the use of up to eight (8) hours of sick leave per snow removal event, where an employee reports the absence as "recovery time" through the appropriate time recording system, with supervisory approval.*

- 28-17** All absences of employees due to an FMLA qualifying event shall be debited against the employee's record regardless of whether or not the employee's department absorbs the employee's work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for the employee's regularly scheduled duties for one half ($\frac{1}{2}$) day or more because of illness, injury, or childbirth, and the employee's sick leave account will be debited for the time the employee is absent from work. Sick leave may be taken in units of no less than one-quarter ($\frac{1}{4}$) hour.
- 28-18** Each employee desiring consideration for sick leave benefits may be required to file with the Employment Services Office either a statement by a physician or a sworn affidavit, that the claim of absence for any of the reasons for the sick leave is bona fide, prevented the employee from attending work or the employee was directed not to attend work by the physician as part of the physician's treatment of the sickness. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 28-19** Whenever an employee has used up all of the employee's sick leave credit, the employee will be removed from the payroll until the employee reports back to duty. In computing terminal sick leave payments in items 28-20 or 28-21 below, a fraction of a year will be prorated on a monthly basis with one half ($\frac{1}{2}$) or more of any month being considered as an entire month.
- 28-20** An employee who separates from University service for retirement purposes, who will be receiving pension payments from the University retirement program within six (6) months after the employee's separation date, who had been employed for thirty (30) years at Central Michigan University or a minimum of ten (10) years and the attainment of at least age sixty (60), or employed for at least fifteen (15) years and age 55-59 shall be paid for two thirds ($\frac{2}{3}$ rds) of the employee's unused sick leave as of the effective date of the separation. If the employee is under age 60, the payment will be prorated based on a formula where age is the numerator and 60 is the denominator. Such compensation is paid at the employee's current rate of pay. This provision shall not apply to employees hired on or after July 1, 2002.

- 28-21** In case of the death of an employee (regardless of age or length of service at Central Michigan University), payment of two-thirds (2/3) of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay. This provision shall not apply to employees hired on or after July 1, 2002.
- 28-22** Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition or any FMLA qualifying event with the doctor, dentist, or other recognized practitioner, to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
- 28-23** Employees must notify their immediate supervisors at the earliest opportunity when they will be off work because of illness. Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.
- 28-24** The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in that supervisor's department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record.

LEAVES OF ABSENCE WITHOUT PAY

Leave of Absence for Illness or Disability

- 29-1** An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay and vacation payments, except hours banked under Article 31-1 of this Agreement, shall be granted a leave of absence, without pay, upon request in writing to the Employment Services Office and furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to the Employment Services Office by the Union or any other interested party.
- 29-2** The leave of absence shall be for the period of continuing disability for a period of time up to one (1) year. If the disability continues for more than one (1) year, the leave of absence may be renewed not to exceed a total leave of absence of two (2) years, unless extended by the Employment Services Office. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.
- 29-3** If an employee who can perform the work has been on a leave of absence for illness or disability lasting for a period of one (1) year or less, the employee will have the right to return to the position the employee was assigned to when the leave was granted. An employee who has been on a leave of absence for illness or disability lasting for a period of over one (1) year who notifies the Employment Services Office in writing of a desire to return to work during the leave of absence or directly at the end of the leave of absence and who can perform the work, will either fill a vacancy or replace the least senior employee in the classification the employee was working in at the time the leave of absence was granted.

Personal Leave of Absence without Pay

- 29-4** Leaves of absence without pay up to four (4) months may be granted, dependent upon the operational needs of the University, in cases of exceptional need for those employees who

have been employed on a regular basis and have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care for a newly born infant (including newly adopted children who are not enrolled in school up to age 6), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the University for an additional four (4) months period, but the total leave time shall not exceed one (1) year. If a personal leave lasts for a period of four (4) months or longer, the employee may be required to take another physical examination before returning to work. An employee on a personal leave of absence without pay of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from a personal leave of absence without pay after four (4) months, the employee will either fill a vacancy or replace the least senior employee in the classification the employee was working in at the time the leave of absence was granted.

Long-Term Military Leave

- 29-5** An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A 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.
- 29-6** 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.
- 29-7** A seniority employee who is able to do the work, meeting the requirements of 29-6, returning from a long-term military leave within six (6) months from the commencement of the leave where the Union has allowed a temporary employee to be employed in the employee's position for the period of the leave, will return to the position to which the employee was assigned when the leave was granted. A seniority employee not covered by the preceding sentence who meets the requirements of paragraph 29-6 returning from a long-term military leave will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

Educational Leave - Veterans

- 29-8** An employee with seniority who has returned to active employment in the bargaining unit at CMU from a military leave of absence shall be granted an educational leave of absence without pay for a period equal to the employee's seniority, but not to exceed four (4) years in order to attend a federally approved full-time educational program with benefits provided by federal law.
- 29-9** An employee on an "Educational Leave--Veterans" of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from an "Educational Leave--Veterans" without pay after four (4) months and if it is not possible to assign work to an employee immediately upon return from the leave of absence without pay, the employee will be granted an extended leave to be worked out with the Employment Services Office while a concerted effort is made to find employment for the employee.

Leave for Union Business

- 29-10** Members of the Union elected to local positions or selected by the Union to do work which takes them from their employment with the University may, upon application, and at the written request of the Union, receive temporary leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be the shorter; however, the duration of these leaves may be extended by the Employment Services Office.
- 29-11** Upon their return, they shall be re-employed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, it will be necessary for the employee to take a physical examination at the Health Center or from any center or physician designated by the University at the University's expense, before returning to work.

Leave of Absence without Pay Qualifications

- 29-12** The employee who is on a leave of absence without pay will accrue seniority but will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Benefits and Wellness Office about maintaining the employee's group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be requested in writing and approved by the administrative head and cleared through the Employment Services Office.

UNION RELEASE TIME

Union Educational Leave

- 30-1** Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. One Hundred and Twenty (120) hours per contract year shall be allocated to the bargaining unit for Union educational leave purposes. Union educational leave hours will not carry over from year to year. Four (4) employees only from each department shall take leave at any one time and any one (1) employee in the bargaining unit shall take no more than forty (40) hours of this leave per year. Employees requesting release time under this provision shall identify the class or seminar they wish to attend, including times, dates and place. The Union agrees to use this leave reasonably.

Union Business Leave

- 30-2** The University and Union agree to allow up to a total of One Hundred-fifty (150) hours with pay per contract year for the Union President, chief stewards, or a bargaining unit employee designated to conduct appropriate union business to include conventions, seminars, and new council business. It is understood that this time will be used appropriately and the President or chief stewards will receive permission from the appropriate supervisor and the Employee Relations Office prior to using this time. Leave requests submitted to the Employee Relations Office less than seven (7) calendar days in advance may be denied. Union business hours do not carry over.
- 30-3** The University will consider additional paid release time if good cause is shown and proper request is made to the Employee Relations Office. On occasion permission may also be granted by the Director, Employee Relations, or designee, for the President or chief stewards to leave the University campus to conduct Union business.

FAMILY MEDICAL LEAVE (FML)

- 31-1** The Family And Medical Leave Act (FMLA) of 1993 permits eligible employees paid or unpaid job-protected medical, military, family, and/or other family leave. This leave runs concurrent

with other leaves of absence provided in this agreement except Workers Compensation. Qualifying employees may use accrued paid time off during their period of absence.

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

It is the University's intent to provide at least the minimum coverage as prescribed by the FMLA. For full details of the University's FMLA policy, including information related to University benefits contributions during an FML, and associated forms, refer to the Human Resources website at <https://www2.cmich.edu/fas/hr/Pages/default.aspx> . The full text of the FMLA may be viewed on the U.S. Department of Labor website www.dol.gov.

NOTIFICATION OF PHYSICAL CONDITION

- 32-1 Employees learning of any FMLA applicable condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.

MEDICAL CONDITION FOLLOWING LEAVE

- 33-1 A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to the member's condition with respect to whether the member's condition might interfere with the performance of the member's duties.

WORKER'S COMPENSATION AND DISABLED VETERANS' REEMPLOYMENT

- 34-1 An employee who receives payment under the terms of the "Worker's Compensation Act", for which the University is liable, who is unable to perform the employee's regular work and any veteran who sustained a service-connected disability while on military leave from the University which prevents the veteran from performing the veteran's regular University work, may be temporarily employed by the University in any other work which the employee can satisfactorily perform.
- 34-2 If an employee is injured during working hours, the employee must report the injury to the employee's immediate supervisor as soon as possible. An employee who is seriously injured and cannot work, in the opinion of the examining doctor, will be paid for the balance of the employee's shift and then will be covered by other provisions of this Agreement. An employee who returns to work within the employee's regular shift immediately after initial treatment of an injury on the job shall not lose time or pay while absent from the workplace. This provision shall not apply to subsequent physical therapy, rehabilitation services, or other medical treatment arising out of the on-the-job injury.

MEDICAL DISPUTE

- 35-1 In the event of a dispute involving any employee's physical ability to perform that employee's assigned work upon the employee's return to work at the University from a layoff or from any leave of absence and the employee is not satisfied with the determination of the designated physician of the University with respect to the employee's ability to perform that employee's work, the employee may submit a report from a medical doctor of the employee's own choosing and at the employee's own expense. If the dispute still exists, at the request of the

employee, the designated physician of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding upon the parties. The expenses of the third-party medical physician shall be shared equally by the University and the employee.

UNION BULLETIN BOARD

- 36-1** The University will continue to provide bulletin boards at each existing location and will provide a bulletin board in each new building where a time clock is located which may be used by the Union for posting of notices of the following types:
- a. Notices of Union recreational and social events.
 - b. Notices of Union elections.
 - c. Notices of results of Union elections.
 - d. Notices of Union meetings.
- 36-2** The Union shall have the right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of materials posted on the Union bulletin boards, the President of the Local Union will be advised by the Director/Employee Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

SHIFTS AND HOURS OF WORK

Shift Hours

- 37-1** The first shift is any shift that regularly starts on or after 4:00 a.m., but before 12 noon. The second shift is any shift that regularly starts on or after 12 noon but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 4:00 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. Employees who are not regularly assigned to a shift but work a rotating shift schedule will be paid shift differential based upon the shift they are currently assigned to.
- 37-2** Employees who are scheduled to regularly work on the second or third shifts shall receive, in addition to their regular pay, thirty-five (35) cents per hour and fifty (50) cents per hour, respectively, additional compensation. 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.

HOURS OF WORK

- 38-1** The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods.
- 38-2** The normal work week shall consist of five (5) consecutive eight-hour days, except for employees in continuous operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or six (6) or seven (7) days a week.

38-3 Eight (8) or more consecutive hours of work within a twenty-four (24) hour period, shall normally constitute the regular workday, except for employees scheduled to work less than eight (8) hours per day and except for employees at the powerhouse and swing persons when rotating shifts.

38-4 Work schedules showing the employee's shift, workdays and hours shall be posted on all department bulletin boards at all times.

REST PERIODS

39-1 Employees may take a rest of not more than 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. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

WASH-UP TIME

40-1 Employees will be given the necessary time prior to punching out, not to exceed fifteen (15) minutes, to wash up and change uniforms, if used.

CALL-IN PAY

41-1 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 receive premium pay as described below:

- a. On other than a legal holiday as defined in Article 48-6, time and one half the employee's straight time hourly rate for all hours worked, with a minimum of three hours' pay at time and one half the straight time hourly rate.
- b. On a legal holiday as defined in Article 48-6, two times the employee's straight time hourly rate for all hours worked, with a minimum of three hours' pay at two times the straight time hourly rate. The employee will also be paid holiday pay for the legal holiday and no other provisions of Article 48-6 will apply.

Hours paid as "call in" shall be considered premium pay and will not count towards weekly overtime.

REPORT-IN PAY

42-1 An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the regular straight-time rate.

OVERTIME

43-1 Time and one half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

43-2 For the purposes of computing overtime pay for over forty (40) hours in an employee's work week for days when the employee does not work, a sick day for which the employee receives sick pay, a vacation day for which the employee receives vacation pay, or a holiday for which the employee receives holiday pay will be counted as a day worked.

- 43-3 For the purpose of computing overtime pay, the employee's straight-time rate (excluding overtime) will include shift differential whenever applicable.
- 43-4 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 any pyramiding of overtime or premium payments.
- 43-5 The University agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium.
- 43-6 Any employee who receives "lost time" in any work week other than for an absence that qualifies under the Family Medical Leave Act shall receive overtime pay in that work week only for hours worked beyond forty (40).

SCHEDULING

- 44-1 In the event that permanent schedule changes, either hourly, daily or weekly, the University will notify the employee and send a copy of such notification to the Union President.

PAY

45-1 **Wages**

2022: Effective with the pay period that includes the date upon which AFSCME successfully ratifies (11/9) the successor collective bargaining agreement to the now expired 2017-2022 CMU/AFSCME Collective Bargaining Agreement; all bargaining unit members, unless specified otherwise, shall receive a 2% base wage increase.

All bargaining unit members, unless specified otherwise, will receive an additional 1% market-based base wage increase.

Bargaining unit members, who are paid less than the rate of pay for their respective grade after the 2% base wage increase and additional 1% market-based base wage increase, shall be brought up to the rate of pay identified in the chart below. Bargaining unit members, who are paid more than the rate of pay for their respective grade after the 2% base wage increase and additional 1% market-based base wage increase, shall receive the full amount of the base wage increases such that they may be paid at a rate greater than the amount listed in the chart below.

2023: Effective with the pay period that includes July 1, 2023, all bargaining unit members shall receive a 2% base wage increase. Bargaining unit members, who are paid less than the rate of pay for their respective grade after the 2% base wage increase, shall be brought up to the rate of pay identified in the chart below. Bargaining unit members, who are paid more than the rate of pay for their respective grade after the 2% base wage increase, shall receive, the full amount of the base wage increases such that they may be paid at a rate greater than the amount listed in the chart below.

2024: Effective with the pay period that includes July 1, 2024, all bargaining unit members shall receive a 2% base wage increase. Bargaining unit members, who are paid less than the rate of pay for their respective grade after the 2% base wage increase, shall be brought up to the rate of pay identified in the chart below. Bargaining unit members, who are paid more than the rate of pay for their respective grade after the 2% base wage increase, shall receive, the full amount of the base wage increases such that they may be paid at a rate greater than the amount listed in the chart below.

No bargaining unit member shall be paid less than the amount listed in the below chart for their respective Grade:

Grade	2022-2023 Rate of Pay	2023-2024 Rate of Pay	2024-2025 Rate of Pay
SM-2	\$14.75	\$15.05	\$15.35
SM-3	\$15.75	\$16.07	\$16.39
SM-4	\$17.52	\$17.87	\$18.23
SM-5	\$18.23	\$18.59	\$18.96
SM-6	\$18.96	\$19.34	\$19.73
SM-7	\$23.33	\$23.80	\$24.28
SM-8	\$25.94	\$26.46	\$26.99
SM-10	\$28.52	\$29.09	\$29.67

The SM-10 Lead Journey Maintenance Mechanic designation is being eliminated, such that all current SM-10 Lead Journey Maintenance Mechanics will be reclassified as SM-8 Journey Maintenance Mechanics. Recognizing that this reclassification from SM-10 to SM-8 would otherwise result in a pay cut for impacted bargaining unit members, CMU will freeze the rate of pay for all current SM-10 Lead Journey Maintenance Mechanics at \$27.69 per hour until the point at which the annual increases to the SM-8 Journey Maintenance Mechanics bring all SM-8 Journey Maintenance Mechanics to a pay rate of at least \$27.69 per hour. After all SM-8 Journey Maintenance Mechanics reach a rate of pay of at least \$27.69 per hour, all salary increases will occur as outlined in the Agreement. Employees formerly classified as Lead Journey Maintenance Mechanics, will receive a one-time lump sum payment in the pay period that includes November 9, 2022 and July 1st of each subsequent year of the Agreement as follows:

- Year 1: 3% of the bargaining unit member's hourly salary multiplied by 2080,
- Year 2: 2% of the bargaining unit member's hourly salary multiplied by 2080,
- Year 3: 2% of the bargaining unit member's hourly salary multiplied by 2080.

Bargaining unit members formerly classified as Lead Journey Maintenance Mechanics will not receive an adjustment to the employee's base rate of pay, unless all other Journey Maintenance Mechanics are at a \$27.69 per hour rate of pay at the time of the scheduled annual increase.

EQUALIZATION OF OVERTIME HOURS

46-1 Overtime hours shall be divided as equally as possible to employees within the overtime equalization areas shown below

46-2 Overtime Equalization Areas

- OA1 Residence Halls and General Fund Buildings
- OA2 Skilled Trades, by shop
- OA3 University Stores
- OA4 Landscape Operations
- OA5 Auxiliary BMW's/ Housing
- OA6 University Center

46-3 Whenever overtime is required overtime may be offered first to the employee on shift who began the work being considered for overtime during the employee's regular shift provided the overtime work shall commence immediately upon completion of the employee's normal scheduled work hours.

Thereafter, if additional employees are required for overtime the overtime will be awarded by the overtime equalization list for the equalization areas listed above. The University will communicate the availability of scheduled overtime opportunities to members of the appropriate Overtime Area. In Overtime Areas 1 employees will call the Building Services Overtime Hotline to express their interest prior to the published telephone deadline. Hotline information will include date, time, location, event name (if known) and approximate duration. Telephone hotline posting will be from noon Monday until noon Wednesday. After the telephone deadline has passed, management will review the list of those expressing interest in working the overtime and compare it to the master list of overtime hours worked. The person expressing interest with the lowest number of overtime hours worked will be the first awarded overtime. If overtime assignments remain to be filled, management will continue with the selection process until all assignments have been awarded. Employees awarded the overtime will be notified by their supervisor.

In other Overtime Areas, except for Overtime Equalization Area OA5, employees will express their interest in working these assignments directly to their supervisor.

46-4 In overtime equalization area OA5, overtime will be assigned on a rotation starting with the employee in the appropriate classification who is assigned to the complex where the overtime originates ("point of origin"). If the employee refuses the overtime, the offer of overtime rotates to the complex located closest to the point of origin moving clockwise. This process will continue until someone accepts the overtime assignment or the rotation returns to the point of origin, at which time the point-of-origin employee in the appropriate classification will be assigned the overtime.

46-5 Management will establish an Overtime Eligibility list for each Overtime Area. The list will be updated after each biweekly pay period. It is the employee's responsibility to verify all information when the list is posted and to bring any discrepancies to the supervisor's attention. Employees on limited duty assignments that restrict the number of hours they may work to 40 hours or less, as a result of medical restrictions will be removed from the list until they are medically released from those restrictions.

- a. Employees reinstated to the overtime list will be reinstated on the next regular update of the list following the request for reinstatement and will be charged the highest number of overtime hours.
- b. When two (2) or more people on the overtime area eligibility list have the same number of overtime hours worked the most senior will be awarded the overtime.

- c. If no eligible employees from within the appropriate overtime area express interest in working the assignment, the assignment will be awarded to the least senior employee in the area
 - d. If an employee is improperly or inadvertently skipped for an award of overtime, that employee shall be the next to be awarded overtime for which they have expressed interest regardless of other employees' placement on the eligibility list. If the employee refuses the offer of overtime there shall be no further remedy.
 - e. For the purpose of minimizing the frequency of mandatory overtime assignments, mandating will begin by using the lowest seniority employee in that classification and continuously rotating from lowest to highest seniority. An employee will not be mandated more often than once per equalization period unless all employees senior to that employee have already been mandated once during that equalization period.
- 46-6** All overtime eligibility lists will be recorded from July 1 through June 30. Each overtime equalization list shall be given a zero balance on each the first pay period in which July 1st falls.
- 46-7** An employee who accepts, or is mandated for, an overtime assignment and who refuses such assignment or fails to report as required will have the employee's overtime equalization balance increased by TWO TIMES the greater of the expected hours' duration of the overtime assignment or the average of the hours actually worked by those employees who complete the overtime assignment.
- 46-8** New employees, temporary employees and employees who have changed classification or equalization area will be charged with the highest number of overtime hours that exist in the new equalization area or classification on the day they were hired, reclassified, or reassigned.
- 46-9** Any disputes or concerns arising from the application of this newly established overtime procedure will become proper subject for special conference to resolve dispute between the parties.

JOB CLASSIFICATION

- 47-1** The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement, unless the job content of a classification is significantly changed or altered per the reclassification/reallocation process stated below.
- 47-2** During the term of this Agreement, the Union President or Department Supervisor may submit a reclassification or reallocation request. A reclassification or reallocation request shall include a completed description and any/all supporting documentation of current marketable rate of pay for the classification in which the request is being made. This reclassification process shall only be used for increases in the current pay structure.

When an Employee is placed in a different pay level or newly assigned pay level by reason of reclassification or reallocation, said Employee's pay rate will change the first full pay period following the Human Resources/Labor Relations Department determination.

The Employer shall have the right to reclassify existing classifications and to reallocate wage rates to classifications provided the reclassification results in an increase in wages. When such changes are made, the Union will be provided a copy of the new established rate of pay at least five (5) business days prior to implementation. Upon request of the Union, a meeting shall be held (either before or after implementation) to allow the Union the opportunity to meet and confer with the Director of Employee and Labor Relations or their designee as to the wage rate of such classification, but not to the duties. However, any delay in the implementation will be at the sole prerogative of the Employer.

47-3 The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.

47-4 The employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

LEGAL HOLIDAYS

48-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.

48-2 Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the employee's regular straight-time rate of pay, provided that:

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

48-3 An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

48-4 Except as provided in paragraph 48-5, whenever one (1) of these holidays falls on Saturday, the preceding Friday shall be observed as the designated holiday. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday. Whenever one (1) of these holidays falls 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 the employee's supervisor during the University calendar year, or receive an additional day's pay which will not be subject to the overtime provisions of the current Agreement.

48-5 When a legal holiday falls on Sunday, and under the Agreement the holiday is observed by the University on the following Monday, and an employee's regular schedule requires the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on Saturday, and under the Agreement the holiday is observed by the University on the preceding Friday, and an employee's regular

schedule requires the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be a Saturday.

- 48-6 Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time rate for that day and will also be paid for an additional day at their straight-time rate in lieu of the holiday.
- 48-7 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 the employee's projected terminal leave.
- 48-8 Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to holiday benefits prorated on the basis of the proportion of the position to regular full-time employment.

ADDITIONAL HOLIDAYS

- 49-1 All regular bargaining unit employees will receive six (6) additional holidays, which are the day after Thanksgiving and the four (4) work days between December 25 and January 1 and one other day to be designated annually. This day will generally be December 24 or such other day as the University may select in future years. Those employees who do not work during the above period because of this provision shall be paid for days they normally would have been scheduled for work as additional holidays to the extent that such payment is not provided for in the "Legal Holidays" provision of this Agreement. Bargaining unit employees who are, because of the nature of their work, required to work what would be an additional holiday under this paragraph will be paid the employee's regular straight-time rate for the day and will receive an additional day off that must be used within one (1) year of earning to be arranged with the employee's supervisor.

VACATIONS

- 50-1 Employees in the bargaining unit will accumulate vacation with pay based on an employee's length of continuous service as follows:
- 50-2 Twelve (12) days (i.e. 96 hours) per year, during the first year of employment.
- 50-3 Fifteen (15) days (i.e. 120 hours) per year, from the end of the first year through the seventh year.
- 50-4 Twenty (20) days (i.e. 160 hours) per year, from the end of the seventh year through the fifteenth year.
- 50-5 Twenty-two (22) days (i.e. 176 hours) per year, beyond the fifteenth year.
- 50-6 Any employee with less than one (1) year of service whose employment is terminated automatically waives the right to all accumulated vacation time. 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 voluntary or involuntary termination prior to completing twelve (12) months of continuous service with the University. Employees with one (1) or more years of service whose employment is terminated will be entitled to a payout of up to a maximum of one hundred and sixty (160) hours of accrued but unused vacation time accumulated to the

termination date in that calendar year. 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.

- 50-7** An employee may take vacation at any time in the course of the year as long as it conforms with the requirements of the individual's department, provided all vacation allowances accrued to June 30 must be taken during the twelve (12) months immediately following the vacation accrual period with the following exceptions:
- 50-8** Any employee with more than one (1) years' service may take part or all of the vacation time the employee has earned at any time during the year in which it accrues if it is to the mutual convenience of the University and the employee.
- 50-9** The maximum number of vacation hours the employee is eligible to accrue under paragraphs 50-2, 50-3, 50-4, and 50-5 is 300 hours of unused vacation.
- 50-10** If a holiday falls within an employee's vacation, the employee will be given an additional day of vacation, to be arranged with the employee's supervisor.

*(excluding overtime hours; but overtime hours paid in a pay period will be counted as regular hours in connection with vacation accrual to the extent the employee has lost regular time during that same pay period to the extent of the employee's position status, i.e., 1/2 time, 40 hours; 3/4 time, 60 hours; and full-time, 80 hours per pay period)

- 50-11** Bargaining unit members may use vacation leave in no less than one (1) hour increments.

RETIREMENT

- 51-1** AFSCME employees hired prior to 01/01/96 are required to participate in the Michigan Public School Employees Retirement System (MPERS), as required by law.

The MPERS plan is governed by state statute and the conditions and provisions of this plan are subject to change by the state. MPERS plans require ten (10) years of vesting in order to be able to collect retirement benefits.

- 51-2** AFSCME employees hired on or after 01/01/96, and not in the MPERS system will be eligible for the 403(b) Basic Retirement Plan (403(b) Basic) as described below.

The 403(b) Basic program is a defined contribution plan with immediate participation and immediate vesting. The university 403(b) Basic contribution will be 10%.

There is no required employee contribution, although employees are encouraged to contribute toward their retirement through the University's voluntary tax deferred investment program. Retirement Contributions will be made to University approved vendors.

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

- 51-3 Employees working at least twenty (20) hours per week can participate in the voluntary 403(b) tax-deferred investment program. The program allows the employee to make tax-deferred contributions toward retirement investments. Employee's (TDI) contributions will be made to University approved vendors.
- 51-4 An employee will be eligible for CMU Retiree status if the employee has been employed for twenty-five (25) years at Central Michigan University, or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

INSURANCE

- 52-1 All regular employees will participate in CMU Choices, a Flexible Benefit Program.
- 52-2 Employees may select from several options. When a collective bargaining agreement is in effect, there will be an open enrollment period during which selections may be changed. Employees may also make changes during the year within thirty (30) calendar days from the date of a family status change. e.g. birth, death, marriage, adoption etc. Status changes must be made on a prospective basis except for those relating to birth, adoption or placement for adoption.
- 52-3 Employees are eligible for medical, dental, prescription drug coverage, flexible spending account, life insurance, long-term disability, short-term disability and dependent life immediately on date of hire. All benefits terminate on the last day of employment.
- 52-4 University contributions are limited as set out in Appendix "G" and are based on premium costs for "core" medical insurance plans as defined in Appendix "G". Amounts above the University contribution which are necessary to maintain benefits are the employees' responsibility and the University is authorized to deduct such amounts from employees' pre-tax pay. Employees will not be allowed to duplicate health care coverage for themselves or their dependents through the University.
- 52-5 University contributions for CMU Choices health care coverage for part-time employees for medical and prescription drug will be based on the core plan contribution at the single level (as designated in Appendix "G"). Part-time employees are responsible for the entire premium for dental coverage. Employees with at least 75% FTE appointment will be treated as full time employees for purposes of establishing University contribution levels for health, dental and prescription drug coverages.
- 52-6 The above is a general overview only and is superseded by the provisions governing the Program. Employees are encouraged to refer to the HUMAN RESOURCES WEBSITE (<https://www2.cmich.edu/fas/hr/Pages/default.aspx>) for detailed information type and availability of coverages.

TUITION

- 53-1 Regular employees have the opportunity to take University credit courses and receive a tuition benefit. The benefit applies only to the tuition charged all students for a specific number of semester hours. The benefit does not apply to special fees or incidental fees such as music fee, special course fee, parking, etc. The tuition cost covered for College of Medicine courses will be at an amount not to exceed the regular, on-campus tuition charged to Michigan residents for doctoral credit hours.

53-2 Courses must be taken during hours the employee is not scheduled to be working for the University.

53-3 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 CMU.

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

The plan covers tuition costs in an amount not exceeding the regular, on-campus in-state tuition rate and does not cover incidental fees.

Tuition benefit not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University.

Dependent eligibility is determined in accordance with IRS regulations and as reflected in the University's Tuition Benefit Plan. The tuition benefit eligibility certification form and a copy of the tuition benefit plan are available in the Benefits and Wellness Office or online at https://www.cmich.edu/docs/default-source/president's-division/general-counsel/administrative-policy-docs/4/p0400951f53d6b-b21b-4787-8558-413d4ba73921.pdf?sfvrsn=a4a63cac_24.

53-4 Employees must follow University enrollment procedures, pay the registration fee, and return a completed eligibility certification form to the Benefits and Wellness Office prior to registration.

UNIFORMS AND EQUIPMENT

54-1 Footwear

a. Safety Shoes

If safety shoes are required for a bargaining unit employee by the University, the University will provide seventy-five dollars (\$75) annually toward the purchase of safety shoes. The safety shoes must be purchased from a vendor approved by the University, and meet the safety requirements specified by the University.

Facilities Management electricians are required to wear dielectric safety shoes. The University will provide seventy-five dollars (\$75) annually toward the purchase of safety shoes. The safety shoes must be purchased from a vendor approved by the University, and meet the safety requirements specified by the University.

b. Custodial Footwear

The University will provide a seventy-five_dollars (\$75) per year shoe allowance for each custodial employee in each year of the contract.

54-2 Safety Glasses

If safety glasses are required for a bargaining unit employee by the University, and the employee wears prescription lenses, then the University will pay for the safety prescription lenses as prescribed by an optometrist or ophthalmologist as well as the frames designated by

the University. The frames must have permanently attached side shields. The University will not pay for tinted lenses unless tinted lenses are prescribed by the optometrist or ophthalmologist because of a medical condition of the bargaining unit member. The safety glasses must be purchased from a vendor designated by the University. The bargaining unit member is responsible for the cost of the member's own eye examination. The University will pay for no more than one pair of prescription safety glasses in any one calendar year. These payments will be made in the employee's first pay period of each fiscal year.

54-3 Uniforms

All bargaining unit employees are required to wear a uniform. The policies governing uniforms, approved vendors, type of uniform, color, etc. will be determined by the department. The University will provide all members of the bargaining unit an annual allowance of \$240 (two hundred forty dollars) towards the purchase of approved items of uniform clothing provided by a vendor selected by the University. The University will pay to the University designated supplier the actual cost of embroidery work and attaching the CMU patches. The employee is responsible for the laundering and care of their uniform so that they present a neat and clean appearance. Maximum accumulated, unused uniform allowance, including prior year carryover, may not exceed two times the annual allowance.

New employees will be eligible for uniform allowance immediately upon date of hire.

An employee transferring from another department or unit, who has received their uniform allowance for the year, will not receive any additional allowance, but will be required to wear uniforms required by the new department or unit.

When an employee is assigned work for which special clothing and/or equipment is required by the University, the University shall provide the required items. This shall include such things as flame retardant overalls, special gloves, safety head covering and other safety equipment. It is mandatory that employees wear the special clothing and/or equipment as required by the University.

PARKING REGULATIONS

- 55-1** Employees, after registering their motor vehicle and satisfying all requirements, may park under the University regulations in the University parking system. Employees agree to abide by the University parking and traffic ordinance. For further information, see the "parking and Traffic Regulations" obtainable in the CMU Police Department. <https://www.cmich.edu/about/campus-safety/cmucpolice/parking-services>

STRIKES

- 56-1** The Union, its officers, agents, members and employees covered by this Agreement agree that as long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott or any unlawful acts that interfere with the University's operations. 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. The penalties imposed for violation of this section shall not be subject to the grievance procedure under this Agreement; however, employees may appeal the question of fact as to whether they participated in a strike in the same manner as discharge or discipline is appealed under this Agreement.

RULES AND REGULATIONS

- 57-1 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.

ALCOHOLISM OR OTHER DRUG ABUSE

- 58-1 The Employer may test or refer for testing and/or treatment a bargaining unit member for alcohol or other drug abuse if an accident has occurred that causes damage to property or persons, or there exists a reasonable suspicion that an employee's work performance is impaired due to alcohol or other drug use. The Employer expressly agrees not to perform or require any other alcohol or drug testing during the life of this Agreement including, but not limited to, random testing, testing prior to promotion, or periodic testing except as required by law or as a requirement of a disciplinary determination made by CMU in accordance with the provisions of this Agreement.
- 58-2 The Union and the Employer jointly recognize that alcoholism and other chemical dependencies are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- 58-3 While participating in an alcohol or drug abuse program, a bargaining unit member shall not be subject to discharge or discipline for alleged alcohol or other drug abuse provided that the employee complies with conditions of the program and the conditions specified in any agreement with the Employer.
- 58-4 The parties' concern is limited to alcoholism and other drug abuse problems which impair work performance.
- 58-5 The Employer agrees that any bargaining unit member who requests diagnosis or treatment for alcohol or other drug abuse problems will not jeopardize the employee's job rights or job security, and that such request will be treated in a confidential manner.

VALIDITY

- 59-1 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.

ENTIRE AGREEMENT

- 60-1 The provisions contained in this Agreement and the supplemental Appendices and Letters of Agreement constitute the entire Agreement between the parties.

SUPPLEMENTAL AGREEMENTS

- 61-1 All supplemental agreements shall be subject to the approval of the local Union, the University and the Council. They shall be approved or rejected within a period of ten (10) business days following the date they are filed.

EFFECTIVE DATES

- 62-1** The terms and provisions of the Collective Bargaining Agreement shall be effective upon ratification of this Agreement except salary changes and benefit changes which will be effective as set forth on the salary schedule and benefit contribution schedule.

TERM OF AGREEMENT

- 63-1** This Agreement shall become effective as provided above in the Article on effective dates and shall remain in full force and effect until and including June 30, 2025 and thereafter from year to year, unless within a period of not less than sixty (60) and not more than ninety (90) consecutive calendar days immediately preceding June 30, 2025 or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.
- 63-2** If either party desires to modify or change this Agreement other than through reopening, that party shall, sixty (60) consecutive calendar days prior to the termination date of 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 amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) consecutive calendar days written notice of termination prior to the termination date. 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 except as may be mutually agreed between the parties.
- 63-3** Notice, for purposes of this section, shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union, and if to the University, to the Director/Employee Relations, or to any such address as the Union or University does make available for notice purposes to the other party in writing.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF THE PARTIES HERETO SET THEIR HANDS:

FOR THE UNION



Jason N. Knight
President, Local 1568



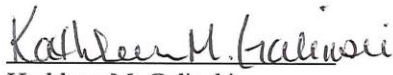
Kristopher C. Burton
Bargaining Committee Member



Michelle L. Latham
Bargaining Committee Member

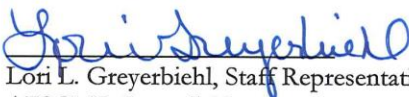


Aaron R. Wenzlick
Bargaining Committee Member



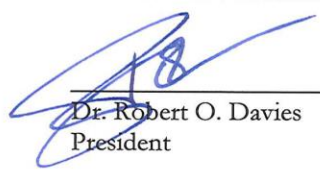
Kathleen M. Galinski
Bargaining Committee Member

FOR COUNCIL 25:



Lori L. Greyerbiehl, Staff Representative
AFSCME Council 25


FOR CENTRAL MICHIGAN UNIVERSITY



Dr. Robert O. Davies
President



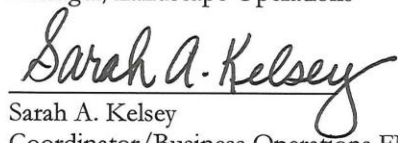
Scott J. Hoffman
Director/Employee & Labor Relations



Michael J. Walton
Director/Energy & Utilities



Derek R. Morton
Manager/Landscape Operations



Sarah A. Kelsey
Coordinator/Business Operations FM



Sarah C. Venman
HR Generalist

ADDENDUM: Powerhouse 12-Hour Shift

1. **Basic Parameters of the Program:** All full-time Powerhouse employees will be placed on a rotating twelve (12) hour work schedule.
 - a. The University reserves the right to modify, amend or discontinue this schedule as it deems necessary in order to establish and maintain coverage for powerhouse operations that, in its sole judgment, is necessary and appropriate.
 - b. This 12-hour work schedule is undertaken on a “cost neutral” basis.
 - c. There will be two (2) twelve (12) hour rotating shifts. The day shift will work from 8:00 a.m. to 8:00 p.m. The night shift will be work 8:00 p.m. to 8:00 a.m. Employees will be assigned to work on a regular shift, except as needed for overtime or to replace a co-worker
2. **Shift Selection For 12-Hour Schedule Within the Powerhouse:** Periodically, at a time and date determined by CEF management, CEF will post a 12-hour shift schedule. Employees covered by this Letter of Agreement (“LOA”) may bid for available shifts on that schedule. Bidding will be by seniority. Management has the right to deny any bid in order to insure sufficient experience on each shift. Such a bid denial is not subject to grievance.
3. **Contractual Provisions:** Powerhouse Employees will continue to be considered full-time employees entitled to all the rights; privileges and benefits accorded other full-time AFSCME employees, except as modified by this agreement.
4. **Probationary Employees:** the ninety (90) working day probation period will apply to all newly hired Powerhouse Employees.
5. **Discipline:** (17) When imposing a disciplinary suspension without pay, one (1) day will be a twelve (12) hour workday.
6. **Work Schedule:**
 - a. (38-2) The normal work week for Powerhouse Employees shall consist of either three (3) or four (4) twelve (12) hour days.
 - b. (38-3) Twelve (12) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular workday.
 - c. The standard work schedule is a four (4) week (28 day) rotation period consisting of two (2) fourteen (14) day pay periods each comprised of:
 - Two (2) days on shift
 - Two (2) days off
 - Three (3) days on shift
 - Two (2) days off,
 - Two (2) days on shift
 - Three (3) days off.

During the next four (4) week rotation period the schedule of days worked will remain the same however the employee will rotate to the opposite shift (days to nights; nights to days). Thereafter the pattern repeats with the exception of the additional unpaid scheduled days off (see Paragraph 9, below).

- d. A complete rotation will occur every eight (8) weeks. The switch from days to nights and nights to days will be the first rotation after an employee's scheduled three consecutive days of work.
 - e. This schedule will result in one 36-hour week and one 48-hour week each two-week pay period, except where an employee is scheduled for an additional unpaid scheduled day off (see Paragraph 7, below). A workday will be defined as beginning at 8:00 a.m. (except for purposes of determining holidays).
 - f. No employee will work in excess of eighteen (18) hours in any single twenty-four (24) hour period. In addition, each employee will be required to have a minimum of six (6) hours off between scheduled work periods.
 - g. Employees will be allowed to swap their normal scheduled day with another employee, providing both employees agree to the swap and inform their supervisor accordingly. The schedule will then be modified as requested.
 - h. When a Powerhouse Employee foresees a need to swap a day, that employee will arrange the swap directly with another employee. No overtime not required by the federal Fair Labor Standards Act will be incurred or paid as a result of such schedule swaps.
 - i. If a shift is not covered, coverage will be attempted according to the following procedure:
 1. First, schedule swing relief of the missing Powerhouse employee.
 2. Next, schedule the opposite swing relief of the missing Powerhouse employee.
 3. Next, call the other employee on that shift schedule that is not scheduled to work.
 4. Next, call the low overtime employee of a non-adjointing or conflicting shift.
7. **Scheduled Day Off Without Pay-** Since Powerhouse Employees will work an additional four (4) hours in each two week period, (8 hours overtime pay) they will have one extra 12 hour day off each 6 weeks. This day off is incorporated into the schedule so both management and the employee will know when they will be off on this "extra day." Total hours worked during a six (6) week 12-hour day rotation will be the same as would have been worked during a six (6) week period on the current eight (8) hour schedule.
8. **Shift Differential:** (37-2) Since employees will be working the same total hours under the 12-hour schedule as under the 8-hour schedule, the blended shift rate LOA dated June 5, 2002 remains in effect. Employees are not eligible to receive shift differential for paid time off, i.e. vacation, sick, personal, or funeral.

9. **Base Pay** (45) In order to effect a 12-hour schedule on a “cost neutral” basis, Powerhouse Operators and Powerhouse Helpers will be paid at a new base (NB) rate of ninety-six and four-tenths percent (96.4%) of the base pay set forth in the contract. This proration will apply to all annual wage improvements as well.
10. **Overtime**
- a. (43) In consideration of the pay reduction set forth in Paragraph 11, above, management agrees to a new overtime rate of one point five six (1.56) times such new base (NB) rate. This adjusted overtime rate will be paid for all hours worked outside of schedule provided the employee works all normally scheduled hours during the work week.
 - b. (43-2) For the purposes of computing overtime pay for time worked outside of an employee’s normally scheduled work week, for normally scheduled days when the employee does not work, a sick day for which the employee receives sick pay, a vacation day for which the employee receives vacation pay, or a holiday for which the employee receives holiday pay will be counted as a day worked.
 - c. Overtime equalization will be handled by the call-in schedule outlined in the Hours of Work section of this LOA and in the Agreement.
11. **Legal Holidays:** (48) Forty-eight (48) hours of holiday time will be allotted for each Powerhouse employee annually and these hours will be accrued as holidays occur.
- a. Eight (8) hours will be automatically paid on each of the following holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day and Memorial Day.
 - b. (48-6) Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time for that day and will also be paid the 8 hours of holiday pay to which they were otherwise entitled.
 - c. When an employee is not required to work on a holiday that their normal schedule would have them working, the employee will receive eight (8) hours of holiday pay.
 - d. An employee may elect to supplement the remaining four (4) hours of their shift with additional available holiday time, vacation pay, or personal leave time to make a normal week.
12. **Additional Holidays** (49) All Powerhouse employees will receive 48 hours of additional holiday time annually and these hours will be accrued as holidays occur. This time represents the 6 additional holidays referred to in section 49-1 of the Agreement.
- a. These hours can be used to cover the days normally designated as additional holidays, extra hours on a holiday or as additional hours off during the University calendar year to be arranged with the employee’s supervisor in at least 4-hour blocks.
 - b. Powerhouse Employees who are required to work on one of these additional days will be paid their regular hourly rate and will not be eligible for additional compensation other than the hours previously allowed for.

- c. Powerhouse Operations are a "critical service" and will remain in operation at times when the University is closed in order to provide necessary operational services for the good of the University Community. Management will publish and maintain plans for scheduling of Powerhouse operations as far in advance as possible, consistent with Powerhouse workload demands.
13. **Funeral Leave:** (28-4) The time allowed by the current Agreement will be converted to equivalent hours.
- a. In the case of death of an immediate family member (see Agreement), the employee would be eligible for paid funeral leave not to exceed twenty-four (24) hours, or two (2) twelve (12) hour shifts. Three (3) days off work will be made available when needed. However the employee will have to charge personal, vacation or lost time to cover the third (3rd) day.
 - b. When the employee is entitled to eight (8) hours of funeral leave, they will be scheduled off a full shift (at their request); however they will need to cover the additional four (4) hours with personal, vacation or unpaid time.
14. **Personal Leave:** (28-1) The Agreement provides for twenty-four (24) personal leave hours with pay each calendar year. Employees may take personal leave for any purpose.
15. **Sick Leave:** (28-12) Sick leave accruals will be as provided by the Agreement. Powerhouse Employees will be charged twelve (12) hours of sick time when they are unable to work a regular workday.
16. **Jury Duty:** As specified by the Agreement, Sections 28-8 and 28-9.
17. **Lunch Periods:** Powerhouse Employees will be allowed two (2) twenty (20) minute breaks and one (1) thirty (30) minute paid lunch break during their twelve (12) hour shift.
- a. The lunch break should be scheduled around work needs and may be interrupted by plant problems.
 - b. The employee may not leave the building on lunch break.
 - c. Lunch breaks cannot be used to cover late arrivals, early departures or be combined together to be taken with rest periods at some later time.

APPENDICES

APPENDIX A: ARBITRATOR LIST

Pursuant to Article 14-2, the Union and the University agree to the following list of Arbitrators.

Joseph Girolomo
Mark Glazer
Theodore St. Antoine
Ben Kerner
Michael Long
Barry Goldman
Richard Block
George Roummell
Tom Barnes

APPENDIX B: CLASSIFICATION LISTING

Pay Level	TITLE
SM-2	CUSTODIAN
SM-2	UC FACILITY OPERATIONS WORKER
SM-3	SENIOR UC FACILITY OPERATIONS WORKER
SM-4	LANDSCAPE MAINTENANCE OPERATOR I
SM-4	PREVENTATIVE MAINTENANCE TECHNICIAN
SM-4	TRADES HELPER/ARCHITECTURAL
SM-4	WAREHOUSE WORKER I
SM-6	BUILDING MAINTENANCE WORKER
SM-6	FLOORCARE SPECIALIST
SM-6	CUSTODIAN EQUIPMENT MAINTENANCE WORKER
SM-6	LANDSCAPE MAINTENANCE OPERATOR II
SM-6	LANDSCAPE MAINTENANCE OPERATOR/RECYCLING
SM-6	SIGN SHOP OPERATOR
SM-6	WAREHOUSE WORKER II
SM-6	WATER QUALITY SPECIALIST
SM-7	ENERGY FACILITY OPERATOR/INSULATOR
SM-8	SENIOR SIGN SHOP OPERATOR
SM-8	LANDSCAPE MAINTENANCE OPERATOR CREW LEADER
SM-8	AUTO & EQUIPMENT MECHANIC
SM-8	FIRE ALARM MAINTENANCE TECH/JRNY ELECTRICIAN
SM-8	JRNY BUILDING MAINTENANCE WORKER
SM-8	JRNY CARPENTER
SM-8	JRNY MAINTENANCE MECHANIC
SM-8	JRNY MASON
SM-8	JRNY PAINTER
SM-8	JRNY WELDER/MAINTENANCE MECHANIC
SM-8	KITCHEN EQUIPMENT MECHANIC
SM-10	JRNY LOCKSMITH
SM-10	HVACR & CONTROLS TECHNICIAN
SM-10	JRNY ELECTRICIAN/HIGH VOLTAGE
SM-10	SENIOR ENERGY FACILITY OPERATOR
See Note	APPRENTICE
Date	NOVEMBER 9, 2022

Note: Pay levels and pay rates for Apprentices (should the University reactivate the program) will be set forth in the Apprenticeship Guidelines

Individuals in the SM-4 Landscape Maintenance Operator I classification shall be reclassified to the SM-6 Landscape Maintenance Operator II classification upon successfully securing a Class A Michigan Commercial Driver's License, Operator Certification, and State of Michigan Pesticide Applicator Certification in categories 3A, 3B, and 6.

APPENDIX C: LETTER OF AGREEMENT (Contract Printing)

**LETTER OF AGREEMENT
between
Central Michigan University
and
AFSCME Local 1568**

CONTRACT PRINTING

The University and Union agree to share equally in the cost for printing contracts for current AFSCME employees. Thereafter, the University shall bear the cost for printing contracts for new employees and administrative personnel at Central Michigan University.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 25, 1999

Renewed: June 23, 2008

Renewed: July 1, 2011

Renewed: July 1, 2014

Renewed: July 11, 2017

Renewed: November 9, 2022

APPENDIX D: LETTER OF AGREEMENT (Custodial Services)

**LETTER OF AGREEMENT
between
Central Michigan University
and
AFSCME Local 1568**

CUSTODIAL SERVICES

The University agrees to not subcontract existing AFSCME custodial positions during the length of this contract.

For the University:

/s/Kevin J. Smart

For the Union:

/s/Linda S. Knight

/s/Ed Clevenger

Dated: July 8, 2002

Renewed: July 1, 2014

Expires: June 30, 2017

Renewed: July 11, 2017

Expires: June 30, 2022

Renewed: November 9, 2022

Expires: June 30, 2025

APPENDIX E: LETTER OF AGREEMENT (System 9000 Office Furniture Assembly)

**LETTER OF AGREEMENT
between
Central Michigan University
and
AFSCME Local 1568**

OFFICE FURNITURE ASSEMBLY

In contract negotiations in 2022, it is recognized that this appendix constituted a change in the current job description of Warehouse Worker II to incorporate the assembly of System 9000 and Answer office furniture. As such, the job description shall be updated to reflect this change. Also, during negotiations it was agreed that Warehouse Workers I will become Warehouse Workers II and the job title will become Warehouse Worker at an SM-6 pay level. It is understood and agreed upon that essentially all employees will continue doing the work they performed prior to this merge, but may be trained in other areas so employees can be assigned in other areas contained in the job description when the need arises.

APPENDIX F-G: CMU CONTRIBUTIONS FOR BENEFITS

BENEFITS COST-SHARING MODEL, Full Time

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

		2022-2023			2023-2026	
		University Contributions	Employee Contributions Advantage HDHDP	Employee Contributions PPO2	University Contributions	Employee Contributions
Medical/Prescription Drug Full-time	1P	\$564.66	\$34.13	\$72.15	Same as P&A'S	Same as P&A'S
	2P	\$1,162.73	\$69.77	\$155.23	Same as P&A'S	Same as P&A'S
	FM	\$1,422.49	\$85.89	\$188.52	Same as P&A'S	Same as P&A'S
Medical/Prescription Drug Part-time	1P	\$564.66	\$34.13	\$72.15	Same as P&A'S	Same as P&A'S
	2P	\$564.66	\$647.54	\$753.29	Same as P&A'S	Same as P&A'S
	FM	\$564.66	\$913.97	\$1,046.35	Same as P&A'S	Same as P&A'S
		University Contributions	Employee Contributions Core Plan	Employee Contributions Buy-Up Plan	University Contributions	Employee Contributions
Dental Full-time	1P	\$27.70	\$6.16	\$30.54	Same as P&A'S	Same as P&A'S
	2P	\$57.05	\$12.71	\$62.93	Same as P&A'S	Same as P&A'S
	FM	\$71.18	\$15.84	\$80.25	Same as P&A'S	Same as P&A'S
Dental Part-time	1P	\$0.00	\$33.86	\$58.24	Same as P&A'S	Same as P&A'S
	2P	\$0.00	\$69.76	\$119.98	Same as P&A'S	Same as P&A'S
	FM	\$0.00	\$87.02	\$151.43	Same as P&A'S	Same as P&A'S

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-four (84%) 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 April 1 for the following plan 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% (i.e., the University will apply its percentage share from the table above to not more than 103% of the prior plan year 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: Part Time = Employees on less than 75% FTE appointment.

Group Life Insurance: fully funded by the University at the core level (1.0x base annual salary); employee pays additional premium for optional coverage amounts.

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

APPENDIX G: LETTER OF AGREEMENT (Michigan Universities Coalition on Health)

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND AFSCME LOCAL 1568**

Central Michigan University (“University”) and AFSCME Local 1568 (“Union”) are parties to a collective bargaining agreement (“Agreement”) expiring June 30, 2005.

1. Central Michigan University, along with the other twelve state funded universities in Michigan, is a member of the Michigan Universities Coalition on Health (“MUCH”). One purpose of the coalition is to seek out ways to mitigate the rising cost of health care for participating institutions while preserving or improving the quality of service.
2. The University has proposed amending the plan design of the current health care plan (Blue Cross/Blue Shield PPO) to more closely match the plan designs developed by the Michigan Universities Coalition on Healthcare (“MUCH”), to be designated “PPO I” and “PPO II.” Details of the plan design for the two proposed health care plans are shown in Attachments A (PPO I) and B (PPO II).
3. PPO I will retain the plan design features of the University’s current Blue Cross/Blue Shield PPO except that the emergency room co-pay will be \$50. PPO II will provide for increased cost-sharing in medical expenses but will also provide a lower overall premium cost.
4. The existing BM100/200 health care plan will not be affected by this change; however no new enrollments will be authorized for this plan.
5. Provided this Letter of Understanding and Agreement is executed by or before January 31, 2005, or such other date as the parties may agree to, members of the bargaining unit will be permitted to enroll in any of the available health care plan options (except as provided in paragraph 4, above) during the upcoming 2005 open enrollment period.

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

AGREED TO AND ACCEPTED THIS 2ND DAY OF FEBRUARY 2005:

FOR THE UNIVERSITY:

/s/Kevin J. Smart
Director/Employee Relations

FOR THE UNION:

/s/Bob Guzowski,
President, AFSCME Local 1568

/s/John Michalec
Staff Representative, AFSCME Council 25

Renewed: July 11, 2017
Renewed: November 9, 2022

APPENDIX H: Required Licenses and Certifications

CMU will reimburse employees for the cost of maintaining State or Federal licenses or certifications that an employee is required to possess as a condition of employment other than a Driver's License (i.e., Operator's License).

Renewed: July 11, 2017

Expires: June 30, 2022

Renewed: November 9, 2022

Expires: June 30, 2025

APPENDIX I: On-Call Maintenance Mechanic Program

- 1) One Journeyman Maintenance Mechanic will be “on call” for an entire calendar week at a time (a “duty week”).
 - a) Through the course of a calendar year, each journeyman maintenance mechanic could expect to pull about four duty weeks. On call duty will not be assigned to employees during their probationary period.
 - b) Participation is mandatory; no opt outs.
 - c) A Journeyman Maintenance Mechanic can swap a scheduled on-call duty week with another Journeyman Maintenance Mechanic (see “Swap Form”, attached). All Journeyman Maintenance Mechanics will be responsible for the weeks assigned to them but may relinquish, with adequate notice, any number of them provided another Journeyman Maintenance Mechanic agrees to pick them up. These weeks will be offered to the entire group. If more than one employee expresses interest in picking up the offered week or weeks, the assignments will be awarded in one week increments according to the interested employees’ position on the overtime equalization list, with the employee with the lowest number of overtime hours on the list being first awarded.
 - d) On-call duty weeks are not to be split up except in cases of unforeseen emergencies.
 - e) The Journeyman Maintenance Mechanic who is “on-call” will receive a flat allowance of \$300 per week for each on-call duty week completed.
 - i) Where an on-call Journeyman Maintenance Mechanic is unable to complete the full duty week due to illness or personal emergency, the \$300 weekly rate will be prorated at \$42 per day for each full day completed during the duty week. There will be no credit for partial days.
 - ii) The substitute/replacement Journeyman Maintenance Mechanic who is assigned to fill in all or a portion of the duty week will receive a flat rate of \$42 for each day he/she serves as substitute.
 - iii) Under no circumstances will the original Journeyman Maintenance Mechanic and the substitute both be paid for the same day.
- 2) An on-call duty week would run from 4pm Friday to 4pm the following Friday. This duty schedule mirrors the FM Duty Officer schedule.
- 3) During a duty week, the assigned Journeyman Maintenance Mechanic:
 - a) Will carry a cell phone and/or a pager
 - b) Must be accessible to the after-hours answering service

- c) Will be expected to respond to a call or page immediately, and to report to campus within a reasonable period of time.
- 4) The Journeyman Maintenance Mechanic on duty will receive the current 3 hour minimum call-in pay when reporting to campus following an on-call contact from the Duty Officer or Action Communication.
- 5) Additional SM8 Journeymen or SM4 helpers may be called in as a “second person authorized” when required and authorized through the FM Duty Officer based on the appropriate OT equalization list.
 - a) The Maintenance Mechanic shop will continue to have a 2nd shift Maintenance Mechanic schedule ending at 9pm, Monday through Friday, for all but a short time during the summer based on campus loading.
 - b) The Saturday Maintenance Mechanic schedule will continue and mirror campus dining operations. The Saturday Maintenance Mechanic is not needed when the kitchens aren’t operating.
- 6) To fill the on-call duty schedule, the supervisor will assign the weeks from most senior to least senior staff, followed by any vacancies which exist and are intended to be filled. The first week of the on call rotation each year will be the one which includes January 1. The supervisor will continue to assign on call weeks in this manner until each week has been assigned to a position/incumbent. (for example: week one will be awarded to the most senior employee, week two the second most senior employee etc. until all eligible Journeymen Maintenance Mechanics have been assigned one week at which point the process will repeat itself.)
- 7) Positions that are vacated during the year, but are scheduled to be filled, will retain the on call weeks assigned at the beginning of the year. If any position remains unfilled when an assigned on-call week approaches, the on call week will be offered first as a voluntary assignment. These weeks will be offered to the entire group. If more than one employee expresses interest in picking up the offered week or weeks, the assignments will be awarded in one week increments according to the interested employees’ position on the overtime equalization list, with the employee with the lowest number of overtime hours on the list being first awarded. If no one accepts the assignment, it will be mandated according to the procedures for “mandatory overtime” outlined in the contract
- 8) Employees who hire or transfer into the department during the year will be assigned the on call weeks of the position control number into which they are placed. Where a new hire who has not completed his/her probationary period prior to the start of a scheduled duty week, that duty week will be assigned to a non-probationary employee as provided in paragraph 6, above.

Note: based on Memorandum of Understanding initially executed July 6, 2007.

Central Michigan University
Facilities Management
Maintenance Mechanic On-call Duty "Swap Form"
(submit as far in advance as possible)

Today's date: _____

Employee
Initiating Swap _____

Week of : _____ to _____
_____ to _____

Week of:

Originally Assigned To: _____

Originally Assigned To:

Person Taking this Duty: _____

Person Taking this Duty:

Signature

Date

Signature

Date

Supervisor Signature _____ Date

ROUTING INSTRUCTIONS:

1. All requests must be signed by both parties with copies to their supervisor (for information purposes only).
2. The Original must be turned into Facilities Management/Financial Services Office, CSB 216 prior to the start of the duty week.

APPENDIX J: On-Call HVACR & Controls Technician Program

- 1) One HVACR & Controls Technician will be “on-call” for an entire calendar week at a time (a “duty week”).
 - a) Through the course of a calendar year, each HVACR & Controls Technician could expect to pull about seven duty weeks. On-call duty will not be assigned to employees during their probationary period.
 - b) Participation is mandatory; no opt outs.
 - c) An HVACR & Controls Technician can swap a scheduled on-call duty week with another HVACR & Controls Technician (see “Swap Form”, attached). All HVACR & Controls Technician will be responsible for the weeks assigned to them but may relinquish, with adequate notice, any number of them provided another HVACR & Controls Technician agrees to pick them up. These relinquished weeks will be offered to the entire group. If more than one employee expresses interest in picking up the offered week or weeks, the assignments will be awarded in one-week increments according to the interested employees’ positions on the overtime equalization list, with the employee with the lowest number of overtime hours on the list being first awarded.
 - d) On-call duty weeks cannot be split up except in cases of unforeseen emergencies.
 - e) The HVACR & Controls Technician who is “on-call” will receive a flat allowance of \$300 per week for each on-call duty week completed.
 - i) Where an on-call HVACR & Controls Technician is unable to complete the full duty week due to illness or personal emergency, the \$300 weekly rate will be prorated at \$42 per day for each full day completed during the duty week. There will be no credit for partial days.
 - ii) The substitute/replacement HVACR & Controls Technician assigned to fill in all or a portion of the duty week will receive a flat rate of \$42 for each day he/she serves as substitute.
 - iii) Under no circumstances will the original HVACR & Controls Technician and the substitute both be paid for the same day.
- 2) An on-call duty week will run from 4pm Friday to 4pm the following Friday. This duty schedule mirrors the FM Duty Officer schedule.
- 3) During a duty week, the assigned HVACR & Controls Technician:
 - a) Will carry a cell phone and/or a pager
 - b) Must be accessible to the after-hours answering service
 - c) Will be expected to respond to a call or page immediately, and to report to campus within a reasonable period of time.

- 4) The HVACR & Controls Technician on duty will receive the current 3 hour minimum call-in pay when reporting to campus following an on-call contact from the Duty Officer or Action Communication.
- 5) Additional HVACR & Controls Technicians may be called in as a “second person authorized” when required and authorized through the FM Duty Officer based on the appropriate OT equalization list.
- 6) To fill the on-call duty schedule, the supervisor will assign the duty schedule by weeks from most senior to least senior staff, followed by any vacancies which exist and are intended to be filled. The first week of the on-call rotation each year will be the one which includes January 1. The supervisor will continue to assign on-call weeks in this manner until each week has been assigned to a position/incumbent. (for example: week one will be awarded to the most senior employee, week two the second most senior employee etc. until all eligible HVACR & Controls Technician have been assigned one week at which point the process will repeat itself.)

Positions vacated during the year, but which are scheduled to be filled, will retain the on-call weeks assigned at the beginning of the year. If any position remains unfilled when an assigned on-call week approaches, the on-call week will be offered first as a voluntary assignment to the entire group. If more than one employee expresses interest in picking up the offered week or weeks, the assignments will be awarded in one-week increments according to the interested employees’ positions on the overtime equalization list, with the employee with the lowest number of overtime hours on the list being first awarded. If no one accepts the assignment, it will be mandated according to the procedures for “mandatory overtime” outlined in the contract.

- 7) Employees who hire or transfer into the department during the year will be assigned the on-call weeks of the position control number into which they are placed. Where a new hire has not completed his/her probationary period prior to the start of a scheduled duty week, that duty week will be assigned to a non-probationary employee as provided in paragraph 3, above.

Note: based on Memorandum of Understanding initially executed March 1, 2017.

Central Michigan University
Facilities Management
HVACR & Controls Technician On-call Duty "Swap Form"
(submit as far in advance as possible)

Today's date: _____

Employee
Initiating Swap _____

Week of : _____ to _____
_____ to _____

Week of:

Originally Assigned To: _____

Originally Assigned To:

Person Taking this Duty: _____

Person Taking this Duty:

Signature Date Signature Date

Supervisor Signature _____ Date

ROUTING INSTRUCTIONS:

3. All requests must be signed by both parties with copies to their supervisor (for information purposes only).
4. The Original must be turned into Facilities Management/Financial Services Office, CSB 216, prior to the start of the duty week.

APPENDIX K: Provisional Custodian Positions

In order to avoid the financial penalties imposed by the Federal Affordable Care Act (“ACA”) on the employment of temporary employees beyond a certain maximum number of hours worked per week, and to promote a more efficient use of resources and staffing, the Central Michigan University Facilities Management Department (“FM”) has previously proposed, and the Union has verbally agreed, that FM will create a limited number of Provisional Custodian positions (i.e., up to five).

In order to clarify the circumstances under which such Provisional Custodians may move to regular positions within the bargaining unit as such positions become available, the University proposes the following:

1. Employees hired into these positions will be members of the bargaining unit and will be eligible for benefits on the same basis as regular custodians.
2. Provisional custodians may be assigned to work where, as, and when needed.
3. Provisional custodians are not eligible to bid on vacancies within the bargaining unit for up to one year from date of hire. However, when a custodial position vacancy within Facilities Management has been posted and has had no internal bidders, the senior most Provisional custodian will be administratively placed in that position. Thereafter, as has been customary in the case of administrative placement, the employee will be eligible to exercise his/her contractual bidding rights as provided in the Agreement.

Note: based on Memorandum of Understanding initially executed August 3, 2016. Application of this provision is strictly limited to positions within Facilities Management’s jurisdiction and control.

APPENDIX L: Apprenticeship Program Discussions

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND AFSCME LOCAL 1568**

Central Michigan University (“University”) and AFSCME Local 1568 (“Union”) are parties to a collective bargaining agreement (“Agreement”) expiring June 30, 2022.

During the course of negotiations for the new collective bargaining agreement memorialized above, the University agreed to engage in discussions with the Union to explore the potential to revitalize the existing CMU Apprenticeship Program.

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

AGREED TO AND ACCEPTED THIS ____ DAY OF AUGUST, 2017:

FOR THE UNIVERSITY:

Kevin J. Smart, SPHR
Director/Employee Relations

FOR THE UNION:

Karen Witer
President/AFSCME Local 1568

FOR COUNCIL 25:

Mike Neitzel, Staff Representative
AFSCME Council 25

Mark Williams, Staff Representative
AFSCME Council 25

Collective Bargaining Agreement By and Between
Central Michigan University and AFSCME Local 1568

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Central Michigan University and AFSCME Local 1568**

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