

**An Agreement
Between**

Central Michigan University

And

**UAW Local #6888
AFL-CIO**

July 1, 2006 – June 30, 2009

PREAMBLE

The University and the Union recognize the moral principles involved in the areas of Civil Rights and Affirmative Action and reaffirm in the following negotiated Agreement their commitment not to discriminate because of participation in or affiliation with any labor organization, race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, weight and height except to the extent that such matters are, under law, allowable bona fide job qualifications.

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AGREEMENT

OP0-1 This Agreement is entered into this 1st day of July, 2006, between the Board of Trustees of Central Michigan University, being the constitutional and statutory board of control of Central Michigan University (hereinafter referred to as "University") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union 6888 (hereinafter referred to as the "Union"), as exclusive representative of employees employed by Central Michigan University and as set forth in section OP2-1 and OP2-2.

PURPOSE AND INTENT

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

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

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

RECOGNITION

OP2-1 The University acknowledges the express desire of its employees to be represented by the Union as indicated in the consent elections held on April 10, 1968, and December 19, 1980, and recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for the term of this Agreement in the designated bargaining unit. The designated bargaining unit is found in the Agreement for Consent Election dated March 2, 1968, and the Agreement for Consent Election dated November 19, 1980, and the Agreement for Consent Election dated December 11, 1990. And the parties agree that the following description accurately represents what is set forth in those three (3) consent election agreements:

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

DEFINITIONS

Working Day

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

Calendar Day

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

Prorating

OP3-3 The method of determining the amount of benefits for which an employee is eligible based upon the proportion of the employee's position compared to a full-time position. An employee scheduled to work at least thirty-two (32) hours per week on a regular basis and who has an official appointment of at least 80% FTE will be considered a full-time employee for purposes of establishing the level of university health care benefit contributions only.

EMPLOYEE STATUS

Regular Full-Time Employee

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

Provisional Employee

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

Part-Time Employee

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

Probationary Employee

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

Temporary Employee

OP4-5 An employee who works at a designated temporary job to meet the requirements of the University that may be occasioned by leave of absence, resignation, dismissal, temporary or abnormal increased work loads, or any other conditions that may create short term staffing problems. The Union shall be given prior notice of hiring of all new temporary employees doing bargaining unit work for at least thirty (30) working days. After a position has been temporary for an accumulative nine (9) months within a twenty-four (24) month period, the position will be announced as a permanent position; except in the event the temporary employment results from a medical leave of absence in which case the position will be announced as a permanent position after one (1) year. The University and the Union may, by mutual agreement,

extend the duration of the temporary employment before the position must be announced as a permanent position.

Student Employees

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

RIGHTS OF THE UNIVERSITY

- OP5-1** The University has the right to the general supervision of the institution and the control and direction of all expenditures from the institution's funds.
- OP5-2** The University reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the University's work force, including, but not limited to, the right to hire, discipline, suspend, discharge, promote, demote, reclassify, transfer, or lay off employees, or to reduce or increase the size of the working force, or to make reasonable judgments as to the ability and skill of employees, or to schedule hours in shifts or determine the standards for University work, methods, processes, means and materials to be used in accomplishing the constitutional purposes, for which the University is organized, except as expressly limited by this Agreement. In no event shall the terms of the second sentence of this paragraph in any way limit the constitutional mandates placed on the University.

AID TO OTHER LABOR ORGANIZATION

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

UNION REPRESENTATION

- OP7-1** Membership in the Union shall not be required as a condition of continued employment at the University. However, the University and the Union recognize that the Union is the exclusive bargaining agent for all employees in the bargaining unit, regardless of their Union membership. Accordingly, these parties agree that employees who opt not to become or remain members in good standing of the Union shall, as a condition of continuing employment, tender to the Union a service fee which represents the costs of exclusive representation and which shall be equal to or less than the periodic dues uniformly required as a condition of maintaining Union membership.

The amount of the service fee will be announced in advance from year-to-year by the Union in accordance with the UAW's Agency Fee Payer Objection Policy as set forth in OP8-11.

- OP7-2** Employees covered by this Agreement who were employed by the University on or before April 10, 1968, and who have continued employment since that date or who were on leave of absence on that date and subsequently returned to work and were not members of the Union on July 1, 1968, shall have free choice as to whether they will pay the periodic dues, above described, without adversely affecting their continued employment within the unit.
- OP7-3** Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of

this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service fee defined in Section OP7-1 above.

Employees covered by this Agreement who are not members of the Union at the time the Agreement becomes effective and who have been employed for less than thirty (30) days, and employees hired, re-hired, or transferred into the bargaining unit after the effective date of the Agreement, who do not make application for membership in the Union, within thirty (30) days after completion of thirty (30) days of service, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service fee defined in Section OP7-1 above.

OP7-4 Failure to comply with the provisions of this Article, Sections OP7-1 and OP7-3, shall be cause for the discharge of the employee.

OP7-5 No employee shall be terminated under this Article except as provided below:

- The Union has first notified the University in writing that the employee has elected not to join the Union.
- Within ten (10) working days of such notification, the University shall:
 - (1) Notify the employee of the provisions of this Agreement,
 - (2) Obtain the employee's response, and
 - (3) Notify the Union of the employee's response.
- In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the University with a copy to the employee, certified mail-restricted delivery, return receipt requested.
- Upon receipt of such written notice, the University shall within five (5) working days notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- The employee shall then be terminated unless the employee can produce evidence of compliance.

OP7-6 Alternatively, in accordance with law, the Union may request the University to deduct automatically the service fee from the employee's paycheck and remit same to the Union. If the Union so requests, the compliance procedure will follow the same steps set forth in OP7-5 a-e, except that rather than discharge, the University will notify the employee that the required fees will be deducted automatically.

OP7-7 The Union will defend, indemnify and save harmless the University from any and all claims, demands, suits and other liability, including costs and reasonable attorneys' fees, by reason of action taken or not taken by the University for the purpose of complying with this Article.

OP7-8 In the event of any of the provisions of this Article are unenforceable under state or federal law, the parties shall meet to negotiate changes necessary to bring the Article into conformity with law.

DEDUCTION OF UNION DUES AND INITIATION FEES

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

University written authorization to do so or who are subject to the provisions of Section OP7. The University shall forward such dues to: Union, Central Michigan University, Mount Pleasant, Michigan, on or before the seventh (7th) day after each pay date. Where the proportionate amount, above described, is less than \$5.00 per pay period, the University may deduct more than the proportionate amount and up to and including \$5.00 per pay period until the amount established by the Union is paid. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive one-year periods thereafter, unless the employee gives written notice of termination to the University and the Union at least fifteen (15) working days prior to any anniversary date of this Agreement, provided there is in effect an agreement between the University and the Union authorizing such deductions. The Union agrees to indemnify and save the University harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from Union initiation fees, if any, and Union dues or service fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union, Central Michigan University, Mount Pleasant, Michigan.

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

Authorization Form

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

Deduction

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

Delivery of Executed Authorization of Payroll Deduction Form

OP8-4 Except as provided in Section OP7, a properly executed copy of the Authorization for Deduction of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the University at the office designated by the University before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Deduction of Dues which is incomplete or in error will be returned to the Union Secretary by the University.

When Deductions Begin

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

Refunds

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

Termination of Deduction

- OP8-7 An employee shall cease to be subject to deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. Where the University under the provisions of paragraph OP8-1 has chosen to deduct more than the proportional amount, the employee forfeits any excess monies paid to the Union.

Disputes Concerning Deduction

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

Limit of University's Liability

- OP8-9 The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

List of Dues-Paying Members

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

Agency Fee Payer Objection Policy

- OP8-11 The International Union, UAW and UAW Local 6888 ("UAW") have approved the following Policy governing objections by UAW-represented public employee non-member agency fee payers to expenditure of their Service Fees for purposes not related to the costs of exclusive representation.
1. The Service Fee chargeable to non-member agency fee payers in UAW Local 6888 to which this Policy applies shall be an amount determined in accordance with this Policy. Such amount shall be calculated as a percentage of the Union dues and fees uniformly charged as membership dues for UAW members in the same bargaining unit.
 2. The UAW's fiscal year is the calendar year. The UAW's Fee Year shall run from July 1 to July 1 of the following calendar year.
 3. At the end of each fiscal year, the UAW's expenditures shall be reviewed in order to establish, on a pro-rata basis, what portion of UAW expenditures were expended on matters related to the costs of exclusive representation (the "Charged Amount"). The UAW will then prepare, by the 15th of May following the close of each fiscal year, reports setting forth the results of this review with respect to that previous fiscal year

(the "Reports"). The Reports will disclose the amounts of UAW Total Expenditures in various major categories of expenditures, and such amounts will be taken from UAW's financial statements for the prior fiscal year, which financial statements will have been audited by a Certified Public Accountant. The UAW will be responsible for the Reports' allocation of categories of expenditures between those which are related to the costs of exclusive representation and those which are not or may not be so related. Such Reports will thereafter be mailed by the UAW to the last known address of each non-member agency fee payer to which this Policy applies.

4. Each July 1, the Service Fee charged to non-member agency fee payers will be determined for the Fee Year commencing on that day. The Service Fee so charged will be equal to that portion of Union dues determined to be the Charged Amount as described in Paragraph 3 of this Policy.
5. Any non-member agency fee payer who claims that the Charged Amount determined in the Reports was not properly calculated or was not in accordance with the standard set forth in Paragraph 3 of this Policy may challenge the UAW's determination of the Charged Amount reflected in the Reports. Such an objection shall be commenced by filing such objection in writing with: Agency Fee Payer Objection Administration, International Union, UAW, 8000 E. Jefferson, Detroit, Michigan 48214. Any such objection must be filed no later than forty-five (45) days following issuance of the Reports required by Paragraph 3 of this Policy. The objection shall state the basis for the claim that the Charged Amount as set forth in the Reports is not in accord with the standard set forth in Paragraph 3 of this Policy.
6. All objections filed pursuant to Paragraph 5 of this Policy will be referred to an impartial decision maker. Until further notice, all such appeals shall be referred by the UAW to the American Arbitration Association ("AAA"), pursuant to its "Rules for Impartial Determination of Union Fees." The UAW will have the authority to have any or all such appeals consolidated before the impartial decision maker selected by the AAA. The impartial decision maker shall issue his or her determination as to the appeals within sixty (60) days of the opening of the arbitration hearings. The impartial decision maker's jurisdiction shall be limited to determining whether the Charged Amount determined by the UAW with respect to the appellants is in accord with the standard set forth in Paragraph 3 of this Policy. The determination of the impartial decision maker shall be final and binding.
7. Immediately upon receiving any objection pursuant to Paragraph 5 of this Policy, the UAW will deposit an amount of money equal to the Service Fees to be charged during that Fee Year to the objecting non-member agency fee payer in an interest-bearing escrow account maintained by a banking institution. Money so deposited will remain in the escrow account and will not be made available for the UAW for any use until distribution in accordance with the determination of the impartial decision maker as described in Paragraph 6
8. For the purposes of this Policy, "file", "filing", and/or "filed" means receipt by the recipient designated herein, after mailing by first class mail.
9. UAW reserves the right to further amend or modify this Policy, as it deems appropriate, to comply with the then-applicable law, or to terminate this Policy, if permitted by then-applicable law.

Changes in Agency Fee Payer Objection Policy

- OP8-12** The parties agree that if the UAW makes changes to its Agency Fee Payer Objection Policy, set forth in Article OP8-11 of this Agreement, the University may object to those changes. The University's objection will delay the University's obligations to enforce Article OP8 until the parties reach agreement on such changes.

SPECIAL CONFERENCES

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

GRIEVANCE PROCEDURE

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

OP10-2 The University and the Union recognize the value and importance of full discussion for the purpose of clearing up misunderstandings and preserving the good working atmosphere at the University. The University and the Union encourage employees to bring their problems to their immediate supervisors to work them out whenever possible.

OP10-3 Grievances within the meaning of the grievance procedure and of the mediation clause shall consist only of disputes about the interpretation of application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. The following procedure shall be the sole and exclusive means for resolving grievances. A grievance not appealed within the time limits as provided for in this article shall be considered settled on the basis of the last answer and not subject to further review.

Individual Grievance

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

Group Grievance

OP10-5 Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When such a group grievance is brought, one employee from the group may attend the meetings set forth in the grievance procedure as the aggrieved employee.

Union Grievance

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

Step One

OP10-7 Any employee having a grievance, or one (1) designated member from the employees having a group grievance, may discuss the matter with the employee's immediate supervisor. At the employee's option, the employee's representative may be present during and participate in the discussion. In order to be a proper subject for the grievance procedure, the employee must inform the immediate supervisor orally within ten (10) working days after occurrence of the event giving rise to the grievance, or ten (10) working days after the date the employee reasonably should have known the facts giving rise to the grievance. The supervisor shall respond orally to the grievant within two (2) working days following the oral presentation of the grievance.

Step Two

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

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

OP10-9 A meeting between no more than three (3) representatives of the Union excluding the international service representative and three (3) representatives designated by the University, one of which shall be the Director of Employee Relations or designee, will be arranged to discuss the grievance at a mutually agreeable time within thirty (30) calendar days from the date the grievance is received in Employee Relations. Extensions of this time period may be arranged by mutual agreement, which agreement shall not be unreasonably withheld by the party not requesting the extension.

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

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

Step Three--Submission to Mediation

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

OP10-13 The mediator shall have no power to add to, subtract from or modify any of the terms of this agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the agreement and law vary from interpreting the agreement nor shall the mediator, in making a recommendation regarding a case, imply into the agreement provisions which are not in the written terms of the agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union nor shall the mediator exercise any responsibility or function of the University or the Union. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the University or Union.

Step Four--Submission to Arbitration

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

Selection of Arbitrator

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

Barry Brown	Erwin B. Ellmann	Paul Glendon	Joseph Girolamo
Mark Glazer	Peter D. Jason	Howard A. Kole	Michael P. Long
Nora Lynch	Bob McCormick	Anne Patton	

The Union and the University will agree to meet and discuss any changes to the listed names.

If the Union and the University cannot agree upon an arbitrator from the panel, the Union shall request that an arbitrator be selected by the Federal Mediation and Conciliation Service

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

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

Pre-Arbitration Conference

OP10-17 The Union or the employer may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating facts and authenticating proposed exhibits. The pre-hearing conference shall be scheduled within ten (10) working days from the receipt of the request for such conference.

ARBITRATION

OP11-1 The fees and approved expenses of an arbitrator shall be paid by the losing party as determined by the arbitrator.

OP11-2 Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violations of the clauses of this agreement or written supplemental agreements thereto. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement; nor shall the arbitrator, in deciding a case where the arbitrator feels there is conflict between the agreement and law, vary from interpreting the agreement; nor shall the arbitrator, in deciding a case imply into the agreement provisions which are not in the written terms of the agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union.

Attendance by Aggrieved Employee and Other Employees

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

Finality of Decisions

OP11-4 The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this agreement shall be final and binding upon the University, the Union and the employee or employees involved.

WITHDRAWAL OF CASES

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

COMPUTATION OF BACK WAGES

- OP13-1** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's base rate including shift differential, if applicable.
- OP13-2** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all regular lost time and with full restoration of all rights and conditions of employment.

PERSONNEL FILE

- OP14-1** An employee's personnel records are confidential and will be treated as such. The maintenance of such files is primarily for administrative use; however, the University will honor an employee's request to examine and discuss the contents of his/her "Official Personnel File" with a representative of Human Resources/Staff. Employees will be provided with a copy of any disciplinary action, or evaluative report, to be included in such files. An employee may submit a written response to the report or statement through a designated representative of Human Resources/Staff with a copy to be placed in the personnel file and a copy provided to the immediate supervisor. If an employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of material, but in no instance, shall said signature be interpreted to mean agreement with the material's content. As a part of the review process, a personnel representative will examine the file prior to sharing it with the requesting party and temporarily remove such disciplinary material which is more than three (3) years old for the review.

TERMINATION NOTICE

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

DISCHARGE OR DISCIPLINE

Notice of Discharge or Discipline

- OP16-1** The University agrees promptly upon the discharge or discipline of any employee to notify the employee in writing of any discharge or discipline with a copy to the Union.
- OP16-2** An employee discharged or disciplined with cause who is not a probationary employee (unless the probationary employee is discharged or disciplined for Union activity), upon the employee's request, will be allowed to discuss the employee's discharge or discipline with the Union in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the Union before he/she is required to leave the property of the University. Upon the request of the disciplined employee or the Union, the administrative head of the unit or that person's designated representative will arrange for a meeting to be held with the discharged or disciplined employee and the Union. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The Union will be notified of action taken in these cases.

Appeal of Discharge or Discipline

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

Use of Past Record

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

DRUG TESTING

Alcoholism or Other Drug Abuse

- OP17-1** The University agrees that it may test or refer for testing and/or treatment a bargaining unit member for alcohol or other drug abuse if an accident has occurred that causes damage to property or persons, or there exists a reasonable suspicion that an employee's work performance is impaired due to alcohol or other drug use. The University expressly agrees not to perform or require any other alcohol or drug testing during the life of this Agreement including, but not limited to, random testing, testing prior to promotion, or periodic testing except as required by law.
- OP17-2** The Union and the University jointly recognize that alcoholism and other chemical dependencies are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- OP17-3** A bargaining unit member, while participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol or other drug abuse provided that the employee complies with conditions of the program and the conditions specified in any agreement with the University.
- OP17-4** The parties' concern is limited to alcoholism and other drug abuse problems which impair work performance.
- OP17-5** The University agrees that any bargaining unit member who requests diagnosis or treatment for alcohol or other drug abuse problems will not jeopardize his/her job rights or job security, and that such request will be treated in a confidential manner.
- OP17-6** When an administrator or supervisor observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator or supervisor, are due to alcohol or other drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Union representative(s) present at such interview.

SUBCONTRACTING

- OP18-1** The University reserves the right to eliminate positions and reallocate work outside the bargaining unit or the University for business reasons, but not for the sole purpose of eroding the bargaining unit. When a bargaining unit position is eliminated, the University will provide written documentation explaining the reallocation or elimination of the duties. The University agrees to make every effort to reallocate the remaining office professional duties within the bargaining unit.

At the request of the Union, the University agrees to meet in Special Conference to discuss the disposition of duties of any bargaining unit position that has not been posted and has been vacant for longer than three (3) months.

JOB VACANCIES

- OP19-1** Job vacancies shall be posted on the Human Resources website and on a bulletin board outside Human Resources/Staff, three for (3) working days (excluding holidays) before they are filled. The notice of vacancy shall contain the following information:
- a. Position available
 - b. Minimum qualifications for the position,
 - c. Wages paid for the position - range,
 - d. Department.
- OP19-2** Employees shall indicate their desire for consideration via electronic bid format using PeopleAdmin or such similar application as the University may adopt. PeopleAdmin will generate an electronic confirmation number for each application an employee submits. This confirmation number will serve as evidence the application was submitted. The University will provide the use of computer kiosks and assistance if needed to submit an application. Any assistance required for submitting application materials and/or amending same will be available during normal business hours of the bidding period. The employee is responsible for periodic review and update of his/her application material.
- OP19-3** For positions allocated to the OP-3 pay level and above, all qualified internal bargaining unit candidates will be given consideration prior to filling the vacancy.
- OP19-4** The University will provide (for each vacancy) to the Union within ten (10) working days of the posting of the vacancy, a log listing the internal candidates who bid on the vacancy. The Union will be notified within five (5) working days of the person selected to fill the vacancy.
- OP19-5** It is understood that employees, with their supervisor's permission, may be given release time for the purpose of bidding on positions available at the University. Employees may also be given, with their supervisor's permission, release time to interview for those positions. It is understood that supervisors shall be reasonable in granting such requests.
- OP19-6** A bargaining unit member with less than one (1) year of University service will not be eligible to bid on vacancies in the bargaining unit, except by mutual consent of the Union and the Employment and Compensation Office.
- OP19-7** Office Professional positions will be re-posted if a candidate is not selected within sixty (60) calendar days from the closing date of the posting. The sixty (60) calendar day period may be extended by mutual agreement between the Employment and Compensation Office and the Union.

Americans With Disabilities Act Compliance

- OP19-8** The University and the Union will comply with the Americans with Disabilities Act.
FOR REFERENCE ONLY: See Staff ADA Handbook available in Human Resources/Staff.

OFFICE PROFESSIONAL SKILLS TESTING

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

PROMOTIONS

- OP21-1** A promotion is a vertical movement from one job position to another with a change to a higher pay level.
- OP21-2** The University has an obligation to hire who it considers the best qualified person for the position. Bargaining unit members will be given consideration for bargaining unit positions.
- OP21-3** The selection of the best qualified person shall be based upon consideration of such factors as a candidate's length of employment at the University, previous work history (including records of attendance, discipline, and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved.
- OP21-4** Employees who are promoted from within the bargaining unit shall be granted fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, trial period to determine:
- a. Their ability to perform the work.
 - b. Their desire to remain in the position.
- OP21-5** During the trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee exercises this option, the hiring department may repost the vacancy or may make a job offer to another candidate from the original vacancy pool. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the University with a copy to the Union. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the new position, the University is not required to honor a request from the employee for a transfer or promotion for one (1) year from the date the employee started in the job position, unless OP19-6 applies.
- OP21-6** During the trial period, employees will receive the rate of pay for the job they are performing
- OP21-7** Employees who have received promotions will move to the new position in a timely manner.

TRANSFERS

- OP22-1** A transfer is a lateral movement from one job position to another without change in classification or pay level.
- OP22-2** During the first fifteen (15) working days or as mutually agreed upon by the affected departments, whichever is greater, after the transfer has occurred, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice with reasons shall be submitted to the employee in writing by the University with a copy to the Union.
- OP22-3** If the employee is considered satisfactory in the position, the University is not required to honor a request from the employee for a transfer for one (1) year from the date the employee started in the job position.
- OP22-4** Employees who have received transfers will move to the new position in a timely manner.

REDUCTION OR REALLOCATION OF WORK FORCE

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

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

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

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

OP23-4

- a. An employee who occupies the position designated for layoff shall be transferred, conditioned on previous work history (including work records of attendance, discipline and work performance) interpersonal skills and other skills measuring those factors against the particular requirements set by the hiring department and the University for the job involved in the following order of priority, unless the procedure outlined in OP23-4b is invoked.
- b. The University may decide to modify the procedures due to business necessity for an employee with less than two (2) years of continuous service with the University in the bargaining unit who occupies the position designated for layoff. The University agrees to consult with the Union if modifications to the layoff procedures are deemed to be necessary by the University for employees with less than two (2) years of continuous service in the bargaining unit.

OP23-5

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

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

OP23-7 Temporary employees will be laid off first, followed by probationary employees if they are in the appropriate classification series and pay level, followed by provisional employees who were

hired with known position duration of two (2) years or less at the time of posting, unless covered under Article OP4-2.

OP23-8 Classification series for the reduction or reallocation of the work force referred to in OP23-4 through OP23-8 shall be defined as follows:

Series 1: Executive Secretary
Administrative Secretary
Secretary
Office Assistant

Series 2: Administrative Clerk
Senior Specialist Clerk
Specialist Clerk
Office Clerk

OP23-9 Employees who, due to a reduction or reallocation of the work force, are required to accept a lower classified position within their classification series in lieu of layoff shall be restored to the former classification they held prior to the reduction or reallocation of the work force without the utilization of the posting procedure for the vacant position if the employee possesses, at the time of restoration, the necessary training, basic qualifications for performance of the higher rated job. Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority.

OP23-10 An employee who is laid off will receive a layoff letter from the employer which states that the layoff was not a result of unsatisfactory performance.

OP23-11 The Department shall give the bumped or recalled employee reasonable orientation assistance to enable them to perform up to the Department's standards on the new job.

OP23-12 Provisional employees:

- a. Employees who have entered into a provisional position prior to January 1, 2001 have full bumping rights.
- b. Employees who have entered into a provisional position after January 1, 2001:
 - i) Have full bumping rights if the known duration of the provisional position (based on the job posting) exceeds two years.
 - ii) Have limited bumping rights if the known duration of the provisional position (based on the job posting) was two years or less. Bumping rights extend only to other provisional positions with a known duration of two years or less.

RECALL PROCEDURE

OP24-1 An employee in the bargaining unit at the University who has been laid off pursuant to the provisions of the layoff provision shall be recalled to work, conditioned upon previous work history (including records of attendance, discipline and work performance), interpersonal skills and other skills measuring these factors against the particular requirements set by the hiring department and the University for the job involved, in accordance with the reverse application of the procedure outlined in paragraph OP23-5.

OP24-2 Employees shall retain recall rights for a period commensurate with length of employment, not to exceed two (2) years and will retain full credit of years of continuous service or seniority.

Bargaining unit members who have exhausted their recall rights shall have their names placed in a preferential hiring pool and for a period of not more than one (1) year from the date such recall rights expire will be considered as an internal candidate for future vacancies at the University.

OP24-3 Notice of recall shall be sent to the employee at the employee's last known home address by certified mail--restricted delivery. If an employee fails to report to work within ten (10) working days from the date indicated on the certified mail receipt, the employee shall be considered to have quit. Extensions may be granted by the University in proper cases.

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

SENIORITY DEFINITION

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

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

LOSS OF SENIORITY

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

OP26-2 1. If an employee voluntarily terminates his/her employment.

OP26-3 2. If an employee retires in accordance with the provisions of this Agreement.

OP26-4 3. If an employee is discharged and not reinstated.

OP26-5 4. If an employee fails to report from layoff when recalled in accordance with this Agreement.

OP26-6 5. If an employee is laid off for a continuous period commensurate with length of employment, not to exceed two (2) years.

OP26-7 6. If an employee is absent for three (3) consecutive working days without notifying the immediate supervisor and fails to give a reasonable explanation.

RETENTION OF SENIORITY

OP27-1 Unless lost under the Loss of Seniority Provision, (see OP26-1 through OP26-7), seniority is retained and is accrued for the periods of time set forth below:

- OP27-2** Leave of absence without pay provided the employee complies with the conditions imposed on such leave.
- OP27-3** Layoff from the bargaining unit but retention and accrual of seniority shall not exceed two (2) years.

OFFICER'S SENIORITY

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

LEAVES OF ABSENCE WITHOUT PAY

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

- OP29-1** A non-probationary employee who is (1) unable to work because of personal sickness, injury or disability; (2) has exhausted sick leave; (3) has exhausted vacation and personal leave; and (4) has furnished a written request to Human Resources/Staff accompanied by evidence of disability satisfactory to the University shall be granted a leave of absence without pay. Such request and evidence may be delivered or sent to Human Resources/Staff by the Union or any other interested party.
- OP29-2** The leave of absence shall be for the period of continuing disability for the period of time up to one (1) year. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physicians' opinions shall be the basis used to determine the questions of appropriate medical treatment or evidence of continuing disability.

2. Personal Leave

- OP29-3** A personal leave of absence without pay of up to four (4) months may be granted at the discretion of the University in cases of exceptional need for those non-probationary employees who have been employed on a regular basis and who have exhausted all of their personal and vacation time. An employee may return to the same position they held at the time the leave was granted, providing written approval is obtained at the time the leave is requested. Leave will not be granted for the purpose of obtaining employment elsewhere. Leaves of absence may be extended by the University for additional four-month periods, but the total leave time shall not exceed one (1) year unless an extension not to exceed one (1) additional year is mutually agreed to by the Union and the University.
- OP29-4** The employee who is on a leave of absence without pay will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation. The employee must check with Human Resources/Staff about maintaining available insurance coverage during this period.
- OP29-5** If it is not possible to assign work to an employee immediately upon return from personal leave, the employee will be granted an extended leave up to two (2) years while the employee attempts to successfully bid for a position.

3. Family and Medical Leave

- OP29-6** In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible employees paid/unpaid leave of up to twelve (12) work weeks per calendar year for certain family and medical reasons.

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

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

4. Long-Term Military Leave

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

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

5. Union Educational Leave

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

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

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

6. Leave of Absence (Union Office)

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

LEAVES OF ABSENCE WITH PAY

1. Personal Leave Days

- OP30-1** Full-time employees will be eligible for three (3) personal leave days per calendar year. Full-time employees in their first year of employment who are hired after July 1 are eligible for one and one-half (1½) days of personal leave for the remainder of the first calendar year. Personal leave may be taken in units of one (1) hour. Employees shall arrange for taking paid personal leave with their supervisors in advance. Paid personal leave time does not carry over from year to year. Employees will be paid for unused personal leave upon termination (prorated based on date of termination).
- OP30-2** Personal leave benefits for part-time employees in the bargaining unit will be pro-rated on the basis of the proportion of the position held by the employee to full-time employment.
- OP30-3** Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if work loads do not permit the taking of personal leave at the particular time desired by the employee except permission must be granted for any funeral and sickness of any family member or relative. If personal leave is not used on or before the last day of the final pay period of the calendar year, the time is lost.

2. Funeral Leave

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

3. Verification of Eligibility for Funeral Leave

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

4. Court-Required Service

- OP30-6** An employee who serves on jury duty or who is subpoenaed as a witness and who is not a party to the action, will be paid the difference between the employee's regular pay and the amount received for serving as a juror or serving as a witness. An employee is expected to report for regular University duty when their attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. An employee should check with Human Resources/Staff before serving as a juror or a subpoenaed witness for instructions on the procedure for receiving the difference in pay.

5. Short Tours Military Leave

- OP30-7** All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations, will be allowed an approved leave of absence not to exceed

fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less. The computation of this difference will be: Gross University pay for the authorized period of the time less all military pay and allowances for that period.

OP30-8 Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.

6. Sick Leave

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

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

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

OP30-12 All full- or part-time employees may use their sick leave days during any period in which they are scheduled on the payroll for absences due to employee illness, injury and doctor or dentist appointments.

OP30-13 Up to six (6) sick leave days per year may be used for illness of immediate family members. Immediate family will be defined the same as under the Family Medical Leave, e.g., spouse, children, and parents.

OP30-14 Sick leave may be used in units of one-half (1/2) hour or more.

OP30-15 The department, in considering the employee's request, will take into consideration the following:

- a. Legitimacy of the request, which may include a physician's statement.
- b. Previous sick leave usage record, with consideration given to extended or long-term illness and medical leave.
- c. Supervisor's recommendation. Employees must notify their immediate supervisors at the earliest opportunity that they will be off work because of illness.

OP30-16 An employee requesting accrued sick leave benefits may be required to submit a Medical Verification to the Employee Relations office. Until such statement is filed, the absence(s) will be considered as lost time, and the employee's pay will be reduced accordingly. The University may require the employee to be examined by a physician of our choice. (See also OP29-6 and Appendix "A").

Medical Verification

OP30-17 When the University requests medical verification, such medical verification must be secured from the attending physician and must include the following information:

1. Diagnosis
2. Prognosis
3. Treatment plan
4. Why the illness/injury is debilitating

5. The anticipated duration of the debilitating illness/injury

OP30-18 Whenever an employee is eligible for benefits under the short-term or long-term disability program, the provisions of that program supersede this sick leave program. Refer to Appendix "C" for benefit. Additional details are available in Enrollment Booklet available from Human Resource/Staff: <http://www.hrs.cmich.edu/>.

Records and Reports

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

The University will provide to the bargaining unit an annual report identifying sick leave usage.

SERIOUS AND CATASTROPHIC LEAVE

FOR THE POLICY/GUIDELINES SEE WWW.HRS.CMICH.EDU

OP31-1 All Office Professionals are eligible upon hire and are strongly encouraged to sign up for STD (short term disability) insurance.

OP31-2 An Office Professional employee under consideration for serious and catastrophic leave must exhaust all available sick leave and/or vacation time.

OP31-3 Two times each year, the University will allow other employees to donate vacation hours to the Serious and Catastrophic Leave balance account. Any donated time would be on an hour for hour basis and not dollar for dollar basis.

OP31-4 Once the employee under consideration for assistance reaches eligibility for Long-Term Disability, the employee is not eligible for serious and catastrophic leave.

OP31-5 A committee consisting of three representatives from the Bargaining Unit, one representative each from Employee Relations and Payroll shall establish eligibility guidelines.

OP31-6 Requests for use of the fund shall be considered by the committee with input from the requesting employee's supervisor.

MEDICAL CONDITION FOLLOWING LEAVE

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

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

MEDICAL DISPUTE

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

FAMILY ILLNESS FUND

Amount of Family Illness Fund

OP34-1 The family illness fund will be funded at \$7,500.00 per fiscal year for 2006-07, 2007-08 and 2008-09. Unused sums of money in the fund will carry over into future years. The fund shall be utilized as follows:

OP34-2 The sum of money set aside shall be held by the University and used to pay the salary for employees entitled to utilize the fund for family illness. When the fund is exhausted, there may be no further utilization of the fund for family illness.

OP34-3 The Union committee shall receive from Payroll a written quarterly report summarizing usage and funds remaining.

OP34-4 Family Illness Fund guidelines shall be approved by the Employee Relations Department prior to implementation.

SHIFT HOURS

OP35-1 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m. Any employee whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift. Part time employees who normally work between 8:00 a.m. and 5:00 p.m. will be considered working first shift.

SHIFT DIFFERENTIAL

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

REST PERIODS

OP37-1 Employees shall normally be entitled to a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. If the employee feels their supervisor has been arbitrary or capricious in denying the employee the opportunity to take a rest period, the

employee may file a grievance on the question. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it may not be used to cover an employee's late arrival at work or early departure, nor may it be regarded as accumulative if not taken.

OVERTIME

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

FOR REFERENCE ONLY: The application of Overtime/Compensatory time guidelines shall be in accordance with the University's overtime/compensatory time guidelines. This policy can be found on the worldwide web <http://www.hrs.cmich.edu>.

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

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

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

HIGHER CLASSIFICATION WORK

Within Bargaining Unit

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

- a. If the work is of a classification one grade higher than the employee's current grade a minimum of four percent (4%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed. Additional compensation beyond the four percent (4%) but not exceeding eight percent (8%) may be paid for such work assignment at the department's request and on approval of Employment and Compensation/HRS.
- b. If the work is of a classification more than one grade higher than the employee's current grade, a minimum of six percent (6%) per hour more than the employee's regular base wage for the period in which the higher classification work is performed. Additional compensation beyond the six percent (6%) but not exceeding ten percent (10%) may be paid for such work assignment at the department's request and on approval of Employment and Compensation/HRS.

Outside Bargaining Unit

- OP39-2** In the absence of regular supervisory staff, the University may temporarily assign an employee as a leader to direct other employees in the performance of their duties or to assume additional responsibilities. When such assignments are made, the University shall designate the duties to be performed by the temporary leader.
- OP39-3** A leader shall not assume the responsibility for: hiring, discharging or disciplining other employees.
- OP39-4** Assigned leaders shall be paid eight percent (8%) more than their regular base rate (including shift differential when applicable) for the period of assignment, if the assignment is for at least forty hours per week.
- OP39-5** Additional compensation beyond eight percent (8%) may be paid for such assignments at the department's request and on approval of Employment and Compensation/HRS.
- OP39-6** With respect to the application of articles OP39-1 and OP39-4, the "40 hour per week" provision shall apply to part time staff on a pro rata basis.

CALL-IN PAY

- OP40-1** An employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period, shall be granted at least two (2) hours pay at the rate of time and one-half.
- OP40-2** Supervisors will refrain from calling employees at home except in emergency situations.

LEGAL HOLIDAYS

- OP41-1** Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- OP41-2** Each employee not on leave of absence or layoff who is not scheduled to work on any such holidays shall be paid for eight (8) hours at the employee's regular straight time rate of pay, provided that:
- a. Such employee is and has been 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 work day immediately preceding and the employee's scheduled work day immediately succeeding the holiday involved.
- OP41-3** An employee who is scheduled to work on any holiday and accepts but does not work said day or is not excused from work shall receive no pay for such holiday.
- OP41-4** Whenever one (1) of these holidays falls on a Saturday or on a scheduled day off in the employee's work week, and the employee does not work on this day and no other day is observed as a holiday by the University, the employee will receive an additional day, the time to be arranged with his supervisor. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

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

ADDITIONAL HOLIDAYS

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

VACATIONS

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

1-2 Years	3-7 Years	8-15 Years	16 > Years
12 days	15 days	18 days	20 days

- OP43-2** Twelve (12) days per year, for the first two (2) years of employment.
- OP43-3** Fifteen (15) days per year, from the beginning of the third year through the seventh year.
- OP43-4** Eighteen (18) days per year, from the beginning of the eighth year through the fifteenth year.
- OP43-5** Twenty (20) days per year, beginning with the sixteenth year.
- OP43-6** If an employee terminates voluntarily or involuntarily prior to completing twelve (12) months of continuous service in the bargaining unit, such employee shall forfeit all rights to vacation time accrued to date of termination. An employee may, however, be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service in the bargaining unit. In such case, the employee shall sign a form provided by the University which stipulates

that should the staff member fail to complete the twelve (12) months continuous service, the University is authorized to deduct the amount of money equivalent to pay received for the advanced vacation from the employee's final paycheck(s). An employee who is terminated after completing twelve (12) months of continuous service in the bargaining unit shall be entitled to all vacation time accumulated to the date of termination up to a maximum of one-hundred sixty (160) hours. An employee who resigns after completing twelve (12) months of continuous service in the bargaining unit 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.

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

RETIREMENT

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

Type of Plan 403(b) Non-contributory

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

Vesting Immediate upon date of hire.

University Contribution Six percent (6%) of employee's base hourly rate excluding special pays (retirement incentives, excellence awards, retirement service awards, payback, leave payoff at retirement/termination, supplemental pay, special assignment pay) to begin immediately upon the date of hire.

Vendor TIAA-CREF or Fidelity

Retroactivity University contributions to an employee's ORP account will commence as of date of hire provided the employee completes and submits required enrollment documents within sixty (60) days after the date on which the employee becomes eligible to participate in the ORP. Where an otherwise eligible employee submits the required enrollment documents on or after the sixty-first (61st) calendar day following the date of hire, University contributions to the employee's ORP account will begin as of the start of the next regular pay period following submission of the completed enrollment forms, and these contributions shall not be retroactive to the employee's date of hire.

Health Insurance Office Professional-UAW employees who are considered CMU retirees are eligible to continue health insurance under the CMU Retiree Health Policy at their own expense.

FLEXIBLE BENEFITS PROGRAM

OP45-1 All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program, or under another plan providing comparable benefits if mutually agreed to between the University and the Union's representatives.

OP45-2 In CMU Choices, each employee will have the opportunity upon hire to select from the current options. An annual open enrollment period will be held to afford employees the opportunity to change their selections, except for the dental selection, which is a two (2) year choice. Employees may make changes during the year if they have a family status change (birth, death, marriage, adoption, etc.). These changes must be made in the Compensation & Benefits Office/Human Resource/Staff within thirty (30) days of the event. Status changes must be made on a prospective basis except for those relating to birth, adoption or placement for adoption.

OP45-3 All insurances become effective the first day of the month following the month in which the employee is hired and terminate on the day the employee terminates employment.

OP45-4 Employees will not be allowed to carry duplicate coverage for themselves, their spouse or their dependents through the University.

OP45-5 An employee whose spouse is also employed by the University will not be permitted to combine their respective University contribution for the purchase of higher cost benefits.

OP45-6 If the employee's spouse does not work at the University and the spouse's employer offers insurance coverage, the spouse must sign up for insurance coverage (at least single subscriber) with their employer before they can be covered on University policies.

OP45-7 Employees whose regular appointment is for less than twelve (12) months will be considered part-time employees, even if they work forty (40) hours per week. As part-time employees, they will be eligible for a reduced contribution for health insurance and will not receive any University contribution for Dental. They will receive the University contribution for all twelve (12) months as long as they remain employed by the University.

OP45-8 For additional information on CMU Choices and the rules governing the program, please refer to the University's website at <http://www.hrs.cmich.edu/benefits/download/brief-op-current.pdf>

OP45-9 Refer to Appendix “C” for examples of benefits available under the current CMU Choices program. Additional details are available on the University’s Benefits and Wellness web site: <http://www.hrs.cmich.edu/benefits/healthplans.htm>.

OP45-10 Two Office Professionals (including one member of the bargaining team) shall serve on the health care committee as long as it exists.

TAX DEFERRED INVESTMENT OPPORTUNITIES

OP46-1 Employees are eligible to participate in a variety of tax deferred investment options. Under this program, a portion of the employee’s current base salary is deferred and invested in various funds. The program is offered through various vendors and is available to employees regardless of which retirement program they have selected.

Employees may enroll at the beginning of any pay period. Additional information may be obtained through Benefits and Wellness/HRS.

TUITION PLAN

Purpose

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

Provisions of Plan for Active Employees

OP47-2 1. All full- and part-time regular and provisional employees in an active pay status on the first official day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Plan which covers tuition for classes offered through the University.

Full time employees are eligible for a maximum of twenty-four (24) credit hours in any fiscal year. Part time employees with appointments of 50% or greater are eligible for a prorated portion of the twenty-four (24) credit hour fiscal year maximum based on the ratio of their official FTE percent as compared to 100%.

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

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

3. Tuition waiver not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) of certain employee groups may take up to the annual maximum of twenty-four (24) credit hours.

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

The dependency of a child of divorced parents for purposes of the tuition plan is determined under the support requirements test of IRS Section 152 (e). As long as the

child is a dependent of one of the parents, the child qualifies as the employee's dependent and is eligible for the tuition benefit. This is true even though the child does not qualify as the employee's dependent on a personal tax return.

4. Enrollment procedures should follow the University's established procedures. Employees should contact the Compensation and Benefits/HRS for provisions of plan for retired employees.
5. Details are available in the Compensation and Benefits/HRS.

PARKING REGULATIONS

OP48-1 Employees (after registering their motor vehicle and properly displaying the parking decals provided by the University) may park under the University regulations in the University parking system. Parking in lots posted for other specific uses is not permitted. Those driving more than one car must register each car. Employees agree to abide by the University parking and traffic ordinances. For further information, see the "Parking and Traffic Regulations" obtainable in the CMU Police Department.

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

SEXUAL HARASSMENT

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

NEW MATTERS

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

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

BARGAINING TEAM

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

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

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

- OP52-1** It is agreed between the Union and the University that the President, First Vice President and/or Financial Secretary of the Union will share two (2) hours of unpaid release time per day, Monday through Friday of each work week. These release hours will be paid by the Local Union's treasury. It is understood and agreed by the Union that an attempt will be made to perform all Union related work during those designated hours. If it is necessary to request an exception to that policy, the Union President, First Vice President and/or Financial Secretary must have prior approval of his/her supervisor or designee and the Manager of Employee Relations. Negotiation sessions are exempt from this policy.
- OP52-2** At the point either the Union or the University feel that this arrangement is not working, a special conference will be called.

STRIKES

- OP53-1** The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this agreement is in effect, there will be no strikes, sit downs, slow downs, stoppages of work, boycott or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

RULES AND REGULATIONS

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

VALIDITY

- OP55-1** This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

SUPPLEMENTAL AGREEMENTS

- OP56-1** The University and the Union may enter into agreements through special conferences and other means, which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the Union. They shall be approved or rejected within a reasonable period of time following the date on which tentative agreement is reached between authorized representatives of the University and the Union.

Pages 1 through 37 inclusive of this Agreement, and Appendices A through D (*NOT LABELED "FOR REFERENCE ONLY"), as well as letters of agreement and such other agreements reached by the parties pursuant to Article 56-1 shall constitute the entire Agreement between the parties.

RATIFICATION

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

TERMINATION AND MODIFICATION

- OP58-1** This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2009.

- OP58-2** If either party desires to reopen negotiations on economic matters (defined below) during the term of this Agreement, it shall give written notice of this intent to the other party not sooner than the ninetieth (90th) calendar day nor later than the sixtieth (60th) calendar day prior to the termination date. If such notice is given, the other party shall enter into negotiations on the economic matters. If neither party shall give notice, or if any party giving notice withdraws the same, the Agreement shall continue in effect, as written, to its date of termination. Economic matters are Leaves, Shift Differential, Rest Periods, Overtime, Holidays, Additional Holidays, Vacations, Retirement, Flexible Benefits Program, Fee Refunds, Wage Rate and matters not included in the Agreement, which are considered of an economic nature in the labor field.
- OP58-3** If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.
- OP58-4** If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment; in which event, the notice of amendment shall set forth the nature of the amendment or the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination but not before the effective date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination Modification

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

WAGE/RANGE ADJUSTMENTS

- OP59-1** Effective **with the fiscal year pay period that reflects the increase in benefit contributions** all eligible employees will receive an across the board wage increase as noted in the chart below.

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
3.0%	3.0%	3.0%

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

- OP59-3** The wage ranges will be adjusted each fiscal year as noted in the chart below.

	2006-07 Range			2007-08 Range			2008-09 Range		
	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
OP-3	\$9.07	\$11.58	\$14.08	\$9.07	\$11.79	\$14.50	\$9.07	\$12.01	\$14.94
OP-4	\$10.17	\$13.08	\$15.99	\$10.17	\$13.32	\$16.47	\$10.17	\$13.57	\$16.96
OP-5	\$11.54	\$14.92	\$18.30	\$11.54	\$15.20	\$18.85	\$11.54	\$15.48	\$19.42
OP-6	\$12.89	\$16.69	\$20.49	\$12.89	\$17.00	\$21.10	\$12.89	\$17.31	\$21.73

- OP59-4** An employee who is promoted or demoted within the office professional bargaining unit will receive a wage adjustment as determined by Human Resource/Staff in conjunction with the supervisor.
- OP59-5** An employee who is being considered for an in-grade adjustment or lump sum within the Office Professional bargaining unit will receive a wage adjustment as determined by Human Resources/Staff in conjunction with the supervisor and/or senior management. The supervisor and affected employee will be notified of any approved wage adjustment with a copy to the UAW president.

In-grade Adjustments

An employee may receive an in-grade salary adjustment to address market, to recognize an increase in skill, effort and responsibility, or based on other legitimate business reasons. An adjustment of up to eight percent (8%) may be approved by senior management. It is understood that Employment and Compensation/HRS working with senior management have the responsibility of assuring that the University adhere to equitable pay practices. It also is understood that Employment and Compensation/HRS has the authority to deny requests which create pay inequities. In-grade adjustments in excess of eight percent (8%) must be approved by the appropriate Vice President. These adjustments cannot result in a base salary over the maximum of the range.

Lump Sum Payments

Lump sum payments may be given to recognize an individual for temporary additional assignments, workload, special projects, or other legitimate business reasons except for higher classification pay. Senior management can authorize a lump sum payment representing up to eight percent (8%) of base salary. It is understood that Employment and Compensation/HRS working with senior management have the responsibility of assuring that the University adheres to equitable pay practices. It is also understood that Employment and Compensation/HRS has the authority to deny requests which create pay inequities. Lump sum adjustments in excess of eight percent (8%) of the base salary must be approved by the appropriate Vice President. Lump sum adjustments cannot result in an employee receiving compensation in excess of the maximum of the range.

- OP59-6** Employees will not receive wages greater than the maximum wage of the pay level of the position they hold.
- OP59-7** It is understood that Employment and Compensation/HRS has the responsibility of assuring that the University adheres to equitable pay practices and further has the authority to deny requests that create pay inequities.

OFFICE PROFESSIONAL CLASSIFICATION PROCESS

Requesting a Study

- OP60-1** In the event of the addition of new job duties not inherent or otherwise a part of a position's current realm of responsibility, a reclassification request may be submitted according to the administrative procedure described below.

Reclassification requests will be studied in the following priority order:

- 1) Vacant positions or newly created positions;
- 2) Positions affected by reorganizations;
- 3) Ad Hoc requests
 - a) Initiated by supervisor

b) Initiated by employee

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

The supervisor must respond to the PIQ by communicating a recommendation for approval to Employment and Compensation/HRS, or not approving the statement of duties.

Employment and Compensation/HRS will conduct a classification review of the position. Prior to writing a classification recommendation, Human Resources/Staff will contact the position's supervisor to discuss the findings of the study. If there are significant concerns based upon the discussion with the supervisor, Human Resources/Staff will conduct additional follow-up and study of the position.

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

Downgrades

OP60-2 In the event a position's classification level is lower after a study has been completed, the incumbent's wage rate must be within the pay range of the new classification level. No red circling or grandparenting will be permitted. Effective date of the downgrade will be seven (7) working days after the reviewing authority approves the results of the study.

“CMU (an AA/EO institution) encourages diversity, and resolves to provide equal opportunity regardless of race, sex, disability, sexual orientation, or other irrelevant criteria.”

Collective Bargaining Agreement by and between
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IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS 6TH DAY OF SEPTEMBER, 2006:

CENTRAL MICHIGAN UNIVERSITY

UAW LOCAL 6888

/s/ Michael Rao

Michael Rao
President

/s/ Karen Bellingar

Karen Bellingar
President

/s/ Kevin J. Smart

Kevin J. Smart
Director/Employee Relations

/s/ Deborah Clearwater

Deborah Clearwater
1st Vice President

/s/ Carol Haas

Carol Haas
Director/Financial Planning and Budgets

/s/ Gerald Kariem

Gerald Kariem
International Representative, UAW Region 1-D

/s/ Shellie Haut

Shellie Haut
Director/Human Capital and Organizational
Services, ProfEd

/s/ Donald Oetman

Donald Oetman
Director, UAW Region 1-D

/s/ Gerald N. Edgar

Gerald N. Edgar
Manager/Park Library

/s/ Shary Gaunt

Shary Gaunt
Senior Specialist Clerk/Educational Materials
Center

/s/ Katheryn L. Elliott

Katheryn L. Elliott
Assistant Director/ Employee Relations

/s/ Debbie Mathewson

Debbie Mathewson
Senior Specialist Clerk/ProfEd

/s/ Charmain Kohler

Charmain Kohler
Compensation and Benefits Analyst

/s/ Elizabeth Lewis

Elizabeth Lewis
Executive Secretary/Philosophy and Religion

/s/ Rebecca M. Wang

Rebecca M. Wang
Executive Secretary/Academic Administration

Appendix “A” – Family Medical Leave Act “FOR REFERENCE ONLY”



Family Medical
Leave Act

Standard Practice
Guide

[Policies](#)
[HRS Home](#)
[CMU Home](#)

TITLE: Family Medical Leave Act APPLIES TO: All Faculty and Staff ALTERNATE OR PREVIOUS TITLES: Key Words:
Originating Department: Authorized by:
EFFECTIVE DATE: August 5, 1993 Revision Dates: : February 5, 1994; April 6, 1995; July 23, 1997; January 1, 2001 Date of next review:
Number:

Forms:

- [P-70 Physician's Certification for Employee Form \(PDF\)](#)
- [P-70a Physician's Certification for Family Member Form \(PDF\)](#)
- [P-109 Supervisor's Checklist Form \(PDF\)](#)
- [P-108 Supervisor's Notification Form \(PDF\)](#)

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

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

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

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

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

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

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1) Inpatient care in a hospital, hospice or residential medical care facility; (includes periods of incapacity and subsequent treatments in connection with the inpatient care), or

2) Continuing treatment by a health care provider, including any one or more of the following:

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

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

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

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

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

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

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

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

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

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

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

MEDICAL CERTIFICATION may be required to verify the serious illness of the employee or the family member. The employee shall provide the medical certification in a timely manner (within fifteen (15) calendar days). The University requires the use of the standard medical certification forms ([P70](#) or [P70A](#)) because of limitations on what information can be obtained. A certification must include the date the condition began, the probable duration, medical facts, and a statement that the employee is needed to care for family member and an estimate of time required to provide the care; or that the employee is unable to perform the functions of his/her position. If intermittent leave or reduced work schedule is requested, the certification must speak to the date and duration of the need. Only in certain situations may additional information may be requested, contact Human Resources/Staff or Faculty Personnel Services for more information.

It is the employee's responsibility to obtain a complete certification from their health care provider and provide same to the University. If an employee never provides the requested information, the leave is not FML leave.

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

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

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

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

Office Professional, Professional & Administrative members and Senior Officers may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, Office Professional, Professional & Administrative employees and Senior Officers are required to use all paid vacation and personal leave (and all sick leave for the employee's own serious health condition) prior to approved Family and Medical Leave without pay.

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

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

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

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

SUPERVISOR'S RESPONSIBILITIES –

Supervisors will be responsible for:

- assuring that employees have completed and submitted the appropriate certification (form [P70](#) or [P70A](#)),
- assuring that employees are eligible for family medical leave, (form [P109](#))
- that paid time is used before unpaid leave time is granted (except for Office Professional, Professional & Administrative, Maintenance and Food Service employees and Senior Officers),
- determining if requests are for family medical leave reasons,
- proper notification to the employee (form [P108](#)), and
- recording hours and maintaining records of family medical leave time taken by each employee.

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Supervisors need to inform employees who request FML:

- that the time will be counted against their annual family medical leave entitlement,
- if there is any requirement that the employee furnish a medical certification and the consequences of failing to do so,
- clarify when employee is required to use paid time and when unpaid time is an option,
- what are their rights, requirements, arrangements and consequences of making payments for benefit continuation,
- potential liability for premium reimbursement if they do not return from leave,
- right to restoration, and
- that a medical certification of ability to return to work will be required in all cases of serious health condition of the employee.

This notice must be given orally within two (2) business days of the request and written notice must be given before the next payday. Use of form P108 is required.

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

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

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

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

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

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

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

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

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

Central Michigan University, Human Resources, 118 Rowe Hall, Mount Pleasant, MI 48859 - 989.774.3271

Appendix "B" – INSURANCE RATES AND CONTRIBUTIONS

BENEFITS COST-SHARING MODEL, Full Time

	2006-07		2007-08		2008-09	
	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**
Medical	100%	0%	98%	2%	95%	5%
	97%	3%	96%	4%	95%	5%
	95%	5%	95%	5%	95%	5%
Prescription	100%	0%	98%	2%	95%	5%
	97%	3%	96%	4%	95%	5%
	95%	5%	95%	5%	95%	5%
Dental	95%	5%	95%	5%	95%	5%
	95%	5%	95%	5%	95%	5%
	95%	5%	95%	5%	95%	5%

**Percentage (%) calculation is based on core plans each fiscal year.*

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

Percentages in this table, when applied to the premium costs for "core plans" [PPO 1, PD 10/20/30, D 100/50/50] established at the beginning of each fiscal year, will determine the dollar value of University contributions towards the cost of medical, prescription drug and dental insurance for each level of coverage in each plan for full time employees. Employees are responsible for paying the difference between such dollar amounts and the cost of plans with higher premiums than the "core plans."

The annual increase in the University's contribution in years beyond 2006-07 is capped at 15% (i.e., the University will apply its percentage share from the table above to not more than 115% of the prior year premium costs for the "core plan").

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

Note: For Health Care Contributions Purposes, "Part Time" = Employees on less than 80% FTE appointment.

Monthly Rates for 2006-07, based on Cost-Sharing Model (above)

**Effective with the first full pay period in FY 06-07 following ratification*

	MEDICAL	Prescription Drug	Dental
FT - Single	\$390.50	\$75.25	\$29.21
FT - 2 Person	\$794.67	\$142.59	\$61.28
FT - Family	\$907.49	\$206.63	\$72.68
FT - No Plan	(\$80.00)	(\$10.00)	NA
PT - Single	\$390.50	\$75.25	NA
PT - 2 Person	\$390.50	\$75.25	NA
PT - Family	\$390.50	\$75.25	NA
PT - No Plan	(\$40.00)	NA	\$0.00

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

Appendix “C” – AVAILABLE OPTIONS UNDER CMU CHOICES

FOR REFERENCE ONLY

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

* “No Coverage option” available only if covered elsewhere

Appendix “D”- Wellness and Safety Program

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

Wellness and Safety Program

Fitness Facilities

To promote a healthy workplace, CMU has several facilities and programs available to staff. The central health improvement program (CHIP) was established to help control escalating workers' compensation costs. Since that time, the facility has developed into the campus employee wellness center,. Certified and experienced staff provide in house rehabilitation and fitness services for CU employees and retirees. Employees may elect to purchase fitness memberships to use the facility. For more information, refer to <http://www.hrs.cmich.edu/wellness/fitness.htm>. Staff may also purchase memberships at reduced rates to use the student activity center (SAC). For information on the SAC facility, services and membership, refer to <http://www.sac.cmich.edu/urec/index.htm> .

For the Health of It

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

Employee Assistance Program (EAP)

The CMU Employee Assistance Program (EAP) has been implemented for all CMU employees, their spouses and dependents. The EAP provides confidential assistance for a wide scope of personal issues/problems (psychological, marital, family, stress, financial, substance abuse, etc.) at no charge to the participants. For more information or to access services, contact the EAP provider at (800) 717-2707 or refer to <http://www.hrs.cmich.edu/wellness/eap.htm>

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