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IDnum 202 **Language** English **Country** United States **State** MI

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1568

Occupations Represented
Chefs, cooks, and food preparation workers
Busdrivers
Electricians
Machine setters, operators, and tenders—metal and plastic
Industrial machinery installation, repair, and maintenance workers

Bargaining Agency Central Michigan University

Agency industrial classification (NAICS):
61 (Educational Services)

BeginYear 1998 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

between

CENTRAL MICHIGAN UNIVERSITY

and

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

NOVEMBER 5, 1998 TO JUNE 30, 2002

PREAMBLE

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

The University and Union recognize the moral principles involved in the area of civil rights and reaffirm in the following negotiated Agreement their commitment not to discriminate in the application of the terms of this collective bargaining agreement because of race, color, religion, sex, national origin, age, height, weight and handicap, or for participation in or affiliation with any labor organization.

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AGREEMENT

1-1 This Agreement entered into this 5th day of November, 1998, is between the Board of Trustees of Central Michigan University, "University" and Local Union 1568, Council #25 of the American Federation of State, County, and Municipal Employees (AFL-CIO), "Union".

PURPOSE AND INTENT

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

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

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

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

DEFINITIONS

Employees at the University are as follows:

3-1 Regular, Full-Time Employee

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

3-2 Regular, Part-Time Employee

A regular, part-time employee is one who works nine (9) or ten (10) months per year. No more than thirty (30) positions within the bargaining unit will be designated as nine (9) or ten (10) month positions.

Starting and ending dates of assignment, will be determined by the University.

3-3 Relief Employee

Relief employees are employees used for the purpose of relieving bargaining unit members who are absent due to approved absences, (i.e. vacation time, personal time, or sick time of short duration) or short-term abnormal workloads. The University will use not more than ten (10) relief employees at one time in facilities management.

3-4 Volunteers

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

3-5 Student Employee

It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for Central Michigan University students, who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. However, it is understood and agreed that student help will not be used to deprive regular employees on the University's payroll of their regularly scheduled work. Student employees normally working thirty (30) hours or more per week shall be considered temporary employees. When students are employed, they will be assigned to work with regular bargaining unit employees to assist with unskilled, menial, and helping tasks. Students will not be used to intentionally conflict with the assigned duties of the regular employees when bargaining unit employees are available to perform work of a higher level.

3-6 Temporary Employee

An employee who works at a designated temporary job to meet the requirements of the University that may be caused by, but not limited to, leave of absence, resignation, dismissal, temporary, abnormal or seasonal increased workloads, or any other conditions that may create short-term staffing problems. After five (5) months of employment, except in temporary assignments resulting from a Family Medical Leave or a Sick or Personal Leave of Absence, the job will be posted as a regular job. When a designated job may last longer than five (5) months, University and the Union may, by mutual agreement, extend the time the job may exist before it must be posted as a regular job.

3-7 Notice of hiring of all new employees doing bargaining unit work shall be given to the Union. The notice will be given to the Union promptly upon the hiring, change of designation of employee's position, and reassignment of work location and shall contain the following information:

- a. Regular, Full-Time and Part-Time Employees - The date of hire, name, and position that the new employee is filling.
- b. Temporary Employees - The date of hire, name, and position to be filled (e.g. filling in for a leave of absence or a designated temporary job, which is to be accomplished).

- 3-8** Seniority shall be unit-wide and is defined as uninterrupted employment with the University beginning with the latest date of hiring in the bargaining unit with the University and shall include authorized leaves of absence, approved vacations, sick or accident leave, or transfers within the bargaining unit.

RECOGNITION

- 4-1** The University acknowledges the expressed desire of its employees to be represented by the Union as indicated in the consent election held on May 12, 1966, and does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees of the University in the State of Michigan included in the bargaining unit described as follows:
- 4-2** Non-teaching employees at Central Michigan University excluding supervisory, executive, administrative, professional, technical, stenographic, clerical, public safety, and student employees.

RIGHTS OF THE UNIVERSITY

- 5-1** The University has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. The University, by this Agreement, reserves and retains solely and exclusively all rights to manage, direct, and supervise the University's work force and affairs, and retains solely its management rights and functions except as they are clearly and expressly limited or abridged by this Agreement.
- 5-2** Such rights are merely by way of illustration, but not limitations with the understanding that they are administered with compliance to the contract provisions: determination and supervision of policies and all operations, methods, processes, duties and responsibilities of employees, size and type of its work force, standards of performing work, assignments, and work to be done; hiring; scheduling; promotions or demotions, transfers, releases, suspensions, discipline, discharge or lay off employees; the control of University property.

AID TO OTHER UNIONS

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

UNION SECURITY

- 7-1** Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

- 7-2 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- 7-3 Employees covered by this Agreement who were employed by the University on or before November 16, 1966, and who have continued employment since that date and were not members of the Union at the time it became effective shall have free choice as to membership in the Union without adversely affecting their continued employment within the unit.
- 7-4 It is recognized by the University and the Union that the Union, by virtue of its position, has been designated as the exclusive bargaining agent for all the employees in the bargaining unit, regardless of their membership in the Union. It is, therefore, agreed that an employee in the bargaining unit (such as those hired, rehired, reinstated, or transferred into the bargaining unit), as a condition of continued employment, shall become a member of the Union or shall tender to the Union a service fee equal to the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union. Such payment must be forthcoming within thirty (30) days from the date that an employee has assumed a regular or probationary position within the bargaining unit.
- 7-5 Any employee who is a member of, and adheres to, the established and traditional tenets or teaching of a bona fide religious body as defined in Section 19 of the Taft-Hartley law, may direct that contributions paid by him/her under this section can be directed to one of the organizations so stipulated by the Personnel Office.
- 7-6 Employees shall be deemed to be in compliance with paragraph 7-4 of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- 7-7 The University shall be notified in writing by the Union of any bargaining unit member who is sixty (60) days in arrears in payment of membership dues or service fees.

CHECK-OFF UNION DUES, INITIATION FEES

8-1 Payment by Check-off

During the life of this Agreement, the University agrees, in accordance with and to the extent of any applicable state or federal laws, to deduct the initiation fees (if uniformly required as a condition of acquiring membership in the Union) and monthly membership dues (in an amount established by Local 1568) proportionately each pay period from the wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the State Council #25, 1034 North Washington, Lansing, Michigan 48906, on or before the first (1st) day after each pay date. Such written authorization shall be 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) days prior to the 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 for the Union initiation fees and Union dues

from an employee's pay, or the termination of employment under Article 7. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to State Council #25 at the address set forth above. The aforementioned authorization shall be on the following form:

8-2

CENTRAL MICHIGAN UNIVERSITY Payroll Deduction Authorization	
I, _____, hereby authorize the University to deduct from my earnings each biweekly payroll period the indicated amount and to remit this deduction to the needed agency.	
Purpose of Deduction: _____	Effective Date: _____
Amount of Deduction: _____	
Deduction to be Remitted to: _____	Date: _____
Signature _____	SS# _____
Address: _____	

8-3 Deductions

Deductions shall be made only in accordance with the provisions of the authorization for check-off of dues, together with the provisions of this Agreement. The University shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

8-4 Delivery of Executed Authorization of Check-off Form

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

8-5 When Deductions Begin

Check-off deductions under all properly executed authorization for check-off of dues forms shall become effective at the time the application is tendered to the University and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter, provided the employee has sufficient net earnings unencumbered by garnishment or lien to cover such payment.

8-6 Refunds

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

8-7 Termination of Check-off

An employee shall cease to be subject to check-off deductions beginning with the month in which the employee is no longer a member of the bargaining unit. The local Union will be notified by the University of the names of such employees following the month in which the termination took place.

8-8 Disputes Concerning Check-off

Any dispute between the Union and the University, which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off of dues form, shall be reviewed with the employee by a representative of the local Union and the designated representative of the University. Should this review not dispose of the matter, the dispute may be referred to the appeal board whose decision shall be final and binding on the employee, the Union, and the University. Until the matter is disposed of, no further deductions shall be made.

8-9 Limit of University's Liability

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

8-10 List of Members Paying Dues Directly

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

8-11 Disputes Concerning Membership

Any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the University and a representative of the local Union and, if not resolved, may be decided at the appeal board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

REPRESENTATION DISTRICTS

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

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

9-3 Current representation districts are:

I. FACILITIES MANAGEMENT

- a. Facilities Management I (including: Electricians, Painters, Carpenters, Plumbers, Air Conditioning and Refrigeration, Automotive Mechanics, Locksmiths, Metal Workers, Welders, Powerhouse, Masons, Maintenance Mechanics, BMW and Environmental Controls)
- b. Facilities Management II (including: Bus Drivers, Caretakers, General Maintenance Workers, Mailroom Assistants, Motor Vehicle Operators, Tool Crib Operators, Motor Pool Attendants, and Warehouse Workers)

II. CUSTODIAL

All custodians in all buildings.

III. DINING SERVICES

All Dining Services classifications

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

CHIEF STEWARDS

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

10-2 The chief stewards may, in accordance with the terms of this section, investigate grievances within their district, provided they have obtained permission from their supervisor to do so. The supervisor will grant permission to punch out on the time clock to leave their work for these purposes, subject to exceptions for operational difficulties and emergencies. The chief steward may present these grievances to the University during working hours without loss of time or pay.

10-3 When a chief steward's Union duties require a visit to a work area of the University, the steward will first contact the supervisor of that area.

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

SAFETY MATTERS

11-1 Joint Health and Safety Committees

Joint Health and Safety Committees as indicated below have been established in Residence Dining Commons and the Facilities Management Department

- a. Dining Services Safety Committee: A representative from each residence dining commons will be appointed by the Union to serve on this committee. A University representative from dining services will also serve on the committee and represent the Dining Services Safety Committee on the Business Division Safety Committee.
- b. Facilities Management Safety Committee: A representative from each chief steward's district will be appointed by the Union to serve on this committee. A University representative from facilities management will also serve on the committee and represent the Facilities Management Safety Committee on the Business Division Safety Committee.

The committees shall meet at least once every month (additionally by mutual agreement) during regular working hours, for a period not to exceed two (2) hours, and the Union's representatives shall not lose time or pay while attending these meetings. Topics for discussion at these meetings will include health and safety matters only. Reasonable notice will be given of the time and place of the meetings. In case of 2nd and 3rd shift representatives, release time equal to the time spent attending these meetings will be awarded, but not subject to overtime provisions.

11-2 Employee Safety Reports

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

11-3 Safety Representative

The University's designated safety representative shall make inquiry into safety problems as described on the written forms and shall respond to the person signing the form and report the results of the inquiry to the University-wide Safety Committee at its next meeting. If the safety concern has not been resolved through this process, it would be a proper subject for a special conference.

SPECIAL CONFERENCES

- 12-1 Special conferences for important matters will be arranged as soon as possible between the local President of the Union and the University or its designated representative upon written

request of either party. Such meetings shall be between representatives of the University and a maximum of three (3) representatives of the Union and more may attend by mutual agreement of the parties. Arrangements for such special conferences will be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Agreements may be reduced to writing at the request of either party and shall serve as precedent for future similar issues.

EMPLOYEE GRIEVANCE PROCEDURE

- 13-1** Any employee grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented and processed as set forth below. Further, groups of employees may sign the same grievance to the extent that all of their grievances involve an identical question. When separate grievances are filed on a similar issue, they will be combined into a group grievance and processed as such. When a group grievance is brought, only one (1) employee from that group shall attend the meetings set forth in the grievance procedure as the aggrieved employee. The aggrieved employee may be present through Step Two (2) of the grievance procedure, may be present at Step Three (3) at the request of either party, or may be present at the pre-arbitration conference by mutual consent of the University and the Union.
- 13-2** 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 13-1 above, arising under and during the term of this agreement with the University and the Union. Such a Union grievance shall be filed by the Union President or designated representative beginning at Step Three (3) of the grievance procedure provided the grievance is submitted to the Personnel Office at the latter of either of the following two (2) time periods:
- a. Ten (10) days following the occurrence of the event giving rise to the grievance, or
 - b. Ten (10) days following the date on which the Union reasonably should have known of the facts giving rise to the grievance.

The Union President or President's representative shall file a grievance on behalf of the Union and may attend at Step Three (3) of the grievance procedure.

PRESENTING A GRIEVANCE

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

An employee who has a grievance concerning the employee's employment may discuss the grievance with the employee's immediate supervisor, or the employee may refer the grievance to the steward of the employee's district who may then accompany and represent the employee in a discussion of the matter with the employee's immediate supervisor. The employee or the employee's district chief steward (facilities management, custodial, custodial second shift, custodial third shift, dining services) should expeditiously, and in no event later

than the latest of the following two (2) time periods, orally inform the employee's immediate supervisor of the grievance in order to be a proper subject for the grievance procedure:

- a. Two (2) days after the occurrence of the event giving rise to the grievance.
- b. Two (2) days after the date the employee reasonably should have known of the facts giving rise to the grievance.

The employees supervisor shall expeditiously, but not later than twenty-four (24) hours after the supervisor is so informed, set a time and place for discussing the grievance. The supervisor shall issue a response to the grievance within two (2) working days of the meeting.

Step Two (2) Administrative Level (Written)

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

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

A meeting will be arranged within two (2) working days from the date the grievance is received by the administrative head between the Union President, the district chief steward, the aggrieved employee, the administrative head and designated representative(s) within the department.

13-5 The administrative head or designated representative will provide a written answer to the district chief steward within two (2) working days from the date of the meeting in which the grievance was discussed, unless the time limit is extended by mutual agreement.

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

Step Three (3) University Level (Written)

13-7 If the administrative head's or designated representative's answer is not satisfactory to the grievant, or if no answer is received, the district chief steward may present the grievance at

step (3) three to the Union President. The Union President shall submit the grievance on the mutually agreeable form to the Human Resources/Staff Office not later than four (4) working days from the date of the second step grievance meeting. The Union President shall sign the grievance in order for it to be a proper matter for the grievance procedure. A meeting between the aggrieved employee, district chief steward, Union President, Council 25 Representative and Employee Relations Representative, will be arranged to discuss the grievance within ten (10) working days from the date of the second (2nd) step meeting. Time limits may be extended by mutual agreement.

- 13-8** The Union representatives may meet at a place designated by the University on the University's property for a one half hour period immediately preceding the meeting with the representatives of the University.
- 13-9** The University will answer the grievance in writing within six (6) working days from the date of the meeting at which the grievance was discussed in accordance with paragraph 13-7 above.

The Union agrees that when the University deems it necessary to involve a higher level official of the University, and if requested, four (4) additional days for time of answer will be granted.

- 13-10** Any grievance not referred by the Union to arbitration within fifty (50) calendar days from the date of the third (3rd) step meeting shall be considered settled on the basis of the last answer and not subject to further review.
- 13-11** The Local President or designated representative shall be allowed time off the job without loss of time or pay to present a grievance the President is to discuss or has discussed with the University at the third (3rd) step or above upon having received permission from the President or designated representative to leave work for these purposes, subject to necessary emergency exceptions. The privilege of the Local President or designated representative leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Local President or designated representative will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.
- 13-12** After the referral to the third (3rd) step and upon request to the Director/Human Resources/Staff, representatives of Council 25 who will represent an employee in the grievance or arbitration procedures may visit the University for the purpose of preparing the case for presentation. During such a visit, after arranging a time for the visit with the Human Resources/Staff Office, representatives may view any area relevant to the grievance, with the Union President or designated representative. In addition, the representatives and the Union President or designated representative, after arranging a time with supervisor(s), will not be prohibited by the University from privately interviewing any bargaining unit persons or other persons in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the employer and not be abused. Employees may be called from such interview in emergencies to cover production difficulties.
- 13-13** For purposes of the grievance and arbitration procedures, any reference to days shall mean work days defined as Monday through Friday exclusive of Saturdays, Sundays, and holidays.

ARBITRATION

14-1 Submission to Arbitration

If the Union is not satisfied with the answer at Step Three (3) of the grievance procedure, the Union may submit the matter to arbitration by notifying the Human Resources/Staff Office in writing that the Union is requesting arbitration. Such notice must be received in the Human Resources/Staff Office within fifty (50) days of the Third Step meeting in order to be properly referred for arbitration.

14-2 Following the date the Human Resources/Staff Office receives notice that the Union is referring the matter to arbitration, the Union and the University will, within fifteen (15) working days, confer to agree upon an arbitrator or submit the matter to the American Arbitration Association (AAA). The parties agree to first attempt to select from a pre-approved arbitrator list found in Appendix A. If the parties are unable to mutually agree upon an arbitrator the Union will file to the nearest Regional office of the AAA. Thereafter, the matter will be administered by the Association in accordance with their rules and regulations. The Union and the University will share equally all fees assessed by the Association for administration.

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

14-4 The fees and approved expenses of an arbitrator shall be paid by the parties equally. The party requesting a cancellation or postponement shall be responsible for all fees and approved expenses of an arbitrator associated with the cancellation or postponement.

14-5 Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violation of the clauses of this Agreement or written supplemental agreement 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, provided the University or the Union discretion is exercised in a reasonable manner; nor shall the arbitrator exercise any responsibility or function of the University or the Union.

14-6 Attendance by Aggrieved Employee and Other Employees

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

14-7 Finality of Decisions

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

WITHDRAWAL OF CASES

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

COMPUTATION OF BACK WAGES

- 16-1** 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.
- 16-2** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation including shift differential, if applicable, for all regular lost time and full restoration of all rights and conditions of employment, less any interim earnings, except previously established supplemental employment.

DISCHARGE OR DISCIPLINE

17-1 Notice of Discharge or Discipline

The University agrees promptly upon the discharge of any employee, where no disciplinary hearing is to take place, to notify the employee in writing of any discharge or discipline together with an additional copy to the chief steward and Union President. Prior to any disciplinary hearing or meeting with the employer that may cause disciplinary action to be taken, the effected employee will be provided with Union representation.

17-2 Conditions for Removal of Employee From University Premises

A discharged or disciplined employee who is not a probationary employee, upon his request, will be allowed to discuss his discharge or discipline with the chief steward of the district in cases where the discharge or discipline would require the employee to leave the University premises. The University will make available an area where the employee may discuss the matter with the chief steward before he is required to leave the property of the University. Upon the request of the disciplined employee or the chief steward, the administrative head of the unit or that person's designated representative will arrange for a meeting to be held with the discharged or disciplined employee and his chief steward. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving drunkenness, violence, stealing or willful destruction of property. The chief steward will be notified of action taken in these cases.

17-3 Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the Local President, or in his absence, the chief steward, consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Local President to the Director/Personnel or his/her designee within five (5) regularly scheduled working days of the discharge or discipline. The Director/Personnel or his designee will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at the Third Step.

17-4 Use of Past Record

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

SENIORITY MATTERS

18-1 Super Seniority

Super seniority, for the purposes of layoff and recall priority only, will be granted to the Local Union President and chief stewards in the order listed above.

18-2 Seniority of Officers

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

18-3 Seniority Lists

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

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

18-5 Within thirty (30) days after the ratification of this Agreement, and semi-annually in January and July thereafter during the term of this Agreement, the University shall forward to the Union twelve (12) copies of the seniority lists of all union members covered by this Agreement. Twelve (12) copies shall list the employees by seniority date order. In addition, the University will provide the Union with two (2) additional lists, which list the employees in alphabetical order.

18-6 Work Location List

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

18-7 Order of Seniority

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

VACANCIES

19-1 Vacancies filled from within the bargaining unit shall be posted and filled according to the following procedure:

19-2 If the University elects to fill a vacancy, such job vacancies within the bargaining unit shall be posted by the University for five (5) working days in Rowe Hall, on the telephone Job Hotline and on the Human Resources/Staff (HR/S) website and published in the Centraline weekly publication, and filled within thirty (30) calendar days thereafter, provided applicants possessing, the necessary training, basic qualifications and physical qualifications for the job under consideration are available. A copy of postings will be sent to the President of the Union. Information on job postings on the Job Hotline and the Centraline will include: job title, level, building, shift and schedule hours. Information on job postings on the HR/S-website and in Rowe Hall will include all of the above and the position description and minimum qualifications. Qualified employees shall indicate their desire for consideration on the appropriate bid form. The bid form, which is available in Human Resources/Staff, must be completed, signed by the employee, and submitted to Human Resources/Staff during the posting period. The bid will be date stamped and a copy provided to the employee. The employee is responsible for periodic review and update of his/her application material. Information which is not included in the application material will not be reviewed/considered when determining qualifications of the employee.

Vacancies Shall Be Filled As Follows:

19-3 Positions shall be awarded to employees in the bargaining unit who possess the seniority, necessary training, basic qualifications and physical qualifications for the job under consideration when the vacant classification is assigned to pay level one (1) through three (3), inclusive. When the classification is assigned to pay level four (4) or above, qualifications of the bidding bargaining unit members shall be the determining factor, assuming there are bidding bargaining unit members who meet or exceed minimum qualifications, except bargaining unit members with relatively equal qualifications, unit-wide seniority shall control.

19-4 The University will not consider a request for the vacancy from an employee who has not submitted a written request for the vacancy to the University on or before the end of fifth (5th) working day from the time the job is posted.

- 19-5** If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the President of the Union.
- 19-6** The employee will indicate acceptance or rejection of the position on the form provided by the employee's supervisor.
- 19-7** The employee will be expected to begin the duties of the new job at the time designated by the supervisor once the employee has signed the form accepting the position.
- 19-8** An employee who accepts a new position shall be granted a ten (10) working day trial period for vacancies in the same classification, or fifteen (15) working days for vacancies for a different classification to determine:
- a. Ability to perform the work.
 - b. Desire to remain in the position.
- 19-9** During the ten (10) or fifteen (15) working day trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the University with a copy to the chief steward of the district. The matter may then become a proper subject for the grievance procedure. If the employee is considered satisfactory in the new position, the University is not required to honor an employee's request for a transfer for one (1) year from the date the employee started in the job position, unless to a different classification, higher pay grade or to another shift as per section 19-14.
- 19-10** The trial period will be ten (10) or fifteen (15) working days provided, however, if an employee is absent, for any reason, for five (5) or more scheduled work days during the trial period the University may, at its discretion, extend the trial period equal to the number of days missed.
- 19-11** The University will not be required to honor a bid during the probationary period.
- 19-12** During the trial period, employees will receive the rate of the job they are performing.
- 19-13** During the trial period, if the first qualified applicant, after accepting the position, elects to revert or the University returns them to their original position, the University does not need to re-post the position vacancy. Instead the University may use the original job posting list to seek additional qualified applicants. If other applicant(s), after accepting the assignment, elect to revert or are returned by the University to their original position, the University shall continue to use the initial job posting list, provided, however each job posting list shall expire sixty (60) calendar days after the initial posting period expired or there are no qualified applicants.
- 19-14** Shift changes shall be awarded in the manner as a job vacancy; however, the University will not be required to honor more than one (1) shift change per four (4) month period for an employee.

19-15 The University will provide for each vacancy filled, to the Union President, the following:

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

19-16 An employee alleging a violation of this article may submit an employee grievance beginning at the third step of the grievance procedure within ten (10) days after the occurrence of the event giving rise to the grievance or the date the employee should have reasonably known the facts giving rise to the grievance.

WORK IN HIGHER CLASSIFICATION

20-1 If an employee is temporarily (that is, on a day-to-day basis) assigned to a job with a higher rate of pay for one (1) hour or more and the employee is capable of doing the job, the employee shall receive the rate of the higher job classification. The employee will receive the increase in pay for all hours worked in the assignment. Float employees will receive the higher rate of pay, provided they work in the higher rated position for four (4) hours or more at which time the employee would be paid for all hours worked at the higher rate.

20-2 In the absence of, or to assist regular supervisory staff, the University may temporarily assign an available regular bargaining unit employee in the required classification and shift as a crew leader to direct other employees in the performance of their duties. When such assignments are made, the University shall designate the duties to be performed by the crew leader which may include (but not necessarily limited to) the following:

- a. Making or assisting in the set up of work necessary in the group the employee leads.
- b. Providing instruction and training to the employees in the group the employee leads.
- c. Assisting and directing occupational difficulties encountered by employees in the group the employee leads.
- d. Distributing jobs or making work assignments under a designated University supervisor.
- e. Informing the designated University supervisor of the status of work available in the group and equipment and materials necessary to perform the operations of the group.
- f. Performing bargaining unit work. A leader shall not assume the responsibilities for: hiring, discharging or disciplining other employees. Crew leaders designated by the University shall be paid fifty (.50) cents per hour more than their regular base rate (including shift differential when applicable) for the period of assignment.
- g. Crew leaders will not authorize time cards, vacation or personal leaves.

SENIORITY WHEN PROMOTED OR TRANSFERRED

- 21-1** If an employee with seniority is transferred to a position as an employee of the University not included in the bargaining unit and is thereafter transferred again to his former position within the unit, he shall have accumulated unit-wide seniority in his former position while working in the position to which he was transferred if the transfer to the former position takes place within four (4) months of the transfer out of the bargaining unit. Such employees transferred back into the bargaining unit after four (4) months take the date of the transfer as their unit-wide seniority date.
- 21-2** Employees transferring under the circumstances described in the above paragraph shall retain all rights accrued for the purpose of any fringe benefits affected by length of service provided for in this Agreement.
- 21-3** If, and when, operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.
- 21-4** The University agrees that in any permanent movement of work not covered in the first and third paragraphs of this section will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

LAYOFF PROCEDURE

- 22-1** Except as otherwise provided in this Agreement, when there is a decrease in the work force resulting in layoff in the bargaining unit, the following procedure shall be followed. Temporary employees shall be laid off in the classification initially affected before probationary employees. Probationary employees within the classification initially affected shall be laid off before seniority employees.
- 22-2** Seniority employees will be laid off according to their seniority within their classification, providing the greater seniority employees are able to perform the available work.
- 22-3** A removed employee shall be transferred, conditioned upon possessing the necessary training, basic qualifications, and physical qualifications for the job to be performed, in the following order of priority:
- 22-4** To a vacancy, if any, in the same classification.
- 22-5** To replace an employee with the least seniority in the employee's classification.
- 22-6** To a vacancy, if any, in another classification in the same pay level.
- 22-7** To replace an employee with the least seniority in the same pay level.
- 22-8** To a vacancy, if any, in a classification assigned to the next lower pay level.

- 22-9** To replace an employee with the least seniority in a classification assigned to the next lower pay level.
- 22-10** To replace an employee with the least seniority in any lower pay level.
- 22-11** The above procedure set forth in paragraphs 22-3 through 22-10 shall be applied for an employee who is replaced as a result of the application of the above procedures until the employee is transferred or laid off.
- 22-12** In the event that a temporary employee is employed in a bargaining unit classification, an employee including a probationary employee, unless the probationary employee is terminated, who is to be removed due to a work force decrease, shall have the option of replacing the temporary employee conditioned upon ability to perform the work available. An employee exercising this option remains a regular or probationary employee (until probation on the original hire job is completed), and receives the regular or probationary job rate respectively for the classification of the temporary job.
- 22-13** Employees to be laid off for an indefinite period of time, will have at least seven (7) calendar days notice of layoff. The Local Union President will receive a list from the University of the employees laid off on the same date the notices are issued to the employees.

RECALL PROCEDURE

- 23-1** An employee with seniority who has been laid off pursuant to the provisions of paragraphs 22-1 through 22-13, shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in paragraphs 22-3 through 22-10. However, the University will not be required to promote an employee to a higher-rated position at the time of recall unless the employee has previously performed the higher-rated job and possesses at the time of recall the necessary training, basic qualifications, and physical qualifications for performance of the higher-rated job.
- 23-2** An employee who is recalled from a seniority list in the bargaining unit from which the employee was laid off shall maintain unit-wide seniority, including that which otherwise would have been acquired during the period of layoff, unless the employee is laid off during the term of this Agreement for a continuous period equal to the seniority the employee had acquired at the time of such layoff or two (2) years, whichever is greater.
- 23-3** Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, the employee shall be considered a quit. Extensions may be granted by the University in proper cases.
- 23-4** Employees recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before the return to work.

TEMPORARY LAYOFFS

- 24-1** During semester breaks and conditions beyond the University's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than seven (7) working days, the Union can request the management adjust the working force according to the appropriate layoff provision of the Agreement and the University will do so within two (2) working days thereafter. During such adjustment, the University will endeavor to give consideration in retaining the senior employees whenever time and circumstances permit.

LOSS OF SENIORITY

- 25-1** An employee shall lose his seniority for the following reasons:
- 25-2** The employee resigns.
- 25-3** He is discharged and the discharge is not reversed through the grievance procedure.
- 25-4** He retires or receives a pension under the pension or retirement plan of this Agreement. If he receives a pension for total disability, recovers, has his pension discontinued and is re-employed, his seniority, including that which he otherwise would have acquired during the period of disability, shall be restored provided, however, if the period of his disability retirement was for a period longer than the seniority he had on the date his pension for permanent total or partial disability began, he shall, upon the discontinuance of his permanent total or partial disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.
- 25-5** He is absent from his job for three (3) consecutive working days without notifying the University. In proper cases, exception may be made by the University. After such absence, the University shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure, but the University will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.
- 25-6** If he does not return to work when recalled from layoff. In proper cases, exceptions may be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- 25-7** Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as 26-6 above.
- 25-8** If he is laid off during the term of this Agreement for a continuous period equal to his/her seniority or two (2) years, whichever is greater.

PROBATIONARY EMPLOYEES

- 26-1** New employees hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) calendar days of their continuous employment. When an employee successfully completes the probationary period, employee shall be entered on the seniority list and shall be credited with the full seniority for continuous service from the date of original hire into the bargaining unit which will include employment on probationary status. There shall be no seniority among probationary employees.
- 26-2** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees, for reasons other than Union activity.
- 26-3** Temporary employees who become regular, and the temporary employment period is contiguous with the regular employment, will serve the probationary period.
- 26-4** Supervisors of new employees hired into the bargaining unit should complete a performance evaluation and discuss it with the before the end of the probationary period.

BARGAINING UNIT PROTECTIONS

- 27-1** The Union understands that it is the intent of the University to use student help and temporary employees to supplement the regular work force and not to displace it. Therefore, no employee in the bargaining unit will be displaced as a result of these employees performing work.
- 27-2** When student help and temporary employees have not been scheduled for work, they shall not be called in to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis, provided the bargaining unit employee is available, qualified and able to perform the work.
- 27-3** Supervisory and non-bargaining unit employees will not perform bargaining unit work except: (1) in emergencies, (2) in the instruction or training of employees, (3) testing materials and testing methods of operation, (4) during any charitable event such as Michigan Special Olympics, and (5) in the performance of necessary work when operational difficulties are encountered and qualified employees are not available. In no event will supervisory personnel be utilized for the purpose of preventing payment of overtime.

SUBCONTRACTING

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

- 28-1** In the event the University decides to have work regularly, customarily, and exclusively performed by bargaining unit employees performed by non-bargaining unit employees, the Union will be notified. Negotiations over the impact on bargaining unit employees shall commence as soon as possible after notification. Notification and bargaining shall be completed prior to the commencement of such subcontracting.

LEAVES OF ABSENCE WITH PAY

Personal Leave Days

- 29-1** Three (3) personal leave days with pay are granted to each employee in the bargaining unit. Employees may take personal leave for any purpose. Examples for uses of personal leave, which are by way of illustration and not limitation, are attending to personal matters, attending religious services, celebration of employee's birthday, voting, etc. Personal leave days herein granted are earned on the basis of one (1) personal leave day for each four (4) months of employment during the University's calendar year. Personal leave days may be taken before they are earned; however, unearned leave time shall be deducted from an employee's last paycheck when an employee terminates employment or takes a leave of absence without pay.
- 29-2** Personal leave benefits for regular part-time employees in the bargaining unit will be prorated on the basis of the proportion of the position held by the employee to regular full-time employment.
- 29-3** Employees shall arrange for taking personal leave with their supervisors in advance of the time desired by the employee. Supervisors shall be reasonable when considering an employee's application for taking certain dates and times as personal leave; however, supervisors may deny an employee's request if work loads do not permit the taking of personal leave at the particular time desired by the employee, except permission must be granted for any funeral and sickness of any family member or relative. Personal leave days do not carry over from year to year, and if not used on or before December 31, they are lost. Personal leave may be taken in units of an hour and any time taken in a unit less than an hour will be charged as an hour.

Funeral Leave

- 29-4** A bargaining unit member will be given approved leave, with pay, not to exceed three (3) days per occasion as required by the circumstances, for the death of a person in the immediate family of the employee as defined in paragraph 29-6.
- 29-5** A reasonable number of employees may attend the funeral of an employee or former employee provided, they use paid time off. All persons attending such funeral shall return to work at the end of the funeral.
- 29-6** Immediate family includes the employee's spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, employee's grandparents, grandchildren, employee's spouse's grandparents and any person for whose financial or physical care the employee has been principally responsible.
- 29-7** If an aunt or uncle of the employee dies, the employee will be given an approved absence, as required by the circumstances, not to exceed one (1) working day per occasion.

Court Required Service

- 29-8** A regular employee who has completed the probationary period, who is summoned and reports for jury duty as prescribed by applicable law, or who is served with a subpoena to appear in court and is not a party to the action, will be paid the difference between the employee's pay for jury duty or witness fee* and the employee's base pay for time missed from the employee's regular work. In order to receive the payment referred to, the employee will: (1) give the employee's immediate supervisor prior notice as soon as is reasonably possible that the employee has been summoned for jury duty or has been subpoenaed as a witness in the case and is not a party to the case; (2) give satisfactory evidence that the employee performed such jury or witness duty on the days which the employee claims payment; (3) produce satisfactory evidence of the amount the employee was paid in jury duty fees or witness fees; and (4) each day return to work when released from jury duty or witness duty (either temporarily or permanently) unless the employee is not released in time to reasonably permit the employee to return one (1) or more hours before the end of the shift.
- 29-9** An employee who does not lose time from the employee's assigned schedule of work, but who nevertheless has performed jury duty service or who has appeared in court pursuant to a subpoena* within the eight (8) hour period immediately before the beginning of the employee's shift, at the employee's request, may have an amount of time off work equal to the time the employee was required to spend in court during that eight (8) hour period immediately before the beginning of the employee's shift, equal to the time the employee was required to spend in court during that eight (8) hour period. In such cases, the employee will be paid for this time off with jury and witness fees offset against such pay, at the employee's base rate. An employee who is required to report for jury service or appear in court pursuant to a subpoena, and who is not a party to the action, following completion of a shift which ends after 11:30 p.m., will be excused from work and paid for such lost time at the employee's base hourly rate. Jury duty and witness fees shall be offset against such pay, in the same manner as if the employee had lost time from work while performing a jury duty or witness service.

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

Military Leave (Short Tours)

- 29-10** All bargaining unit employees who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if the military pay is less. The computation of this difference will be: gross University pay for the authorized period of time less all military pay and allowances for that period.
- 29-11** Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.

Sick Leave

- 29-12** All employees are entitled to sick leave benefits on the basis of one-half (1/2) working day for each completed biweekly payroll period of eighty (80) hours of pay. In pay periods where the employee receives less than eighty (80) hours pay, sick leave accrual will be

prorated using eighty (80) hours as the base. Sick leave may accumulate up to a maximum 1,040 hours, or the total accumulation exceed 1,040 hours.

Part-Time Employees

29-13 Regular, part-time employees will be entitled to sick leave benefits prorated on the basis of the proportion of the position to regular full-time employment.

Accumulation of Sick Leave While Off Duty Because of Illness

29-14 All employees will continue to accrue one half ($\frac{1}{2}$) day per biweekly payroll period sick leave credit as long as they are on the active (distinguished from the inactive) payroll, even though they are absent from duty. Employees on leave of absence without pay will not receive any sick leave credit during such leave.

Retention of Accumulated Sick Leave

29-15 Employees who return to work upon recall from a layoff and employees returning to work from an approved leave of absence without pay shall have the amount of sick leave, previously earned and unused which existed at the time the layoff or leave commenced, reinstated effective with the commencement of work by the employee.

Use of Sick Leave Credit

29-16 All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be and are on duty at the University. Any utilization of sick leave allowance by the employee must have the approval of the department.

29-17 All absences of employees due to illness, injury, or childbirth shall be debited against the employee's record regardless of whether or not the employee's department absorbs the employee's work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for the employee's regularly scheduled duties for one half ($\frac{1}{2}$) day or more because of illness, injury, or childbirth, and the employee's sick leave account will be debited for the time he is absent from work. Sick leave may be taken in units of no less than one-half ($\frac{1}{2}$) hour.

29-18 Each employee desiring consideration for sick leave benefits may be required to file with the Human Resources/Staff Office either a statement by a physician or a sworn affidavit, that the claim of absence for any of the reasons for the sick leave is bona fide, prevented the employee from attending work or the employee was directed not to attend work by the physician as part of the physician's treatment of the sickness. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

29-19 Whenever an employee has used up all of the employee's sick leave credit, the employee will be removed from the payroll until the employee reports back to duty. In computing terminal sick leave payments in items 30-20, 30-21 or 30-22 below, a fraction of a year will be

prorated on a monthly basis with one half (½) or more of any month being considered as an entire month.

- 29-20** An employee who separates from University service for retirement purposes, who will be receiving pension payments from the University retirement program within six (6) months after the employee's separation date, who had been employed for thirty (30) years at Central Michigan University or a minimum of ten (10) years and the attainment of at least age sixty (60), or employed for at least fifteen (15) years and age 55-59 shall be paid for two thirds (2/3rds) of the employee's unused sick leave as of the effective date of the separation. If the employee is under age 60, the payment will be prorated based on a formula where age is the numerator and 60 is the denominator. Such compensation is paid at the employee's current rate of pay.
- 29-21** In case of the death of an employee (regardless of age or length of service at Central Michigan University), payment of two-thirds (2/3) of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay.
- 29-22** Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition with the doctor, dentist, or other recognized practitioner, to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
- 29-23** Employees must notify their immediate supervisors at the earliest opportunity when they will be off work because of illness. Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.
- 29-24** The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in his/her department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record.

LEAVES OF ABSENCE WITHOUT PAY

Leave of Absence for Illness or Disability

- 30-1** An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay and vacation payments, shall be granted a leave of absence, without pay, upon request in writing to the Personnel Office and furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to the Personnel Office by the Union or any other interested party. Requirement number (2) shall be waived in whole or in part by the Personnel Office at the employee's request.
- 30-2** The leave of absence shall be for the period of continuing disability for a period of time up to one (1) year. If the disability continues for more than one (1) year, the leave of absence may be renewed not to exceed a total leave of absence of two (2) years, unless extended by the Personnel Office. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When

necessary, physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

- 30-3** If an employee who can perform the work has been on a leave of absence for illness or disability lasting for a period of one (1) year or less, the employee will have the right to return to the position the employee was assigned to when the leave was granted. An employee who has been on a leave of absence for illness or disability lasting for a period of over one (1) year who notifies the Personnel Office in writing of a desire to return to work during the leave of absence or directly at the end of the leave of absence and who can perform the work, will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

Personal Leave of Absence Without Pay

- 30-4** Leaves of absence without pay up to four (4) months may be granted, dependent upon the operational needs of the University, in cases of exceptional need for those employees who have been employed on a regular basis and have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care for a newly born infant (including newly adopted children who are not enrolled in school up to age 6), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the University for an additional four (4) months period, but the total leave time shall not exceed one (1) year. If a personal leave lasts for a period of four (4) months or longer, the employee may be required to take another physical examination before returning to work. An employee on a personal leave of absence without pay of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from a personal leave of absence without pay after four (4) months, the employee will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

Long-Term Military Leave

- 30-5** An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below.
- 30-6** In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.
- 30-7** A seniority employee who is able to do the work, meeting the requirements of 30-6, returning from a long-term military leave within six (6) months from the commencement of the leave where the Union has allowed a temporary employee to be employed in the employee's position for the period of the leave, will return to the position to which the employee was assigned when the leave was granted. A seniority employee not covered by the preceding sentence who meets the requirements of paragraph 30-6 returning from a long-term military

leave will either fill a vacancy or replace the least seniority employee in the classification the employee was working in at the time the leave of absence was granted.

Educational Leave Veterans

- 30-8** An employee with seniority who has returned to active employment in the bargaining unit at C.M.U. from a military leave of absence shall be granted an educational leave of absence without pay for a period equal to the employee's seniority, but not to exceed four (4) years in order to attend a federally approved full-time educational program with benefits provided by federal law.
- 30-9** An employee on an "Educational Leave--Veterans" of four (4) months or less will return to the position the employee was assigned to when the leave was granted. If an employee returns from an "Educational Leave--Veterans" without pay after four (4) months and if it is not possible to assign work to an employee immediately upon return from the leave of absence without pay, the employee will be granted an extended leave to be worked out with the Personnel Office while a concerted effort is made to find employment for the employee.

Leave for Union Business

- 30-10** Members of the Union elected to local positions or selected by the Union to do work which takes them from their employment with the University may, upon application, and at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be the shorter; however, the duration of these leaves may be extended by the Personnel Office.
- 30-11** Upon their return, they shall be re-employed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, it will be necessary for the employee to take a physical examination at the Health Center or from any center or physician designated by the University at the University's expense, before returning to work.

Leave of Absence Without Pay Qualifications

- 30-12** The employee who is on a leave of absence without pay will accrue seniority but will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Human Resources/Staff Office about maintaining the employee's group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be requested in writing and approved by the administrative head and cleared through the Human Resources/Staff Office.

UNION RELEASE TIME

31-1 Union Educational Leave

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. Fifteen (15) working days per contract year shall be allocated to the bargaining unit for Union educational leave purposes. Union educational leave days will not carry over from year to year. Four (4) employees only from each department shall take leave at any one time and any one (1)

employee in the bargaining unit shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

31-2 Union Business Leave

The University and Union agree to allow up to a total of twelve and one half (12 ½) days with pay per contract year for the Union President and chief stewards to conduct appropriate union business to include conventions, seminars, and new council business. It is understood that this time will be used appropriately and the President or chief stewards will receive permission from the appropriate supervisor and Human Resources/Staff Office prior to using this time. Union business days do not carry over.

- 31-3** The University will consider additional paid release time if good cause is shown and proper request is made to the Human Resources/Staff Office. On occasion permission may also be granted by the Human Resources/Staff Office or his designee for the President or chief stewards to leave the University campus to conduct Union business.

FAMILY MEDICAL LEAVE (FML)

- 32-1** Employees are eligible for a Family Medical Leave (FML) if they have been employed by the University for at least twelve (12) months. Employees must have worked at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

- 32-2** An eligible employee, upon request, may be granted up to twelve (12) workweeks of paid or unpaid FML during the fiscal year, July 1 to June 30 approximately, for one or more of the following events:

- a. for the birth of a son or daughter of the employee and to care for such child,
- b. for the placement of a child with the employee for adoption or foster care,
- c. to care for an employee's spouse, child or parent with a serious health condition, or
- d. because of a serious health condition of the employee, which renders him/her unable to perform the functions of the employee's position.

- 32-3** The taking of a FML shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided that nothing in this provision shall be construed to entitle any employee who returns from FML to the accrual of any employee benefits during the period of the leave or to any right, benefit or position other than that which the employee would have been entitled had the employee not taken the leave.

- 32-4** Employees who take FML for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the University to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

- 32-5** During the period of the FML, the University shall continue to contribute toward coverage under any group health plan as defined by the Family Medical Leave Act for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The University shall have the right to recover premiums paid for maintaining coverage for the employee under such group health plan during the period of the FML if the employee fails to return to work for reasons other than the continuation, recovering or onset of a serious health condition entitling the employee to leave under 31-2c or 31-2d above, or other circumstances beyond the employee's control. In this situation, the University may require certification of inability to return to work as specified and allowed by the Family Medical Leave Act.
- 32-6** The employee will be required to use all paid sick leave (for employee medical only) and all but eighty (80) hours of vacation or personal time prior to applying for a FML without pay. Upon exhaustion of the paid leave, the remainder of the FML will be unpaid.
- 32-7** Family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care will expire no later than the end of the twelve (12) month period from the date of the birth, adoption or placement.
- 32-8** An eligible employee who foresees that he/she will require a FML for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, his/her supervisor, no less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
- 32-9** An employee who foresees the need for a FML due to planned medical treatment for his/her spouse, child or parent, should notify, in writing, his/her immediate supervisor, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such an employee must also give at least thirty (30) calendar days written notice, unless impractical in which case, the employee must provide as much written notice as circumstances permit.
- 32-10** If the requested FML is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the University, in a timely manner, a health care provider's statement that the employee is needed to care for the family member and an estimate of the amount of time that the employee is needed for such care.
- 32-11** A FML taken under paragraphs 31-2a or 31-2b above shall not be taken intermittently or on a reduced work schedule except at the discretion of the University. Subject to the limitations and certifications allowed by the Family Medical Leave Act, a FML taken under 31-2c and 31-2d above may be taken intermittently or on a reduced work schedule when medically necessary; provided, however, that where such leave is foreseeable, the University may require the employee to transfer temporarily to an alternative position offered by the University, for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of FML than the employee's regular position.
- 32-12** An employee on an approved FML should keep the immediate supervisor informed regarding the employee's status and intent to return to work upon conclusion of the FML.

- 32-13** The provisions of this section are intended to comply with the Family And Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act prevails. These Family Medical Leave provisions do not impair any rights granted under other provisions of this Agreement, nor shall they be construed to add additional leave without pay.

NOTIFICATION OF PHYSICAL CONDITION

- 33-1** Employees learning of any physical condition which is likely to cause their absence from work shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the time when it is likely the employee will have to be absent because of the physical condition.

MEDICAL CONDITION FOLLOWING LEAVE

- 34-1** A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to the member's condition with respect to whether the member's condition might interfere with the performance of the member's duties.

WORKER'S COMPENSATION AND DISABLED VETERANS REEMPLOYMENT

- 35-1** An employee who receives payment under the terms of the "Worker's Compensation Act", for which the University is liable, who is unable to perform the employee's regular work and any veteran who sustained a service-connected disability while on military leave from the University which prevents the veteran from performing the veteran's regular University work, may be employed by the University in any other work which the employee can satisfactorily perform.
- 35-2** If an employee is injured during working hours, the employee must report the injury to the employee's immediate supervisor as soon as possible. An employee who is seriously injured and cannot work, in the opinion of the examining doctor, will be paid for the balance of the employee's shift and then will be covered by other provisions of this Agreement. An employee who returns to work within the employee's regular shift immediately after being treated for an injury on the job shall not lose time or pay while absent from the work place seeking such treatment.
- 35-3** If an employee is required, due to a work related injury, to continue treatments with a doctor, dentist or physical therapist, the employee shall not lose time or pay while absent from the work place for such treatments.

MEDICAL DISPUTE

- 36-1** In the event of a dispute involving any employee's physical ability to perform that employee's assigned work upon his return to work at the University from a layoff or from any leave of absence and the employee is not satisfied with the determination of the designated physician of the University with respect to the employee's ability to perform that employee's work, he

may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the employee, the designated physician of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee, and the decision of such third party will be binding upon the parties. The expenses of the third party medical physician shall be shared equally by the University and the employee.

UNION BULLETIN BOARD

- 37-1** The University will continue to provide bulletin boards at each existing location and will provide a bulletin board in each new building where a time clock is located which may be used by the Union for posting of notices of the following types:
- a. Notices of Union recreational and social events.
 - b. Notices of Union elections.
 - c. Notices of results of Union elections.
 - d. Notices of Union meetings.
- 37-2** The Union shall have the right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of materials posted on the Union bulletin boards, the President of the Local Union will be advised by the Human Resources/Staff Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

SHIFT HOURS

- 38-1** 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 (except Dining Services employees starting work between 10:00 a.m. and 11:00 a.m.) whose regular daily working hours are scheduled in such a manner that the employee is working five (5) or more straight time hours on a shift other than the one on which the employee commences the day's work shall be paid shift differential for the day, based on the later shift. Employees who are not regularly assigned to a shift but work a rotating shift schedule will be paid shift differential based upon the shift they are currently assigned to.
- 38-2** Employees who are scheduled to regularly work on the second or third shifts shall receive, in addition to their regular pay, twenty-five (25) cents per hour and thirty-five (35) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

HOURS OF WORK

- 39-1** The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods.
- 39-2** The normal work week shall consist of five (5) consecutive eight-hour days, except for employees in continuous operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or six (6) or seven (7) days a week.
- 39-3** Eight (8) or more consecutive hours of work within a twenty-four (24) hour period, shall normally constitute the regular work day, except for employees scheduled to work less than eight (8) hours per day and except for employees at the powerhouse and swing persons when rotating shifts.
- 39-4** Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times.
- 39-5** A Swing position work schedule will be posted weekly, and whenever possible, twenty-four (24) hours notice will be given for schedule changes. In the event twenty-four (24) hours notice is not possible, the employee will be notified of schedule changes no later than the end of shift on the preceding work day or at least sixteen (16) hours prior to the start of the shift, except for covering employee absences.

Dining Services will designate twelve (12) swing positions.

Swing positions within Facilities Management will include three (3) caretakers, twenty (20) custodians, all 9/3 custodians, custodial equipment maintenance worker, four (4) maintenance mechanics and two (2) powerhouse operators.

The four (4) swing maintenance mechanics will work a four (4) week rotating schedule covering afternoons and weekends. Each week, one (1) person will be scheduled as the relief person and will be subject to the same notice as above.

- 39-6** The University will not unilaterally reduce any employee's hours of work to avoid a layoff, with the exception of a short-term layoff/the summer conference period between spring and fall semesters.

SUMMER CONFERENCE PERIOD

- 40-1** During the Summer Conference periods, employees will stay in their regular locations. The following information relates to summer scheduling:
 - a. Schedules for summer work will be posted on a weekly basis, seven (7) days in advance.
 - b. Facilities Management work offers will be made to employees, as needed, on a weekly basis.

- c. Dining Services will schedule employees to work in their regular locations by seniority, according to needs, based on the volume of summer conference business.
- d. Non-scheduled employees will be offered work in Facilities Management on a week-by-week and/or day-by-day basis.
- e. The respective dining commons location manager will handle requests for time off in the same manner as during the academic year.
- f. Vacation and/or personal leave time, at current dining service pay rates, must be used to fill in if Facilities Management work offers are refused.
- g. Dining Services will continue to post vacancies during the summer months.
- h. Vacancies, whether due to vacant position, vacation, illness or temporarily increased staffing needs, will be covered by reassignment of current employees within the specific location, by the use of temporary employees or by pulling employees from facilities management for their location.
- i. Work for weeks where a reduced staff is needed for cleaning, stock or other non food production work will be offered to employees by seniority. Employees will have the option of refusing this Dining Service work offer and accepting work in Facilities Management. Work offered will be mandatory to lowest senior, if refused by higher senior employees.

REST PERIODS

- 41-1** Employees may take a rest of not more than fifteen (15) minutes for each four (4) hours of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

WASH-UP TIME

- 42-1** Employees will be given the necessary time prior to punching out to wash up and change uniforms, if used.

CALL-IN AND REPORT-IN PAY

- 43-1** 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 guaranteed at least three (3) hours pay at the rate of time and one half.
- 43-2** An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the regular straight-time rate.

OVERTIME

- 44-1 Time and one half the regular straight-time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.
- 44-2 Time and one half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
- 44-3 For the purposes of computing overtime pay for over forty (40) hours in an employee's work week for days when the employee does not work, a sick day for which he receives sick pay, a vacation day for which he receives vacation pay, or a holiday for which he receives holiday pay will be counted as a day worked.
- 44-4 For the purpose of computing overtime pay, the employee's straight-time rate (excluding overtime) will include shift differential whenever applicable.
- 44-5 The allowance of overtime or premium pay (other than shift differential or for higher classification work) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.
- 44-6 The University agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium. The University reserves the right to adjust work schedules on a temporary basis. No more than fifteen (15) schedule changes of a daily nature will be made during the academic year in Dining Services. Examples of the occasions are special meals, exam periods, commencement, special conferences, etc. The work schedules for these occasions will be altered and posted seven (7) days prior to the beginning work week.

SCHEDULING

- 45-1 In the event that permanent schedule changes, either hourly, daily or weekly, the University will notify the employee and send a copy of such notification to the Union President.

WAGES

- 46-1 Effective upon ratification, provided that the contract is ratified by November 5, 1998, a one-time signing bonus of \$400.00 will be paid to each current AFSCME employee not on leave of absence.

Effective with the first full pay period following ratification:

Dining service employees will receive a 2% lump sum.

All other AFSCME employees will receive a 2% increase to their base wage.

Effective with the first full pay period following January 1, 1999:

Dining service employees will have the sum of \$1.50 per hour restored to their base wages.

Effective with the first full pay period following July 1, 1999:

Dining service employees will receive a 2% lump sum. In addition, a .5% lump sum merit bonus will be made available.

All other AFSCME employees will receive a 2% increase to their base wage. In addition, a .5% lump sum merit bonus will be made available.

Effective with the first full pay period following July 1, 2000:

Dining service employees will receive a 2% lump sum. In addition, a .5% lump sum merit bonus will be made available.

All other AFSCME employees will receive a 2% increase to their base wage. In addition, a .5% lump sum merit bonus will be made available.

Effective with the first full pay period following July 1, 2001:

Dining service employees will receive a 2% lump sum. In addition, a .5% lump sum merit bonus will be made available.

All other AFSCME employees will receive a 2% increase to their base wage. In addition, a .5% lump sum merit bonus will be made available. (See also Appendix E)

MERIT

47-1 Lump sum merit bonuses will be awarded for employees who meet the following criteria:

1. Employees who have not incurred discipline at the written reprimand level or higher during the merit award period.
2. ~~Employees who have not suffered a recordable injury during the merit award period.~~ (See Letter of Agreement dated February 17, 1999).
3. Employees who have no more than five (5) unscheduled absences* during the merit award period.

The merit periods are as follows:

January 1, 1999 through March 31, 1999	Lump sum bonus for July 1, 1999
April 1, 1999 through March 31, 2000	Lump sum bonus for July 1, 2000
April 1, 2000 through March 31, 2001	Lump sum bonus for July 1, 2001

*No more than three (3) unscheduled absences during the 1999 and 1999 merit award period.

MEALS

48-1 Dining services employees will be allowed one complimentary meal per eight-hour shift worked. Employees must punch out for the meal break. In addition, each employee will be allowed two complimentary beverages during the eight-hour shift.

EQUALIZATION OF OVERTIME HOURS

49-1a. Overtime hours shall be divided as equally as possible among employees with the same classification, shift, and operation in their district. An up-to-date list showing overtime hours accumulated through the most recent pay period will be posted in a prominent place in each district before the 15th of each month. It is the employee's responsibility to verify all information when the list is posted and to bring any discrepancies to the supervisor's attention.

49-1b. For Dining Services there shall be four (4) districts:

Woldt Dining Commons
Merrill Dining Commons
Robinson Dining Commons
Carey Dining Commons

49-1c. For Facilities Management there shall be nine (9) districts:

1. Northwest Quint
2. Southwest Quad
3. South Quad
4. Southeast Quad
5. General Fund buildings
6. Skilled Trades shops by trade
7. University Stores
8. Grounds
9. BMW - Housing

49-1d. If any new districts are created, the University will give notice to the Union.

(See also Appendix H: Letter of Agreement dated February 17, 1999)

49-2 Whenever overtime is required, the regular employee with the least number of overtime hours with the required classification, shift, and operation within his/her district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications and from other shifts or operations may be called if there is a shortage of eligible employees. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work. When two (2) or more people have the same number of overtime hours, the most senior person within the affected classification will be contacted first. When all employees in the required classification refuse the overtime, the University may require the employee with the least seniority within the required classification in the district to do the work.

Employees who do not desire to be called for overtime may sign a statement exempting them from the overtime equalization calls. Employees signing waivers will be kept on the

equalization list and charged overtime as if the employees worked or refused. The University reserves the right to not accept a waiver of overtime equalization if there are not enough persons in the required class to work the anticipated overtime and/or to require employees who have signed them to work if there is an extreme emergency or other employees are not available.

It is the responsibility of each employee to inform the University of their current phone number for the purposes of overtime equalization. Failure to do so will result in an employee being bypassed on the overtime equalization list.

Any inequitable distribution of overtime hours will be rectified by the future scheduling of overtime within the next thirty (30) calendar days within the employees same classification and shift.

- 49-3** A temporarily assigned employee will be placed on the overtime equalization list for the classification of the temporary assignment. The employee will be charged the highest number of overtime hours that exists in the classification of the temporary assignment on the day that they began the assignment. They will be eligible for overtime in the temporarily assigned classification as long as they are able to perform the work and based upon the equalization list.

During the temporary assignment an employee will be removed from the overtime equalization list for their regular classification for the duration of the temporary assignment.

- 49-4** For the purpose of this clause, time not worked because the employee did not choose to work, will be credited with the average number of overtime hours of the employees working during that overtime period (two (2) hour minimum).

After two consecutive no answers or answering machine responses, the hours for that overtime assignment will be credited for overtime equalization purposes. This will continue for each no answer or answering machine response until the employee accepts an overtime assignment.

- 49-5** Overtime hours will be accumulated, recorded and balanced as follows: In Dining Services overtime hours will be recorded from the beginning of the school year assignment to the end of the school year assignment and then revert to a zero (0) balance. Overtime hours worked and recorded during the summer are not carried over.

All other overtime lists will be recorded from July 1 through June 30. The employees in the same classification, shift, and operation in each district shall be given a zero balance on each June 30.

- 49-6** New employees and employees who have changed classification will be charged with the highest number of overtime hours that exist in the new classification on the day they were hired or reclassified.

- 49-7** During scheduled overtime periods for more than one (1) employee in his/her district, the chief steward shall be scheduled to work as long as there is work scheduled in the employee's district he/she can perform and shall be so notified and scheduled.

- 49-8** Paragraphs 44-1 and 44-2 will be modified as follows for dining service during the summer conference period who are scheduled to the facilities management operation:
- a. Dining services employees who are assigned to facilities management custodian positions will be assigned to a specific district for the purpose of overtime equalization in accordance with paragraph 48-6.
 - b. If additional employees are still required on an overtime basis; then the order of preference will be as follows:
 1. Employees who are working during the summer conference period who have been temporarily reassigned (that is for less than ten (10) work days) in the district and who have the lower amount of overtime hours. (When overtime hours are equal, seniority shall prevail.)
 2. Then, employees with the least number of overtime hours within the required classification, shift and operation, including Dining Services employees during summer conference period, within other districts.

JOB CLASSIFICATION

- 50-1** The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement, unless the job content of a classification is significantly changed.
- 50-2** In the event a new classification is established or an existing classification is changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with existing classifications. The following procedure will be followed whenever a new or changed classification is assigned to a pay grade:
- 50-3** The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- 50-4** Upon receipt of the University's classification description, not more than four (4) representatives of the Union may meet with representatives of the University to discuss the new or changed classification and the placement in the wage schedule.
- 50-5** If there is a disagreement with the University's assignment to pay grade, a grievance concerning compliance with paragraph 45-2 of this Article may be processed through the grievance and arbitration procedures, provided it is submitted within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to revise the classification or establish or change any wage, but only to determine whether assignment to a pay grade has been made in accordance with paragraph 49-2 of this Article.

- 50-6** The employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

LEGAL HOLIDAYS

- 51-1** Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- 51-2** Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the employee's regular straight-time rate of pay, provided that:
- a. Newly hired employees have been on the active payroll of the University at least one (1) day immediately preceding the holiday involved.
 - b. Such employee works or is excused from his/her scheduled work day immediately preceding and his/her scheduled work day immediately succeeding the holiday involved.
- 51-3** An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.
- 51-4** Except as provided in paragraph 50-5, whenever one (1) of these holidays falls on Saturday, the preceding Friday shall be observed as the designated holiday. Whenever one (1) of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday. Whenever one (1) of these holidays falls on a scheduled day off in the employee's work week and the employee does not work on this day and no other day is observed as a holiday by the University, the employee will receive an additional day, the time to be arranged with the employee's supervisor during the University calendar year, or receive an additional day's pay which will not be subject to the overtime provisions of the current Agreement.
- 51-5** When a legal holiday falls on Sunday, and under the Agreement the holiday is observed by the University on the following Monday, and an employee's regular schedule requires the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on Saturday, and under the Agreement the holiday is observed by the University on the preceding Friday, and an employee's regular schedule requires the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be a Saturday.
- 51-6** Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time rate for that day and will also be paid for an additional day at their straight-time rate in lieu of the holiday.
- 51-7** If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal leave.

- 51-8** Employees in the bargaining unit who regularly work less than forty (40) hours per week and at least twenty (20) hours per week on a permanent basis will be entitled to holiday benefits prorated on the basis of the proportion of the position to regular full-time employment.

ADDITIONAL HOLIDAYS

- 52-1** All regular bargaining unit employees will receive five (5) additional holidays, which are the day after Thanksgiving and four (4) days between December 25 and January 1. 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 calendar year to be arranged with the employee's supervisor.

VACATIONS

- 53-1** Employees in the bargaining unit will accumulate vacation with pay based on an employee's length of continuous service as follows:
- 53-2** One (1) day per month, approximately figured at .0462 hours for each hour paid* during the first year of employment.
- 53-3** One and one-fourth (1 1/4) days per month, approximately figured at .0577 hours for each hour paid* from the end of the first year through the seventh year.
- 53-4** One and two-thirds (1 2/3) days per month, approximately figured at .0769 hours for each hour paid* from the end of the seventh year through the fifteenth year and also beyond the fifteenth year during the first year of this Agreement.
- 53-5** One and five-sixths (1 5/6) days per month, approximately figured at .0846 hours for each hour paid* beyond the fifteenth year.
- 53-6** Any employee with less than one (1) year of service whose employment is terminated automatically waives his/her right to all accumulated vacation time. Employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that calendar year.
- 53-7** An employee may take vacation at any time in the course of the year as long as it conforms with the requirements of the individual's department, provided all vacation allowances accrued to June 30 must be taken during the twelve (12) months immediately following the vacation accrual period with the following exceptions:
- 53-8** Any employee with more than one (1) year's service may take part or all of the vacation time the employee has earned at any time during the year in which it accrues if it is to the mutual convenience of the University and the employee.

- 53-9** If requested by the employee and recommended by the supervisor and with the written approval of the Personnel Office, an employee with more than one (1) year's service may be paid regular salary in lieu of vacation time in any calendar year.
- 53-10** The maximum number of vacation hours the employee is eligible to accrue under paragraphs 53-2, 53-3, 53-4, and 53-5 is 300 hours of unused vacation.
- 53-11** If a holiday falls within an employee's vacation, the employee will be given an additional day of vacation, to be arranged with his supervisor.
- 53-12** Vacation time of up to sixteen (16) hours may, at the employee's option, be converted to personal leave. It is understood that the employee will fill out the appropriate form and send it to the Personnel Office. The employee is not required to have the form signed or approved by his/her supervisor.

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

RETIREMENT

- 54-1** AFSCME employees hired prior to 01/01/96 are required to participate in the Michigan Public School Employees Retirement System (MPSERS), as required by law.

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

- 54-2** Effective the first of the month following ratification, AFSCME employees hired on or after 01/01/96, and not in the MPSERS system will be eligible for the Optional Retirement Program (ORP) as described below.

The ORP program is a defined contribution plan with immediate vesting. Upon completion of one (1) full year of service, the University will contribute four (4%) percent toward the ORP. There is no required employee contribution, although employees are encouraged to contribute toward their retirement through the University's voluntary tax deferred investment program. Retirement Contributions will be made to University approved vendors.

- 54-3** Employees working at least twenty (20) hours per week can participate in the voluntary 403(b) tax-deferred investment program. The program allows the employee to make tax-deferred contributions toward retirement investments. Employee's (TDI) contributions will be made to University approved vendors.

INSURANCE

- 55-1** Until implementation of CMU Choices, health, dental and life coverage and University contributions in effect on October 31, 1996 will continue through June 30, 1998.

- 55-2** Effective July 1, 1999, all regular employees will participate in CMU Choices, a Flexible Benefit Program.
- 55-3** Employees may select from several options. When a collective bargaining agreement is in effect, there will be an open enrollment period during which selections may be changed. Employees may also make changes during the year within thirty (30) days from the date of a family status change. e.g. birth, death, marriage, adoption etc.
- 55-4** Employees are eligible for medical and prescription drug coverage, flexible spending account and dependent life insurance immediately on date of hire. Dental, life insurance, long-term disability and short-term disability become effective on the first day of the month following the date of hire. All benefits terminate on the last day of employment.
- 55-5** University contributions are limited as set out in Appendix M. Amounts above the University contribution which are necessary to maintain benefits are the employees' responsibility and the University is authorized to deduct such amounts from employees' pre-tax pay.
- 55-6** University contributions for CMU Choices for part-time employees will be prorated based on the percent of an FTE the employee's appointment represents.
- 55-7** The above is a general overview only and is superseded by the provisions governing the Program.

TUITION WAIVER

- 56-1** Regular employees have the opportunity to take University credit courses and receive tuition waiver. The waiver applies only to the regular fees charged all students for enrollment for a specific number of semester hours. The waiver does not apply to special fees or incidental fees such as music fee, special course fee, parking, etc.
- 56-2** Courses must be taken during hours the employee is not scheduled to be working for the University.
- 56-3** All full and part-time regular and provisional employees in an active pay status on the first and last official day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Plan which covers tuition for classes offered through CMU.

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

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

Tuition waiver not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) of certain employee groups may take up to twelve (12) credit hours in both the fall and spring

semesters. Tuition waiver is limited to six (6) credit hours in any summer session and still subject to the annual maximum of twenty-four (24) credit hours.

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

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

Details are available in the Benefits Section of Human Resources/Staff.

- 56-4** Employees must follow University enrollment procedures, pay the registration fee, and complete the eligibility certification form at the Benefits office prior to registration. A full copy of the tuition plan is available at the Benefits office.

UNIFORMS AND EQUIPMENT

57-1 Safety Shoes

If safety shoes are required for a bargaining unit employee by the University, the University will pay fifty dollars (\$50) toward the purchase of safety shoes. The safety shoes must be purchased from a vendor approved by the University, and meet the safety requirements specified by the University.

Facilities Management electricians are required to wear dielectric safety shoes. The University will pay fifty-five dollars (\$55) annually to them in accordance with the above guidelines.

These payments will be made in the employee's first pay period of each fiscal year.

57-2 Safety Glasses

If safety glasses are required for a bargaining unit employee by the University, and the employee wears prescription lenses, then the University will pay for the safety prescription lenses as prescribed by an optometrist or ophthalmologist as well as the frames designated by the University. The frames must have permanently attached side shields. The University will not pay for tinted lenses unless tinted lenses are prescribed by the optometrist or ophthalmologist because of a medical condition of the bargaining unit member. The safety glasses must be purchased from a vendor designated by the University. The bargaining unit member is responsible for the cost of their own eye examination. The University will pay for no more than one pair of prescription safety glasses in any one calendar year.

These payments will be made in the employee's first pay period of each fiscal year.

57-3 Uniforms

All bargaining unit employees are required to wear a uniform. The policies governing uniforms, approved vendors, type of uniform, color, etc. will be determined by the department. Each journeyman bargaining unit employee will receive two hundred forty dollars (\$240) annually toward the purchase of uniforms. All other bargaining unit members will receive one hundred forty dollars (\$140) annually toward the purchase of uniforms. The University will pay to the University designated supplier the actual cost of embroidery work and attaching the CMU patches. The employee is responsible for the laundering and care of their uniform so that they present a neat and clean appearance.

New employees will not receive payment until they have completed their probationary period.

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

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

These payments will be made in the employee's first pay period of each fiscal year.

PARKING REGULATIONS

- 58-1** 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. Employees agree to abide by the University parking and traffic ordinance.
- 58-2** The University agrees to furnish, without cost, registration and parking decals for one (1) motor vehicle for each bargaining unit member for 1997-98 and for Dining Services employees for 1998-1999.
- 58-3** Effective July 1, 1999, the University will no longer furnish parking registration and decals and four cents (.04) per hour will be added to the base wages of each employee, up to the maximum of the pay range. (See also Appendix E)

LONGEVITY PAY

- 59-1** The provisions of the 1993-96 collective bargaining agreement will apply until December 31, 1998.
- 59-2** The amount of longevity that employees are eligible for, as of December 31, 1998 according to the 1993-96 collective bargaining agreement, will be converted to an hourly amount and added to the base wage of the eligible employee effective in the first full pay after January 1, 1999. In addition, effective in the first full pay after January 1, 1999, each eligible employee will receive a final prorated lump sum payment based upon the month of their adjusted service date. Thereafter, longevity payments shall cease. (See also Appendix E)

STRIKES

- 60-1** The Union, its officers, agents, members and employees covered by this Agreement agree that as long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott or any unlawful acts that interfere with the University's operations. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. The penalties imposed for violation of this section shall not be subject to the grievance procedure under this Agreement; however, employees may appeal the question of fact as to whether they participated in a strike in the same manner as discharge or discipline is appealed under this Agreement.

RULES AND REGULATIONS

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

VALIDITY

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

CONTRACT DOCUMENTS

- 63-1** The provisions contained on pages numbered 1 through 49 and the supplemental letters constitute the entire Agreement between the parties.

SUPPLEMENTAL AGREEMENTS

- 64-1** All supplemental agreements shall be subject to the approval of the local Union, the University and the Council. They shall be approved or rejected within a period of ten (10) days following the date they are filed.

RATIFICATION

- 65-1** 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.

EFFECTIVE DATES

- 66-1** The terms and provisions of the Collective Bargaining Agreement shall be effective upon ratification of this Agreement except salary changes and benefit changes which will be effective as set forth on the salary schedule and benefit contribution schedule.

TERM OF AGREEMENT

- 67-1** This Agreement shall become effective as provided above in the Article on effective dates and shall remain in full force and effect until and including June 30, 2002, and thereafter from year to year, unless within a period of not less than sixty (60) and not more than ninety (90) consecutive calendar days immediately preceding June 30, 2002, or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.
- 67-2** If either party desires to modify or change this Agreement other than through reopening, that party shall, sixty (60) consecutive calendar days prior to the termination date of any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) consecutive calendar days written notice of termination prior to the termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement except as may be mutually agreed between the parties.
- 67-3** Notice, for purposes of this section, shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union, and if to the University, to the Director, Human Resources/Staff, or to any such address as the Union or University does make available for notice purposes to the other party in writing.

IN WITNESS WHERE THE PARTIES HERETO SET THEIR HANDS THIS 25th DAY OF FEBRUARY, 1999.

FOR THE UNION

/s/Linda S. Knight
Linda S. Knight, President
Local 1568

/s/Katherine McClain
Katherine McClain, Chief Steward
Local 1568

/s/Charlene Priest
Charlene Priest, Chief Steward
Local 1568

/s/Ralph Fischer
Ralph Fischer, Bargaining Team Member
Local 1568

/s/Gerald Schafer
Gerald Schafer, Bargaining Team Member
Local 1568

/s/Jane Schafer
Jane Schafer, Bargaining Team Member
Local 1568

/s/David Heyl
David Heyl, Bargaining Team Member
Local 1568

FOR COUNCIL 25:

/s/Diane Rigotti
Diane Rigotti, Chief Negotiator
AFSCME Council 25

/s/Ed Clevenger
Ed Clevenger, Staff Representative
AFSCME Council 25

FOR CENTRAL MICHIGAN UNIVERSITY

/s/Leonard E. Plachta
Leonard E. Plachta, President

/s/Maxine A. Tubbs
Maxine A. Tubbs, Senior Officer
Human Resources/Staff

/s/June A. Stefanko
June A. Stefanko, Director Employee Relations
Human Resources/Staff

/s/John C. Adams
John C. Adams, Director
Budget and Planning

/s/John S. Fisher
John S. Fisher, Senior Officer
Residences and Auxiliary Services

/s/Michael Simkins
Michael Simkins, Assistant Director
Building Services

/s/Emmanuel Wright
Emmanuel Wright, Comp & Benefits Analyst
Human Resources/Staff

ARBITRATOR LIST

Pursuant to Article 14-3, the Union and the University agree to the following list of Arbitrators.

Barry Brown
Joseph Girolomo
Mark Glazer
Theodore St. Antoine
Richard Kanner
Paul Glendon
Elaine Frost
Michael Long
Ann Patton

CLASSIFICATION LISTING

SM-1	COOK I
SM-1	FOOD & SERVICE WRK
SM-1	SACK LUNCH PROG COORD/PT
SM-1	SALAD MAKER
SM-2	COOK II
SM-2	LOCKERROOM ATTENDANT
SM-2	CUSTODIAN
SM-3	FOOD & SUPPLY WRK
SM-3	SR SALAD MKR
SM-4	HEAD COOK
SM-4	SR CUSTODIAN UC
SM-4	WAREHOUSE WORKER I
SM-4	CARETAKER
SM-4	CSTDN EQUIP MAINTENANCE WRK I
SM-4	TRADES HELPER MASON
SM-4	TRADES HELPER/MAINT MECHANIC
SM-5	CSTDN EQUIP MAINTENANCE WRK II
SM-6	STOREROOM WRK BOOKSTORE
SM-6	WAREHOUSE WORKER II
SM-6	SR CARETAKER
SM-7	BUS DRIVER
SM-8	JRNY AUTO & EQUIP
SM-8	JRNY BLDG MAINT WRK
SM-8	JRNY CARPENTER
SM-8	JRNY ELECTRICIAN
SM-8	JRNY ENVIRON CONTROLS
SM-8	JRNY LOCKSMITH
SM-8	JRNY MAINT MECHANIC
SM-8	JRNY MASON
SM-8	JRNY METAL WORKER
SM-8	JRNY PAINTER
SM-8	JRNY POWERHOUSE OPERATOR
SM-8	JRNY REFRIG & CONTROL
SM-8	JRNY VEHIC MECH/BUS DRVR
SM-8	JRNY WELDER
SM-13	CARPENTER APPRENTICE
SM-13	PAINTER APPRENTICE
SM-14	CARPENTER APPRENTICE

WAGE SCHEDULE DINING SERVICE EMPLOYEES

Classification	Employees Hired Before January 15, 1995*	Employees Hired After January 15, 1995*
SM-1	\$9.49	\$9.48
SM-2	\$9.83	\$9.85
SM-3	\$10.58	\$10.25
SM-4	\$11.00	\$10.66

*Effective January 1, 1999

NON-DINING SERVICES HOURLY WAGE SCHEDULE

Classification	1997-98		1998-99*		1999-2000**		2000-01***	
	Employees Hired Before	Employees Hired After	Employees Hired Before	Employees Hired After	Employees Hired Before	Employees Hired After	Employees Hired Before	Employees Hired After
	01/15/95	01/15/95	01/15/95	01/15/95	01/15/95	01/15/95	01/15/95	01/15/95
SM-2	\$9.83	\$9.85	\$10.03	\$10.05	\$10.23	\$10.25	\$10.43	\$10.45
SM-2	\$10.58	\$10.25	\$10.79	\$10.46	\$11.01	\$10.66	\$11.23	\$10.88
SM-4	\$11.00	\$10.66	\$11.22	\$10.87	\$11.44	\$11.09	\$11.67	\$11.31
SM-5	\$11.65	\$11.09	\$11.88	\$11.31	\$12.12	\$11.54	\$12.36	\$11.77
SM-6	\$12.11	\$11.53	\$12.35	\$11.76	\$12.60	\$12.00	\$12.85	\$12.24
SM-7	\$13.29	\$14.19	\$13.56	\$14.47	\$13.83	\$14.76	\$14.10	\$15.06
SM-8	\$15.77	\$15.77	\$16.09	\$16.09	\$16.41	\$16.41	\$16.74	\$16.74

* Effective 11/15/1998
** Effective 07/01/1999
*** Effective 07/01/2000

CHANGE IN CLASSIFICATION

When an employee who is outside of a wage schedule rate due to grandfathering, longevity buyout or parking buyout moves from one classification to another, the employee's hourly rate of pay will move up or down at the same percentage as the difference in the classification rate. The percentage differences between the classification levels are:

Classifications	Employees hired before 1/15/95	Employees hired after 1/15/95
SM 1 to SM 2	4%	4%
SM 2 to SM 3	8%	4%
SM 3 to SM 4	4%	4%
SM 4 to SM 5	6%	4%
SM 5 to SM 6	4%	4%
SM 6 to SM 7	10%	23%
SM 7 to SM 8	19%	11%

At no time will the employee's rate of pay be less than the rate listed for that classification in the appropriate wage schedule.

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

CONTRACT PRINTING

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

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 25, 1999

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

CUSTODIAL SERVICES

The University agrees to not subcontract existing AFSCME custodial positions, with the exception of Park Library, during the length of this contract.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 25, 1999

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

DINING SERVICES

IT IS HEREIN UNDERSTOOD AND AGREED BY THE PARTIES:

1. All vacancies in Dining Services as of and after ratification of the current collective bargaining agreement will be ARAMARK positions.
2. Effective July 1, 1999, all Dining Services employees hired after January 1, 1996, will no longer be employees of Central Michigan University. Providing such employees have not received any formal discipline within the last three (3) years, they will be offered positions with ARAMARK.
3. Dining Services employees not vested in the retirement system as of July 1, 1999, will be laid off at the end of the month they become fully vested in MPSERS. Vested Dining Services employees shall be eligible to use the provisions of the contractual layoff language at that time. Those employees who have not received any formal discipline within the last three (3) years will be offered positions with ARAMARK. During the grandfathered period, these employees will continue to receive their current hourly rate of pay as specified in the "Wage Schedule" contained in the contract.
4. Dining Services employees vested in the retirement system as of July 1, 1999, will remain employees of Central Michigan University until July 1, 2004. At that time, they will be eligible to utilize the contractual layoff language. Those employees who have not received any formal discipline in the last three (3) years will be offered positions with ARAMARK. During the grandfathered period, these employees will continue to receive their current hourly rate of pay as specified in the "Wage Schedule" contained in the contract.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 25, 1999

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

TONE VOICE COMMUNICATION

The University agrees to provide the use of a tone voice communication device to the Union President or chief steward in the absence of the Union President, during working hours if they are employed in a work area where telephone equipment is not readily accessible.

It is further agreed that Union officials using the tone voice communicator will abide by all appropriate FCC regulations.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Date Renewed: February 25, 1999

Date Renewed: February 25, 1999

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

MERIT

The parties have agreed the following will be the merit criteria:

Lump sum merit bonuses will be awarded for employees who meet the following criteria:

1. Employees who have not incurred discipline at the written reprimand level or higher during the merit award period.
2. No accident which resulted in personal injury or property damage where it is demonstrated that the employee did not utilize the appropriate personal protective equipment.
3. Employees who have no more than five (5) unscheduled absences* during the merit award period.

The merit periods are as follows:

January 1, 1999 through March 31, 1999	Lump sum bonus for July 1, 1999
April 1, 1999 through March 31, 2000	Lump sum bonus for July 1, 2000
April 1, 2000 through March 31, 2001	Lump sum bonus for July 1, 2001

*No more than three (3) unscheduled absences during the 1999 merit award period.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 17, 1999

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

To facilitate the transition from CMU to ARAMARK for dining services employees, the University and the Union recognize the need for the parties to assist in clarifying how the current contract will be administered during this process.

To this end, the parties agree that Article 48, Overtime Equalization, will be changed to include all dining service employees both bargaining unit and non-bargaining unit employees, in the equalization process and will read as follows:

The seniority date recognized for overtime equalization purposes will be the original hire date whether it is at CMU or at ARAMARK.

EQUALIZATION OF OVERTIME HOURS

48-1a. Overtime hours shall be divided as equally as possible among employees with the same classification, shift, and operation in their district. An up-to-date list showing overtime hours accumulated through the most recent pay period will be posted in a prominent place in each district before the 15th of each month. It is the employee's responsibility to verify all information when the list is posted and to bring any discrepancies to the supervisor's attention.

48-1b. For Dining Services there shall be four (4) districts:

Woldt Dining Commons
Merrill Dining Commons
Robinson Dining Commons
Carey Dining Commons

48-1c. For Facilities Management there shall be nine (9) districts:

1. Northwest Quint
10. Southwest Quad
11. South Quad
12. Southeast Quad
13. General Fund buildings
14. Skilled Trades shops by trade
15. University Stores
16. Grounds
17. Housing BMW

48-1d. If any new districts are created, the University will give notice to the Union.

48-2 Whenever overtime is required, the regular employee with the least number of overtime hours with the required classification, shift, and operation within his/her district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications and from other shifts or operations may be called if there is a shortage of eligible employees. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work. When two (2) or more people have the same number of overtime hours, the most senior person within the affected classification will be contacted first. When all employees in the required classification refuse the overtime, the University may require the employee with the least seniority within the required classification in the district to do the work.

Employees who do not desire to be called for overtime may sign a statement exempting them from the overtime equalization calls. Employees signing waivers will be kept on the equalization list and charged overtime as if the employees worked or refused. The University reserves the right to not accept a waiver of overtime equalization if there are not enough persons in the required class to work the anticipated overtime and/or to require employees who have signed them to work if there is an extreme emergency or other employees are not available.

It is the responsibility of each employee to inform the University of their current phone number for the purposes of overtime equalization. Failure to do so will result in an employee being bypassed on the overtime equalization list.

Any inequitable distribution of overtime hours will be rectified by the future scheduling of overtime within the next thirty (30) calendar days within the employees same classification and shift.

For the University:

For the Union:

/s/Maxine A. Tubbs

/s/Linda S. Knight

/s/June A. Stefanko

/s/Diane Rigotti

Dated: February 17, 1999

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

SYSTEM 9000 OFFICE FURNITURE ASSEMBLY

The University and AFSCME Local 1568 agree to the following resolution for Gr#M-96-X-77.

1. The University agrees to pay the five (5) affected employees the amount of \$6,803.00, divided equally, which is determined by multiplying 400 hours and \$15.7702.
2. The University and the Union agree that from this date forward, Warehouse workers will generally be the primary assemblers of Series 9000 office furniture at Central Michigan University. Carpenter Shop employees will generally be the secondary assemblers of Series 9000 office furniture. If Warehouse workers and the Carpenter Shop employees are not able to assemble the System 9000 office furniture in the time frame necessary, that assembly can be contracted out.
3. This grievance resolution is without prejudice or precedent and may not be used in other form without written approval, signed by both parties.

For the University:

/s/June A. Stefanko

For the Union:

/s/Linda S. Philo

/s/Charlene Priest

Dated: August 19, 1997

CMU CONTRIBUTIONS FOR BENEFITS

	1998-1999*	1999-2000**	2000-2001**	2001-2002**
MEDICAL				
Single	\$159.08	\$142.00	\$146.00	\$150.00
2 Person	\$334.07	\$295.00	\$304.00	\$313.00
Family	\$389.74	\$345.00	\$356.00	\$367.00
No Plan	-	\$70.00	\$70.00	\$70.00
PD				
Single	NA	\$25.00	\$26.00	\$27.00
2 Person	NA	\$55.00	\$57.00	\$59.00
Family	NA	\$85.00	\$88.00	\$91.00
DENTAL				
Single	\$20.83	\$20.00	\$21.00	\$22.00
2 Person	\$32.40	\$33.00	\$34.00	\$35.00
Family	\$51.02	\$49.00	\$50.00	\$52.00
No Plan	-	\$10.00	\$10.00	\$10.00
LIFE	\$0.380	\$0.380	\$0.391	\$0.403
LTD	\$0.260	\$0.260	\$0.270	\$0.280

*Effective with the first full pay period following ratification

**Effective with the first full pay period of the fiscal year

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