

Collective Bargaining Agreement
BY AND BETWEEN

EASTERN
MICHIGAN UNIVERSITY

&

UAW/TOP
LOCAL 1976



JULY 1, 2013 - JUNE 30, 2017

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**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN AND UAW/TOP LOCAL 1976
and EASTERN MICHIGAN UNIVERSITY,
as Ratified by the Eastern Michigan University
Board of Regents on July 1, 2013.**

Article I. AGREEMENT

Section 1.01 This Agreement is made by and between Eastern Michigan University and its successors, hereinafter referred to as the Employer or the University, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Technical, Office and Professional Local 1976, hereinafter referred to as the Union.

Article II. PURPOSE AND INTENT

Section 2.01 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations between the Employer and the Union.

Section 2.02 The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

Section 2.03 The parties agree that regardless of role or position in the organization everyone is expected to conduct themselves in a respectful manner in the workplace.

Article III. RECOGNITION

Section 3.01 Pursuant to and in accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947 as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for employees within the following Bargaining Unit as certified by Case No. R75D-168 of the State of Michigan, Department of Labor, Employment Relations Commission.

Section 3.02 Included: all regular full-time and part-time non-academic and/or non-faculty professional technical and administrative employees employed by Eastern Michigan University at its Michigan installations; excluded: executive officers (including the Administrative Associate to the President, Assistant to the President and Associate and Assistant Vice Presidents), Deans, Associate Deans, Assistant Deans, Directors, Chief Budget Officer, Budget Analysts, Athletic Coaches, Human Resources Personnel, Internal

Auditor, other confidential employees, student employees, administrative employees and Public Safety Department supervisors.

Article IV. NON DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

Section 4.01 The Employer and the Union recognize their respective responsibilities under Federal, State and local laws relating to fair employment practices.

Section 4.02 It shall be the policy of the University in recognition of the rights of all employees and applicants as individuals, to recruit and hire in all classifications without regard to race, sex, marital status, age, color, religion, political beliefs, sexual orientation, or national origin. Further, it shall be the policy of the University to take affirmative action to ensure that all personnel actions such as rate compensation, promotion, retirement, transfers, fringe benefits, layoffs, return from layoffs, University training programs, social and recreational programs are administered without regard to race, sex, marital status, age, color, religion, political beliefs, physical disabilities, nepotism, sexual orientation, or national origin and in accordance with the provisions of this Agreement.

Section 4.03 The University will not discriminate against, restrain or coerce any employee because or with respect to any lawful Union activity or the employee's membership or non-membership in the Union.

Article V. RIGHTS OF THE EMPLOYER

Section 5.01 All management rights and functions, except those, which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- (a) Full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces;
- (b) The right to change or introduce new or improved operations, methods, means or facilities;
- (c) In accord with the provisions of this Agreement the right to hire, schedule, promote, demote, transfer and lay off employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

Section 5.02 None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

Article VI. UNION MEMBERSHIP

Section 6.01 UNION MEMBERSHIP

- (a) In accordance with Michigan Public Act 349, all employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit may tender the initiation fee and become members of the Union or may pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later. Within thirty (30) days after the hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the University's Human Resources Office and the employee. At this meeting such employee shall be apprised of this Article's provisions.
- (b) In the event that Michigan Public Act 349 is repealed or rendered unenforceable the parties agree to meet to determine the effects of integrating the change into the collective bargaining agreement.
- (c) For new hires, a representative of the Union shall be afforded time to meet new bargaining unit members within their first ninety (90) days of employment as part of the new employee on-boarding process.
- (d) For current EMU employees whose position is reclassified into the bargaining unit, a union representative will be invited to attend a meeting with a representative from Human Resources and the employee within thirty (30) days of reclassification.

Section 6.02 CHECK-OFF

- (a) During the life of this Agreement, and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authority Form agreed to by the Union and the Employer on file with the Employer. The Union's

Financial Officer shall submit to the University's Payroll and Human Resources Offices written certification of the amount of dues/service fees to be deducted pursuant to the provisions of the Article.

- (b) Employees may have monthly membership dues, or service fees, deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union.
- (c) A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Union's Finance Officer by the Employer.
- (d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- (e) 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 Constitution of the International Union, refunds to the employees will be made by the Union.
- (f) All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employee who has terminated his or her Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
- (g) The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 6.03 SAVE HARMLESS

- (a) The Union shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Section 6.04 DISPUTES

- (a) Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

Article VII. STRIKES AND LOCKOUTS

Section 7.01 It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slow down, and on the part of the Employer no lockout.

Section 7.02 In the case of any strike, slowdown or other suspension of work not authorized by the Union, its officers or agents, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided, that the Union complies fully with the following:

- (a) The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- (b) Upon receipt of such notice, the responsible Union representative shall talk with those employees responsible for or participating in such violation, stating to them that:
 - (i) The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.
 - (ii) The Union instructs the employees to immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in this Agreement.

Section 7.03 In the event individual employees or groups of employees engage in any of the prohibited activities set forth in Section 7.01 above, the Employer shall have the right to, at its discretion, discipline or discharge such employee or groups of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 7.01 above, the Employer shall have the right to, at its discretion, discipline or discharge such employee or groups of employees and the employee or employees involved, may process a grievance

challenging that issue or whether or not the amount of discipline was proper, starting at the Third (3rd) Step of the Grievance Procedure, provided such grievance is presented, in writing, to the Office of Employee Relations within three (3) working days after the date upon which the employee was disciplined or discharged.

Article VIII. COMMUNICATIONS

- Section 8.01** The Union shall provide the Employer with a list of Local Union officers, Bargaining Committee members, and stewards and their jurisdictional districts every six (6) months (January 1 and July 1). The Employer shall be notified of any changes to such listing at the time they occur.
- Section 8.02** The Employer will, through its Human Resources Office, provide the Union a list of its representatives every six (6) months (February 1 and August 1) with changes thereto as they occur.
- Section 8.03** Employees shall be responsible for providing the Employer and the Union with changes in their addresses or telephone numbers within five (5) working days of such changes.
- Section 8.04** The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement in booklet form. The Employer will provide such copies of the Agreement within sixty (60) calendar days, or sooner, of the date on which the galley proofs of the fully ratified Agreement have been initialed by the parties. Each new hire, rehire, reinstated or transferred employee who does not have a copy of this Agreement shall be supplied a copy by the Employer. The Employment Work Rules booklet will be distributed with each contract at the University's expense.
- Section 8.05** The Union shall be furnished information concerning the date of employment, rate of pay and classification of new employees, effective dates of transfer and terminations, and beginning and ending dates of leaves of absence every thirty (30) days. The Union shall be given notice of the names and departments of new employees during the week of their orientation.
- Section 8.06** The Employer shall also furnish the Union with a list of Bargaining Unit employees showing the seniority date, classification, salary, grade and salary rate. Revised lists shall be furnished to the Union every thirty (30) days. The Bargaining and Grievance Chair shall receive a Personnel Action Report (PAF) every thirty days.
- Section 8.07** The Union Grievance Chairperson and Local President, or their designees, and a representative or designee of the Employer's Office of Employee Relations, will meet not later than the 10th day of

each month. The Employer's representative will present and review at this meeting the previous month's status changes within the Bargaining Unit. The Grievance Chairperson and Local President, or their designees shall be released with pay for the purpose of attending these meetings. It is understood that any matters discussed, or any action taken pursuant to such meetings, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Union under the terms of this Agreement.

Section 8.08 The Union Grievance Chairperson will be included as an information addressee on distributions of the Annual General Fund Budget Report; the Annual Budget Management Report (General Fund); the Annual Consolidated Financial Audit Report; and the Auxiliary Fund Annual Budget Report. This will include a copy of the Board of Regents packet and minutes.

Article IX. SPECIAL CONFERENCES

Section 9.01 At the request of either the Union or the Employer, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure; provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his or her designated representative, and a designated representative of the Employer's Office of Employee Relations. Representatives of the Union, not to exceed three (3) plus the International Representative, shall be released with pay for the purpose of attending a conference. Representatives of the Employer shall likewise not exceed three (3). However, the parties may mutually agree to include additional persons, if circumstances warrant. Conferences may be attended by representatives of the International Union. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Union under the terms of this Agreement. However, this understanding does not preclude the parties from entering into a written mutual agreement.

Article X. REPRESENTATION AND RELEASE TIME

Section 10.01 The Employer shall recognize five (5) seniority employees of the Bargaining Unit. The union's bargaining committee shall consist of the Local Union President, Vice President, and three seniority employees, for a total of five.

- Section 10.02** The Employer shall recognize a Steward and any Bargaining Committee member in each representation district as agreed upon by the parties in Appendix E. The Bargaining Committee member shall be recognized only in the absence of the regular Steward.
- Section 10.03** Upon request of an employee, the Steward, or if unavailable, a Bargaining Committee member, during working hours and without time or loss of pay, shall be granted release time for investigating and/or adjusting grievances, in his or her own district, in accordance with the terms of the Grievance Procedure.
- Section 10.04** Members of the Bargaining Committee shall be granted release time, without loss of pay, to present and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedure. Further, not more than one (1) member of the Bargaining Committee shall be granted release time, without loss of time or pay, not to exceed fifty (50) hours per quarter (July-September, October-December, January-March, April-June), for the purpose of investigating grievances which have been appealed to Step III of the Grievance Procedure. Such release time shall not be cumulative from quarter to quarter.
- Section 10.05** The Supervisor shall grant permission and provide sufficient time to Union representatives to leave their work for the above purposes, subject to necessary emergency exceptions. The privilege of Union representatives leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the presentation and/or investigation of grievances and will not be abused and the Union representatives will perform their regularly assigned work at all times; except when necessary to leave their work for the presentation and/or investigation of grievances as provided herein. The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision and for Supervisors to arrange for such release time when requested by Union representatives, with the understanding that such release time must be provided within a reasonable period of time.
- Section 10.06** Officers of the Union may request release time without pay for the purpose of conducting official business of the International Union for up to thirty (30) calendar days provided the employee makes a prior written request to the Director of Employee Relations, or his or her designee, who shall approve such a request, subject to necessary emergency exceptions. Leaves in excess of thirty (30) calendar days shall be requested in accordance with the Union Leave provision.
- Section 10.07** Members of the Bargaining Unit shall be allowed time off, without loss of pay, to attend to official Union business. Time off provided

pursuant to this provision shall not exceed a maximum total aggregate of twenty-four (24) days per contract year for the Bargaining Unit. This privilege is subject to the understanding that the released employee will perform his or her regularly assigned work at all times, except when necessary to leave his or her work as herein provided.

Section 10.08 The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision. Requests for release time must include the endorsement of the Union President and shall be submitted, in writing, to the Director of Employee Relations, or his or her designee. Unless conditions render it impossible to do so, such request shall be received by the Director of Employee Relations, or his or her designee, not less than forty-eight (48) hours prior to the desired commencement of the period of absence. Such request shall be granted by the Director of Employee Relations, or his or her designee, subject to necessary emergency exceptions and the written concurrence of the Union President.

Article XI. GRIEVANCE PROCEDURE

Section 11.01 GENERAL PROVISIONS

- (a) A grievance shall mean a complaint by an employee in the Bargaining Unit or by a group of employees concerning any alleged violation of this Agreement. All grievances shall be settled in conformity with the following grievance procedures. No matter shall be subject to the Grievance Procedure unless it is presented, in writing, by the Steward at Step II of the Grievance Procedure within fifteen (15) working days from the date the aggrieved employee(s) or the Union became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) calendar days before the filing of a written grievance.
- (b) If a grievance involves more than one employee reporting to different supervisors, or the Union or Employer believes the processing of a grievance through Steps I and II of the Grievance Procedure to be clearly inappropriate, either party may submit a request to the other party to process the grievance beginning at Step III of the Grievance Procedure and, by mutual agreement, the grievance may be so processed.
- (c) An employee who believes that he/she is being treated unfairly by his/her supervisor may, in lieu of filing a grievance, schedule a meeting with the Director of Employee Relations (or his/her

designee) to discuss the perceived unfair treatment. A Union representative may accompany the employee to this meeting.

- (d) All communications regarding the grievance procedure will be sent to the Bargaining Chairperson and copied to the Union President.

Section 11.02 STEP I

- (a) An employee with a grievance may either inform his/her supervisor that he/she wishes to speak to the District Steward, or may discuss the matter directly with the Supervisor. If the employee, following discussion of the grievance with the Employer's designated Step I representative does not receive a satisfactory disposition of such grievance, the employee may request the Supervisor to call the Steward of his or her district who shall be called, except in emergency situations, by the end of the grievant's work shift which immediately follows the work shift during which the grievance was discussed. The Steward may discuss the grievance with the grievant and the Supervisor. If the grievance is not resolved, the Steward may, if he or she believes the grievance has merit, reduce the grievance to writing on forms provided by the Employer and submit it to the designated Employer Step II representative.

Section 11.03 STEP II

- (a) Within ten (10) working days from the date the grievance is presented, the Employer's Step II representative shall determine the date on which shall be held a meeting with the aggrieved employee and the Steward, a member of the Bargaining Committee, the Supervisor, and at the option of the Employer, a representative of the Office of Employee Relations.
- (b) Within ten (10) working days of such a meeting, the Step II representative shall submit a written decision to the Bargaining Committee Chairperson or designee via electronic mail (email) with a follow-up hard copy.

Section 11.04 STEP III

- (a) If the grievance remains unresolved, and the Union wishes to appeal the grievance, the Chairperson of the Bargaining Committee must, within ten (10) working days after receipt of the Step II answer by the Union, request in writing a meeting with the Director of Employee Relations, or his or her designated representative.
- (b) Within ten (10) working days after receipt of the written request for a meeting, the Director of Employee Relations, or his or her designee, shall arrange and hold a meeting to discuss the grievance with not

more than three (3) union representatives plus the International Representative and not more than three (3) representatives of the Employer. Upon mutual agreement additional participants may be added.

- (c) Representatives of the International Union shall be allowed to attend this meeting and if not present such meeting may, if requested by the Union, be adjourned and be reconvened at a later date. If such an adjournment is requested, the Director of Employee Relations, or his or her designee, shall reconvene such a meeting within ten (10) working days from date of request, and the International Representative(s) shall be allowed to attend the meeting.
- (d) Within fifteen (15) working days after this meeting the Director of Employee Relations, or his or her designee, shall communicate his decision, in writing, to the Chairperson of the Bargaining Committee. Any agreement reached at Step III shall be final and binding.
- (e) If the Local President is not a member of the Bargaining Committee, the Local President, or his or her designee, may also attend a Step III meeting.

Section 11.05 STEP IV

- (a) If the grievance remains unresolved after Step III, the Union may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than twenty (20) working days after receipt of the Step III answer, with concurrent notification to be provided to the Director of Employee Relations, or his or her designee. Notification to the Director of Employee Relations, or his or her designee, shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration, identification of the grievance, issue(s) and provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limitations as herein prescribed, the Step III disposition of the grievance shall be considered final. Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (b) Grievances within the meaning of the Grievance Procedure and of this Arbitration Clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by

the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

- (c) In the event of arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union and the employee or employees involved.

Section 11.06 TIME LIMITS FOR STEP II AND III ANSWERS AND APPEALS

- (a) If the Union fails to appeal a Step II or III answer in writing within the time provided in the Grievance Procedure or any mutually agreed extension of such time, the Step II or III answer shall be considered final. If the grievance is not answered by the Employer in writing at the Second or Third Step of the Grievance Procedure, within the time provided in the Grievance Procedure or any mutually agreed extension of such time, the grievance shall be considered as settled in favor of the grievant.

Section 11.07 GRIEVANCE RESOLUTIONS

- (a) The resolution of the grievance at Step I and II shall not add to, subtract from or modify the terms of this Agreement unless done so in writing and approved by the Director of Employee Relations, or his or her designee, and the Local President, or his or her designee, and an International representative. Any agreement reached between the Employer and the Union shall be binding on the Union, the Employer and employees.

Article XII. DISCIPLINE, SUSPENSION OR DISCHARGE

Section 12.01 GENERAL PROVISIONS

- (a) Discipline, when invoked, will normally be progressive in nature, however, the University reserves the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.
- (b) Prior to commencing an investigatory interview with an employee, the consequences of which could lead to suspension or discharge, the Supervisor will advise the employee of the reason for the investigation and of his/her right to Union representation. If the employee elects such representation, the interview will not commence until the Union representative is present. The Employer agrees, upon the discharge, suspension or discipline of an employee to promptly notify, in writing, the employee and the Steward of the

employee's district of the discharge, suspension or discipline. The Employer also agrees to provide the Steward with a copy of such notice for the Chairperson of the Bargaining Committee and place a copy in the employee's personnel file. Where an investigation does not result in discipline, the findings of the investigation shall be communicated to the employee under investigation.

- (c) A discharged or suspended employee will be allowed to discuss his or her discharge or suspension with the Steward of the district, and the Employer will make available an area where he or she may do so, before he or she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his or her Steward prior to the employee leaving the premises.
- (d) Assessments of discharge, suspension or discipline shall occur not later than 30 calendars days from the date upon which the Employer first becomes aware of the infraction giving cause for disciplinary action. Extensions to this time frame may be granted by mutual agreement of the parties and any request for an extension will not reasonably be denied. Investigations which involve issues related to safety and security, discrimination, financial audits, information technology, and any investigations requiring the cooperation of another department within the University, or any agency outside the University will not be subject to the 30 calendar day time frame.

Section 12.02 APPEAL OF A DISCHARGE OR SUSPENSION

- (a) Should a discharged or suspended employee consider the discharge or suspension to be improper, he or she may present a grievance in writing through the Chairperson of the Bargaining Committee to the Director of Employee Relations, or his or her designee, at the Third Step of the Grievance Procedure within three (3) working days of receipt of written notice by the Chairperson of the Bargaining Committee (or if unavailable, a member of the Bargaining Committee, or the Local President) of the suspension or discharge.

Section 12.03 APPEAL OF A WRITTEN REPRIMAND

- (a) Should an employee who receives a written reprimand consider the discipline to be improper, a grievance may be initiated at the First Step of the Grievance Procedure.

Section 12.04 USE OF PAST RECORD

- (a) In imposing any discipline on a current charge, the Employer agrees not to take into account any prior minor infractions of record (in an employee's personnel file) that occurred more than twelve (12)

months previously or major infractions of record (in an employee's personnel file) such as fighting, drinking while on duty, or any type of immoral act, that occurred more than twenty-four (24) months previously, except those which constitute a felony under State or Federal law. Said discipline shall be removed from personnel/department files at the end of the infraction period, at the employee's or Union's request.

Section 12.05 EMERGENCY REMOVAL

- (a) Nothing shall prohibit the employer from removing an employee from the premises in cases where the employer deems such action is warranted. An employee removed from the premises will be placed on paid administrative leave pending the outcome of an investigation. As soon as possible, written notice will be sent to the employee stating the reason for the removal.

Article XIII. PROBATIONARY EMPLOYEES

Section 13.01 Matters concerning the discipline, layoff or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration Procedures.

Section 13.02 Each employee of the Bargaining Unit shall be considered a probationary employee for the first two hundred forty-five (245) calendar days of employment as a regular employee.

Section 13.03 A probationary employee shall have no seniority during his or her probationary period. Upon completion of the probationary period, the employee shall be placed on the seniority list of the Bargaining Unit and his or her seniority shall start from his or her last date of hire as a regular employee.

Article XIV. SENIORITY

Section 14.01 GENERAL PROVISIONS

- (a) Employees in the Bargaining Unit who have completed their probationary period shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular employee from the date of their last hire as such an employee. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he or she had been hired.
- (b) If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective Social

Security numbers, the employee with the lowest number being given the highest rank.

- (c) Except as otherwise provided, an employee excluded from the Bargaining Unit shall have no seniority in the Bargaining Unit and if transferred to the Bargaining Unit, for purposes of layoff and recall, shall have seniority for such purposes from the date of such transfer.
- (d) An employee who transfers to a position excluded from the Bargaining Unit, at his or her own request or at the request of the Employer, shall lose all seniority in the Union after ninety (90) calendar days.
- (e) An employee who transfers or is transferred to a position excluded from the Bargaining Unit and desires to return to the PT unit shall be treated as an external applicant/candidate for a PT posting.
- (f) An employee granted a leave of absence pursuant to this Agreement shall during the period of his or her absence, retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.
- (g) An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.
- (h) A full time position is any position that is normally scheduled to work 40 hours a week on a 12 month calendar year basis.
- (i) A less than annual full time position is any position normally scheduled to work 40 hours a week during the academic school year but has either no scheduled hours or reduced schedule for spring and/or summer terms.
- (j) A part time position is any position normally scheduled to work less than 40 hours a week during the academic school year and/or calendar year.

Section 14.02 LOSS OF SENIORITY

- (a) An employee shall lose his or her seniority and shall be terminated for the following reasons:
 - (i) He or she voluntarily terminates his or her employment.
 - (ii) He or she is discharged for cause, and such discharge is not reversed through the Grievance Procedure.

- (iii) He or she retires or receives a pension under the Pension Plan of this Agreement.
 - (iv) He or she is absent from his or her job for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his or her last known address that he or she has lost his or her seniority, and his or her employment has been terminated.
 - (v) If he or she does not return to work within ten (10) working days when recalled from layoff. In proper cases, exceptions may be made.
 - (vi) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
 - (vii) If laid off for a period equal to his or her seniority or three (3) years, whichever is less.
- (b) The seniority list published in accordance with the provisions of Section 8.06 above shall, except for seniority dates changed as a result of a grievance filed in accordance with the provisions therein, be binding on all employees in the Bargaining Unit.

Section 14.03 SENIORITY OF STEWARDS AND UNION OFFICIALS

- (a) Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, and Recording Secretary (if they are employees of the University), Bargaining Committee members, and Stewards shall, in the event of a layoff, be continued at work as long as there is a job in their district and provided they meet the minimum qualifications for the position and are currently able to perform all essential duties with orientation and normal supervision. Such Union officials who are full-time employees will be placed in a full-time position, according to the list below. Such a Union representative displaced by a reduction in force shall exercise his or her rights under this provision in the following order:
 - (i) Be assigned to replace the least senior employee within his or her classification and district, if any, providing he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.
 - (ii) Be assigned to replace the least senior employee within his or her district in a classification he or she previously held within the

Bargaining Unit, if any, provided he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.

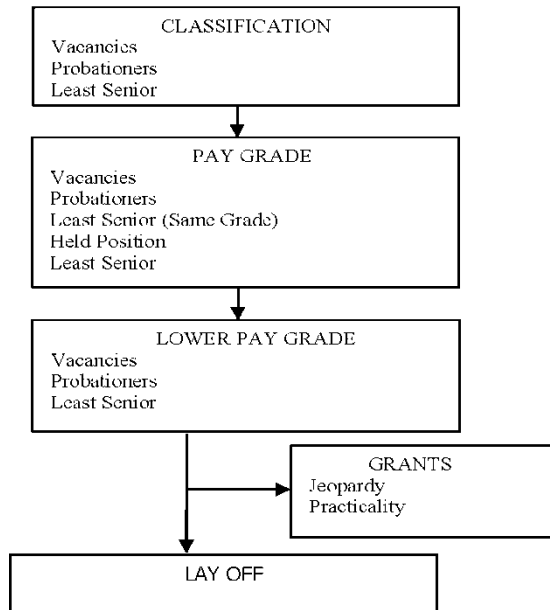
- (iii) Be assigned by the Employer to a classification in his or her district, provided that he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision, and replace the least senior employee in such classification in the district.
 - (iv) If no placement options exist for a steward or union official in their district, he/she shall exercise seniority rights in application of Section 14.04 below.
 - (v) If a steward is subject to placement in a lower pay grade in order to remain within their district, he/she will be given the option to forego their position as a union steward and exercise his/her right seniority right in application of Section 14.04 below. If an employee elects this option, it shall be made in writing and irrevocable.
- (b) The Right of the Employer to transfer or reassign an employee within the provisions of this Agreement will not be affected by the fact that the employee is a Steward, except that the Employer shall not arbitrarily transfer or reassign such an employee because of his or her Union activities.
- (c) Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration Provision of this Agreement.
- (d) For the purpose of this Provision, the Local President shall be given preference over Bargaining Committee members, all other Officers, and Stewards; Bargaining Committee members over all Union Officers (with the exception of the Local President), and Stewards; Vice President over Financial Secretary, Recording Secretary, and Stewards; Financial Secretary over Recording Secretary, and Stewards; and Recording Secretary over Stewards. This Provision shall not apply to any other Bargaining Unit employees.

Section 14.04 REDUCTION OF WORK FORCE

- (a) In the event the Employer determines that it is necessary to reduce the number of employees or to discontinue a University position to which a Bargaining Unit member is assigned, the Employer agrees to provide the affected employee(s) and the Local with thirty (30) calendar days written notice.

- (b) It is understood that full time employees may not displace part time employees and vice versa. Further, it is understood that for the purposes of a reduction in workforce a full time employee and less than annual full time employee are treated the same.
- (c) In effecting such reductions, employees with the least total seniority in classification shall be the first to be subject to layoff. A laid off employee shall be transferred to another position, if possible, using the following order of priority (see “Flow Chart”), conditioned on the employee meeting the minimum qualifications for the position and being currently able to perform all essential duties with orientation and normal supervision:
- (i) Within the same classification as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a probationary employee; last, the position held by the least senior employee.
- (ii) Within the same pay grade as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a probationary employee; next, the position held by the least senior employee.

FLOW CHART –



- (d) Within a lower pay grade, the employee shall first fill a vacant position; next, a position held by a probationary employee; last, the position held by the least senior employee.
- (e) An employee who has not been able to secure another position based on the application of Section 14.04(c) above (and all its subparagraphs) inclusive, may choose to fill a grant funded position, consistent with the requirements of Section 14.04(c) above (and all its subparagraphs) inclusive, and provided further that such placement is practical and does not jeopardize the fulfillment of the grant.
- (f) Be laid off.
- (g) In applying the procedure set forth in Section 14.04(c) above, in no case shall a displaced employee replace an employee who has greater Bargaining Unit Seniority.

Section 14.05 An employee laid off or subject to layoff shall be given preference for any posted Bargaining Unit vacancy, for which he or she applies, over non-bargaining unit applicants; provided, he or she meets the minimum qualifications for such vacancy and is currently able to perform all essential duties with orientation and normal supervision.

Section 14.06 Any employee transferred or recalled under the Reduction of Work Force procedures provided above, must be qualified to perform the work of the employee he or she is displacing or the work of the vacant position; such employee may be disqualified from performing such work either (1) if such employee's employment record with the University indicates that there is no reasonable expectancy that he or she would be qualified to perform the job, or (2) if it is determined by the Employer during the first thirty (30) working days the employee has actually worked in the new job that such employee does not have the ability to perform the job. At the University's discretion the thirty (30) working day time period may be extended for an additional twenty (20) work days. Any employee disqualified from a job as provided herein will then be transferred or laid off according to his or her seniority rights under Section 14.04(b) above through Section 14.05 above, and the employee displaced will be returned to the job. After two disqualifications the employee will be laid off with recall rights in accordance with Section 14.09 below of this Article.

Section 14.07 It is understood and agreed between the parties that certain positions within this bargaining unit are funded by state, federal, or local grants, or by other externally funded projects. When grants or externally funded projects supporting such positions expire and are not renewed, employees who are hired into such positions will be laid

off with bumping rights into vacant positions, as provided in Section 14.04 above, REDUCTION OF WORKFORCE, and with recall rights as prescribed in Section 14.09 below, RECALL. Additionally, at the request of the Union, a Special Conference shall be held to discuss said bumping rights. When grants or other externally funded projects supporting such positions expire and are not renewed, employees who bid into such positions will have recall rights to the position from which laid off and such grant fund position employees may bid into available non-grant funded vacancies, and may bump into non-grant funded positions in accordance with the provisions of the layoff-recall language found elsewhere in this agreement.

- (a) Employees hired into the Institute for Language Information and Technology (ILIT) after July 1, 2013 will be considered as grant fund employees for layoff and bumping purposes. Employees employed in ILIT prior to July 1, 2013 will be considered as general fund employees for layoff and bumping purposes. Employees in the Autism Center are considered as grant fund employees.
- (b) Grant funded or externally funded position employees may not be bumped by general fund position employees.

Section 14.08 VOLUNTARY LAYOFF PROCEDURE

- (a) In the event that the Employer determines that it is necessary to reduce the number of employees or to discontinue a university position to which a Bargaining Unit member is assigned, resulting in the layoff of one or more employees, the Employer, at its discretion may offer a voluntary layoff to the more senior employee who is displaced in lieu of bumping a less senior employee.
- (b) In offering a voluntary layoff, the Employer agrees to not contest the employee's ability to apply for unemployment.
- (c) The decision to accept the voluntary layoff in lieu of placement will be made solely by the displaced employee. Should the displaced employee accept the voluntary layoff in lieu of bumping a less senior employee, they will put this request in writing and their request will be considered final.
- (d) Any employee accepting a voluntary layoff will be placed onto the recall list in accordance with Section 14.09 below: Recall.

Section 14.09 RECALL

- (a) Primary Recall - When openings occur in a classification from which a Bargaining Unit employee has been laid off or displaced, employees laid off or displaced from such classification shall be

recalled in order of their seniority provided they meet the minimum qualifications for such positions and are currently able to perform all essential duties with orientation and normal supervision.

- (b) Secondary Recall - When openings occur in a pay grade from which a Bargaining Unit employee has been laid off or displaced, employees on recall from such a pay grade shall be recalled to a position in that pay grade provided they have properly bid on a vacant position, have timely notified the Human Resources Consultant that they have bid on the position and are on the recall list, meets all the minimum qualifications for the position and are currently able to perform all the essential duties of the position with orientation and normal supervision. Provided all of the above specifications are met and upon the verification of the Office of Human Resources the individual will be recalled within ten (10) working days.
- (c) Notice of recall shall be sent to the “laid off” employee at his or her last address of record by registered or certified mail. If the employee fails to notify the University’s Human Resources Office, within five (5) working days of his or her intent to return, and/or fails to report for work within ten (10) working days from date of delivery of the notice of recall, he or she shall be considered a quit. Extension of the time limits as herein provided may be granted by the Employer for unusual circumstances or appropriate cause.
- (d) The Employer shall maintain a list of laid off and displaced employees according to seniority.
- (e) Upon return to work, a layoff shall be treated as a leave of absence for determining University seniority, salary, fringe benefits and other conditions of employment.

Section 14.10 REGULAR JOB VACANCIES

- (a) Regular job vacancies shall be published on the University’s Employment Opportunities website. Such notice shall include the date of posting, classification, pay grade, department and final date of acceptance of application, which shall be no less than the sixth (6th) working day following the posting. The Employer may temporarily fill such a vacancy during the posting and selection process. The Employer shall not be obligated to consider any application submitted by a Bargaining Unit member who has not held his or her current position for at least six (6) consecutive months or which had been submitted after the final date of acceptance.
- (b) At the Employer’s discretion, it may post positions within a job series that could possibly be filled at multiple grades. When posting a

position that the department may consider filling at multiple levels, this will clearly be denoted on the job posting under the general summary listing the other possible positions and grades that may be considered outside of the desired level that is posted. In the event that a job is posted at a specific level and verbiage is not included indicating that the posting may be filled at a different level, then the job will be filled at the level it is posted or the posting will be cancelled and the job will be re-posted with the correct verbiage added. In the event that a job is posted at multiple levels, any employee with secondary recall rights may elect to utilize their secondary recall rights to fill the position at the level that their secondary recall rights allow for in accordance with Section 14.09 above, RECALL.

- (c) In those instances when a Bargaining Unit job is only posted internally, a job offer shall be made within forty-five (45) working days following the date of the posting. In those instances when a decision is made to advertise Bargaining Unit jobs externally, a job offer shall be made within ninety (90) working days from the date that the job is advertised externally. The time limits set forth herein shall not apply to posted positions that are withdrawn by the Employer, which postings shall not be withdrawn arbitrarily to avoid the time lines provided herein.
- (d) The parties recognize that there are occasions when it may not be possible to make job offers for professional-technical jobs within the time limits set forth hereinabove. In those instances when a job offer is not made within the time limits provided herein, the Union President may request a Special Conference to discuss the matter. When extenuating circumstances preclude making a job offer within the time limits provided, the time limits may be extended, subject to Union approval, which approval shall not be unreasonably denied.
- (e) Where bargaining unit members have made an appropriate application for a Bargaining Unit position, the Employer shall grant job interviews to the four most senior bargaining unit applicants possessing the minimum qualifications for the position. At the sole discretion of the Employer, interviews may be granted to other qualified bargaining unit and non-bargaining unit applicants. Bargaining unit members who are interviewed but not selected for a vacant Bargaining Unit position may request a meeting with an employment representative of the Employer to discuss their job application. If this occurs the employer will provide the Bargaining and Grievance Chair with the ranking of attributes and individual scores, on the grid, of themselves and of the person selected for the position.
- (f) Job awards shall be made to the best-qualified applicant. An applicant may be disqualified from consideration if:

- (i) She or he does not have the requisite skills for such vacancy; or if the only evidence of requisite skills comes from temporarily filling the Bargaining Unit vacancy; or
 - (ii) If such applicant's application indicates that there is not reasonable expectancy that she or he would be qualified to perform the job.
- (g) Each individual applicant is responsible for ensuring, at the time of application, that his or her employment application accurately reflects those job skills, experience, training, or other qualifications she or he desires that the Employer consider in evaluating his or her application. A list of internal applicants shall be forwarded to the Bargaining and Grievance committee chairperson within ten (10) days after the deadline to apply has passed.
- (h) In the selection of the best-qualified applicant, such best qualified applicant must clearly have better requisite skills. As used in this provision, requisite skills shall be defined as both the characteristic duties and responsibilities and those skills stated as the required and desired qualifications in the classification specification as well as any reasonable specific qualifications and skills necessary or reasonably desired for the particular job vacancy, which shall be determined by the Employer at the time of the job posting, and shall require the advance approval of the Employment/Affirmative Action Office.
- (i) No requirement shall be posted as "necessary" unless it can be clearly demonstrated that the requirement is needed to fulfill the responsibilities of a posted position. Qualifications beyond those required in the classification and those necessary to fulfill the responsibilities of the position shall be posted as "desired."
- (j) A seniority job applicant who desires to withdraw her/his application for any Bargaining Unit vacancy shall be required to initiate notice of withdrawal to the Employment Office through the University on-line hiring system.
- (k) When an applicant in the Bargaining Unit and a non-bargaining unit applicant are equally qualified, the University must hire the bargaining unit member. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern. Attendance, discipline record, education, work experience in a department where a vacancy is posted, and other related work experience shall be considered as factors in determining the qualifications of an applicant.
- (l) Job applicants who are disqualified and removed from a job pool because of their employment history, experience, education or other

factors related to their candidacy for a posted position shall be notified within five (5) working days from the date that a disqualification decision is made by the Employer. When an advertised position is filled, the Employer shall notify, all remaining Bargaining Unit applicants and the Bargaining Unit Chairperson of the disposition of their applications for grievance purposes, notification to candidates in the final job pool not being offered the position shall include the name and seniority date of the employee awarded the position. The Bargaining Unit Chairperson will receive a copy of the Human Resources Vacant Position report on a monthly basis.

- (m) An employee who refuses an offered Bargaining Unit position for which he/she has applied shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
- (n) At any time within the ninety (90) calendar day qualifying period following any employee's promotion, the employee shall be returned to his or her former job and former rate of pay if he or she fails to perform satisfactorily. Further, within the aforementioned ninety (90) calendar day period a promoted employee may request to be returned to his or her former job and former rate of pay.
- (o) An employee returned to his or her former position pursuant to the Agreement shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
- (p) Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration provision of this Agreement.
- (q) Job vacancies under this section shall not mean temporary openings caused by sickness, accident, disciplinary layoff, vacations or leaves of absence. If the employer elects to fill such temporary job vacancies, such vacancies shall first be offered to employee(s) laid off from such classification where the temporary vacancy occurs, in order of their seniority, if available and if fully qualified to perform all aspects of the work without training. Should no Bargaining Unit employee(s) as above provided be available; said temporary job vacancies shall then be offered to any Bargaining Unit employee who is laid off or is subject to layoff and who meets the minimum requirements for said position and is fully qualified to perform all aspects of the work without training, prior to employing a temporary employee in such a temporary vacancy. Laid off employees recalled for such temporary work shall:
 - (i) Not be subject to the Reduction of Workforce and Recall Provision of this Agreement. Therefore, laid off employees who are hired in temporary positions, shall maintain their normal

recall rights. At the conclusion of a temporary position, an employee will again revert to layoff status, subject to recall as provided in Section 14.09, above.

- (ii) Not be eligible for fringe benefits for any calendar month of such temporary work or subsequent calendar months, unless they work one half (1/2) or more of the calendar month.

Article XV. JOB CLASSIFICATIONS

Section 15.01 GENERAL PROVISIONS

- (a) The classification of jobs, as enclosed in Appendix D of this Agreement, is designed to identify jobs, which have been categorized according to qualifications required the degree of responsibility, complexity, effort and skill of the duties associated with the jobs. The Employer and the Union agree upon and accept the job classifications and descriptions in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

Section 15.02 TRANSFERS

- (a) Where there are more than one employee in the same classification, in the same department, and in the same location and it becomes necessary to reassign one of these employees and their position to another location (i.e. the employee will be doing the same work in a different location) the university will first seek volunteers before making a mandatory reassignment. If a mandatory reassignment is necessary the least senior employee will be reassigned. If more than one employee volunteers the most senior will be reassigned. Employees on a performance improvement plan or who have been disciplined for any reason may not be eligible for reassignment, at the discretion of the Employer. Area Complex Directors are exempt from the provisions of this section.

Section 15.03 REVISED JOBS AND NEW JOBS

- (a) In the event the Employer changes a classification description or creates a new job in the Bargaining Unit which is not covered by an existing classification, the Employer shall notify the Union and provide a copy of the classification description of the new or revised job and pay grade prior to posting. If requested within five (5) working days after such notification, the Employer shall meet with the Union within five (5) working days to discuss the classification and pay grade. The employer will not proceed with the interview process until after the special conference has been held. If the parties are unable to reach resolution on the classification description of the new or revised job and pay grade the matter shall be considered a

proper subject for determination by the Michigan Employment Relations Commission.

- (b) Bargaining unit members shall be notified in writing of any change to their classification specification within five (5) working days of the effective date of the change.

Section 15.04 DISPUTES

- (a) A dispute as to whether a new or revised job classification is within the Bargaining Unit as described in Article III (Recognition) may be discussed at a Special Conference. If the parties are unable to reach resolution on whether or not the job classification belongs in the bargaining unit the matter shall be considered a proper subject for determination by the Michigan Employment Relations Commission.

Article XVI. TEMPORARY EMPLOYEES

Section 16.01 Temporary employees may be hired by the Employer for temporary work assignments, subject to the following stipulations:

- (a) The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision. The Employer shall notify the Union of the hiring of temporary employees. Temporary employees filling bargaining unit positions will be assigned a classification at the time of hiring in accordance with Appendix D, including any new or revised jobs created throughout the life of this contract. This provision shall become effective only for positions filled on a temporary basis commencing after October 19, 2010.
- (b) The term “temporary employee” shall mean any individual or individuals whose employment is limited in duration and is established for a) a specific project; b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or c) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased workloads or other conditions that may create short term staffing requirements.
- (c) Temporary employees who are employed consistent with Section 16.01(a) above, may not be continuously employed for a period greater than one-hundred-eighty (180) calendar days, unless mutually agreed by the parties in writing to extend the temporary status for a specified number of days.
- (d) Upon expiration of a temporary assignment the individual working in the assignment will not be allowed to work in the same temporary

assignment until thirty calendar days have passed, unless otherwise mutually agreed to by the parties.

- (e) The use of temporary employees at WEMU is exempt from the limitations of this Article.

Article XVII. WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 17.01 It is recognized by the Union and the Employer that Supervisors, temporary and student employees also perform Administrative, Professional and Technical work and that this Agreement does not restrict any such work by any non-bargaining unit employees, except that the Employer agrees that it will not increase the size of its non-bargaining unit work force to replace Bargaining Unit employees who are laid off.

Article XVIII. RULES, POLICIES, PRACTICES, REGULATIONS AND REQUIREMENTS

Section 18.01 The Employer has the right to make and modify reasonable rules, policies, practices, regulations and requirements. However, no such rule, policy, practice, regulation or requirement, or modification thereof, shall be contrary to the clear and express terms of this Agreement, nor shall any such rule, policy, practice, regulation or requirement be administered to detract from rights expressly and clearly given to the Union by the terms of this Agreement. The application of such rules, policies, practices; regulations and requirements are subject to the Grievance Procedure.

Article XIX. PERSONNEL FILES

Section 19.01 MAINTENANCE

- (a) An official personnel file shall be maintained by the Employer on each employee in the University's Human Resources Office.

Section 19.02 CONTENTS

- (a) Each employee shall have the right, upon request, to examine the contents of his or her own personnel file, the only exclusion being confidential pre-employment credentials and recommendations. The employee shall make an appointment with the Human Resources Office services to examine his or her personnel file. The Chief Human Resources Officer, or his or her designee, shall be present when the employee examines his or her file. The employee may be accompanied by a representative of the Union if the employee so desires. In accordance with the provisions as herein provided, an employee may authorize, in writing, a representative of the Union to

examine his or her personnel file pursuant to the investigation of a grievance which has been presented in accordance with the Grievance Procedure.

Section 19.03 ADDITIONS

- (a) Each employee shall have the right to place in his or her personnel file material that attests to a change in his or her added education or experience.

Section 19.04 REPRODUCTIONS

- (a) At the employee's request, the Employer shall reproduce any material in the employee's personnel file, except confidential pre-employment credentials and recommendations; provided that a reasonable duplication fee is paid by the employee.

Article XX. SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

Section 20.01 As a member of the staff, an employee's first employment obligation is to the University. Any supplemental employment, which impairs an employee's ability to perform his or her full duties or which precludes an employee from working a work schedule in accordance with this Agreement or any conflict of interest with or for the University is not permitted.

Section 20.02 If the Employer believes there is a conflict of interest or such outside employment to be inconsistent with this provision, it shall notify the employee to discontinue such employment or conflict. If the employee believes such employment or alleged conflict is not inconsistent with this section, he or she may file a grievance at Step III of the Grievance Procedure within five (5) working days of the receipt of such notice; in which event the employee shall not be required to cease such employment or alleged conflict until the Grievance Procedure is exhausted. The filing of a grievance shall not permit an employee to refuse to work any work scheduled in accordance with this Agreement.

Article XXI. HOURS OF WORK

Section 21.01 WORKDAY

- (a) The regular workday shall consist of a minimum of eight (8) hours, exclusive of a duty free sixty (60) minute lunch period without pay; except that a thirty (30) minute lunch period, without pay, may be attained by the mutual written agreement of the employee and their supervisor.

- (b) The time of the lunch period shall be determined by the Employer.
- (c) Each full-time employee shall be entitled to a duty free, paid, fifteen (15) minute rest period during the first half of the working day, and a duty free, paid, fifteen (15) minute rest period during the second half of the working day, which shall be scheduled by the Employer, and shall also be subject to change at the employee's request upon mutual agreement of the Employer and the employee.

Section 21.02 WORK SHIFT AND SHIFT PREMIUMS

- (a) The normal day shift shall be any full-time shift starting between the hours of 5:00 a.m. and 12:59 p.m.
- (b) The normal afternoon shift shall be any full-time shift starting between the hours of 1:00 p.m. and 8:59 p.m. A full-time employee working on the afternoon shift shall receive a premium of thirty (30) cents per hour.
- (c) The normal evening shift shall be any full-time shift starting between the hours of 9:00 p.m. and 4:59 a.m. A full-time employee working on the evening shift shall receive a premium of forty (40) cents per hour.

Section 21.03 SHIFT PREFERENCE

- (a) Shift assignments shall be determined by the Employer.
- (b) When permanent position vacancies occur, the Employer agrees that the employee with the most seniority in the same classification, assignment, pay grade, department and job location as the vacant position shall be given shift preference, subject to the approval of the Department Head who may deny such preferential transfer by reason of:
 - (i) The employee having already made one (1) such change of shift within the preceding six (6) month period,
 - (ii) The employee not being qualified and otherwise able in all respects to perform the duties and responsibilities of the vacant position,
 - (iii) The need to continue experienced seniority employees on specific shifts,
 - (iv) Departmental requirements precipitated by problems of employee health, training deficiencies and other circumstances deemed by

the Employer to necessitate the presence of the more senior or experienced employees on specific shifts.

- (c) If an employee feels he has been unreasonably denied the right to exercise his shift preference such matter may be made the subject of a Special Conference but shall be expressly excluded from the grievance and arbitration provisions of this Collective Bargaining Agreement.

Section 21.04 WORKWEEK

- (a) Except for part-time employees and employees engaged in six (6) or seven (7) day operations, the regular workweek shall consist of four (4) or five (5) consecutive workdays, Monday through Friday, for a minimum of forty (40) work hours in any one (1) week.
- (b) For employees engaged in six (6) or seven (7) day operations, the regular workweek shall consist of four (4) or five (5) consecutive workdays, for a minimum of forty (40) work hours in any one (1) week. Such five (5) consecutive days shall not include both Saturday and Sunday in any employee's workweek.
- (c) This provision shall in no way be construed as a guarantee of work or pay. Employees may also be required to work additional days if deemed necessary by the Employer.
- (d) To accommodate flexible scheduling, the following shall apply:
 - (i) Four (4) Consecutive Ten (10) Hour Work Schedules.
 - (ii) Employees considered non-exempt employees (as specified in Appendix D) required and scheduled to work more than ten (10) hours per day, or forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half (1-1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one half (1-1/2) hours for each hour worked in excess of ten (10) hours per day or forty (40) hours per week.
 - (iii) Three (3) Consecutive Twelve (12) Hour Work Schedules.
 - (iv) Employees may be scheduled to work three (3) consecutive twelve (12) hour days for a total of thirty-six (36) hours in their regular workweek. Employees so scheduled shall receive payment for forty (40) hours of work.
 - (v) Employees considered non-exempt (as specified in Appendix D) required and scheduled to work more than twelve (12) hours per

day, or thirty-six (36) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one half (1-1/2) times their regular hourly rate or receive compensatory time off at a rate of one and one half (1-1/2) hours for each hour worked in excess of twelve (12) hours per day or thirty-six (36) hours per week.

- (vi) It is further understood and agreed that the flexible scheduling provided herein shall be offered employees on a voluntary basis and that seniority employees may exercise their shift preference for offered schedules in accordance with Section 21.03, above.

Section 21.05 OVERTIME

- (a) Overtime shall be assigned at the discretion of the Employer.
- (b) All overtime must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time off shall not be awarded for overtime work not approved in advance by the supervisor, or for the attendance at off-campus conferences, off-campus travel, casual or unscheduled time spent at work beyond the normal workday or workweek, or other similarly classified events or occurrences.
- (c) Where it is practical to do so, the Employer agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
- (d) Employees considered nonexempt employees (as specified in Appendix D) required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half (1-1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.
- (e) Employees with documented equivalent time prior to July 1, 2013 may use it until it is exhausted.
- (f) The Employer agrees to consider the desires of the employee when scheduling compensatory time off.
- (g) Any employee who complains of personal discrimination resulting from the application of this provision shall have recourse to the Grievance Procedure.

- (h) For purposes of computing overtime pay or compensatory time off, a paid holiday, paid sick day, paid personal day, or paid vacation day shall be considered as time worked.
- (i) An employee with an accrued compensatory time balance of eighty (80) hours shall not be compensated with additional compensatory time for approved overtime work until such time as said accrued compensatory time balance is reduced below eighty (80) hours. All approved overtime work for employees with an accrued compensatory time balance of eighty (80) hours shall be paid as overtime, at the applicable overtime rate of pay.

Section 21.06 AFTER HOURS COMMUNICATIONS

- (a) It is recognized that bargaining unit members may need to be contacted outside normally scheduled hours for a variety of reasons directly connected to the work of the Employer. The appropriateness compensation for such action depends, in large measure, on the nature of the work and work assignments within particular departments, therefore, the Employer and the Union agree that each department that desires to establish an “after hours communications protocol” is free to do so. The methods and structure of such protocol shall be based on the department’s needs.
- (b) Prior to implementation, such protocols shall be presented to the Director of Employee Relations for review, and for discussion with UAW Professional/Technical Local 1976 at a Special Conference to be called by the Director.
- (c) Following the Special Conference, the details of the protocol, which will include methods of compensation, shall be memorialized in a Letter of Understanding. The procedures will take effect on the 5th day following announcement of the protocol to the department by the department head.

Section 21.07 CALL-IN PAY

- (a) Nonexempt employees reporting for emergency duty at the Employer’s request for work not scheduled in advance and which is outside of and not continuous with their regular work periods, shall be guaranteed at least three (3) hours pay or three (3) hours work at the rate of one and one-half (1-1/2) times their regular hourly rates of pay.

Article XXII. UNSCHEDULED CLOSDOWNS

- Section 22.01** When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God, or other causes beyond its

control, employees notified not to report for work, and employees not having been notified of the closedown who report for work and are later sent home, shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown, or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.

Section 22.02 During unscheduled closedowns certain designated personnel (e.g. heating plant employees, physical plant maintenance employees, food service employees or other employees) within the specific areas of the University subject to the closedowns may be required to report for work. Employees so required to work and who do work when the University is closed as above provided shall, in addition to their regular compensation, receive compensatory time off at the rate of one (1) hour for each hour of work actually performed during the period of the closedown, up to a maximum of eight (8) hours. Hours worked in excess of the eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement.

Section 22.03 In the event of a temporary closedown and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 6:00 a.m. through the following media:

- (a) EMU Newslne 734.487.2460
- (b) EMU Department of Public Safety
- (c) EMU Information Line 734.487.1849
- (d) WEMU-FM-89.1
- (e) WJR 760 AM
- (f) WAAM 1600 AM
- (g) Text Alerts
- (h) EMU website and closure page and broadcasted on other radio and television stations

Article XXIII. LEAVES OF ABSENCE

Section 23.01 LEAVE OF ABSENCE FOR PERSONAL REASONS

- (a) Seniority employees requesting formal leaves of absence for personal reasons shall make application in writing through their Department Head to the Chief Human Resources Officer, or his or her designee. A leave of absence, without pay, may be granted, at the convenience of the Employer, to an employee for not more than three (3) months. A leave of absence as herein provided may be extended with the approval of the Employer but in no case shall the period of leave extend beyond the length of the employee's seniority at the initial commencement of such leave, or one (1) year, whichever is less. Seniority will accumulate during the period of the leave of absence. Leaves of absence as herein provided will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had he or she been working during the leave.

Section 23.02 MEDICAL LEAVE OF ABSENCE

- (a) A seniority employee, unable to work because of sickness or injury and not receiving any wages or benefits from the University shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all rights to paid sick leave as provided in Section 24.12(c) below of the Sick Leave Provision; provided appropriate medical information is supplied by the employee upon request of the Employer.
- (b) The Employer may require a physician's statement in support of a medical leave or extension of such leave. This medical information is to be submitted to Human Resources no later than fifteen (15) days from original date the employee begins their leave of absence. Failure to provide this medical information by this time will result in the denial of the request for the leave of absence. A maternity disability shall be considered a medical disability for purposes of this provision.
- (c) In any case in which the University has reason to doubt the validity of the medical information provided, the University may, at its expense, require an employee to obtain the opinion of a second health care provider designated or approved by the employer concerning the medical information provided in support of a medical leave of absence. In the case where the second opinion differs from the opinion in the original medical information provided, the University may, at its expense, require an employee obtain the opinion of a third health care provider designated or approved jointly by the University and the employee concerning the medical information in dispute.

The third opinion shall come from a medical provider associated with one of the two major hospitals in Washtenaw County and shall be considered to be final and shall be binding on the employer and employee. Any healthcare provider chosen for the second or third opinion shall not be employed on a regular basis by the employer.

- (d) A Medical Leave of Absence may be extended but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or two (2) years, whichever is less. Seniority shall accumulate during such a leave.
- (e) An employee, who is disabled and receiving compensation pursuant to the Workers' Compensation Act, shall be granted a leave of absence under the Medical Leave Provision. Such a leave may be extended for one (1) additional year; however, seniority shall not accumulate beyond the first two (2) years of such a leave. The Employer may also require a physician's statement to certify an employee's ability to return to work following a leave of absence due to medical disability.

Section 23.03 UNION LEAVE

- (a) Any employee elected to a permanent office in, or as a delegate or appointed to any labor activity necessitating a leave of absence without pay, may request such a leave providing written notice of such leaves, giving the length of the leave, shall be made to the Chief Human Resources Officer, or his or her designee, as far in advance as possible but in no event later than thirty (30) days prior to the day such leave is to become effective.
- (b) An exception may be made when it is not possible for such advance notice to be given. Such leaves must be requested in writing by the Director of Region I-A, and shall be granted by the Employer for up to two (2) years. Such leaves shall be extended, upon request. Seniority shall accumulate during such leaves.

Section 23.04 LEAVE OF ABSENCE FOR PUBLIC OFFICE

- (a) Any employee, with at least one (1) year seniority, elected to public office may make written application for a leave of absence, without pay, for the period of the first term of active service in such elective office. An extension of such a leave of absence for service in elective public office will be granted by the Employer upon written application by the employee. Seniority shall accumulate during such a leave, not to exceed the employee's seniority at the time the leave begins, or two (2) years, whichever is less.

- (b) Such request must be made, in writing, no less than thirty (30) days in advance of the desired commencement date of the leave, to the Chief Human Resources Officer, or his or her designee. Exceptions may be made when it is not possible for such advance notice to be given.

Section 23.05 CHILD CARE LEAVE

- (a) Immediately following and continuous with a period of medical disability associated with the birth of an employee's child or following the adoption of a child under twelve (12) years of age by an employee, a seniority employee shall be granted a Child Care Leave of Absence without pay under the Personal Leave provision providing the employee has exhausted his or her accrued vacation time.
- (b) For seniority accrual during a subsequent Child Care Leave, an employee must work one (1) year prior to the beginning of each subsequent leave.
- (c) Recognizing that childcare is shared by both parents, it is explicitly noted that this section of the Agreement, as others, applies to both women and men.

Section 23.06 LEAVES OF ABSENCE FOR MILITARY SERVICE

- (a) Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence without pay subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, the employee may arrange, by written request to the Chief Human Resources Officer, or his or her designee, for the leave to begin up to thirty (30) days prior to the induction date. Seniority will accumulate during such leave. Upon termination of such leave, the employee shall be offered reemployment in his or her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In that event, he or she will be offered such employment, in line with his or her seniority, as may be available and which the employee is capable of doing, at the current rate of pay for such work, provided he or she meets the requirements.
- (b) As used in the paragraph above, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

Section 23.07 RESERVIST DUTY LEAVE

- (a) Upon prior written request, a full-time employee who is a member of the National Guard or organized Reserves of the United States Military Service and who is ordered to active duty for an annual training period shall be granted a leave of absence for the duration of the training period.

Section 23.08 EMERGENCY DUTY LEAVE

- (a) A full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted a leave of absence for the duration of that emergency duty. Seniority shall accumulate during such a leave.
- (b) The Employer shall be obligated only to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the reservist's daily base stipend paid if that stipend is less than the employee's daily rate.
- (c) The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) working days.

Section 23.09 EDUCATION LEAVE

- (a) The Tuition Waiver Program, provided under Section 26.09 below shall be made available to those employees granted an Education Leave of Absence, subject to the following conditions:
 - (i) The employee shall have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
 - (ii) The employee shall have completed at least one (1) year of regular service since a previous Educational Leave.
 - (iii) The employee shall register for a credit hour load sufficient to qualify as a full-time student as provided by University Policy.
 - (iv) The employee shall return to regular service with the Employer for a time equal to that portion of an Educational Leave during which Tuition Waiver is provided or he/she shall reimburse to the University an amount equal to the cost of all Tuition Waiver benefits provided unless this obligation is specifically waived by the Chief Human Resources Officer or his/her designee. In cases of death, accident, illness, or the inability to be returned to a position with the University this obligation shall be waived.

- (v) To assure prompt reimbursement of all amounts paid by the University the tuition waiver benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his or her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each bi-weekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

Section 23.10 JURY DUTY

- (a) Regular employees will suffer no loss in compensation to perform Jury Duty. The Employer will pay the difference between Jury compensation and regular University compensation. If an employee is temporarily excused from Jury Duty he or she is expected to return to work. This provision does not apply to persons who volunteer for Jury Duty.

Section 23.11 BEREAVEMENT LEAVE

- (a) An employee is allowed three (3) working days off, with pay, for a family funeral or memorial service for a member of his/her immediate family. Such three (3) working days shall be taken as follows:
 - (i) The day of the funeral or service AND either the two (2) working days preceding the service OR the two (2) working days following the funeral or service OR the last working day before the service and the next working day after the service.
 - (ii) An employee is not eligible for pay for any such “bereavement leave day” that falls on a day or days that the employee is not scheduled to work. An employee who wishes to attend a funeral or service for anyone outside of his/her immediate family may take off one-half (1/2) day, with pay, with the permission of his/her immediate work supervisor. In either case, time taken beyond the specified amount will be charged against the employee’s vacation or sick leave.
- (b) The phrase “immediate family” for the purposes of this section shall mean husband, wife, additional eligible adult, child, father, mother, sister, brother, father-in-law, mother-in-law, employee’s stepparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, step children of a current spouse, and foster parents who were legal guardians.

Section 23.12 RETURN TO ACTIVE EMPLOYMENT

- (a) At the conclusion of a leave of absence, an employee eligible to return will be placed in the employee's former position, provided the position is vacant and the Employer determines a need to fill the position or if a temporary employee is filling such a position or the leave of absence has been for less than one hundred eighty (180) calendar days. Upon returning from leave the employee will be familiarized with changes that have been made to the duties and responsibilities of the position.
- (b) If the employee is not able to return to their position as provided above, the employee shall exercise his or her seniority rights under the Seniority Provision of this Agreement.
- (c) In cases where a leave is not for a fixed period of time, the employee must notify the Employer in writing at least thirty (30) calendar days prior to their expected date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from the date of expected return.
- (d) Employees who request to return prior to the expiration of a fixed leave of absence must notify the Employer at least thirty (30) calendar days in advance of such requested date of return. If such notice is given the employee's placement will be made within seven (7) calendar days from the requested date of return.

Section 23.13 REQUEST FOR EXTENSION OF LEAVE

- (a) To be given consideration for an extension of an approved leave of absence, the employee must notify the University's Human Resources Office not less than five (5) working days prior to the expiration of the leave.

Section 23.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

- (a) Effective September 16, 1993, an employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
 - (i) For a birth of a son or daughter of the employee and to care for such child.

- (ii) For the placement of a child with the employee for adoption or foster care;
 - (iii) To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
 - (iv) Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
- (b) The taking of an FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an approved FMLA leave.
- (c) Employees who take an FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer 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.
- (d) During the period of an FMLA leave, the Employer shall maintain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave 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 paragraphs Section 23.14 (a)(iii) or Section 23.14(a)(iv) above, or other circumstances beyond the employee's control. In this situation, the Employer may require, as specified and allowed by the FMLA, certification of inability to return to work.
- (e) If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust one half of any available paid leave under Section 24.12 below, SICK LEAVE. Upon exhaustion of that paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

- (f) An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child with the employee for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of that twelve- (12) month period. [For example, an employee who requests a leave at the start of the end of the eleventh month (of the twelve month period which begins at the date of birth or date of placement) is entitled to unpaid leave for the remaining four (4) workweeks of the twelve (12) month period.]
- (g) Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
- (h) An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her immediate supervisor, in writing, not 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.
- (i) An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
- (j) An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding her/his status and intent to return to work upon conclusion of the leave.
- (k) If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of her/his position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the Employer a health care provider's certification or such re-certifications as may reasonably be required by the Employer.

Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the Employer may also require that the employee obtain and present certification from her/his health care provider that the employee is able to resume work. All required certifications or recertifications shall conform to the FMLA certification requirements.

- (l) In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs Section 23.14 (a)(iii) or Section 23.14(a)(iv) above, the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- (m) A leave taken under Section 23.14 (a)(i) or Section 23.14(a)(ii) above, shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Section 23.14(a)(iii) above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.
- (n) The provisions of Section 23.14 (a) through Section 23.14(m) above, 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 or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

Article XXIV. COMPENSATION

Section 24.01 WAGES

- (a) Salary Schedule
- (b) The salary schedule set forth in Appendix A shall be annually adjusted subsequent to the guaranteed across-the-board increases and any contingent increases as provided below. Said salary schedule adjustments shall be to the minimums and maximums, equal to said across-the-board increases.
- (c) No employee's base salary shall, as a result of the application of any salary adjustment or contractual increase, be increased beyond the

maximum of the applicable pay grade maximum. Any salary increments beyond such maximums shall be paid as “non-base salary”, shall not serve to increase the employee’s base wage for any purpose, and shall be prorated and paid with the employee’s regular biweekly pay. Terminating employees shall have no right to receive such “non-base salary” beyond the date of termination. No employee whose base salary is above the maximum as of the date of ratification of this agreement shall have his/her base salary reduced as a result of the application of this section. If the Employer elects to modify the salary ranges, and thereby increases the applicable range maximums, then maximum base salary rates affected by this section shall be adjusted accordingly, but in no case over the then applicable pay grade maximum.

- (d) Effective July 1, 2013 through June 30, 2014, a two (2%) percent across the board increase will be rolled into the base wages for each bargaining unit member active on the payroll as of June 30, 2013.
- (e) Effective July 1, 2014 through June 30, 2015, a two (2%) percent across the board increase will be rolled into the base wages for each bargaining unit member active on the payroll as of June 30, 2014.
- (f) Effective July 1, 2015 through June 30, 2016, a two (2%) percent across the board increase will be rolled into the base wages for each bargaining unit member active on the payroll as of June 30, 2015.
- (g) Effective July 1, 2016 through June 30, 2017 a two (2.0%) percent across the board increase will be rolled into the base wages for each bargaining unit member active on the payroll as of June 30, 2016.
- (h) The wages hereinabove provided shall be paid only for time worked, except as otherwise specifically provided for in this agreement.
- (i) Pay of Supervisors of Maintenance, Food Service and Clerical/Secretarial Employees:
 - (i) The Employer agrees that the bi-weekly pay of a Supervisor of Maintenance, Clerical/Secretarial, and Food Service employees shall not, during the term of this Agreement, be less than ten percent (10%) above the highest bi-weekly rate of the Maintenance, Clerical/Secretarial, and Food Service employees directly supervised by said supervisor on a regular basis.
 - (ii) Pay adjustments provided in Section 24.01(i)(i) above shall not be added to an employee’s base salary for the purpose of computing future adjustments in base salary.

- (j) The last pay check of the year will be paid out on the last working day of the calendar year.

Section 24.02 SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

- (a) If an employee is promoted to a classification in a higher pay grade, his or her base salary shall be increased by a minimum of eight percent (8%) or increased to the minimum of the salary range set forth for his or her new classification and pay grade, whichever is greater.
- (b) If an employee is transferred to another classification in the same pay grade, his or her base salary shall remain the same, except in those instances where the employee's salary is increased pursuant to the exercise of the Employer's prerogatives as otherwise provided in the Agreement.
- (c) If an employee is transferred to another classification in a lower pay grade as a result of a reduction in force or recall from layoff, his/her base salary shall be reduced by five percent (5%) or to the top of the salary range set forth for that classification and pay grade, whichever results in the greater reduction in salary; except, however, if the classification to which the employee is transferred was one formerly held by said employee, the employee shall be paid the salary he/she last received in the lower pay grade plus any interim adjustments, up to but not to exceed the maximum of the salary range said employee would have been entitled had he/she remained in the lower classification.
- (d) In the event that an employee bids on and is awarded a position in a lower pay grade, his/her salary shall be reduced by five percent (5%) or to the top of the salary range set forth for that classification and pay grade, whichever results in the greater reduction in salary.
- (e) If an employee is transferred to another classification in a lower pay grade as a result of a disciplinary demotion, said employee's salary shall be determined as follows:
 - (i) If the position was not formerly held by the employee, his/her salary shall be decreased to the minimum of the salary range set forth for that classification and pay grade.
 - (ii) If the classification to which the employee is transferred was formerly held by said employee, the employee shall be paid the salary he/she last received in the lower pay grade up to but not to exceed the mid- point of the salary range set forth for that classification and pay grade.

- (f) An employee who is temporarily transferred and assigned by the Employer for a period of fourteen (14) consecutive days or greater to perform the full range of duties of a classification in a higher pay grade than the classification to which they are regularly assigned shall, for the duration of such temporary transfer and assignment, receive an increase of five percent (5%) of his or her regular base salary or the minimum rate set forth for such higher classification and pay grade, whichever is greater.

Section 24.03 CLASS RANK LONGEVITY PAY

- (a) Class rank longevity pay shall be based on an employee's continuous service within a pay grade. Continuous service within a pay grade shall be broken by: quit, discharge, termination, promotion, demotion or loss of seniority.
- (b) A promotion or demotion (voluntary or involuntary) with a change in pay grade will result in a change of the employee's class rank date to the effective date of the promotion or demotion.
- (c) Any bargaining unit employee displaced to a lower pay grade through Section 14.03 above and who is recalled to their higher pay grade, shall have their class rank date restored to the date on record prior to the reduction in work force action. It will be the responsibility of the employee to bring the need for such an adjustment to the attention of Human Resources when they return to the higher pay grade level.
- (d) Increases based on class rank longevity will be effective on the individual's classification anniversary date.
- (e) Class rank longevity pay shall be based on the following class rank date schedule:

Continuous Service within pay grade	Class Rank Longevity Pay
0 or more and less than 10 years	Minimum of pay grade level
4 or more and less than 7 years	(20th) percentile of pay grade level
7 or more and less than 10 years	(40th) percentile of pay grade level
10 or more and less than 15 years	midpoint of pay grade level
15 years or more	maximum of pay grade level

- (f) Classification anniversary date is synonymous with classification rank date.

Section 24.04 GROUP MEDICAL BENEFITS

- (a) Effective January 1, 2014, the University shall provide and maintain the following medical benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's ninety first (91) day of service.
- (b) Employees shall have the option of participating in a comprehensive PPO, HMO or Health Savings Account Eligible PPO health plan in accordance with the described plan design.
- (c) Prescription Drug Coverage – The University will charge drug co-pays equal or less than the described plan design. A reputable Pharmacy Benefits Manager will administer the prescription benefits.
- (d) Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Employer provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 and over.
- (e) To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period. Employees hired on and after the date this agreement is ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her 91st day of employment.
- (f) Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, and adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such times as he/she enrolls them and makes proper application during an open enrollment period. Failure to timely remove former spouse may result in COBRA (Consolidated Omnibus Budget Reconciliation Act) ineligibility.

- (g) Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, additional eligible adult and eligible children under twenty-six (26) years of age, at a cost not to exceed the applicable cost for covered individuals.
- (h) Employees who select sponsored dependent coverage shall be required to pay the cost of such additional coverage.
- (i) The cost sharing provisions apply for the period that an employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In addition, if the employee is receiving long-term disability benefits, the cost sharing provisions apply the first three (3) months the employee is receiving said benefits. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his or her benefit costs at the group rate for the period that they are no longer on the active payroll except in those cases where as employee is injured on the job and receiving worker's compensation, in which case, medical benefits shall continue, in accordance with the Michigan Worker's Compensation Agency Law, until the employee no longer qualifies for worker's compensation or he/she terminates, whichever is sooner.
- (j) Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
 - (i) To employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
 - (ii) To surviving spouses and dependents upon the death of an employee;
 - (iii) To spouses and dependent children in the event of a divorce;
 - (iv) To dependent children who exceed the plans age limitations;
 - (v) To the spouses and dependents of employees who become eligible for Medicare coverage.
 - (vi) For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation.

The Employer may charge up to one hundred two percent (102 %) of the group contract rate.

- (k) Employees laid off are eligible to continue their health and dental coverage as dictated by COBRA, for a period of 18 months after their continuation of coverage for a layoff.
- (l) The cost of medical benefits for eligible dependents in the following categories shall be paid by the employee in full.
- (m) Other eligible dependents related to the employee by blood or marriage, or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax return.
- (n) An employee's medical benefits plan shall terminate on the date that he or she terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in paragraph D9. For employees who retire, coverage terminates at the end of the month in which they retire.
- (o) The University will provide employees not enrolled in a Health Savings Account (HSA) with the opportunity to participate in a pre-tax flexible spending account for health and dependent care expenses. Employees enrolled in an HSA will still have the opportunity to participate in pre-tax flexible spending account for dependent care expenses. The annual enrollment fee for this program will be paid by the University.
- (p) Due to the uncertainty of the Affordable Care Act, also known as Healthcare Reform, and other health care related existing and pending federal and state legislation that may cause a substantial increase in the cost to the University of providing the medical benefits as described, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- (q) An employee may elect to waive coverage under the above described health care benefit plans, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University plans. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available.
- (r) UAW 1976 Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of service to EMU,

or are at least sixty (60) years of age with ten (10) years of service to EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical and dental benefits if enrolled at the time of retirement. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office no later than thirty (30) days prior to the effective date of the Member's retirement. The Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Member is no longer eligible for benefits, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

- (s) The University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125) to provide tax benefits for medical and dependent care expenses. The annual enrollment fee for this program shall be paid by the University.
- (t) In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the University of providing the medical benefits described in this Article, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

Section 24.05 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- (a) The Employer shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his or her ninety-first (91st) calendar day of actual work. Following completion of one (1) year of benefits as above provided, the Employer shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment insurance in an equal amount, up to a maximum coverage level of \$100,000. When an employee reaches age sixty-five (65) and continues working, his or her insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.
- (b) The following table illustrates examples of the insurance benefit levels described above:

Examples of Base Salary	Less Than One (1) Year of Service	Over One (1) Year of Service	Age 65 and Over 65
\$19,001	\$20,000	\$40,000	\$26,000
20,000	20,000	40,000	26,000
22,400	23,000	46,000	29,900
22,900	23,000	46,000	29,900
24,500	25,000	50,000	32,500

Maximum Insurance Benefits is \$100,000.

- (c) To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.
- (d) Provided proper application and enrollment is made by an employee the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Section 24.04(i) above for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.
- (e) Changes in life insurance benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- (f) Such Group Life and Accidental Death and Dismemberment Insurance benefits plan shall terminate on the date that an employee terminates, is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. However, when an employee is terminated, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his or her group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily

pay if he or she had independently applied for an individual benefits plan at that time.

- (g) Employees laid off or on an authorized unpaid leave of absence may request the conversion of their group life and accidental death and dismemberment insurance benefits through the carrier.

Section 24.06 DENTAL CARE EXPENSE BENEFITS

Section 24.07 The Employer shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the ninety-first (91st) day of employment. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

Benefits	Dental Care Plan Pays	Employee Pays
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	100%	0%
Oral Surgery	75%	25%
Restorative	75%	25%
Periodontics	75%	25%
Endodontics	75%	25%
Prosthetic Appliances	50%	50%
Orthodontics	50%	50%
Maximum Contract Benefit	\$1,000.00 per person total per contract year.	

Orthodontia lifetime maximum benefit of \$1,500.00 per person.

- (a) To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as

herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

- (b) Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, his or her additional eligible adult, and eligible dependent children through twenty-six (26) years of age, at a cost not to exceed the applicable cost for single person, two (2) persons, family with three to four (3 to 4) individuals or family plus (greater than four (4) individuals) benefits, subject to the same rules set forth in Section 24.04(i) above, for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.
- (c) An employee's dental care benefits plan terminates on the date that the employee terminates, is laid off, the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. Employees are eligible for continuation of dental care benefits after their initial coverage continuation, as set forth in Section 24.04(m) above. For employees who retire, coverage terminates at the end of the month in which they retire.
- (d) Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth in Section 24.04(m) above, for the continuation of group medical benefits.
- (e) Due to the uncertainty of the Affordable Care Act, also known as Healthcare Reform, and other health care related existing and pending federal and state legislation that may cause a substantial increase in the cost to the University of providing the medical benefits as described, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

Section 24.08 LONG-TERM DISABILITY BENEFITS

- (a) The Employer agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the employee's completion of ninety (90) calendar days of regular employment. Such benefits shall be equal to sixty-five percent (65%) of the employee's regular monthly earnings, up to a maximum benefit of \$7000 per month, and shall begin on the ninety-first (91st) day of the disability. Such benefits shall also provide for eligible employees whose total disability commences at

or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Section 24.12 below.

- (b) To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.
- (c) Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Section 24.04(i), for the payment of group medical benefit costs.
- (d) Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- (e) An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, the disability benefits plan terminates, or the employee goes on an unpaid leave of absence.

Section 24.09 SHORT-TERM DISABILITY BENEFITS

- (a) The Employer agrees to provide and maintain short-term disability benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing on the first (1st) day of the month following the employee's completion of ninety (90) calendar days of regular employment. Such benefits shall be equal to sixty percent (60%) of the employee's regular weekly earnings; they shall begin after the first (1st) day of an accident or hospitalization and the eighth (8th) day of absence due to illness; and may continue up to a maximum of thirteen (13) weeks. Employees receiving short-term sickness and accident benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Section 24.12 below.

- (b) To qualify for short-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the University's Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as they complete a Personal Health Statement which substantiates insurability. The Short-Term Disability carrier makes the eligibility determination.
- (c) Provided proper enrollment and application is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Section 24.04(m) above, for the payment of group medical benefits cost, except the payment of three (3) additional months for employees receiving long-term disability benefits.
- (d) Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- (e) An employee's short-term disability benefits plan shall terminate on the date that an employee terminates, is laid off, retires, the short-term disability benefits plan terminates, or the employee goes on an unpaid leave of absence.

Section 24.10 HOLIDAYS

- (a) All employees covered by this Agreement shall receive holiday pay at the regular rate of pay, exclusive of shift differential for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day and the day before or after New Year's. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday. The three (3) regularly scheduled work days between the Christmas and New Year's holidays are designated as Seasonal Days.
- (b) Any of the above holidays which fall on a Saturday or Sunday shall be celebrated on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least

disruptive of services. In such situations, the holiday shall be deemed to be the day on which the holiday is celebrated pursuant to this section.

- (c) To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of the observance of the holiday unless he or she has an excused absence, is on vacation leave or has an absence previously approved by the supervisor; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday. For the purpose of this section, an excused absence shall be an absence caused by a condition beyond the control of the employee, which caused the employee to be absent.
- (d) A non-exempt employee required to work on a holiday as provided herein shall be paid at a rate equal to one and one-half (1-1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked on such holiday.
- (e) Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.

Section 24.11 VACATION

- (a) Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:
 - (i) Employees in classifications PT-1 through PT-5 shall accrue vacation as follows:
 - (ii) 4.6154 hours every two (2) week period for the first twenty-four (24) months of continuous service (15 days per year).
 - (iii) 6.1539 hours every two (2) week period for continuous service for the twenty-fifth (25th) month and for any month of continuous service thereafter (20 days per year).
 - (iv) Employees in classifications PT-6 and above shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service (20 days per year).
 - (v) Part-time employees shall accumulate prorated vacation time as provided in Section 1 and 2 above based on the ratio of the number of hours regularly worked and forty (40) hours.

- (b) For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days or paid holidays) more than fifty (50) percent of his regularly scheduled work days (based on the University payroll system).
- (c) If an employee is terminated prior to completing twelve (12) months of continuous service, he or she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee, however, may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he or she shall sign a form provided by the Employer stating that if his or her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he or she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his or her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he or she shall be entitled to receive all vacation rights accrued to the date of his or her termination.
- (d) The vacation pay of an employee (including regular part-time employees) will be based on the number of hours (excluding any hours for which overtime is paid) he or she regularly works and will be computed on the basis of the rate of pay he or she is earning, excluding any shift premiums, at the time he or she takes his or her vacation.
- (e) Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes his or her vacation.
- (f) All vacation shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. The vacation period shall commence on July 1st of each year and end on the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the immediately following vacation period and any employee who fails to take his or her vacation within that period shall forfeit all rights to such vacation time with the following exception:
 - (i) If an employee is unable to take his or her vacation during the appropriate vacation period because the Employer's work needs prevent it, he or she shall be allowed to carry over such accrued vacation into the next vacation period, with the written approval of Human Resources, and such unused vacation time must be taken during the next vacation period.

- (g) If it is to the mutual convenience of the Employer and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he/she has earned at any time during the year in which it is accruing.
- (h) Vacation schedules shall be set up by the Employer so as to permit the continued operation of all of the Employer's facilities and functions without interference.
- (i) An employee scheduled to work less than twelve (12) months a year (i.e., seasonally employed Bargaining Unit member) who is unable to take vacation during his/her employment period because the Employer's work needs prevent it, shall, at the time of the employee's seasonal release be paid his/her accrued vacation pay in lieu of taking time off for vacation.
- (j) Such payment shall only be made for vacation time accrued and not taken.
- (k) Such payment shall be made to seasonally employed Bargaining Unit members irrespective of their seniority date, provided they complete the full term of their seasonal appointment. By way of illustration but not by way of limitation, an employee appointed to work during the regular academic year (September 1 to April 30) who terminates prior to the first complete seasonal appointment shall not be eligible for such payment; however, a first year employee who completes the full term of his/her seasonal appointment shall receive such payment.

Section 24.12 SICK LEAVE

- (a) Unused Sick Leave shall not accumulate and each employee's unused Sick Leave shall remain at its level as of June 30, 1976, except that such Sick Leave accumulation may be utilized by employees who are in the employment of the Employer.
- (b) Each seniority employee who has completed his or her probationary period shall be granted ten (10) Sick Leave days. Each January 1st, each seniority employee's Sick Leave balance shall be re-established at ten (10) days. Such days are not accumulative.
- (c) Any of the ten (10) sick days may be used for individual or family illness or injury as provided for in this provision.
- (d) With the advance approval of his or her supervisor, an employee shall be allowed to use three (3) of the ten (10) sick days for personal use. With advance written approval of his or her supervisor, an employee may be allowed to make such a personal day contiguous with Annual Leave or a holiday.

- (e) Employees shall be eligible for Sick Leave in accordance with the provisions of this Article after completion of ninety (90) days of employment. A newly hired employee shall, following the completion of his or her probationary period, be credited with three-fourths (3/4) of a day [six (6) hours] of Sick Leave for each month or major portion thereof, between his or her first actual day of work and the following December 31st.
- (f) A part-time employee shall accumulate Sick Leave as provided for in Section 24.12(b) above, prorated based on the ratio between the number of hours regularly worked and forty (40) hours. A full-time employee who has less than a ten (10) month appointment shall accumulate Sick Leave as provided for in Section 24.12(b) above, prorated based on the ratio between the number of months of their appointment and twelve (12) months.
- (g) A seniority employee unable to work because of illness or injury or because of illness or injury of a member of his or her immediate family (subject to the provisions of Section 24.12(b) above, may use his or her Sick Leave credit in any week of the year in which he or she is scheduled to be on the payroll, but only for the number of working days in the work week for which he or she is scheduled to receive remuneration.
- (h) Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A workweek shall be interpreted to mean any five- (5) days of a regular week, except as modified by the terms of Section 21.04(d)(i) above to Section 21.04(d)(vi) above.
- (i) If an employee elects to use his or her Sick Leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receives his or her regular earnings, the monetary value of the accrued Sick Leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his or her regular earnings and his or her compensation benefits for each pay period.
- (j) Whenever a seniority employee has used up all of his or her Sick Leave credit provided for in Section 24.12(b) above, he or she will be removed from the payroll until he or she reports back to duty, except that an employee who has Sick Leave days accumulated as of June 30, 1976, may utilize such accumulated Sick Leave days in accordance with this provision if he or she previously used no less than six (6) of the Sick Leave days provided in Section 24.12(b) above or such prorated portion thereof as provided in Section 24.12(b) above and who is unable to work because of sickness or injury shall, upon request, be placed on a Medical Leave of Absence

without pay effective upon exhaustion of such Sick Leave credits. The Employer may require a statement from the employee's doctor if such leave extends for more than five (5) days beyond exhaustion of such Sick Leave credits.

- (k) Sick Leave utilized by an employee for illness or injury of a member of the immediate family shall be based on the merit of the case and limited by the following provisions:
 - (i) Such use is not to exceed the employee's remaining sick leave hours in any fiscal year.
 - (ii) "Immediate Family" for purposes of this policy shall be interpreted as husband, wife, additional eligible adult, father, mother, children, sister, brother, mother-in-law, and father-in-law.
 - (iii) Requests for the above shall be routed through normal administrative channels and be decided by the Chief Human Resources Officer.
- (l) An employee may not use Sick Leave and concurrently receive benefits from a University authorized disability insurance plan. It is the policy of the University that all absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his or her department absorbs the work or the institution provides a substitute. Absences chargeable to sick leave for any other reason will be considered on the basis of merit by the Director of Employee Relations. The Union recognizes that the University may continue such policy in debiting such sick days provided in the Labor Agreement. The Union further recognizes that as part of the Employer management right as specified in the Labor Agreement, the University may adopt a rule that employees furnish proof of sickness or illness in order to be compensated for an absence under the sick leave provisions of the Agreement.

Section 24.13 RETIREMENT AND DEATH BENEFITS

- (a) Retirement Benefits
- (b) Subject to the conditions set forth below, employees who have at least a fifty percent (50%) or greater appointment at the time of enrollment may participate in one (1) of the following retirement programs (in the event an employee's percent of appointment later drops below 50%, such employee shall continue participating in the plan in which initially enrolled):

- (i) Michigan Public School Employees Retirement System (MPERS)
- (ii) NOTE: Employees who, as of December 31, 1995, were enrolled in MPERS shall continue participating in the plan, subject to the rules, policies and requirements established by the State of Michigan for participation in the plan. Employees hired on and after January 1, 1996 are not eligible to enroll in MPERS unless such employee has prior MPERS service at one or more of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, Western Michigan University.
- (iii) Teachers Insurance and Annuities Association - College Retirement Equities Fund (TIAA-CREF).
- (c) Each eligible employee must elect to participate in one (1) of these retirement programs within thirty (30) calendar days of the commencement of his or her regular employment with the University. Any employee, who does not make such an election within the thirty (30) calendar day time period, may thereafter enroll in one (1) of the available plans by completing an enrollment application in the Benefits Office. Retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive. Once an employee has been so enrolled such enrollment shall be irrevocable.
- (d) Employer Contributions
- (e) The Employer shall contribute the amount specified annually by the State of Michigan for each employee participating in the Michigan Public School Employees Retirement System.
- (f) The Employer shall contribute ten percent (10%) of an employee's gross earnings to the TIAA-CREF Retirement Plan for those employees participating in said plan hired on or prior to June 30, 2013.
- (g) Effective on July 1, 2013, employees hired into the bargaining unit will receive retirement benefits in accordance with the following University retirement plan:
- (h) The employer will contribute 5% of employee earning to TIAA-CREF with no required employee contribution. Employees will have 100% vesting after two (2) years of service. Employees may choose to contribute at least 5% of earning for an additional employer match of 5% of earnings.

- (i) Payment of Unused Sick Leave Benefits
- (j) Employees hired prior to July 1, 1976, who separate from University employment for retirement purposes in accordance with the provisions of the Michigan Public School Employees Retirement Fund (and with ten (10) or more years of service at EMU and who are over age fifty (50) on their date of separation) shall be paid fifty percent (50%) of their unused Sick Leave, if any, as provided in Section 24.12(a) above as of the effective date of separation. Such payments are to be made at the employee's rate of pay at the date of separation.
- (k) Life Insurance
 - (l) If an employee is over age fifty (50) and has ten (10) or more years of service at EMU at the time he or she retires, he or she shall be entitled to a lifetime benefit of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by the Employer at no cost to the employee. Employees, who retire on or after January 1, 1994, shall be entitled to a lifetime benefit of four thousand dollars (\$4,000) of life insurance benefits. Employees who retire on or after July 1, 2002, shall be entitled to a lifetime benefit of seven thousand dollars (\$7,000) of life insurance benefits.
- (m) Death Benefits
- (n) Payment of Unused Sick Leave Benefits
- (o) In the case of the death of an employee hired prior to July 1, 1976, payment of fifty percent (50%) of the unused Sick Leave, if any, as provided in Section 24.12(a) above, shall be made to the beneficiary or estate. Such payments will be made at his or her regular rate of pay as of the day of death.
- (p) Payment of Accrued Wages and Unused Vacation Benefits
- (q) All accrued wages and vacation benefits earned and unpaid as of an employee's death shall be paid to the employee's designated beneficiary or estate.

Section 24.14 UNIFORMS

- (a) The Employer agrees to reimburse each Maintenance Supervisor who is required by the Employer to wear a work uniform for the cost of such uniform clothing, up to \$150 per year. The employee must provide adequate proof of purchase to the Employer to be eligible for reimbursement. It is understood that the Employer, in its sole discretion, shall determine, by department, whether such supervisors

will be required to wear work uniforms, and if so required the type of uniform(s) to be worn. It is further understood that uniform clothing reimbursement procedures shall be determined by the department(s) involved.

- (b) The Employer further agrees to continue its present policy of providing three (3) work uniforms per year for nurses, and three (3) laboratory type coats or smocks per year for Food Service Supervisors and any other employees who are required by the Employer to wear such coats or smocks.
- (c) Each employee who is provided with the above-mentioned reimbursement, uniforms, or other garments is required to wear his or her uniform or garment during working hours. It is the responsibility of each employee to ensure that his or her work uniforms or other garments are properly laundered and repaired.

Article XXV. HEALTH AND SAFETY

Section 25.01 The Employer shall make reasonable provisions for the health, safety and first aid of its employees during hours of employment. This section shall not be interpreted to subject the Employer to any personal or contract damage liability.

Section 25.02 Health and Safety concerns may be addressed through Special Conference, as requested by the Union. Such Special Conference shall be convened within twenty-four (24) hours of the Union's request and may be scheduled outside of regularly scheduled working hours if deemed appropriate by the Employer.

Section 25.03 Grievances of Health and Safety concerns unresolved through Special Conferences may be initiated at Step III of the Grievance procedure set forth in Section 11.04 above.

Section 25.04 The Union President, or his or her designee, shall be granted release time, without loss of pay, to participate as a member of the University's Safety Committee.

Article XXVI. MISCELLANEOUS

Section 26.01 UNION MEETINGS

- (a) The Union shall be permitted the use of University facilities which are generally available to the public, for regular and special business meetings of the Union, provided the Union makes application and conforms to all regulations, established by the Employer. It is understood that any additional expenses incurred by the Employer

(other than providing normal meeting facilities) shall be charged to the Union.

Section 26.02 MAIL

- (a) The Union shall have the right to use the Campus Mail Service for official correspondence to Union Officials. The Union shall also have the right to use the Campus Service for newsletters and notices of regular and special meetings and activities, providing that the number of such mailings of notices and newsletters does not exceed fifteen (15) per calendar year.

Section 26.03 REST AREAS

- (a) Rest areas as currently provided, or comparable facilities, shall be maintained for the duration of this Agreement.

Section 26.04 PAY PERIODS

- (a) Employees shall be paid a salary on a bi-weekly basis.

Section 26.05 PARKING FACILITIES

- (a) For all bargaining unit members who will need a parking hang tag, commencing on September 1, 2007, employees in this bargaining unit will begin paying a parking fee of \$2.00 per week for the hang tag. If administratively possible and to the extent permitted under applicable state and federal law, such fees may be paid on a pre-tax basis through automatic payroll deductions.

Section 26.06 BLOOD BANK

- (a) Eastern Michigan University Administrative, Professional and Technical staff may continue to participate in the blood bank program, subject to the terms of the program as may be provided in conjunction with the American Red Cross.

Section 26.07 CREDIT UNION

- (a) Employees shall be allowed to participate in the Eastern Michigan University Credit Union subject to such services as may be provided by the Credit Union. The payroll deduction shall be continued for those employees who fill out the appropriate forms in the Credit Union Office.

Section 26.08 EDUCATIONAL OPPORTUNITIES

- (a) Admission to social, cultural and athletic functions will be in accordance with the established policies of the institution. Use of library facilities is extended to employees.

Section 26.09 TUITION WAIVER PROGRAM

- (a) Employees enrolled in the tuition waiver program are subject to taxation as directed by the current IRS regulation Section 127.
- (b) A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.
- (c) An employee shall be eligible for a tuition waiver if he or she satisfies the following terms and conditions:
 - (i) The employee must have completed his/her probationary period prior to the first day of classes of the term or semester for which he or she plans to register.
 - (ii) The employee must present evidence of admission to the Employer's Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.
 - (iii) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of the Fall, Winter or Spring/Summer sessions, but in no case later than the deadline for 100% drop date announced in the Class Schedule Book for the applicable semester.
 - (iv) Failure to submit an application for approval within the required time-lines may forfeit the employee's eligibility for that term.
 - (v) The employee must agree to reimburse the Employer for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the Employer for tuition waiver benefits forfeited by the employee, the employee shall authorize the Employer to collect such amounts through deductions from his or her pay in amounts not to exceed twenty five percent (25%) of the gross amount of each biweekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

- (d) Eligible full-time employees shall be entitled to full tuition waiver benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees with less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits. Tuition Waiver benefits for employees who are laid off will continue through the end of the semester in which the layoff occurs.
- (e) The employee must take courses during non-working hours.
- (f) An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
 - (i) The employee voluntarily terminates his or her active employment with the University prior to the completion of the term or semester for which he or she is enrolled.
 - (ii) A grade of “pass”, or “C” or above (“B” for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of “C-” (undergraduate) and “B-” (graduate) are unacceptable.
 - (iii) A mark of “Incomplete” (I) is received and not converted to a passing grade within twelve (12) months following the completion of the semester in which the course was taken, or the date the employee’s employment terminates, whichever is earlier.
 - (iv) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exception may be made through the regularly established appeal process in the Student Accounting Office, and by the Director of Benefit Programs upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee’s work schedule and the course he/she is enrolled in, etc.).

Section 26.10 AUDITING OF CLASSES

- (a) Regular employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:
 - (i) The employee must submit a completed application to the Benefits Office not less than five (5) working days prior to the first day of classes of each semester in which classes will be audited.
 - (ii) All classes must be audited during non-working hours.

- (b) The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

Section 26.11 TUITION WAIVER PROGRAM FOR EMPLOYEE SPOUSES, ADDITIONAL ELIGIBLE ADULTS, AND DEPENDENT CHILDREN

- (a) A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses, additional eligible adult, and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees, which may be charged, shall be borne by the spouse, additional eligible adult, or dependent child.
- (b) A bargaining unit member's spouse, additional eligible adult, or dependent child shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
 - (i) The spouse or dependent child must present evidence of admission to EMU's Staff Benefits Office confirming that:
 - 1) He/she is the dependent child, spouse of a bargaining unit member. A dependent child shall be defined as (a) legally dependent children of eligible staff and (b) children who have eligible staff as their legal guardian.
 - 2) He/she has satisfied all admission requirements and is eligible to enroll for courses. (2) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of the Fall, Winter or Summer sessions but in no case later than the deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
 - (c) A grade Failure to submit an application for approval within the required timelines may forfeit the spouse, additional eligible adult, or dependent's eligibility for that term.
 - (d) Upon the employee's termination from the University, tuition waiver benefits for eligible spouse, additional eligible adult, and dependent children shall cease at the end of the semester in which the termination occurs.
 - (e) A bargaining unit member's spouse, additional eligible adult, or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the

University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.

- (f) It is intended that only a fifty percent (50%) Tuition Waiver be provided to any one (1) dependent irrespective of whether or not both parents are employed by the University.
- (g) An eligible spouse, additional eligible adult, or dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
 - (i) A grade of “pass” or “C” or above is not achieved in any course for which tuition waiver is obtained. Grades of “C-” are not acceptable.
 - (ii) A mark of “Incomplete” (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the sponsoring employee’s employment terminates, whichever is earlier.
 - (iii) The spouse, additional eligible adult, or dependent withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student Accounting Office and by the Director of Benefit Programs upon a showing of appropriate cause by the spouse, or dependent (e.g., prolonged incapacitating illness, or the like).

Section 26.12 WASHTENAW COMMUNITY COLLEGE

- (a) The parties recognize that both the Employer and the individual employee may benefit from off-duty technical/vocational training not routinely offered by the Employer that is directly related to skills and abilities needed in an employee’s present job assignment.
- (b) To the extent the Employer may, in its sole and exclusive discretion, elect to fund and make such self-development opportunities available, eligible employees shall be reimbursed for the full tuition cost of up to three (3) credit hours per semester at Washtenaw Community College. This program covers tuition only. Registration and other incidental fees and expenses shall be borne by the employee.
- (c) An employee shall be eligible for tuition reimbursement if he/she satisfies the following terms and conditions:

- (d) The employee must be a seniority employee within the bargaining unit prior to the first day of classes of the semester for which he/she plans to register.
- (e) The employee must have received no prior disciplinary actions within the preceding 24-month period. (At the Employer's discretion, this restriction may be waived).
- (f) The employee must present evidence to the Employer confirming that he/she has satisfied all admission requirements and is eligible to enroll in the courses for which tuition reimbursement is being requested.
- (g) The employee must submit a completed application for tuition reimbursement to the Employer not less than five (5) working days prior to the last day of registration. This application must describe the job-related nature of the instructional training and be signed and approved by the employee's Department Head. Upon verification of eligibility, and the availability of funds, a tuition reimbursement entitlement form will be issued to the employee by the Employer. An employee must allow twenty-four (24) hours for approval prior to picking up the tuition reimbursement entitlement form. Upon submission by the employee to the Employer of the approved tuition reimbursement entitlement form and evidence that the employee has satisfactorily completed the course, the Employer will issue the reimbursement check.
- (h) NOTE: Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that semester.
- (i) Eligible full-time employees shall be entitled to full tuition reimbursement benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition benefits.
- (j) The employee must take courses during non-working hours.
- (k) The employee must agree that tuition reimbursement benefits shall be forfeited under the terms and conditions hereinafter provided:
 - (i) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is enrolled.

- (ii) The employee fails to complete a course within the semester in which it is taken, or fails to provide to the Employer, within thirty (30) calendar days of the end of the semester in which the course is taken, satisfactory evidence of having achieved a grade of “Pass” or “C” or above.
- (iii) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Employer upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee’s work schedule and the course he/she is enrolled in, etc.).

Section 26.13 BOOK STORE DISCOUNTS

- (a) Administrative, Professional and Technical employees shall be allowed a discount on items purchased in the University’s Book Store in accordance with University policy.

Section 26.14 TRAVEL EXPENSES

- (a) Travel and expenses will be paid by the Employer for attending work related conferences, seminars, etc., that have been approved in advance. All funds distributed to the employee will be in accordance with the University travel and reimbursement policies then in effect.

Section 26.15 STAFF I.D.’S

- (a) Staff I.D’s will be provided by the Employer.

Section 26.16 HEALTH SERVICES

- (a) Health Services are available to the Administrative, Professional and Technical staff covered by this Agreement in accordance with established Health Service policies as they presently exist or as modified by the Employer.

Section 26.17 WAGE OVERPAYMENTS

- (a) On occasion, due to clerical or accounting oversight, employees are paid wages not due them. In such instances the Employer shall retrieve such overpayments, irrespective of when they were made. In order to not unduly penalize Bargaining Unit members who receive wage overpayments in amounts that would reasonably go unnoticed, such employees shall not be required to reimburse the University for overpayments at a rate greater than ten percent (10%) of their bi-

weekly base salary, provided they remain on the University's active payroll.

Section 26.18 STAFF TRAINING REIMBURSEMENT

- (a) In those cases where the University has incurred training costs for training an employee through "third party" sources, such costs and other related expenses such as, but not limited to, travel, transportation, lodging, certification fees, registration and tuition fees and the like shall be treated as a loan to the employee. The loan shall be considered forgiven by the University as of the first of the month following the employee's completion of a term of continuous employment as a regular University employee following completion of the applicable training course as described in the schedule found below. The loan shall be immediately due and payable in full if the employee terminates his or her employment with the University prior to completing the appropriate term of service.

Total Training Expense	Term of Service
Under \$4,000	(no requirement)
\$4,000 and over	Twelve (12) months

- (b) In-service Training (programs conducted by University personnel on University premises), or classes covered in full by the tuition waiver provisions of Section 26.09 above are excluded from the application of this provision.

Article XXVII. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

Section 27.01 Administrative/Professional positions (A/P), pursuant to the University classification system are frequently made available to qualified bargaining unit members. To encourage participation and to provide uniform institutional policies/practices with respect to all persons so appointed, the parties agree as follows:

- (a) A bargaining unit member appointed to an administrative appointment shall be transferred from Bargaining Unit status to non-Bargaining Unit status for the duration of his/her appointment.
- (b) As a non-bargaining unit employee, a professional-technical employee shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.

- (c) Upon the expiration of his/her appointment to an Administrative position, the bargaining unit member shall be returned to the bargaining unit and his/her former department and position.
- (d) The base salary of a bargaining unit member returned to the bargaining unit from an Administrative appointment shall be adjusted as if he/she had not held such position.
- (e) The Union shall be notified within thirty (30) days of the appointment of a bargaining unit member to an Administrative position, and within thirty (30) days of his/her return to the bargaining unit.

Article XXVIII. CONFORMITY TO LAW

Section 28.01 In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only, within sixty (60) calendar days of the decision.

Article XXIX. DURATION AND AMENDMENT

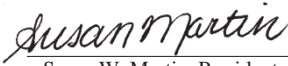
Section 29.01 This Agreement was ratified by the Board of Regents on June 29, 2013 and is effective on July 1, 2013 and continues through June 30, 2017. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing between the ninetieth (90th) day and sixtieth (60th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

Section 29.02 If, pursuant to such negotiations, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

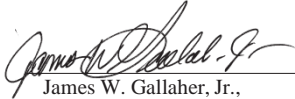
SIGNATURES

In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on the 29th day of June, 2013.

EASTERN MICHIGAN UNIVERSITY



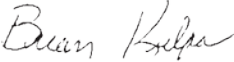
Susan W. Martin, President



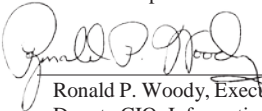
James W. Gallaher, Jr.,
Chief Human Resources Officer



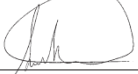
David A. Trakul,
Director, Employee Relations



Brian Kulpa, Assistant Vice President,
Business Operations / Student Services

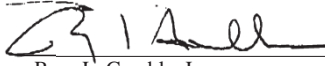


Ronald P. Woody, Executive Director and
Deputy CIO, Information Technology

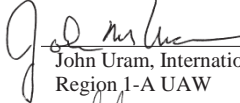


Scott Storrar, Director Facilities Planning, &
Construction, Physical Plant Administration

UAW/TOP Local 1976



Rory L. Gamble, Jr.,
Director, Region 1-A UAW



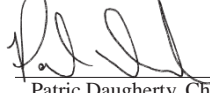
John Uram, International Representative,
Region 1-A UAW



William Heilman, Jr.,
President, UAW Local 1976



Dave Wilcox, Vice President,
UAW Local 1976



Patric Daugherty, Chairperson,
Bargaining Committee UAW Local 1976



Arnold Barr, Member Bargaining Committee
UAW Local 1976



Eric Ward, Member Bargaining Committee
UAW Local 1976

APPENDIX A: SALARY AND WAGE SCHEDULE

Professional Technical (PT) Salary and Wage Schedule - Biweekly Plan - Effective July 1st, 2013

PLAN	GRADE	MINIMUM		20th Percentile		40th Percentile		MIDPOINT		MAXIMUM	
		ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY
PT	03	\$28,782	\$1,106.99	\$30,306	\$1,165.62	\$31,830	\$1,224.24	\$32,594	\$1,253.60	\$36,403	\$1,400.10
PT	04	\$31,295	\$1,203.66	\$32,821	\$1,262.33	\$34,346	\$1,321.02	\$35,107	\$1,350.28	\$38,922	\$1,497.02
PT	05	\$34,582	\$1,330.07	\$36,724	\$1,412.46	\$38,865	\$1,494.81	\$39,937	\$1,536.03	\$45,291	\$1,741.95
PT	06	\$38,218	\$1,469.93	\$40,921	\$1,573.90	\$43,625	\$1,677.90	\$44,980	\$1,729.99	\$51,737	\$1,989.89
PT	06*	\$39,827	\$1,531.79	\$42,667	\$1,641.02	\$45,506	\$1,750.24	\$46,925	\$1,804.81	\$54,025	\$2,077.88
PT	07	\$43,047	\$1,655.64	\$46,306	\$1,781.00	\$49,566	\$1,906.38	\$51,197	\$1,969.12	\$59,345	\$2,282.52
PT	08	\$48,236	\$1,855.23	\$52,470	\$2,018.07	\$56,703	\$2,180.88	\$58,821	\$2,262.35	\$69,404	\$2,669.39
PT	08*	\$50,349	\$1,936.50	\$54,794	\$2,107.48	\$59,240	\$2,278.44	\$61,462	\$2,363.91	\$72,574	\$2,791.31
PT	09	\$54,506	\$2,096.37	\$59,847	\$2,301.83	\$65,189	\$2,507.28	\$67,860	\$2,610.00	\$81,214	\$3,123.60
PT	09*	\$59,356	\$2,282.92	\$65,232	\$2,508.93	\$71,107	\$2,734.89	\$74,046	\$2,847.93	\$88,735	\$3,412.87
PT	10	\$60,807	\$2,338.74	\$66,841	\$2,570.79	\$72,873	\$2,802.80	\$75,891	\$2,918.88	\$90,973	\$3,498.95
PT	10*	\$66,287	\$2,549.50	\$72,923	\$2,804.73	\$79,560	\$3,060.00	\$82,877	\$3,187.59	\$99,468	\$3,825.71
PT	11	\$67,576	\$2,599.08	\$74,931	\$2,881.97	\$82,287	\$3,164.90	\$85,966	\$3,306.39	\$104,354	\$4,013.62
PT	12	\$75,919	\$2,919.96	\$84,307	\$3,242.58	\$92,697	\$3,565.25	\$96,890	\$3,726.55	\$117,862	\$4,593.14
PT	13	\$86,405	\$3,323.28	\$96,051	\$3,694.28	\$105,699	\$4,065.33	\$110,523	\$4,250.87	\$134,638	\$5,178.39

Base Pay Unit: Annual

Annual Rate = Biweekly Rate * 26.0

Biweekly Rate = Annual Rate / 26.0

Hourly Rate = Annual Rate / 2080 or
Biweekly/80.0

Professional Technical (PT) Salary and Wage Schedule - Biweekly Plan - Effective July 1st, 2014

PLAN	GRADE	MINIMUM		20th Percentile		40th Percentile		MIDPOINT		MAXIMUM	
		ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY
PT	03	\$29,357	\$1,129.13	\$30,912	\$1,188.94	\$32,467	\$1,248.72	\$33,246	\$1,278.67	\$37,131	\$1,428.10
PT	04	\$31,921	\$1,227.74	\$33,477	\$1,287.58	\$35,033	\$1,347.44	\$35,809	\$1,377.28	\$39,701	\$1,526.96
PT	05	\$35,273	\$1,356.67	\$37,459	\$1,440.71	\$39,642	\$1,524.71	\$40,736	\$1,566.75	\$46,197	\$1,776.79
PT	06	\$38,982	\$1,499.32	\$41,740	\$1,605.38	\$44,498	\$1,711.46	\$45,879	\$1,764.58	\$52,772	\$2,029.68
PT	06*	\$40,623	\$1,562.42	\$43,520	\$1,673.84	\$46,416	\$1,785.25	\$47,864	\$1,840.91	\$55,105	\$2,119.44
PT	07	\$43,907	\$1,688.75	\$47,232	\$1,816.62	\$50,557	\$1,944.51	\$52,221	\$2,008.50	\$60,532	\$2,328.17
PT	08	\$49,201	\$1,892.34	\$53,519	\$2,058.43	\$57,837	\$2,224.50	\$59,998	\$2,307.60	\$70,792	\$2,722.77
PT	08*	\$51,356	\$1,975.23	\$55,890	\$2,149.63	\$60,424	\$2,324.01	\$62,691	\$2,411.19	\$74,026	\$2,847.14
PT	09	\$55,596	\$2,138.29	\$61,044	\$2,347.86	\$66,493	\$2,557.42	\$69,217	\$2,662.20	\$82,838	\$3,186.07
PT	09*	\$60,543	\$2,328.58	\$66,537	\$2,559.10	\$72,529	\$2,789.59	\$75,527	\$2,904.89	\$90,509	\$3,481.13
PT	10	\$62,023	\$2,385.51	\$68,177	\$2,622.21	\$74,330	\$2,858.86	\$77,409	\$2,977.26	\$92,792	\$3,568.92
PT	10*	\$67,613	\$2,600.49	\$74,381	\$2,860.82	\$81,151	\$3,121.20	\$84,535	\$3,251.34	\$101,458	\$3,902.23
PT	11	\$68,928	\$2,651.06	\$76,430	\$2,939.61	\$83,933	\$3,228.20	\$87,685	\$3,372.52	\$106,441	\$4,093.90
PT	12	\$77,437	\$2,978.36	\$85,993	\$3,307.43	\$94,551	\$3,636.56	\$98,828	\$3,801.08	\$120,219	\$4,623.81
PT	13	\$88,133	\$3,389.74	\$97,972	\$3,768.17	\$107,812	\$4,146.63	\$112,733	\$4,335.89	\$137,331	\$5,281.96

Base Pay Unit: Annual

Annual Rate = Biweekly Rate * 26.0

Biweekly Rate = Annual Rate / 26.0

Hourly Rate = Annual Rate / 2080 or
Biweekly/80.0

Professional Technical (PT) Salary and Wage Schedule - Biweekly Plan - Effective July 1st, 2015

PLAN	GRADE	MINIMUM		20th Percentile		40th Percentile		MIDPOINT		MAXIMUM	
		ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY
PT	03	\$29,944	\$1,151.71	\$31,531	\$1,212.72	\$33,116	\$1,273.69	\$33,910	\$1,304.25	\$37,873	\$1,456.66
PT	04	\$32,560	\$1,252.29	\$34,146	\$1,313.33	\$35,734	\$1,374.39	\$36,526	\$1,404.83	\$40,495	\$1,557.49
PT	05	\$35,979	\$1,383.81	\$38,208	\$1,469.53	\$40,435	\$1,555.20	\$41,550	\$1,598.09	\$47,120	\$1,812.32
PT	06	\$39,762	\$1,529.31	\$42,575	\$1,637.48	\$45,388	\$1,745.69	\$46,797	\$1,799.88	\$53,827	\$2,070.28
PT	06*	\$41,436	\$1,599.67	\$44,390	\$1,707.32	\$47,345	\$1,820.95	\$48,821	\$1,877.73	\$56,207	\$2,161.83
PT	07	\$44,786	\$1,722.52	\$48,177	\$1,852.95	\$51,568	\$1,983.40	\$53,265	\$2,048.67	\$61,743	\$2,374.73
PT	08	\$50,185	\$1,930.18	\$54,590	\$2,099.60	\$58,994	\$2,268.99	\$61,197	\$2,353.75	\$72,208	\$2,777.23
PT	08*	\$52,383	\$2,014.74	\$57,008	\$2,192.62	\$61,633	\$2,370.49	\$63,945	\$2,459.41	\$75,506	\$2,904.08
PT	09	\$56,708	\$2,181.06	\$62,265	\$2,394.82	\$67,823	\$2,608.57	\$70,602	\$2,715.45	\$84,495	\$3,249.79
PT	09*	\$61,754	\$2,375.15	\$67,867	\$2,610.29	\$73,980	\$2,843.38	\$77,038	\$2,962.99	\$92,320	\$3,550.75
PT	10	\$63,264	\$2,433.22	\$69,541	\$2,674.65	\$75,817	\$2,916.04	\$78,957	\$3,036.81	\$94,648	\$3,640.30
PT	10*	\$68,965	\$2,652.50	\$75,869	\$2,918.04	\$82,774	\$3,183.62	\$86,225	\$3,316.36	\$103,487	\$3,980.27
PT	11	\$70,306	\$2,704.08	\$77,958	\$2,998.40	\$85,612	\$3,292.77	\$89,439	\$3,439.97	\$108,570	\$4,175.77
PT	12	\$78,986	\$3,037.93	\$87,713	\$3,373.58	\$96,442	\$3,709.29	\$100,805	\$3,877.11	\$122,623	\$4,716.28
PT	13	\$89,896	\$3,457.54	\$99,932	\$3,843.53	\$109,969	\$4,229.57	\$114,988	\$4,422.61	\$140,078	\$5,387.60

Base Pay Unit: Annual

Annual Rate = Biweekly Rate * 26.0

Biweekly Rate = Annual Rate / 26.0

Hourly Rate = Annual Rate / 2080 or
Biweekly/80.0

Professional Technical (PT) Salary and Wage Schedule - Biweekly Plan - Effective July 1st, 2016

PLAN	GRADE	MINIMUM		20th Percentile		40th Percentile		MIDPOINT		MAXIMUM	
		ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY
PT	03	\$30,543	\$1,174.74	\$32,161	\$1,236.97	\$33,778	\$1,299.17	\$34,589	\$1,330.33	\$38,631	\$1,485.80
PT	04	\$33,211	\$1,277.34	\$34,829	\$1,339.59	\$36,449	\$1,401.87	\$37,256	\$1,432.93	\$41,305	\$1,588.64
PT	05	\$36,699	\$1,411.48	\$38,972	\$1,498.92	\$41,244	\$1,586.30	\$42,381	\$1,630.05	\$48,063	\$1,848.57
PT	06	\$40,557	\$1,539.90	\$43,426	\$1,670.23	\$46,296	\$1,780.60	\$47,733	\$1,835.87	\$54,904	\$2,111.68
PT	06*	\$42,264	\$1,625.55	\$45,278	\$1,741.47	\$48,292	\$1,837.37	\$49,797	\$1,915.28	\$57,332	\$2,205.06
PT	07	\$45,681	\$1,756.97	\$49,140	\$1,890.01	\$52,600	\$2,023.07	\$54,331	\$2,089.64	\$62,978	\$2,422.23
PT	08	\$51,188	\$1,968.79	\$55,681	\$2,141.59	\$60,173	\$2,314.36	\$62,421	\$2,400.82	\$73,652	\$2,832.77
PT	08*	\$53,431	\$2,055.03	\$58,148	\$2,236.47	\$62,865	\$2,417.90	\$65,224	\$2,508.60	\$77,016	\$2,962.16
PT	09	\$57,842	\$2,224.68	\$63,511	\$2,442.72	\$69,179	\$2,660.74	\$72,014	\$2,769.76	\$86,185	\$3,314.79
PT	09*	\$62,989	\$2,422.65	\$69,225	\$2,662.49	\$75,460	\$2,902.29	\$78,579	\$3,022.25	\$94,166	\$3,621.77
PT	10	\$64,529	\$2,481.89	\$70,932	\$2,728.15	\$77,333	\$2,974.36	\$80,536	\$3,097.54	\$96,541	\$3,713.11
PT	10*	\$70,344	\$2,705.55	\$77,386	\$2,976.40	\$84,430	\$3,247.30	\$87,950	\$3,382.69	\$105,557	\$4,059.87
PT	11	\$71,712	\$2,758.16	\$79,518	\$3,058.37	\$87,324	\$3,338.62	\$91,228	\$3,508.77	\$110,742	\$4,259.29
PT	12	\$80,566	\$3,098.69	\$89,467	\$3,441.05	\$98,370	\$3,783.48	\$102,821	\$3,954.65	\$125,076	\$4,810.61
PT	13	\$91,694	\$3,526.69	\$101,930	\$3,920.40	\$112,168	\$4,314.16	\$117,288	\$4,511.06	\$142,879	\$5,495.35

Base Pay Unit: Annual

Annual Rate = Biweekly Rate * 26.0

Biweekly Rate = Annual Rate / 26.0

Hourly Rate = Annual Rate / 2080 or
Biweekly/80.0

APPENDIX B: AUTOMATIC PROGRESSION

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS OF AMERICA, AND ITS TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

RE: Automatic Progression

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that employees in Information Communication Technology (ICT) will be eligible for upgrading and reclassification within their same classification series (i.e., one of the designated "Job Families") based on attaining and demonstrating the requisite skill level. Additionally, you must have been in a PT8* position for a minimum of two years before being eligible for an up grade to PT9*. Further, you must have been in the PT9* position for a minimum of four years before becoming eligible for an upgrade to a PT10*. The procedure for such progression to a higher pay grade within the same series as follows:

When an employee believes she/he is qualified to move to the next level in the same series, the employee may submit an updated skill review to his/her administrative supervisor with an e-mail request for consideration for a reclassification. The administrative supervisor and the Chief Information Officer of Information Communication Technology (ICT) will review the employee's qualifications. If they concur that the employee meets the qualifications for the next level, the Chief Information Officer Information Communication Technology (ICT) will provide supporting rationale to Compensation and Employment Services recommending the reclassification and the increase in salary. Employees must be in a classification for at least six months before submitting a request for reclassification. If reclassification is denied, the employee must wait at least six-months before submitting a subsequent request for upgrade.

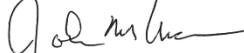
It is further understood and agreed that should an employee denied automatic progression consider the denial to be improper, he or she may present a grievance in writing through the Chairperson of the Grievance Committee to the Director of Employee Relations, or his or her designee, at the Third Step of the grievance procedure.

EASTERN MICHIGAN UNIVERSITY



David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



John Uram, International Representative
UAW Region I-A



Dave Wilcox, President

APPENDIX C: ADDITIONAL SALARY INCREASES

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS OF AMERICA, AND ITS TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

The University (hereinafter, Employer) and the Union recognize and agree that salary increases provided pursuant to the terms of the parties' Collective Bargaining Agreement represent minimum increases to which employees may be individually or collectively entitled. It is further recognized that the Employer may, from time to time, need to increase the salaries of individual employees within the Bargaining Unit if it is to retain a highly qualified work force. Therefore, it is hereby agreed that the Employer retains and reserves unto itself the sole and exclusive right to further increase the salary of any employee(s) within the Bargaining Unit, and that the exercise of that right and opportunity, or the failure to exercise same, and the use of judgment and discretion in connection therewith, shall not be subjected to and is hereby expressly excluded from the grievance and arbitration provisions of the parties' Collective Bargaining Agreement.

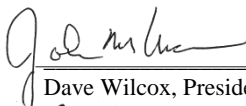
So as to afford the Union reasonable opportunity to provide the Employer with information relative to the anticipated effect salary increases extended pursuant to this memorandum of understanding are likely to have on the Bargaining Unit, the Employer shall notify the Union's President of increases it intends to award employees within the Bargaining Unit at least five (5) calendar days prior to such changes becoming effective.

EASTERN MICHIGAN UNIVERSITY

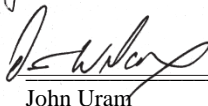
UAW LOCAL 1976



David A. Trakul,
Director of Employee Relations



Dave Wilcox, President



John Uram
International Representative
UAW Region 1-A

APPENDIX D: CLASSIFICATION AND PAY GRADE LISTINGS

Classification Title	Grade
ABA Therapist, Autism Collaborative Center	PT09
Academic Advising Coordinator, COE	PT09
Academic Advisor	PT07
Academic Advisor, Senior	PT08
Academic Advisor, Sr	PT08
Accountant I	PT06
Accountant II	PT07
Accountant/Analyst	PT08
Accounts Payable Coordinator	PT07
Administrative Assistant II	PT06
Administrative Associate I	PT07
Administrative Associate II	PT08
Administrative Manager	PT09
Administrative Manager - Graduate School	PT09
Administrative/Web Assistant	PT06
Admissions Advisor	PT07
Advertising & Promotions Specialist- Housing, Dining, Union, & Conference Services	PT07
Advertising/Promotions Splst	PT07
Advisor, International Admissions	PT07
Area Complex Director	PT06
Assistant Manager, Ticket Operations	PT06
Assistant Athletic Academic Program Specialist	PT04
Assistant Athletic Trainer	PT07
Assistant Compliance Director, Monitoring	PT07
Assistant Director & McNair Advisor, McNair Scholars Program (Part Time)	PT07
Assistant Director Of Transfer Admissions	PT09
Assistant Director University Housing/Customer Service	PT09
Assistant Director, Athletics Marketing	PT09
Assistant Director, Honors College	PT08
Assistant Director, Procurement Administration & Systems	PT09
Assistant Director, Students With Disabilities Office	PT09
Assistant Manager, Athletic Media Relations	PT07
Assistant Managing Director, EMU Theatre	PT08
Assistant Program Director, DREAMS	PT08
Assistant Unit Manager, Dining Services	PT06
Associate Athletic Trainer	PT08
Associate Director, Upward Bound	PT07
Asst Dir Athletics Marketing	PT09
Athletic Academic Program Specialist, Student-Athlete Support Services	PT06
Bonisteel Lab & Instructional Technology Services Manager	PT10
Budget Analyst II	PT08
Bus Consul MI Smal Bus Dev Ctr	PT08
Business Consultant, Michigan Small Business Development Center	PT08
Business Support Supervisor- Physical Plant	PT09
Business Systems Analyst (Business Intelligence)	PT09
Business Systems Analyst, Senior	PT10

Career Coach	PT07
Career Coach, Senior	PT08
Cash Coordinator	PT07
Certified Peer Support Specialist	PT04
Chief Broadcast Engineer	PT09
Clinical Supervisor, Speech & Hearing	PT09
Clinical Supv Speech & Hear	PT09.
Club Sports Coordinator	PT08
Collection Coordinator	PT07
Collection Coordinator	PT07
College Of Business Academic Program Support Specialist	PT06
College Of Business Academic Programming Advisor	PT07
College Technology Specialist I	PT08*
College Technology Specialist II	PT09
College Webmaster	PT08
Communication & Events Coordinator	PT08
Computer Network Systems Administrator Senior	PT09
Construction Accountant	PT08
Coord Lib Data Apps & Cont Mgt	PT08
Coord, Admissions Visit Prog	PT08
Coord, International Recruit	PT08
Coordinator Of Mathematics Tutoring & Testing Services.	PT08
Coordinator Of Records	PT09.
Coordinator Student Business Processes	PT07
Coordinator, Library Technical Hardware	PT09
Coordinator, Admissions Information Systems	PT09
Coordinator, Admissions Visit Programs	PT08
Coordinator, Athletic Certification & Transfer Records System	PT08
Coordinator, Athletic Equipment & Facilities	PT07
Coordinator, Center For Adaptive Technology Education (CATE)	PT09
Coordinator, Circulation Services	PT09
Coordinator, College Of Business Undergraduate Student Services	PT08
Coordinator, College Of Technology Student Services	PT08
Coordinator, Computer Science Laboratories	PT08
Coordinator, Construction Projects- Auxiliaries	PT09
Coordinator, Data Management-College Of Education	PT09
Coordinator, Health Education	PT08
Coordinator, Indoor Practice Facility	PT07
Coordinator, International Recruitment	PT09
Coordinator, Library Database Applications & Content Management	PT08
Coordinator, Library Network Services	PT09
Coordinator, Nursing Programs	PT09
Coordinator, Records & Teacher Certification	PT08
Coordinator, Recreation/Intramural (Intramural Programs)	PT08
Coordinator, Recreation/Intramural (Student Personnel)	PT08
Coordinator, Recreation/Intramurals (Student Supervisors)	PT08
Coordinator, Registration	PT08

Coordinator, Select Students Support Services (4-S) Grant	PT08
Coordinator, SEP Programs Technical Support	PT09
Coordinator, Student Field Placements	PT08
Coordinator, Supplemental Instruction/Tutoring Services	PT08
Corporate Relations Manager	PT07
Corporate Relations Manager, Senior	PT09
Costume Shop Supervisor	PT08
Course Information Systems Specialist	PT06
Curator, Senior	PT07
Data Analyst - Institutional Research & Information Management	PT08
Data Analyst, Accreditation & Continuous Improvement Programs	PT08
Data Analyst, Accreditation & Learning Assessment	PT08
Data Systems Analyst - Institutional Research & Information Management	PT08
Data Systems Analyst, Senior	PT10
Database Administrator	PT09
Database Analyst/Programmer, ILIT	PT09
Database Analyst Programmer	PT09
Database Specialist Senior	PT10*
Department Technology Coordinator	PT08
Dietetics Clinical Coordinator	PT09
Disability Resource Center Advisor	PT08
Disability Resource Ctr Advisor	PT08
Divisional Technology Specialist I	PT08*
Divisional Technology Specialist II	PT09*
DoIT Computer Lab Associate	PT08*
Elearning Course Development Instructional Designer	PT09
E-Learning Multimedia Instructional Designer	PT08
Emergency Management Coordinator	PT07
EMU-Online CMS Coordinator	PT07
Enterprise App Admin II	PT09
Enterprise Application Administrator II	PT09*
Enterprise Support Technologist II	PT09*
Environmental Health & Safety Specialist	PT08
ESL Testing & Assessment Coordinator	PT08
ESL Testing & Assessment Coordinator	PT08
Event Planning Coordinator	PT07
Events & Outreach Coordinator, Department Of Music & Dance	PT07
Evidence-Based Practice Coord	PT07
Evidence-Based Practice Coordinator	PT07
Executive Chef, Dining Services	PT09
Field Unit Supervisor, Social Work (Part Time)	PT08
Financial Aid Advisor	PT07
Financial Aid Advisor, Senior	PT08
Foreperson, Custodial	PT05
Foreperson, Grounds	PT07
Functional Systems Specialist	PT08
Graphic Designer	PT07

Graphic Designer Senior	PT08
IEP Student Services Specialist	PT08
Immigration Technology Specialist	PT08
INA Comm Coord Alumni Rel	PT08
Independent Living Skills Coach, PT08	PT08
Info Security Analyst Sr	PT10
Info Syst Spec, Dining Svcs	PT06
Information Security Analyst Senior	PT10
Information Systems Specialist	PT08
Information Systems Specialist, Dining Services	PT06
Information Tech Analyst II	PT09*
Information Technology Analyst II (Programmer/Analyst)	PT09*
Information Technology Analyst, Senior	PT10*
Institutional Research Analyst	PT08
Institutional Research Analyst, Senior – Institutional Research & Information Management (IRIM)	PT10
Instructional Technologist II	PT09*
Instructional Technologist, Senior	PT10*
Intake Specialist	PT05
Interior Designer	PT07
Interior Designer (Part Time)	PT07
International Student Advisor Program Coordinator	PT08
International Students Advisor	PT08
Jr. Database Analyst/Programmer, ILIT	PT08
Lead Enterprise Application Administrator	PT10*
Manager Apartments - Leasing Coordinator	PT06
Manager, Audio Visual Services	PT08
Manager, Cash Management	PT08
Manager, Chemistry Department Services	PT09
Manager, Collections-Student Business Services	PT08
Manager, Continuing Education	PT08
Manager, Library Administrative Services	PT08
Manager, Lobby Shop	PT05
Manager, Operations - Records & Registration	PT08
Manager, Parking Operations	PT08
Manager, Payment & Student Account Operations	PT08
Manager, School Of Technology Grant/Contract Programs	PT09
Manager, Student Media	PT07
Manager, Ticket Operations	PT08
Manager, Travel-Study Abroad	PT08
Manager, University Support Services	PT07
Marketing Assistant	PT06
Marketing Media Associate/Video Production	PT07
Monair Program Specialist	PT06
Medical Lab Sciences Cl. Coord	PT09
Medical Lab Sciences Clinical Coordinator PT09	PT09
Medical Lab Technician	PT07
Mental Health Therapist	PT08

Mentoring Program Specialist	PT06
Messaging & Collaboration System Administrator	PT09*
Mgr Travel Study Abroad	PT08
Music Announcer	PT07
Music Announcer/Coordinator Operations, WEMU	PT08
Music Therapist, Autism Collaborative Center	PT08
Musical Theatre Accompanist/Composer	PT08
Network Systems Engineer	PT09
Network Systems Engineer II	PT09*
Network Systems Engineer Senior	PT10*
New Media Associate	PT07
Nurse Practitioner	PT09
Occupational Therapist, Autism Collaborative Center	PT09
Occupational Therapy Fieldwork Coordinator	PT09
Operations Specialist I	PT05
Operations Specialist Senior	PT07
Payment Card Administrator	PT08
Payroll Coordinator	PT08
Payroll Specialist	PT06
Peer Support Specialist	PT04
Performance Improvement Technologist, Senior	PT10*
Photography Specialist	PT07
Piano Technician	PT07
Prog Assistant I	PT06
Prog Coord Arts & Ent	PT08
Prog Coord BSIDE	PT07
Prog Coord, Live Learn Comm	PT08
Prog Rsch & Anal Asst	PT06
Program Administration Coordinator, Michigan SBTDC	PT06
Program Assistant II	PT07
Program Associate, Academic Programs Abroad	PT08
Program Associate, College Of Technology Ph.D. Program	PT07
Program Associate, Continuing Education	PT07
Program Associate, EMU-Online	PT07
Program Communications Coordinator, CEEMU	PT06
Program Coordinator- Diversity & Community Involvement (VISION)	PT08
Program Coordinator For Arts & Entertainment	PT08
Program Coordinator, Center For Organizational Risk Reduction (COOR)	PT08
Program Coordinator, Diversity & Community Involvement (Center For Multicultural Affairs)	PT08
Program Coordinator, Diversity & Community Involvement (Women's Resource Center)	PT08
Program Coordinator, Greek Life & Student Organization Services	PT08
Program Coordinator, Living Learning Communities	PT08
Program Coordinator, New Student & Transition Programs	PT08
Program Coordinator, Non-Credit Programs	PT08
Program Coordinator, The Business Side Of Youth (BSIDE)	PT07
Program Coordinator-Diversity & Community Involvement (LGBTRC)	PT08
Program Manager, Continuing Education	PT08

Program Manager, EMU-Online	PT08
Program Research & Analysis Assistant	PT06
Proj Coord WrapAround Program	PT07
Project Coordinator II	PT09
Project Coordinator, Academic Partnerships	PT08
Project Coordinator, ILIT	PT07
Project Coordinator, Uprep Opening Doors Program (UPOD)	PT08
Project Coordinator, WrapAround Program	PT07
Project Engineer	PT10
Project Manager, Institution For Language Information Technology	PT10
Psychologist	PT09
Radio & Television Engineer	PT08
Radio Announcer - Morning Host/News Director	PT09
Radio Reporter/Announcer	PT06
Records System Specialist	PT06
Refund & Billing Associate, Student Business Services	PT07
Research Analyst, Institutional Research & Information Management	PT08
Research Assistant I	PT05
Research Assistant II	PT06
Research Associate I	PT07
Research Associate II	PT08
Research Office Associate	PT09
Scientific Instrument Technician II	PT08
Senior Admissions Advisor	PT08
Senior Athletic Academic Program Specialist	PT07
Senior Business Consultant, Michigan Small Business & Technology Development Center	PT09
Senior Corporate Relations Manager	PT08
Senior Purchasing Agent	PT08
Senior Systems Administrator	PT10*
Service EMU Advisor	PT07
Site Coordinator	PT07
Site Coordinator, EPEO	PT07
Small Bus Train, MI SBTDC	PT08
Special Events Manager	PT08
Speech Language Pathologist, Autism Collaborative Center	PT09
Sr. Technology Support Specialist	PT08
Staff Nurse	PT07
Staff Nurse (Part Time)	PT07
Staff Pharmacist	PT09
Staff Pharmacist, University Health Services	PT09
Study Abroad Coordinator	PT08
Study Interventionist	PT04
Supervisor, Athletic Equipment	PT07
Supervisor, Custodial- Student Center	PT05
Supervisor, Dining Services	PT05
Supervisor, Event Promotions & Productions	PT08
Supervisor, Laboratory Services	PT07

Supervisor, Nursing Skills Laboratory	PT08
Supervisor, Parking Services	PT05
Systems Administrator II	PT09*
Teacher I	PT06
Teacher II	PT07
Teacher/Placement Specialist-Developmental Mathematics	PT08
Technical Supervisor, EMU Theatre	PT08
Telecommunications Specialist	PT08
Toddler Teacher	PT06
Trades Foreperson	PT09
Transfer Equivalency Coordinator	PT07
Unit Manager, Cash Food Operations	PT07
Unit Manager, Concessions	PT07
Unit Manager, Dining Services	PT07
Upward Bnd Acad Supp Prog Spec	PT06
Upward Bound Academic Support Program Specialist	PT06
Web Analyst/Programmer	PT09
Web Analyst/Programmer II	PT09
Web Analyst/Programmer II	PT09*
Web Analyst/Programmer Senior	PT10*
Web Analyst/Programmer, Extended Programs & Educational Outreach	PT09
Web Creative Manager	PT10
Web Developer	PT09
Wrap Around Prog Facilit	PT06
Effective With The Ratification Of This Agreement The IT Star Designated Classification Will No Longer Be Assigned When Filling Future Positions. All Employees In Star Designated Positions Prior To The Ratification Of This Agreement Will Remain So Designated & Will Carry Said Designation For Future Progressions	

APPENDIX E: REPRESENTATION DISTRICTS

Group I

All Departments, Halle Library
The Learning Center
University Parking
Bowen Field House/REC IM
Children's Institute
Snow Health Center
Student Center

Group II

Health & Human Services, Dean's Office
All Departments, Roosevelt
All Departments, King Hall
All Departments, Mark-Jefferson &
Aqua Center
All Departments, Strong
All Departments, Hover
All Departments, Marshall
All Departments, Sherzer Hall
All Departments, Briggs Hall

Group III

ICT
Technology, Dean's Office
Coatings Research Institute
All Departments, Alexander
All Departments, Quirk Hall
All Departments, Pray-Harrod
All Departments, Goddard-Jones Hall
All Departments, Sill Hall

Group IV

Housing and Dining Services
Telephone/Switchboard Center
Hoyt Conference Center
University Publications

Group V

Continuing Education Centers
Pease Auditorium
All Departments, Boone Hall
All Departments, Pierce Hall

Group VI

Graduate School, Dean's Office
All Departments, Starkweather Hall
All Departments, McKenny Hall
All Departments, Welch Hall
All Departments, Ford
All Departments, Porter

Group VII

Convocation Center
Cooper Building
EMU Foundation
Huron Golf Center
Eagle Crest Conference Center

Group VIII

Center for Corporate Training
All Departments, Owen Building
ICARD
National Institute of Consumer Education

Group IX

All Departments, Physical Plant

All Departments, Brown Hall

APPENDIX F: EVALUATION SYSTEM

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
EASTERN MICHIGAN UNIVERSITY
AND UAW/TOP LOCAL 1976**

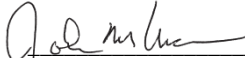
It is agreed between the parties that in the implementation of any evaluation system developed by the Employer, employees shall not be required to agree or disagree with the statements enclosed therein but shall be required to acknowledge receipt of same.

EASTERN MICHIGAN UNIVERSITY

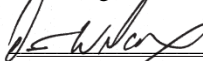


David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



John Uram, International Representative
UAW Region 1-A



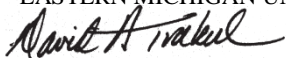
Dave Wilcox, President

APPENDIX G: REORGANIZATION NOTICE

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND UAW/TOP LOCAL 1976

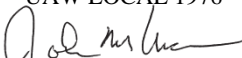
In recognition of the provisions of Article XV, Job Classifications and Article XVII, "Work By Non-Bargaining Unit Employees," the University (hereinafter, "Employer") agrees that the reorganization of its operation and/or the elimination of Bargaining Unit positions(s) shall not be arbitrarily undertaken for the purpose of deliberately eroding the Bargaining Unit. Moreover, the University agrees that the Union will be notified in advance of a reorganization that will result in the elimination of bargaining unit positions, and will be afforded the opportunity to discuss the matter in Special Conference prior to implementation of reorganization.

EASTERN MICHIGAN UNIVERSITY

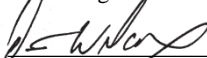


David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



John Uram, International Representative
UAW Region 1-A




Dave Wilcox, President

APPENDIX H: NATIONAL HEALTH CARE

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
EASTERN MICHIGAN UNIVERSITY
AND UAW/TOP LOCAL 1976**

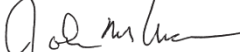
It is hereby understood and agreed between the University Administration and the UAW/TOP Local 1976, that in the event a National Health Care Plan is legislated and becomes effective during the life of this Agreement, the parties will meet and mutually determine the effects of integrating a National Plan, if any provisions of said Plan are applicable, with the Collective Bargaining Agreement.

EASTERN MICHIGAN UNIVERSITY

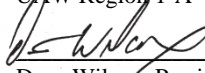


David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



John Uram, International Representative
UAW Region 1-A



Dave Wilcox, President

APPENDIX I: HEALTH CARE PLAN DESIGN AND COST SHARE

2014-2017 Health Care Premium Contribution Rates

for
PT/UAW 1976

Annual Premium Contribution						Monthly Premium Contributions					
BCBS PPO 5						BCBS PPO 5					
	CY 2014	CY 2015	CY 2016	CY 2017			CY 2014	CY 2015	CY 2016	CY 2017	
Single	\$656	\$710	\$769	\$832		Single	\$54.67	\$59.17	\$64.05	\$69.33	
Two Person	\$1,312	\$1,421	\$1,538	\$1,665		Two Person	\$109.33	\$118.42	\$128.19	\$138.76	
Family	\$1,575	\$1,705	\$1,846	\$1,998		Family	\$131.25	\$142.08	\$153.81	\$166.49	
Family Plus	\$1,837	\$1,989	\$2,153	\$2,331		Family Plus	\$153.08	\$165.75	\$179.42	\$194.23	
BCN HMO						BCN HMO					
	CY 2014	CY 2015	CY 2016	CY 2017			CY 2014	CY 2015	CY 2016	CY 2017	
Single	\$134	\$151	\$169	\$189		Single	\$11	\$13	\$14	\$16	
Two Person	\$269	\$301	\$337	\$378		Two Person	\$22	\$25	\$28	\$31	
Family	\$336	\$376	\$421	\$472		Family	\$28	\$31	\$35	\$39	
Family Plus	\$403	\$452	\$506	\$567		Family Plus	\$34	\$38	\$42	\$47	
BCBS HSA/PP0						BCBS HSA/PP0					
	CY 2014*	CY 2015	CY 2016	CY 2017			CY 2014*	CY 2015	CY 2016	CY 2017	
Single	\$0	\$452	\$506	\$567		Single	\$0	\$38	\$42	\$47	
Two Person	\$0	\$903	\$1,011	\$1,133		Two Person	\$0	\$75	\$84	\$94	
Family	\$0	\$1,129	\$1,264	\$1,416		Family	\$0	\$94	\$105	\$118	
Family Plus	\$0	\$1,355	\$1,518	\$1,700		Family Plus	\$0	\$113	\$126	\$142	

*CY 2014 Contributions for the BCBS HSA/PP0 are waived for 2014 only

APPENDIX J: AREA COMPLEX DIRECTORS

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS OF AMERICA, AND ITS TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

During the course of 2002 contract negotiations the University advised the Union of its concern regarding untimely resignations of Area Complex Directors (ACD's), which cause the University to be placed at a competitive disadvantage when attempting to recruit the best available replacements for said resignations. Therefore, in an attempt to reduce said competitive disadvantage and to increase recruiting possibilities, the parties hereby endorse the following:

- ACD's shall advise the Director of University Housing of their initial employment plans, by February 28th.
- ACD's shall submit a letter of intent to commit to their positions for the next school year. Said letter of intent shall be submitted to their immediate supervisor by April 1st.
- The parties recognize the career opportunities may arise during the school year, subsequent to submission of letters of intent and it is not the parties' intent to deny ACD's such opportunities.

EASTERN MICHIGAN UNIVERSITY



David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



Dave Wilcox
President, UAW 1976

APPENDIX K: FITNESS FOR DUTY

**MEMORANDUM OF UNDERSTANDING
BETWEEN EASTERN MICHIGAN UNIVERSITY
AND
UAW LOCAL 1976 PROFESSIONAL/TECHNICAL UNIT
FITNESS FOR DUTY**

During the 2006-2007 negotiations the parties discussed and agreed that employees are responsible for reporting to work physically, mentally and emotionally fit to perform the duties and responsibilities of their job assignment.

The parties believe it is in our mutual interest to continue those discussions. Therefore, within sixty (60) days after the ratification of this agreement the parties will convene a committee to continue those discussions. The committee will be charged with the responsibility of developing language that addresses those situations where it is apparent that an employee has reported to work in an unfit condition. The committee will consist of two Union and two University representatives. The committee will meet on a regular basis at least monthly.

The parties agree to work collaboratively to develop fitness for duty language which provides for a safe and secure working environment for all employees.

Neither side will unduly delay this process.

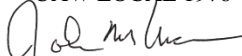
Any agreement that arises out of this committee will be subject to the review and ratification of the union membership.

EASTERN MICHIGAN UNIVERSITY

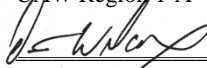


David A. Trakul
Director, Employee Relations

UAW LOCAL 1976



John Uram, International Representative
UAW Region 1-A



Dave Wilcox, President

APPENDIX L: APPLICATIONS FROM BARGAINING UNIT MEMBER AND CURRENT STUDENTS

1. Bargaining Unit Applicants

1. An employee applying for transfer or promotion into a position requiring additional education beyond their current position who has yet to complete the educational requirements of the desired position as outlined in the class spec may qualify for consideration if they are currently enrolled in class and scheduled to obtain the required degree within 90 days of the closing date of the posting.
2. In the event that an individual is awarded the position and doesn't complete their degree within 90 days of the closing date, they will be laid off with recall rights into a vacant position. Prior to layoff, a special conference will be called between the UAW local 1976 and Human Resources to discuss the situation and see if any possible resolutions may exist outside of layoff that may be beneficial to both parties. In the event that a resolution other than layoff cannot be agreed upon between the union and Human Resources, the individual in question will be laid off accordingly.

2. Non-bargaining Unit Applicants

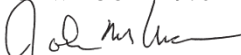
1. Applicants who are near completion of their degree may qualify for consideration if they are scheduled to obtain the required degree within 180 days of their start date.
2. In the event that an individual doesn't complete their degree within 180 days of their start date, they may be subject to termination. Prior to termination, a special conference will be called between the UAW Local 1976 and Human Resources to discuss the situation and see if any possible resolutions may exist outside of termination that may be beneficial to both parties. In the event that a resolution other than termination cannot be agreed upon between the union and Human Resources, the individual in question will be terminated accordingly.

EASTERN MICHIGAN UNIVERSITY

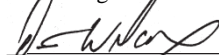


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Dave Wilcox, President