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1997 - 2000 MASTER AGREEMENT

between

**NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL**



and

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(TECHNICAL, OFFICE AND PROFESSIONAL)
LOCAL 2178**



Northern Michigan University

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This is an Agreement by and between the Northern Michigan University Board of Control, the Employer, (hereinafter referred to as the "Board" or the "Employer"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 2178, (hereinafter referred to as the "Union").

ARTICLE 1

GENERAL PROVISIONS

- 1.1 Complete Agreement. This collective bargaining Agreement represents the complete Agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.
- 1.2 Purpose. The purpose of this Agreement is to set forth wages, hours, and terms and conditions of employment; to establish the procedure for the prompt and equitable resolution of grievances; and to promote orderly and peaceful labor relations. To these ends, the University and the Union encourage to the fullest degree friendly, professional, and cooperative relations between their respective representatives at all levels and among all employees.
- 1.3 Separability. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.
- 1.4 Definitions.
 - 1.4.1 "Board" means the Board of Control of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.
 - 1.4.2 "Union" means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office and Professional and its Local 2178).
 - 1.4.3 "Unit" or "bargaining unit" means the bargaining unit defined in Section 1.5.
 - 1.4.4 "Employee" or "bargaining unit member" or "unit member" means a person employed in the bargaining unit defined in Section 1.5.
 - 1.4.5 For the purpose of this Agreement, a regular full-time employee is an employee who is assigned to work one thousand five hundred and sixty (1,560) hours or more per year, excluding overtime. A regular part-time employee is an employee who works a minimum of twenty (20) hours a week or more but less than thirty (30) hours a week, excluding overtime.
 - 1.4.6 Pronouns of masculine and feminine gender include each other.
 - 1.4.7 "Board", "University," and "Employer" are synonymous.

1.4.8 "Annual leave" and "vacation" are synonymous.

1.5 Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board recognizes the Union as the exclusive collective bargaining representative of employees of Northern Michigan University in the unit described below for the purpose of negotiating with respect to wages, hours, terms, and conditions of employment. The bargaining unit as certified by Case Number R80K-423 of the State of Michigan, Department of Labor, Employment Relations Commission, includes:

All full-time and regular part-time employees in Administrative/Professional classifications.

Excluding:

Confidential employees, Administrative/Professional employees who supervise other Administrative/Professional employees, employees already covered by collective bargaining agreements, and all other employees.

1.6 Use of Facilities and Services. The Union shall be afforded:

- (a) The right to send through the regular University campus mail service newsletters and such other communications as are necessary to the conduct of the Union's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system.
- (b) The Employer will provide six (6) enclosed bulletin boards that may be locked which may be used by the Union for posting notices. The notices, although not limited to the following, shall be of the following type:
 - (1) Notices of Union recreational, educational, and social events.
 - (2) Notices of Union elections.
 - (3) Notices of results of Union elections.
 - (4) Notices of Union meetings.

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the bulletin boards, the President of the Union will be advised by the Director of Human Resources of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

- (c) The privilege of scheduling monthly Union meetings and meetings for the purpose of ratification on campus in appropriate facilities free of charge, provided suitable facilities are available at the time requested, and the Union conforms to all regulations established by the Employer. The Employer reserves the right to charge a reasonable fee for any set-up or clean-

up costs incident to provision of such space when appropriate pursuant to University Center policy. Requests for such facilities shall follow regular University procedures.

- (d) The privilege of contracting, at the same rate charged to registered campus organizations, for such of the following services as are needed for the Union's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, and food; provided, however, that time and material are available at the time requested and that provision of such service does not interfere with normal University operations.

1.7 The Employer will not knowingly aid, promote, or finance any group or organization (other than the Union) which purports to engage in collective bargaining on behalf of employees in the bargaining unit. The extent of any aid to the Union shall be specified elsewhere in this Agreement.

1.8 Continuation of Practices.

1.8.1 The University will continue to provide all current payroll deduction options now in effect and implement any new deductions provided by this Agreement.

1.8.2 The University will continue to pay employees on a biweekly schedule.

1.9 Inclement Weather.

When the University determines that due to inclement weather, the University will be temporarily closed, the employees will not suffer any loss of salary for the hours the University is temporarily closed. When certain employees are required to report to work during such temporary closing, they will be given equivalent time off with regular pay to be arranged with the supervisor. Compensatory time will not be given to any employee who is on leave, annual leave, sick leave, or on University business in an area not affected by the temporary closure or local weather conditions for the period during which the University is temporarily closed. Employees who are not working on the Marquette campus will be governed by the local weather conditions.

The University is not responsible for any unauthorized announcements made by the media. Public Safety and Police Services will be the official source which an employee may contact to determine the official policy of the University.

If the University offices are open and the employee is unable to report, the employee shall use annual leave, compensatory time, personal leave, or lost time.

1.10 No Strike or Lockout. The Union agrees that it will not, during the period of this contract or during any extension of this contract, engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit.

1.11 Nondiscrimination.

The Employer and the Union reaffirm in this collective bargaining Agreement their commitments to not discriminate in violation of the statutes of the United States or of the State of Michigan. To that end, the Employer and the Union will not unlawfully discriminate against any bargaining unit member in their wages, hours, or other terms and conditions of employment including training, upgrading, transfer, layoff, discipline, or discharge because of religion, race, creed, color, sex, national origin, marital status, age, or disability. The Employer and the Union also affirm their commitment against unlawful workplace harassment. When the Employer becomes aware of such harassment, the Employer will comply with applicable legal obligations to investigate and take corrective action as deemed appropriate.

The Employer will not knowingly discriminate against any member of the bargaining unit because of membership or nonmembership in the Union or for engaging in activities which may be supportive of or against the Union or any other employee group, providing such activities do not interfere with the proper performance of job duties.

1.12 Employment of Relatives. Employment and advancement at the University shall be based solely on professional qualifications and abilities without regard to family relationships. Concurrent employment of members of the same family in a department or division will not be prohibited, provided that such individuals meet and fulfill regular University employment standards and the requirements of the respective positions.

University personnel should neither initiate nor participate in institutional decisions involving a direct benefit (i.e., initial appointment, retention, promotion, salary, leave of absence, etc.) to members of their immediate families. In the event that one member of a family should be placed in a supervisory relationship to another, the person in the supervisory position must excuse himself from the evaluative and other decisions of potential direct benefit to the family member; and these functions shall be carried on by another member of the department or division and referred to the next immediate supervisor.

1.13 Personnel Files.

1.13.1 Employees shall have the right, at reasonable intervals, to inspect the contents of their own personnel file maintained by the Director of Human Resources. Such right shall be initiated by a written request to the Director of Human Resources signed by the employee which describes the personnel record or portion of the personnel file sought to be reviewed. The Employer will attempt to have the review take place in one (1) day, and the file shall be made available within two (2) working days after the written request is received whenever possible.

1.13.2 After the review described in Section 1.13.1, an employee may obtain a copy of the information or part of the information contained in the employee's personnel file. A fee shall be charged for the cost of duplicating in same amount as charged to individuals for duplicating records requested pursuant to the State Freedom of Information Act. If an employee demonstrates that he is unable to review his personnel file at the office of the Director of Human Resources, then the Employer, upon that employee's written request, shall mail a copy of the requested personnel record to the employee at the employee's expense.

- 1.13.3 If an employee disagrees with information contained in his personnel file, removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement and supporting documentation shall not exceed seven (7) sheets of 8-1/2 inch x 11 inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the Employer or employee knowingly places in the personnel file information which is false, then the Employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.
- 1.13.4 Employees shall have the right to place in their files materials which attest to their proficiency, experience, or update their educational achievements.
- 1.13.5 If an employee has not already received a copy of a disciplinary or evaluative document by the time that such a document is placed in the employee's personnel file, the employee shall be sent a copy by certified mail at the time it is inserted in the personnel file.
- 1.13.6 The official personnel record is the file that is maintained in the Human Resources Department. If the Employer designates a new department to assume the responsibilities of the official personnel record, the Union will be notified of such a change.
- 1.14 The Employer shall supply each employee of the bargaining unit with a copy of this Agreement after ratification by both parties. Each new hire and rehire who does not have a copy of the Agreement shall be supplied a copy by the Employer. The cost of printing this Agreement will be jointly shared by both parties when all other bargaining units agree to jointly share such cost. The Employer shall supply the Union with fifty (50) copies of the Agreement for the Union's own use at the Union's cost.
- 1.15 Health and Safety. The Employer shall continue to make provisions for the health and safety of its employees during hours of employment and affirms its obligation under federal and state worker Right-to-Know laws.
- 1.15.1 The existing University-wide Health and Safety Committee will meet at least once every other month (with the possible exception of the summer months). In the event the University abolishes a University-wide Committee, the Director of Human Resources, or the Director's designee, shall meet with a Local 2178 UAW Committee comprised of three (3) Union representatives at least once every other month (with the possible exception of the summer months). Prior to the Union representative raising an item at any Committee meeting, the employee(s) affected by the item shall bring the matter to the attention of their immediate supervisor.
- If a health or safety concern is raised at a Committee meeting and the Union wishes to file a grievance regarding an alleged violation of Section 1.15, then the Union may file its grievance at the Second Step of the Grievance Procedure.
- 1.15.2 When any bargaining unit employee complains that the office environment or safety conditions are so unusual that the Employer should consider sending the employee home or relocating the employee, the employee should follow the Office Environment Policy approved by the President's Council on March 28, 1989 (or any subsequent modification of that Policy). Pursuant to that

Policy, the employee should notify the Human Resources Department of such a complaint. The employee has the right to also notify his Union steward.

- 1.15.2.1 Employees who have a complaint regarding routine or normal environmental adjustments to office conditions should first call the Facilities Department. If the Facilities Department does not respond to the complaint within a reasonable period, the employee may then notify the Human Resources Department and his Union steward.
- 1.15.3 The University will continue to provide employees with protective clothing and/or safety equipment related to the performance of their job.

ARTICLE 2

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all customary and usual powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and any modifications made thereto, and any resolution passed by the Board. Further, all management's rights and functions, except those which are clearly and expressly abridged by this Agreement, are reserved to and remain vested in the Board, including all powers, rights, and authority to manage, direct, and control the University and its programs, properties, facilities, and employees. It is expressly recognized, merely by way of illustration and not by way of limitation, that such management rights and functions include, but are not limited to:

- (1) Full and exclusive control of the management of the University, the supervision of all operations, methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;
- (2) The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- (3) The right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees;
- (4) The right to hire all employees, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off and recall employees;
- (5) The right to determine the qualifications and compensation and the conditions for the continued employment of employees, and to suspend, discipline, and discharge employees for just cause;
- (6) The right to reassign, at its discretion, to a bargaining unit position any employee who supervises bargaining unit employees;
- (7) The right to manage its affairs efficiently and economically, and to maintain an orderly, effective, and efficient operation of the University, including the determination of quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any program, services, material, or method of operation.

ARTICLE 3
UNION MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- 3.1 During the life of this Agreement, and to the extent the laws of the State of Michigan permit, every employee, shall choose, as a condition of employment, one of the following two (2) options:
- (a) If an employee is a member of the Union or decides to become a member of the Union, then the employee shall tender to the Union periodic and uniformly required Union dues;
 - (b) If an employee does not wish to become a member of the Union, then the employee shall tender to the Union a service charge in an amount not greater than periodic and uniformly required Union dues.
- 3.2 The amounts described in Section 3.1 shall begin with the month following:
- (a) thirty (30) calendar days after the execution date of this Agreement; or
 - (b) thirty (30) calendar days after employment in the bargaining unit; whichever date is the later; and shall be tendered monthly thereafter.
- 3.3 No employee shall be terminated under Section 3.1 of this Article unless:
- (a) The Union first has notified the employee by letter, explaining that the employee is delinquent in not tendering either Union dues or service charge, and specifying the current amount of such delinquency, and warning the employee that unless such dues or service charge is tendered within thirty (30) calendar days, the employee will be reported to the University as provided in this Article; and
 - (b) The Union has furnished the University with written proof that the procedure of Subsection (a) of 3.3 of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Union must specify the following by written notice:

The Union certifies that as failed to tender either the Union dues or service charge required as a condition of continued employment under the collective bargaining Agreement.”
- 3.4 The University will advise new employees of their obligation under this Article, in writing, and will provide them with an Authorization for Deduction of Union Dues or Service Charge form and the address of the Union’s headquarters.
- 3.4.1 Senior Administrative employees who suffer the permanent loss of their subordinate Administrative/Professional positions will, within three (3) months, be placed in the bargaining unit and will be subject to all the provisions of Article 3 and provided with an Authorization for Deduction of Union Dues or Service Charge form.
- 3.5 Dues or Service Charge Checkoff. During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University agrees to deduct Union

dues or service charge levied in accordance with the Constitution of the International Union, from the first payday of each month for each employee who voluntarily executes and delivers to the University an authorization form, the content of which form shall be specified in a Letter of Understanding between the parties.

- 3.6 The initial deduction for any employee shall not begin unless both:
- (a) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Charge;" and
 - (b) the amount of the dues or service charge certified by the Union's Financial Officer has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly Union dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month before the change will become effective.
- 3.7 An employee may revoke his "Voluntary Authorization for Deduction of Union Dues or Service Charge" only as provided by the terms of his voluntary authorization.
- 3.8 All sums deducted by the University shall be remitted to the Union's Financial Officer at an address given to the University by the Union once each month by the 15th calendar day of the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The list shall also identify "new employees" and employees deleted since the last listing with an explanation of the changes.
- 3.9 The Union agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Union's dues or service charge.
- 3.10 If the University fails to place an individual in the bargaining unit, who should properly be in the bargaining unit, it will, after being notified of such oversight in writing, promptly place the individual in the bargaining unit. The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suit or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 4 BARGAINING UNIT SENIORITY

- 4.1 For purposes of this Agreement, all employees in the bargaining unit on May 13, 1982, shall be given bargaining unit seniority as of their last date of hire by the University. Employees hired into the bargaining unit after May 13, 1982, shall be given bargaining unit seniority as of their last date of hire into the bargaining unit. Bargaining unit seniority is subject to any adjustments provided for in this Agreement.
- 4.2 New University employees hired into the bargaining unit shall be considered probationary employees for the first six (6) months of their regular employment. The probationary period, at the discretion of the Employer, may be extended up to an additional three- (3) month period. University employees who transfer into the bargaining unit shall be considered probationary employees for the first three (3) months of their regular employment. The probationary period, at the discretion of the Employer, may be extended up to an additional three- (3) month period. When an employee completes the probationary period, the employee shall be entered on the seniority list, with a seniority date retroactive to date of hire or date of transfer into the bargaining unit. The discharge of a probationary employee (except for Union activity) shall be nongrievable.
- A former bargaining unit member who is rehired will complete a three- (3) month probationary period. A bargaining unit member recalled to his last position held, within the time limits specified below, shall not be required to serve a new probationary period. A bargaining unit member who is promoted or assigned to a new bargaining unit position other than his last position within two (2) years or a time equal to his length of service, whichever is less, will complete a three- (3) month training period. This is not a probationary period. An employee who is reassigned to his original position (position last held before promotion, assignment, layoff) prior to the completion of the job training period will have no recourse through the Grievance Procedure.
- 4.3 Seniority shall be defined as an employee's length of regular employment in the bargaining unit or date of transfer into the bargaining unit. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he had been hired.
- 4.4 Employees who transfer to a position excluded from the bargaining unit at their own request, or through some action of the Employer, shall retain all accrued seniority earned prior to the transfer from the bargaining unit for a period of two (2) years. When an employee is returned to the bargaining unit, such employee shall be permitted to apply the seniority earned prior to the employee's transfer out of the bargaining unit, if applicable, for the purpose of determining the employee's proper placement in the bargaining unit, pursuant to Article 7 of this Agreement, and establishing entitlement to other rights and benefits provided herein.
- 4.5 Employees shall lose their seniority and their seniority shall be terminated if they:
- (a) resign or quit;
 - (b) are discharged or terminated (unless reversed through the grievance or arbitration procedure);

- (c) are laid off for a continuous period equal to the time employed, or for two (2) years, whichever is shorter;
- (d) retire or receive a pension under one of the pension plans covering bargaining unit employees;
or
- (e) do not return to work within the time limits of a leave of absence or an extended leave of absence.

- 4.6 The Employer shall, within thirty (30) days after the signing of this Agreement, furnish the Union with a master list of all employees in the bargaining unit showing the seniority date of each employee. Such list shall contain the name, date of employment, and classification of each employee in the bargaining unit. The Union shall, within ten (10) working days of the University's provision of said list to the Union, post the list on the Union bulletin boards. Revised master lists shall be furnished to the Union by the University every month and posted by the Union three (3) times a year within ten (10) working days of the University's provision of said lists. The first time an employee's initial or adjusted seniority date is posted, an employee who believes his seniority date to be incorrect must file a grievance within thirty (30) calendar days of the date on which the Union posts the list. Thereafter, except for seniority dates changed as a result of a grievance filed in accord with this provision, such lists shall be binding on all employees in the bargaining unit.
- 4.7 For purposes of layoff and recall determination, members of the bargaining committee, while actively engaged in contract negotiations, shall have top seniority unit-wide, provided they have the ability to perform satisfactorily the work available. Union stewards shall have top seniority in the district that elected them provided they can perform any of the work available in the district. The Union President and Vice President shall have top seniority unit-wide. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.
- 4.8 All bargaining unit employees whose jobs are discontinued or laid off for an indefinite period will be paid all unused annual leave at the time of the layoff. If an employee on layoff so desires, the employee may request payment for the percentage of his "frozen sick leave accrual value" as defined under Article 19 at any time during this layoff period. When the request is granted, the employee will be considered to have resigned and the employee's name will be removed from the seniority list. An employee on layoff, except as limited in Section 4.5(c), shall retain and continue to accrue seniority.
- 4.9 Seniority for bargaining unit employees who are employed less than full time shall be applicable only with respect to layoff, recall, promotion, and transfer.
- 4.10 Employees hired on "interim" appointments who have had no break in service and are subsequently hired into the position they have been employed in on an "interim" basis will be granted seniority as of the date they began their "interim" assignment.
- 4.11 Whenever two (2) or more bargaining unit members have the same seniority date, the last four (4) digits of the affected bargaining unit member's social security numbers shall be examined and the person with the lower number shall be deemed to have greater seniority.

ARTICLE 5

UNION REPRESENTATION

5.1 Grievance Procedure. The Union will be represented in the Grievance Procedure as follows:

There may be one (1) steward and one (1) alternate steward for each steward district. Each steward and alternate steward shall be nonprobationary employees. The alternate steward shall only function as a steward when the steward is absent.

The stewards, during their working hours, without loss of time or pay, may in their own or in the grievant's district, in accordance with the terms of this Section and the terms of the Grievance Procedure, investigate and present employee grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor will grant permission within a reasonable period of time and provide reasonable time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards 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 proper handling of grievances and will not be abused; and stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference. The President of the Union shall be given release time with pay for participation in the meeting between the Employer and the Union as specified in the Grievance Procedure.

5.2 Bargaining Committee. There will be a bargaining committee of five (5) members who shall be nonprobationary employees. The committee shall be selected in a manner determined by the Union provided that no two (2) employees will be from the same department. The Employer shall also recognize alternate members of the committee who shall function only when the committee person is absent.

If negotiations are scheduled during regular working hours, members of the bargaining committee shall be given release time with pay for attendance at such scheduled negotiation sessions once negotiations to modify this Agreement as specified in Article 22 have begun. However, no overtime will be paid for attendance at negotiations.

5.3 List of Representatives. The Union shall furnish the Employer with a list by Steward District of the stewards, Chief Steward, and alternate stewards and members and alternate members of the bargaining committee. Any change in the list shall be reported promptly in writing by the Union to the Employer. The Employer shall not recognize any employee as a steward or alternate steward or member or alternate member of the bargaining committee without such notice.

5.4 Union Affairs. Designated officials of the Union shall be allowed release time with pay for official business of the International Union, provided that the employee has given the employee's supervisor and the Director of Human Resources written notice of not less than five (5) working days, and further provided that the employee's absence from the job will cause no undue hardship on the operation of the employee's department. Such release time shall not exceed a combined total of twenty (20) days per contract year for all Union officials and shall be granted to not more than three (3) employees at any one time. Additional unpaid release time may be granted for

official Union business provided that written notice of not less than five (5) working days is given to the supervisor and the Director of Human Resources and further provided that such absence will cause no undue hardship on the operation of the department or the University.

5.5 Representation Districts. The number of representation districts in the unit shall be agreed upon by the Employer and the Union. Unit-wide, as used in this Agreement, shall mean the total bargaining unit. The Employer and the Union may redistrict the unit from time-to-time by agreement. Districts, as used in this Agreement, shall mean an agreed upon area of the Employer for the purposes of establishing steward representation districts. One steward shall represent one district.

5.5.1 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this Section of the Agreement. Any additions or deletions to the Representation Districts will be made by mutual agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 A grievance is a complaint by the Union, on behalf of one (1) or more unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. All grievances shall be adjusted through the Grievance Procedure provided in this Article.
- 6.2 In computing any time limits herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure by the Union or by an employee to file a grievance within the time limits specified shall bar the grievance. Failure to comply with time limits on the part of the University's administrative agent shall permit the grievance to proceed to the next step.
- 6.3 A unit member (or group of unit members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right of reply to his inquiries within three (3) working days. Requests for information under this Subsection shall not be construed as starting the Grievance Procedure.
- 6.4 Failing resolution of a problem by informal means, the Union or an employee shall initiate the Grievance Procedure by serving a written grievance on the employee's immediate supervisor or other designated administrative official on the form set forth as Appendix B of this Agreement. The grievance shall be signed by the appropriate Union representative and the unit member(s) involved, shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated, and shall specify the relief or remedy sought. The grievance shall be filed within ten (10) working days after the Union or the unit member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. (This time period is in addition to that specified in Section 6.3.) In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of a written grievance.

Grievances involving a department or division may be initiated at Step 2 of the Grievance Procedure, and grievances which affect employees throughout the bargaining unit may be initiated at Step 2 of the Grievance Procedure; provided, however, that such grievances must still be filed within the ten- (10) working day time limit set forth in this paragraph or be barred.

The Union President may refer the Union's investigation of a civil rights grievance to the Union Civil Rights Committee.

- 6.5 **STEP 1: SUPERVISOR/DEPARTMENT HEAD.** Upon receipt of the written grievance, the supervisor or designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Union. This discussion shall be completed within seven (7) working days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Employer and Union, the adjustment will be reduced to writing and signed by the supervisor or designated administrative agent and the representative of the Union. If there is no mutually agreeable adjustment, the supervisor or designated administrative agent shall provide

the Union representative with the written answer stating the reason(s) for denial of the grievance. Such answer shall be provided within five (5) working days of the meeting with the Union.

6.6 **STEP 2: DIRECTOR OF HUMAN RESOURCES.** If the grievance is not satisfactorily adjusted in Step 1, the Union may within five (5) working days of the Step 1 written answer request in writing that the grievance be presented to the Director of Human Resources setting forth its objection to the Step 1 answer. Upon receipt of the written appeal, the Director of Human Resources or other designated administrative agent shall arrange a meeting to discuss the grievance, answer, and appeal with the Union President, or designated representative, the grievant(s), and/or Union Steward, and the Union's International Representative. This discussion shall be completed within ten (10) working days after the filing of the request to have the grievance considered in Step 2. If the grievance is satisfactorily adjusted at this step, the adjustment will be reduced to writing and signed by the Director of Human Resources or other designated administrative agent and the Union representative. If there is no mutually agreeable adjustment, the Director of Human Resources or other administrative agent shall provide the Union representative with a written answer stating the reason(s) for denial of the grievance. Such answer shall be provided within ten (10) working days of the meeting with the Union.

6.7 **STEP 3: BINDING ARBITRATION.** If the grievance is not satisfactorily adjusted in Step 2, the Union may submit the grievance to binding arbitration by written submission to the American Arbitration Association (Southfield, Michigan office), with simultaneous written notice to the University, within thirty (30) days after the Union's receipt of the written answer at Step 2. The arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision of the grievance shall be binding upon the Employer, the Union, and any unit member(s) involved. His decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction, or modification. The Employer and the Union will bear their own expenses individually and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

6.8 Any adjustment of a grievance agreed upon by the University and the Union at any stage of the Grievance Procedure will conclusively dispose of the grievance and shall be binding upon the Board, the Union, and any unit member or members involved.

6.9 Failure by the Union to appeal a grievance from one step to the next shall result in the grievance being settled on the basis of the Employer's last answer. If mutually agreed to in writing by the Union and the Employer's Director of Human Resources, a grievance may be initiated at a step other than Step 1 of the Grievance Procedure. However, this does not relax any of the time limitations.

6.10 Special conferences for matters of importance may be arranged on a reasonable basis between the Union President and the Director of Human Resources or their designated representatives upon the request of either party.

6.11 Time limits in this Article may be waived by mutual agreement of the parties in writing.

- 6.12 A grievance alleging a violation of federal or state law may be initiated at Step 2 of the Grievance Procedure.
- 6.13 An employee who believes that he is being subjected to abusive behavior by his supervisor may schedule a meeting with the Director of Human Resources for discussion of the perceived abuse. A Union representative may accompany the employee to this meeting.

ARTICLE 7

REDUCTION OF WORK FORCE - LAYOFF/RECALL

7.1 In the event the Employer determines that it is necessary to reduce the number of bargaining unit employees, or to discontinue a position to which a bargaining unit member is assigned, or to eliminate a program or department in whole or in part, or to reorganize a program or department in whole or in part; whether due to lack of work, reallocation of resources, change in institutional priorities, general or specific declines in student enrollment, efficiency or economy of operations, budgetary reductions, or similar reasons; the Employer agrees to provide the affected laid off employee and the Union with the following periods of notice:

- | | |
|----------------------------------|--------------------------|
| (a) 0 to 1 year of service | 15 working days' notice |
| (b) 1 through 3 years of service | 25 working days' notice |
| (c) 4 through 6 years of service | 60 calendar days' notice |
| (d) 7 through 9 years of service | 90 calendar days' notice |
| (e) over 10 years of service | 6 months' notice |

The decision as to the number of employees to be laid off shall not be grievable.

7.2 If a layoff begins before the required period of written notice is satisfied, the affected employee shall be paid salary, and fringe benefits shall be continued for the balance of the required notice period. The Consolidated Omnibus Budget Reconciliation Act (COBRA) entitles employees who are laid off to be offered continuation of health care and other fringe benefit coverage under conditions specified by law.

7.3 When contemplating the displacement of an employee, the Employer will consider options, including retraining, which would enable the Employer to retain the affected employee. In event of a layoff, the Employer shall inform the Union President of its contemplated actions. Such notice shall be given at least fourteen (14) days prior to any layoff notices being sent to bargaining unit employees. If the Union so requests, the Employer shall meet with the Union prior to the mailing of any layoff notices. At such meetings, the Union may present to the Employer for consideration by the Employer any proposals it may have regarding the layoff or how it will be accomplished. When a bargaining unit position in a department is to be reduced through a layoff, the following order of work force reduction shall apply:

- (a) Any "temporary" employee doing bargaining unit work in the affected department will be terminated prior to the layoff of a regular bargaining unit employee, provided that the remaining employees have the ability to satisfactorily perform the available work.
- (b) Any "interim" employee doing bargaining unit work in the affected department will be terminated prior to the layoff of a regular bargaining unit employee, provided that the remaining employees have the ability to satisfactorily perform the available work.

- (c) Within an affected department, probationary bargaining unit employees will be terminated prior to the layoff of a seniority employee, provided that the remaining employees have the ability to satisfactorily perform the available work.
 - (d) Within an affected pay grade in a department, the employee with the least seniority shall be the first subject to layoff, provided that the remaining employees have the ability to satisfactorily perform the available work.
- 7.4 If an employee is laid off pursuant to Section 7.3, then the employee shall be placed in a vacant position within his/her pay grade level, provided they are qualified for the position. If there is no vacancy, then such laid off employee shall have the right to bump the least senior employee in the same or in a lower pay grade in the bargaining unit who holds a bargaining unit position within the laid off employee's pay grade, provided that such laid off employee is qualified for the position into which he is bumping. If the bumping employee is not qualified to displace the least senior employee in the bumping employee's pay grade, he shall bump the next least senior employee provided that the bumping employee is qualified for the position into which he is bumping. This process will be continued until the employee is either placed in the employee's own pay grade, is placed in a successive lower pay grade, or is laid off. An individual who is bumped according to this procedure shall have the same bumping rights with regard to other bargaining unit positions.
- 7.5 An employee who is given a layoff notice under Section 7.3 shall promptly notify the Director of Human Resources whether or not the employee wishes to exercise bumping rights pursuant to Section 7.4. An employee who chooses not to exercise bumping rights shall be laid off in accordance with the notice provided in Section 7.1.
- 7.6 An employee who is laid off and who cannot exercise bumping rights pursuant to Section 7.4 shall be offered any position in the bargaining unit which is vacant at the time of layoff and which the Employer intends to fill, provided that the employee is qualified for the job opening. In the event two (2) or more employees laid off at the same time are equally qualified for the vacant position, the most senior employee shall be offered the position first.
- 7.7 When an opening occurs in a pay grade from which a bargaining unit employee has been laid off, an employee laid off shall, during a period of two (2) years from the date of the employee's layoff, be eligible for recall to such an opening, provided that the employee is qualified for the open position. If two (2) or more employees on layoff are equally qualified for the job opening, the most senior employee shall be offered the position first. All rights to recall shall terminate either upon expiration of two (2) calendar years from the date of layoff or after a period equal to the length of an employee's seniority, whichever is shorter, or in the event that a laid off employee does not notify the Director of Human Resources within five (5) working days of his intent to return to work or fails to report to work within ten (10) working days after a notice of recall received by certified mail.
- 7.8 For the purposes of the Employer's determination and judgment as to who is "qualified," the following conditions shall apply to any placement specified in Sections 7.3 through 7.7:
- (a) the subject employee must possess the qualifications (including degree requirements, educational background, and training) to do the work; and

(b) the subject employee must have the ability (defined as “can perform the work with no more than normal supervision”) to perform the duties of the position.

7.9 Whenever two (2) or more bargaining unit members have the same seniority date, the last four (4) digits of the affected bargaining unit member’s Social Security numbers shall be examined and the person with the lower number shall be deemed to have greater seniority.

ARTICLE 8 TEMPORARY LAYOFFS

In the event the University is faced with severe economic problems, or if used to avoid a layoff as specified in Article 7, the University may temporarily lay off bargaining unit members without application of the Layoff or Recall Procedures. Such temporary layoffs will not exceed a total of seven (7) days per contract year or two (2) days per pay period, and the Union will be notified before such layoffs are implemented. This provision will affect salary, and retirement and Social Security contributions only.

ARTICLE 9

GRANT AND CONTRACT EMPLOYEES

- 9.1 Definition. Grant and contract employees are employees paid in whole or in part from accounts financed by grants, contracts, gifts, income from endowment funds, and separate special-purpose state appropriations which are restricted at the direction of the sources for particular purposes, functions, or activities.
- 9.2 Posting of grant and contract positions shall specifically state the duration of the grant or contract. Grant and contract employees will be paid within the salary range of the classification to which they are assigned and will be entitled to all fringe benefits that nongrant employees are entitled.
- 9.3 A grant employee becomes a regular employee after the expiration of the grant employee's probationary period except as specified below.
- 9.4 Termination or layoff of any grant and contract employee due to the expiration or reduction of grant and contract funding shall not be grievable.
- 9.5 Grant and contract employees are allowed and shall be required to take their annual leave prior to the expiration of the grant. If it is not possible, for any reason given by the Employer, then the employee shall be paid for unused annual leave upon termination.

ARTICLE 10

DISCIPLINE, SUSPENSION, OR DISCHARGE

- 10.1 The Employer acknowledges the concept of progressive discipline and shall not discharge employees or take other disciplinary action without just cause.
- 10.2 Disciplinary action will not be taken, except in cases requiring immediate suspension or discharge, unless the supervisor has previously held a corrective interview with the employee for the purpose of identifying perceived work-related problems or behavior. If the supervisor prepares a written record of the corrective interview, the employee will be apprised of such documentation and will be given the opportunity to prepare a brief written response.
- Neither the Union nor the affected employee has recourse through the Grievance Procedure with respect to the corrective interview. Although this preliminary step must be taken prior to invoking the formal disciplinary process, this Section in no way affects a supervisor's discretion with respect to the evaluation process.
- 10.3 When the Employer conducts an investigatory interview for the purpose of considering disciplinary action, the employee will be given notice prior to the interview that discipline may result from the interview.
- 10.4 A discharged or suspended employee who is required to leave the property of the Employer will be allowed to discuss the discharge or suspension with the steward of the district, and the Employer will make available an area where the employee may do so. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his steward prior to the employee leaving the premises. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving safety, violence, willful destruction of property, or similar cases.
- 10.5 Should a discharged or suspended employee consider the discharge or suspension to be improper, the employee may present a grievance in writing through the Chief Steward of the Grievance Committee to the Director of Human Resources, or the Director's designee, at the second step of the Grievance Procedure within three (3) working days of receipt of written notice by the Chief Steward (or if unavailable, member of the Grievance Committee, or the Union President) of the suspension or discharge.
- 10.6 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.
- 10.7 The University 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 University also agrees to provide the steward with a copy of such notice and place a copy in the employee's personnel file.
- 10.8 In taking disciplinary action, the Employer shall not take into account any prior incidents which occurred more than five (5) years previously.

- 10.9 The Employer, at its discretion, may offer an employee an opportunity to resign as an alternative to dismissal. If such an offer is made, it shall remain in effect for two (2) working days after it is made.

ARTICLE 11 PROMOTIONS, TRANSFERS, AND REORGANIZATIONS

- 11.1 Promotions and transfers to job openings in this bargaining unit shall be made to the applicant who is best qualified for the position. Position postings shall be made in accordance with Article 13. The Employer will review all bargaining unit applications and interview all qualified bargaining unit applicants. If, after completing the bargaining unit interview process, the Employer chooses to consider other applicants, the Employer may conduct an external (nonbargaining unit members) search for candidates who possess the desired qualifications. The bargaining unit President will be notified in writing if the Employer initiates an external search. If the external search fails to disclose an appropriate applicant, the Employer reserves the right to either select the best qualified bargaining unit applicant for the position, to not fill the position, or to initiate a second search. When an applicant from within the bargaining unit and an applicant from outside the bargaining unit are equally qualified, the bargaining unit applicant shall be given preference. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern.
- 11.2 Seniority, general performance, attendance, discipline record, training, job skills, education, work experience in a department where the opening exists, other related work experience, interpersonal skills, and the overall needs and interests of the University shall be among the factors in determining the qualifications of an applicant for a promotion or transfer. Each individual bargaining unit candidate is responsible for ensuring that his application for an opening accurately sets forth whatever qualifications he desires the Employer to consider in evaluating his candidacy, and that the records of the University or other knowledge made known by him to the University indicate his qualifications for the opening.
- 11.3 Starting salaries for employees promoted or reclassified to a position in a higher pay grade ordinarily may reflect the following increase, provided the new rate is not less than the minimum of the new pay grade nor more than the maximum of the new pay grade:
- 11.3.1 If the employee's current salary is in the first quartile of the current pay grade, the new pay rate may reflect an increase of up to seven percent (7%).
- 11.3.2 If the employee's current salary is in the second or third quartile of the current pay grade, the new pay rate may reflect an increase of up to five percent (5%).
- 11.3.3 If the employee's current salary is in the fourth quartile of the current pay grade, the new pay rate may reflect an increase of up to three percent (3%).
- 11.3.4 Exceptions may be made to the seven percent (7%), five percent (5%), and three percent (3%) guidelines pursuant to Section 21.1.
- 11.4 Temporary Transfer. A temporary transfer is defined as the movement of an employee to a position within the same department or to another department due to sickness, accident, disciplinary layoff, vacation, leaves of absence, or sudden and unexpected fluctuation in a department's activity. An attempt shall be made to effect such action on a voluntary basis. If there are no qualified volunteers, the Employer may proceed to effect the action. When there is a temporary transfer of an employee to a position in a higher classification, the employee will be paid ten percent (10%)

above the employee's current salary for the length of the transfer if the change extends beyond four (4) weeks.

- 11.5 Temporary Assignment. A temporary assignment is defined as the addition of new job duties not inherent, implied, or otherwise a part of an employee's current realm of responsibilities assigned to the same position due to sickness, accident, disciplinary layoff, vacation, leaves of absence, or sudden and unexpected fluctuation in a department's activity. An attempt shall be made to effect such action on a voluntary basis. If the addition of new job duties and responsibilities are assigned to an employee's position by the President's Council Member, the employee will be paid ten percent (10%) above the employee's current salary for the length of the assignment if the change extends beyond four (4) weeks.
- 11.6 It is understood that it is not the intent of the Employer to erode the bargaining unit through the use of temporary transfers. A temporary transfer or assignment shall not exceed a four- (4) month period (subject to Section 17.3), at which time the employee will be returned to the employee's former position. If the position is still required after four (4) months, it will be posted in the normal manner as provided in Article 13, unless the absent employee is expected to return in the near future, or the fluctuation in the department's activity is expected to decrease in the near future. All temporary assignments or transfers shall be effected in writing by the Employer with copies to the bargaining unit member and the President of the bargaining unit.
- 11.6.1 Should outside recruitment prove necessary in filling a temporary position, employees who are laid off and qualified will be given first consideration. In the event that two (2) or more laid off employees are qualified, seniority will govern.
- 11.7 Interim Appointments. An employee will be considered "interim" if temporarily assigned to a vacant established or anticipated position which is expected to take longer than four (4) months to fill. An employee assigned to an interim appointment will be eligible for benefits as outlined in Article 19. Such "interim" assignment shall not extend beyond ten (10) months unless by mutual agreement.
- 11.8 In the event of a reorganization that affects bargaining unit members, the Director of Human Resources, or the Director's designee, shall inform the Union President of its contemplated actions. Such notice shall be given as soon as practicable prior to the implementation of the proposed reorganization. The Union may request a Special Conference with the Director of Human Resources or the Director's designee, to discuss concerns the Union may have prior to the implementation of such reorganization.
- 11.9 Transfers Due To Illness, Injury, or Handicap
- 11.9.1 The Employer will make a reasonable effort to reassign employees partially incapacitated as a result of an accident or disease or employees who, because of senior years, health or other handicap, are not able to continue in their present position. Such reassignment may be made only to a vacant position which the employee is capable of performing.
- 11.9.2 The regular posting procedure shall not apply to such reassignment.

ARTICLE 12

POSITION CLASSIFICATION COMMITTEE

- 12.1 Definition. The Position Classification Committee shall be comprised of six (6) members: three (3) Employer representatives and three (3) members of the UAW Local 2178. Neither the President's Council member who approves the Management Questionnaire prior to submission to the Position Classification Committee, nor the employee whose position is under consideration for reclassification, shall participate in the Committee's deliberations.
- 12.2 Function. To assign an Administrative Professional pay grade and title to newly created positions and to reclassify positions as a result of the changes in job content of any position.
- 12.3 Before any reclassification request is processed according to the procedure outlined in Section 12.4, it shall be submitted to a two (2) person Review Committee. The Committee shall consist of one (1) person appointed by the Director of Human Resources and one (1) appointed by the Union. Unless extended by mutual agreement, the Review Committee shall, within ten (10) working days after receiving the Management Questionnaire, meet to consider whether or not the request demonstrates the addition of new job duties not inherent or otherwise a part of an employee's current realm of responsibility. If the Committee decides that such a change does not exist, then the request will not be processed.
- 12.4 In the event of the addition of significant new job duties not inherent or otherwise a part of an employee's current realm of responsibility, the employee, the employee's Union representative, or the Employer may initiate a reclassification request by completing a Management Questionnaire which will be forwarded through proper channels to the appropriate President's Council member. If the President's Council member does not approve of the change in job content, the responsibilities of the position shall revert to the status quo duties before the change. If the President's Council member approves of the change in job content, the following administrative procedure agreed upon by the Union and the Employer will be in effect. Each supervisor within the administrative channel shall review and forward the questionnaire to the supervisor at the next level within ten (10) working days. The President's Council member will have fifteen (15) working days to approve or disapprove of the changes in job content.
- (a) The classification/reclassification request will be forwarded to the Human Resources Department.
 - (b) A meeting of the Administrative Professional Position Classification Committee will normally be scheduled within fifteen (15) working days from the date of receipt by the Human Resources Department.
 - (c) The Committee will have the authority to recommend to the President of the University a position's appropriate employee classification group if the issue is in question.
 - (d) The Committee will evaluate and recommend to the President of the University the proper pay grade and title within each employee group.

- (e) The pay grade will be effective the day of the recommendation, if accepted by the President of the University.
 - (f) If the recommendation is not accepted by the President of the University, the responsibilities of the position shall revert to the status quo duties before the change in job content.
 - (g) The Committee may ask supervisors to participate in the meetings when deemed appropriate.
- 12.5 Credit will be given for supervision of student employees at fifty percent (50%) of the established standard provided there is significant supervision required.
- 12.6 If circumstances warrant, the Director of Human Resources, or the Director's designee, may approve an earlier date for pay of promotion other than that specified in Section 12.4(e).
- 12.7 Six (6) months must elapse before a position can be submitted for reevaluation unless all of the Committee members agree to waive the time limitation.
- 12.8 The Union will designate three (3) permanent members of the Position Classification Committee and an alternate for each one. The Committee will only convene when the permanent member or their designated respective alternate is available and that member has the Management Questionnaire at least two (2) working days prior to the meeting unless this two (2) day requirement is waived by mutual agreement.
- 12.9 In the event that the minimum qualifications for a position are changed, the Director of Human Resources, upon request, will meet with the Union President to discuss the basis for the change.

ARTICLE 13

POSITION POSTINGS/COMMUNICATIONS

- 13.1 It is the general policy of the University to fill bargaining unit positions from within whenever the best qualified applicant is available within the University. Employees may apply for positions for which they believe they are qualified. All bargaining unit applicants who meet the minimum qualifications for a bargaining unit position will be given due consideration, including an interview, and will receive proper notification of the disposition of their applications.
- 13.2 In order to provide bargaining unit members an opportunity to apply for bargaining unit position openings, notice of all bargaining unit position openings will be sent to the President and Secretary of the Union and to all University departments by the Human Resources Department at least ten (10) working days prior to the stated application closing date.
- 13.3 The Union shall have the responsibility for posting of such notices on Union bulletin boards. The notice shall include classification title, salary grade and salary range, minimum job qualifications, typical responsibilities, special requirements, job shift, and a stated application closing date.
- 13.4 All bargaining unit positions will be posted internally before notice of vacancies are sent to external publications or agencies.
- 13.5 Nothing in this Article shall prevent the Employer from accepting or considering applications received after the stated application closing date. If the application closing date is extended, it will be extended to all internal and external applicants.
- 13.6 The Employer may require new and continuing employees to sign an individual Employment Agreement. The purpose of the Agreement is to set forth conditions particular to the job. In the event of a conflict between the Employment Agreement and the Master Agreement, the Master Agreement will supersede the individual Employment Agreement.

ARTICLE 14
CONTRACTING AND SUBCONTRACTING AND PRESERVATION OF WORK

- 14.1 If work currently being done by bargaining unit employees can be performed within the required time limits and at a cost equal to or less than the cost of subcontracting the work and at a standard comparable to the subcontracting work, then such work shall not be subcontracted.
- 14.2 If the Employer wishes to subcontract work presently performed by bargaining unit employees, the Director of Human Resources, or the Director's designee, shall notify the Union in writing prior to the subcontractor commencing in such work.
- 14.3 In the event the Employer creates a classification outside the bargaining unit which includes work performed by bargaining unit employees, the Director of Human Resources, or the Director's designee, shall notify the Union in writing in advance of consideration by the Position Classification Committee.
- 14.4 The Director of Human Resources, or the Director's designee, will take appropriate steps to notify all department heads of the requirements of this Article.

ARTICLE 15

WORKDAY AND WORKWEEK/OVERTIME PAY

- 15.1 The normal workday shall consist of eight (8) hours, exclusive of a lunch period without pay; provided, however, that this shall not constitute any guarantee of eight (8) hours per day nor does it affect the requirement that an administrative employee is responsible for performing the full range of the employee's duties and responsibilities without regard to any fixed number of hours in any given workday.
- 15.1.1 Each full-time employee shall be entitled to a rest period of not more than fifteen (15) minutes for each half day worked. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period may not be used to cover an employee's late arrival or early departure, nor may it be regarded as accumulative if not taken.
- 15.2 The normal workweek shall consist of five (5) days of forty (40) hours per week; provided, however, that this shall not constitute any guarantee of five (5) days or forty (40) hours per week nor does it affect the requirement that an administrative employee is responsible for the full range of the employee's duties and responsibilities without regard to any fixed number of hours in any given workweek.
- 15.3 For the purpose of determining compensation for time worked beyond the normal workweek, employees will reside in one (1) of three (3) groupings: (See Appendix A and 1997 Memorandum of Understanding)
- (a) Nonexempt employees as defined by state or federal law.
 - (b) Exempt employees, except employees working in live-in positions.
 - (c) Employees working in live-in positions.
- 15.3.1 Overtime shall be assigned at the discretion of the Employer. Where it is practical to do so, the University agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
- 15.3.2 All overtime work, except that done in emergency situations, 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. If an employee performs work in an emergency situation, the employee may apply for overtime or compensatory time approval after the work is performed. Attendance at professional development conferences or events, off-campus travel except as stated in Section 15.3.6, and unapproved time spent at work beyond the normal workday or workweek, shall not qualify for compensatory time.
- 15.3.3 The Employer will pay overtime as required by state or federal laws to those employees eligible for overtime payments under applicable law.

- 15.3.4 A nonexempt employee required to report for work for which there has been no advance notification and which is not continuous with the employee's scheduled work period, shall be guaranteed at least three (3) hours' pay.
- 15.3.5 An employee who is on annual leave and reports for work at the Employer's request, will not be charged annual leave for that day.
- 15.3.6 When exempt employees are required to travel and their absence from campus extends beyond 8 p.m. or overnight, they will receive two (2) hours of compensatory time for each day of travel; provided that the employee has exceeded the normal workday. However, bargaining unit members based in Marquette, who are required to travel for purposes of student recruitment on behalf of the Office of Admissions and are required to stay overnight, will receive two (2) hours of compensatory time for each day traveled.
- 15.3.6.1 Compensatory time off approved under Section 15.3.6 will be used within sixty (60) calendar days of its date of accrual, with the provision that an extension may be approved by the Director of Human Resources or the Director's designee.
- 15.3.7 Employees working in live-in positions, in view of their compensation in the form of room and board and living arrangements, and due to the unique requirements of their jobs, shall not be entitled to overtime or compensatory time; provided, however, when an employee working in a live-in position is required to work on a University holiday, one (1) day of compensatory time shall be allowed for each holiday worked. In addition, employees working in live-in positions will be off duty two (2) weekends per month or have the option of one (1) weekend and two (2) additional days per month by prior arrangement with the appropriate supervisor.
- 15.3.8 Exempt employees required and scheduled to work over forty (40) hours in a regular workweek may request an equal amount of compensatory time off. Compensatory time will be granted at times when it does not interfere with the departmental operation. This provision does not apply when required travel as defined in Section 15.3.6 is involved.
- 15.3.9 The University agrees to consider the desires of the employee when scheduling compensatory time off.
- 15.3.10 For purposes of computing overtime pay or compensatory time off, a paid holiday, paid sick day, or paid vacation day shall be considered as time worked.
- 15.3.11 Upon approval of the appropriate President's Council Member, "flex-time" (i.e., a schedule of hours different from the regular workday) may be maintained in a department.

ARTICLE 16
CONSULTING, OUTSIDE EMPLOYMENT, AND CONFLICT OF INTEREST

- 16.1 Employees may engage in consulting or outside employment (including acting as an expert witness) only if it does not interfere in any way with University duties and does not adversely affect the quality of University service and does not result in a conflict of interest.
- 16.2 Employees engaged in consultation activities or outside employment shall, prior to undertaking such activities, advise their department or division head and vice president in writing of the anticipated scope and direction of their consulting activity or outside employment. If, in the opinion of the department or division head, outside employment or consulting activity interferes with University duties or adversely affects the quality of University service or presents a conflict of interest, the employee may be asked to terminate the outside employment or consulting activity. If the employee refuses to terminate the outside employment or consulting activity, the employee's appointment may be changed to a part-time basis, properly prorated, on a short-term basis. If the employee's outside employment or consulting activity continues to affect the quality of University service, the employee will be asked to terminate the outside employment or consulting activity. If the employee refuses to terminate it, the employee will be subject to discharge.
- 16.3 The time devoted by staff members to outside consultation shall be limited to an aggregate of two (2) working days per month.

ARTICLE 17 TEMPORARY EMPLOYEES

- 17.1 Temporary Employees. The Employer and the Union agree that it may become necessary to recall laid off employees to temporary assignment or to hire temporary employees on a full- or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit.
- 17.2 Definition. The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive months in the same position 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 Employer that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages.
- 17.3 In the event that a vacated bargaining unit position or a new temporary position is filled by a temporary employee, the Employer will provide the Union President with the name of the person assigned and the department to which the temporary employee has been assigned from information contained on biweekly payroll runs. The temporary filling of a vacated bargaining unit position or a temporary position shall not exceed four (4) months unless the Employer posts a notice of vacancy for that position in which case the Employer may extend the temporary position for an additional three (3) months in order to complete the hiring process. Should the Employer decide that it is necessary to fill the vacated position on a permanent basis, the position will be posted no later than the expiration of the four (4) month period as provided in Article 13.
- 17.4 Temporary employees, except for laid off employees who are recalled to temporary assignments, will not be eligible for University fringe benefits of medical insurance, life insurance, sick leave, vacation, holiday, or seasonal bonus day benefits. Laid off employees who are recalled to temporary assignments shall be entitled to any fringe benefits incident to the position to which they are recalled.
- 17.5 Temporary employees will be paid the minimum hourly rate of the classification of the position.
- 17.6 Any person enrolled for at least six (6) credit hours in a degree granting program and employed under the work-study program or any other student employment program monitored by the Financial Aid Office, or performing services for compensation in order to fulfill an academic requirement, student internship, or graduate assistantship shall be considered a student employee. A graduate student is required to be enrolled for a minimum of four (4) credit hours in a degree granting program to qualify as a student employee. Student employees shall not be used in a manner that results in the elimination of a bargaining unit position or the layoff of a bargaining unit member.

ARTICLE 18 LEAVES

18.1 Leaves of Absence With Pay

18.1.1 Jury Duty Leave. Employees shall be granted jury duty leave with pay for the period they are required to serve. Such leave shall be coordinated with the supervisor and/or department head. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be endorsed to Northern and forwarded to the Financial Services Office with a brief memorandum that includes the dates of the jury duty. An employee is expected to report for regular University duty when temporarily excused from attendance at court. The employee may, at the employee's option, charge jury duty time to annual leave or compensatory time and retain all court fees.

18.1.2 Funeral Leave. If a death occurs among members of an employee's immediate family, the employee will be excused from work, with pay, for three (3) consecutive working days in order to attend the funeral and to make other necessary arrangements. In the case of an employee's parent, spouse or designated individual, child, or stepchild, five (5) consecutive working days will be permitted. Because of extenuating circumstances, the Director of Human Resources may grant the bereaved employee additional time charged to the employee's accumulated annual leave or may extend the period of this funeral leave.

Definition of Immediate Family: The immediate family shall be interpreted as including: spouse or designated individual, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, stepfather, stepmother, half brother, half sister, grandchild, and dependent persons (foster children or relatives residing in the home).

The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

An employee will be allowed one (1) day to attend the funeral of an uncle, aunt, nephew, or niece of the employee or employee's spouse.

A reasonable number of employees in the unit will be allowed to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

18.1.3 Military Reserve and National Guard Duty. The Employer will abide by federal and state laws pertaining to the leave of absence, rehire, and status after rehire on leave of absence of employees who are members of either the National Guard or a unit of the United States Reserve Forces. The following conditions will be applicable to the extent that they do not conflict with these laws:

- (a) To participate in the initial period of three (3) to six (6) months active training duty, employees must, before leaving their assignment, request a leave of absence and present a copy of their military orders to the Director of Human Resources.
- (b) To qualify for reinstatement after the initial period of active training duty, employees must (1) have been in a nontemporary position prior to entrance into the National Guard or Reserve unit; (2) satisfactorily complete training duty; (3) apply for reinstatement within thirty (30) days after release from duty; and (4) be qualified to perform the duties of their former position.
- (c) To participate in required weekly drills, weekend drills, or summer training, prior to leaving their assignment, employees must notify their immediate supervisor of the dates of their military duty and submit a request to be absent from employment for that period. If the period of the absence does not exceed accumulated annual leave, employees may charge such absence to annual leave. For the first fifteen (15) days of absence for annual military training (summer camp) or for service required as a result of a civil disorder or other temporary emergency during any calendar year, employees shall have the option (in lieu of charging the time against annual leave) of being reimbursed by the Employer for the difference between their military pay and regular pay, exclusive of travel pay. At the time of their return, employees must provide military orders regarding the duty and, if they are requesting reimbursement, military pay vouchers.
- (d) Employees must return to work on the first working day following their release from training duty; except when factors beyond their control (such as travel distance) delay their return.

18.1.4 **Mandatory Sick Leave.** If the fitness of an employee to continue in his responsibilities becomes questionable for reasons of physical or mental health, the employee's supervisor shall discuss the matter with the employee in a personal conference. If the problem cannot be resolved in such a conference, the Employer may require the employee to submit to a physical or psychiatric evaluation. The Employer may designate an examiner who must be a licensed physician or psychiatrist and the Employer will assume the cost of the examination. In the event the medical examination results in a finding that the employee is unable to discharge his duties in a competent manner, the Union recognizes that the Employer may have to place the employee on mandatory sick leave, with entitlement to any applicable sick leave, short-term disability, or long-term disability payments. Before an employee is involuntarily placed on such a sick leave, the Employer will notify the President of the Union and give the Union an opportunity to make any objections it has to the proposed action.

18.2 Leaves of Absence Without Pay

18.2.1 **General Conditions.** Except as otherwise specified in a particular leave of absence provision, the following general conditions shall apply to all leaves of absence without pay:

- (a) Seniority in effect or time worked toward seniority at the outset of leave shall be retained, but shall not continue to accumulate during the period of the leave.

- (b) Fringe benefits ordinarily provided to the employee shall not be provided during the period of the leave; provided, however, that the employee may contact the Human Resources Department to make arrangements for the continuation of group life insurance, group health insurance, dental insurance, and optical insurance at the employee's own expense.
- (c) During the time an employee is on a leave of absence, the employee's position may be filled through temporary employment. By mutual agreement of the University and the Union, the status of temporary may be maintained beyond the normal four (4) month period. At the time the employee on leave of absence returns, the employee shall resume his former position if it is funded or the employee shall exercise his bumping rights.
- (d) The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine an employee to verify disability or before returning to active employment. In the event the employee challenges the diagnosis of the physician chosen by the University, the employee, with the assistance of the appropriate Union officials, and the Employer will agree to employ a third physician to examine the employee. The diagnosis of the third physician shall be binding on all parties and the costs of such services shall be shared equally by the Union and the Employer.
- (e) All leaves of absence must be approved by the administrative head and cleared through the Human Resources Department.
- (f) Application for extension of leaves of absence must be made prior to the expiration of the leave.
- (g) The employee will not receive pay for the holidays falling within the leave of absence.
- (h) The employee will not accrue annual leave while on a leave of absence.
- (i) An employee who does not return from a leave of absence upon the expiration of the leave shall have his employment terminated.
- (j) For leaves longer than thirty (30) days, if an employee fails to notify the Director of Human Resources in writing at least thirty (30) calendar days prior to the expiration of the leave of absence of the employee's intent to return to work, then the employee shall be deemed to have voluntarily resigned and his employment will thereby be terminated; provided, however, the Director of Human Resources may consider extenuating circumstances beyond the employee's control in considering the employee's termination due to timeliness of the notice.

18.2.2 Illness or Disability Leave

18.2.2.1 Employees who are not eligible for or who are denied long-term disability benefits may apply for a leave for illness or disability as follows:

- (a) An employee who (1) is unable to work because of personal sickness or injury including pregnancy and pregnancy related disability and (2) has exhausted sick leave pay and short-term disability benefits under Article 19, if applicable, shall be granted a leave of absence

without pay upon request in writing and upon the Human Resources Department receiving satisfactory written evidence of disability.

- (b) The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months.
- (c) The Employer will provide appropriate hospitalization, dental, and optical insurance as provided in Article 19, if applicable, and group life insurance equal to one (1) times the regular annual salary for eligible employees on an approved leave of absence due to sickness or disability (including those receiving Workers' Compensation benefits). However, those employees who have supplemental life insurance are responsible for contacting the Human Resources Department regarding maintaining payments at the employee's expense.

18.2.2.2 Employees who have been employed full-time on a continuous basis for one (1) year or longer will apply for benefits under the Long-Term Disability Program as specified under Article 19. Employees who receive benefits under the Long-Term Disability Program will be considered to be on a disability leave and are subject to the conditions of Article 19.

18.2.2.3 Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

18.2.3 Personal Leaves. Personal leaves may be granted after an employee has exhausted all accumulated annual leave, as follows:

Leaves of absence up to three (3) months without pay may, at the discretion of the Employer, be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care for a newborn infant (including adopted infants), but not for the purpose of obtaining employment elsewhere. Leaves of absence may be extended for an additional three- (3) month period, but the total leave time shall not exceed twelve (12) months.

18.2.3.1 Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

18.2.4 Family and Medical Leave Act (FMLA) Leave

18.2.4.1 An employee is eligible, effective August 5, 1993, for a FMLA Leave if he has been an employee for at least twelve (12) months and has been employed as an employee at least one thousand two hundred and fifty (1,250) hours during the twelve- (12) month period immediately preceding the leave effective date at a worksite where the Employer employs at least fifty (50) employees within a seventy-five (75) mile radius.

18.2.4.2 Subject to the notice and certification requirements described below, an eligible employee may request and will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve- (12) month period for one or more of the following events:

- a. For the birth of a son or daughter of the employee and to care for such child.
- b. For the placement of a child with the employee for adoption or foster care.

- c. To care for a spouse or designated individual, child, or parent of the employee if the former has a serious health condition, or
 - d. Because of a serious health condition of the employee, which renders him unable to perform the functions of the employee's position.
- 18.2.4.3 The taking of a 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 sentence shall be construed to entitle any employee who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
- 18.2.4.4 Employees who take a 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.
- 18.2.4.5 During the period of a 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 coverage would have been provided if the employee had continued in employment for the duration of the leave; provided, however, that the Employer may recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a 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 member to leave under Sections 18.2.4.2 (c) or 18.2.4.2 (d) above, or other circumstances beyond the employee's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.
- 18.2.4.6 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 or designated individual, child, or parent who has a serious health condition, the employee is first required to exhaust any available paid vacation leave and necessity leave (e.g., personal leave days, family care leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 18.2.4.7 If the requested leave is due to the employee's serious health condition, the employee is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 18.2.4.8 An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth month (of the twelve [12] month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

- 18.2.4.9 Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child 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 his child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.
- 18.2.4.10 An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Director of Human Resources, 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.
- 18.2.4.11 An eligible employee who foresees the need for a leave of absence due to planned medical treatment for himself, his spouse or designated individual, child or parent, should notify, in writing, the Director of Human Resources as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such an employee must also give at least thirty (30) calendar days' written notice, unless impractical in which case the employee must provide as much written notice as circumstances permit.
- 18.2.4.12 If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the employee is needed for such care.
- 18.2.4.13 If the requested leave is because of a serious health condition of the employee which renders him unable to perform the functions of the employee's position, the employee may be required to file with the Employer the physician's or health care provider's statement as allowed by the FMLA.
- 18.2.4.14 Leaves taken under Sections 18.2.4.2 (a) or 18.2.4.2 (b) above shall not be taken intermittently unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA leaves taken under Sections 18.2.4.2 (c) or 18.2.4.2 (d) 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 better accommodates recurring periods of leave than the employee's regular position.
- 18.2.4.15 An employee on an approved leave under this Article must report to the Director of Human Resources every four (4) workweeks regarding his status and intent to return to work upon conclusion of the leave.
- 18.2.4.16 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 Sections 18.2.4.2 (c) or 18.2.4.2 (d) above, the

Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

18.2.4.17 The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993 and any terms used from the FMLA will be as defined in the Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

18.2.4.18 The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

18.2.5 Seasonal Leaves. Seasonal leaves may be granted as follows:

- (a) Leaves of absence up to four (4) months without pay may be granted to employees who have acquired seniority under this Agreement.
- (b) The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer.
- (c) The University will provide the regular premium contributions for hospitalization, dental, and optical as provided in Article 19 and life insurance coverage (one [1] times regular annual salary) while an employee is on a seasonal leave. However, an employee on seasonal leave who has supplemental life insurance must contact the Human Resources Department regarding maintaining payments for such coverage at the employee's expense.
- (d) The employee shall continue to accumulate seniority while on a seasonal leave.
- (e) The employee will not receive pay for the holidays falling within the leave of absence.
- (f) The employee will be returned to the employee's original position upon the expiration of a seasonal leave.
- (g) Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

18.2.6 Educational Leaves. Educational leaves of absence of up to two (2) years may be granted to employees for the purpose of professional development of direct benefit to the University, provided:

- (a) The employee has been regularly employed for five (5) or more consecutive years; and
- (b) Such leave will terminate at the end of two (2) years or when the employee ceases to be a full-time student, whichever occurs first.
- (c) Such leave may be for nondegree employee improvement programs in addition to degree programs.

(d) Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

18.2.7 Political Activity Leave. Employees are expected to observe the following guidelines in connection with political candidacy or appointment to public office:

(a) Employees are expected to discuss such candidacy or appointment with their division or department head prior to public announcement.

(b) Employees undertaking political candidacy will be expected to meet all of their University obligations unless a leave of absence without pay is taken for the time involved. Taking a leave of absence without pay shall not normally be required in the case of candidacy for local or county office or in a primary contest unless the primary campaign might interfere with the person's normal duties. In the case of candidacy for state or national office, a leave of absence without pay shall normally be required after the primary election. If the employee receives party nomination to state or national office, the employee shall request a leave of absence without pay.

(c) University facilities and services are not to be used by staff members running for office or in campaigning for a specific candidate; provided, however, that unit members (in their capacity as citizens and not in their capacity as employees) shall have the same access to University facilities and services that any other citizen may have.

(d) The duration of the leave will be for the first term of office elected to or the first term of the appointment.

(e) An extension of such a leave of absence will be considered upon receipt of a written request to the appropriate vice president and the Director of Human Resources at least thirty (30) days prior to the leave termination date. The extension shall be subject to the same provisions governing the original leave of absence.

(f) Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

18.2.8 Union Leave. An employee elected or appointed to a position with the International Union, or delegated by the Local Union, which necessitates a leave of absence, may request an unpaid leave of absence. Such request shall be made to the Director of Human Resources 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. Such requests must be made in writing and must be signed by the UAW Director of Region 1D. Such leaves shall be granted by the University for a period of not less than sixty (60) days and not more than two (2) years or the term of office, whichever may be shorter. No more than two (2) employees will be allowed to take such leave for any given period. An employee who fails to notify the Director of Human Resources, in writing, at least sixty (60) calendar days prior to the expiration of the leave of absence of intent to return to work, shall be deemed to have voluntarily resigned and employment will thereby be terminated; provided, however, the Director of Human Resources may consider extenuating circumstances beyond the employee's control in considering the employee's termination due to timeliness of the notice.

18.2.8.1 Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

- 18.2.9 **Military Leave and Veteran's Reemployment Rights.** The Employer will abide by federal and state laws pertaining to the leave of absence, rehire, and status after leave of absence or rehire of nontemporary employees who enter the regular Armed Forces of the United States, provided that they meet all eligibility requirements specified in such laws, including the requirement to request a leave of absence and to reapply within specified time limits.
- 18.2.9.1 Please refer to Section 18.2.1 for General Conditions regarding leaves of absence without pay.

ARTICLE 19

BENEFITS

19.1 Holidays

19.1.1 The following holidays will be observed on the calendar day on which each falls, except that a holiday that falls on a Sunday will normally be observed on the following Monday and a holiday that falls on a Saturday will normally be observed on the preceding Friday:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) December 25

19.1.2 In addition to the holidays stated above, each fiscal year, the Employer will schedule six (6) seasonal bonus days. One (1) seasonal bonus day will be the day after Thanksgiving, one (1) will be the day before or after December 25, and one (1) will be the day before or after New Year's Day. It is the Employer's intention to designate the days between December 25 and New Year's Day a "Holiday Week." Any additional days may be designated by the Employer on another date or left as "floating" seasonal bonus days for the employee to schedule with the supervisor.

19.1.3 If an employee is scheduled to work on a designated holiday, the employee will be paid at the straight time rate and will be granted two (2) hours of time off for each hour worked. Such time off will be arranged with the supervisor and must be used by the end of the current fiscal year.

19.1.4 If an employee is scheduled to work on a designated seasonal bonus day, the employee will be paid at the straight time rate and will be granted equivalent time off. Such time off must be used prior to June 30 of the fiscal year.

19.1.5 No holidays or seasonal bonus days will be "cashed out."

19.1.6 When the designated holiday occurs on a scheduled day off in the employee's workweek, the employee will receive an additional day off with pay to be arranged with the supervisor who will make an effort to grant the additional day off as near as practical to the designated holiday.

19.1.7 A holiday or seasonal bonus day falling during a scheduled period of annual leave or sick leave will not be charged against annual leave or sick leave. If an employee is absent on the working day immediately preceding or immediately following the holiday or seasonal bonus day, the employee will not be paid for the holiday or the seasonal bonus day unless the employee's absence is excused.

- 19.1.8 Employees who are regularly scheduled to work at least twenty (20) hours per week will be entitled to holiday and seasonal bonus day pay proportionate to the time actually worked. Temporary employees as defined in Article 17 and employees who regularly work less than twenty (20) hours per week will not qualify for holiday or seasonal bonus day pay.
- 19.2 Sick Leave
- 19.2.1 Employees who are regularly scheduled to work a normal forty (40) hours per week may remain on sick leave, at one hundred percent (100%) of base wages, for a period not to exceed two hundred and forty (240) hours, six (6) weeks, in a fiscal year. Employees who have used two hundred and forty (240) hours of sick leave and are unable to return to work, as evidenced by a statement from their physician, may be eligible to receive short-term disability benefits as outlined in Section 19.3.
- 19.2.1.1 In their initial year of employment or upon return to work from layoff or an unpaid leave of absence, employees hired or returned to active employment from layoff or unpaid leave between July 1 and September 30 shall be eligible for up to two hundred and forty (240) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between October 1 and December 31 shall be eligible for up to one hundred sixty (160) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between January 1 and March 31 shall be eligible for up to one hundred twenty (120) hours of sick leave; and employees hired or returned to active employment from layoff or unpaid leave between April 1 and May 31 shall be eligible for up to sixty-four (64) hours of sick leave in the fiscal year. Employees hired or returned to active employment from layoff or unpaid leave after May 31 shall be eligible for sick leave in the subsequent fiscal year.
- 19.2.2 Employees who are regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours per week will be entitled to sick leave proportionate to the time actually worked. Temporary employees as defined in Article 17 and employees who regularly work less than twenty (20) hours will not qualify for sick leave.
- 19.2.3 All payments for sick leave shall be made at the employee's current rate of pay.
- 19.2.4 Any sick leave taken for less than a full day will be charged in increments of tenths of one (1) hour. (e.g., absence of two [2] hours and five [5] minutes would be charged at two and one-tenth [2.1] hours of sick leave.)
- 19.2.5 Sick leave shall be available for use by employees for the following purposes:
- (a) Personal illness or incapacity over which the employee has no reasonable control.
 - (b) Absence from work because of exposure to contagious disease which, according to Marquette County Health Department standards, would constitute a danger to the health of others by the employee's attendance at work.
 - (c) Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonworking hours.

- 19.2.6 Employees who have exhausted their sick leave and are still unable to return to work, must apply for either a leave of absence for illness or disability as specified under Section 18.2.2 or short-term or long-term disability as specified under Sections 19.3 or 19.4, whichever is applicable.
- 19.2.7 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday but will not be charged a day of sick leave.
- 19.2.8 Employees are required to notify their department or division head of all absences due to sickness on a daily basis. Where an employee is expected to be hospitalized or confined to his home, the employee and the employee's department or division head may arrange for notification at appropriate intervals.
- 19.2.9 An employee who has been severely ill or who has been hospitalized because of illness or surgery must provide a statement from the employee's personal physician stating that the employee is able to resume his assigned duties, including any limitations attached thereto.
- 19.2.10 In the case of extended sick leave absences or in an effort to determine the validity of an employee's use of sick leave, the employee may be requested to furnish a physician's statement of physical condition to the employee's department or division head who shall be responsible for verifying absence due to illness or disability.
- 19.2.11 Employees hired prior to November 6, 1994 had their accrued sick leave hours frozen and a value computed. The "frozen accrual value" was computed by multiplying the number of sick leave hours accumulated as of November 6, 1994 by the base hourly salary rate prevailing as of that date.
- 19.2.11.1 Payout of the frozen accrual value will be made over a four (4)-year period commencing December 1997. The percentage used to compute the payout will be based on the employee's number of years of service at Northern Michigan University as of November 6, 1994 as reflected in the leave date on the Annual and Sick Leave Status Report. The percentage will remain fixed over the four (4)-year period.
- 19.2.11.2 The four (4)-year payout starting in December of 1997 is as follows:

| | |
|-----------------------------|-----|
| 10 or more years of service | 50% |
| 9 years of service | 45% |
| 8 years of service | 40% |
| 7 years of service | 35% |
| 6 years of service | 30% |
| 5 years of service | 25% |
| 4 years of service | 20% |
| 3 years of service | 15% |
| 2 years of service | 10% |
| 1 or less years of service | 5% |

- 19.2.11.3 Any payout amount less than \$1,500 will be paid in the first year.

19.2.11.4 Payout of the unpaid balance will be made upon termination of employment prior to expiration of the four (4)-year period.

19.2.11.5 In the event of the death of a full- or part-time employee, the employee's surviving spouse, if any, or the beneficiary as designated on the Authorization to Disburse Earnings and Allowances form on file in the Human Resources Department, if any, or the estate in that order of priority shall be paid the remaining "frozen accrual value."

19.2.11.6 Employees who transfer from a position that accrues sick leave to a position that does not accrue sick leave will have any accrued sick leave hours frozen and a value computed based on their salary immediately preceding the transfer. The value will be calculated in the same manner as Section 19.2.11.

19.2.12 The Employer affirms its obligation to comply with applicable state and federal law regarding the confidentiality and use of employee medical records. Employee medical records will be accessible only to University employees who have a demonstrable need for such access.

19.3 Short-Term Disability

19.3.1 When sick leave has been exhausted, employees who are eligible for disability coverage under the University's Long-Term Disability Insurance Program are covered by additional Short-Term Disability Program benefits proportionate to their regular appointment period as follows:

- (a) Upon receipt of satisfactory medical evidence of disability (inability to discharge regular duties), the Director of Human Resources will authorize payment of seventy-five percent (75%) of the employee's base salary and all of the employee's fringe benefit payments. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) short-term disability payment and full salary.
- (b) The benefits provided in the preceding paragraph will continue until the Long-Term Disability Insurance Program becomes effective, or until the employee recovers and resumes his regular duties, or until the employee dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability.
- (c) An employee shall continue to accrue vacation while using regular sick leave.
- (d) Once regular sick leave has been exhausted and the employee is placed on short-term disability, the employee shall cease to earn vacation.
- (e) An employee who returns to work after having received short-term disability will be required to requalify for sick leave benefits by working a period of twenty (20) consecutive work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Director of Human Resources in cases of very serious illness or disability. Exceptions shall be granted at the sole discretion of the Employer and any such decision to grant or deny any exception shall not be grievable.

19.3.2 Employees who are not eligible under the Long-Term Disability Insurance Program will be paid under the provisions of the Sick Leave and Short-Term Disability Policies. Once these benefits have been exhausted, salary payments will cease. Employees may be eligible for an unpaid Illness or Disability Leave as specified in Section 18.2.2.

19.4 Long-Term Disability

19.4.1 The current policy provides for the payment of sixty percent (60%) of the regular yearly salary, with a monthly maximum specified in the insurance policy, for all full-time employees who have been employed one (1) full year or longer and who, in the opinion of our carrier, are considered to be totally disabled. The sixty percent (60%) level is less any and all offsets (Social Security, Workers' Compensation, etc.) as determined by the insurance policy. The University will pay the full cost of a Long-Term Disability Insurance Program.

19.4.2 Total disability under the current program is "the inability of the employee, by reason of sickness or bodily injury, or pregnancy, to perform the material and substantial duties of any occupation for which the employee is reasonably qualified by education, training, or experience. You must be under the regular care of a physician, other than yourself or a member of the family."

19.4.3 Physician is defined as a physician legally licensed to practice medicine and/or surgery.

19.4.4 Seniority of employees shall not accrue while on long-term disability.

19.4.5 The Employer will provide hospitalization, dental, and optical insurance, if applicable, as provided in Section 19.5, 19.6, and 19.7 and one (1) times regular annual salary as group life insurance as provided by our carriers for those receiving long-term disability benefits to a maximum of two (2) calendar years.

19.4.6 Employees who receive this benefit are considered to be on a disability leave as specified in Article 18, Section 18.2.2, to a maximum of two (2) calendar years, at which time employment shall be terminated.

19.5 Hospitalization and Medical Insurance

19.5.1 The Employer will, during the life of the Agreement, maintain and contribute to a hospitalization and medical program for full-time bargaining unit members who complete and file application in accordance with the Employer's and the administrator's regulations. The Employer's contribution to the health program for each bargaining unit member participating will be as follows:

1997-98 average cost up to \$5,620

1998-99 average cost up to \$5,817

1999-2000 average cost up to \$6,050

19.5.1.1 If the average cost is less than the amounts specified above, the difference will be considered savings and accrue to the benefit of the bargaining unit members. The total savings will be computed based on the average number of bargaining unit members covered during the health plan

year. Any savings accrued will be carried forward and applied to excess costs in subsequent years as specified in Section 19.5.1.2.

- 19.5.1.2 Any net savings carried forward from 1997-98 will be applied to any excess costs in 1998-1999. Any costs in excess of the amount specified in 1997-98 will be paid by bargaining unit members up to a maximum of \$750. Any costs in excess of the maximum bargaining unit member contribution will be covered by the Employer.

Any net savings carried forward from 1998-99 will be applied to any excess costs in 1999-2000. Any costs in excess of the applied savings will be paid by bargaining unit members up to a maximum of \$750. Any costs in excess of applied savings and maximum bargaining unit member contribution will be covered by the Employer.

Any net savings remaining at the end of the 1999-2000 contract year will be distributed to active bargaining unit members in a manner specified by the Union. The method of distribution cannot include an increase in base salaries, since the savings is a one-time savings.

- 19.5.2 The Union authorizes the Employer to withhold the appropriate employee contributions through payroll deduction.

- 19.5.3 Average cost is defined as the total of claims or premiums, administrative fees, reinsurance, Employer's share of F.I.C.A. and stop loss premiums divided by the average number of University employees covered during the health plan year.

- 19.5.4 In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan. The Employer will discuss with the Union representatives any proposed changes in insurance carriers.

- 19.5.5 Prescription Drug Card Program

The University agrees to provide a Prescription Drug Card Program with a maximum of a \$5.00 copayment.

- 19.6 Dental

- 19.6.1 The University agrees to contribute the full cost per bargaining unit member of a family plan premium for eligible bargaining unit members for a defined dental plan for all participating full-time bargaining unit members.

- 19.6.2 Participation in the plan is optional for all full-time bargaining unit members.

- 19.6.3 The plan must maintain the level of participation of the bargaining unit members on roll as determined by the carrier.

- 19.6.4 The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll bargaining unit members, and to communicate with the insurance carrier regarding administration of the plan.
- 19.7 Optical
- 19.7.1 The University agrees to contribute the full cost per bargaining unit member of a family plan premium for eligible bargaining unit members for a defined optical plan for all participating full-time bargaining unit members.
- 19.7.2 Participation in the plan is optional for all full-time bargaining unit members.
- 19.7.3 The plan must maintain the level of participation of the bargaining unit members on roll as determined by the carrier.
- 19.7.4 The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll bargaining unit members, and to communicate with the insurance carrier regarding administration of the plan.
- 19.8 Life Insurance
- 19.8.1 The University will pay the premiums for term life insurance equal to an employee's annual base salary rate, (rounded to the next highest multiple of one thousand dollars [\$1,000]), with an accidental death and dismemberment rider, for all full-time employees who complete the necessary forms for this coverage within thirty (30) days of obtaining full-time status.
- 19.8.2 Additional personal coverage equal to three (3) times the employee's annual base salary rate (rounded to the next highest multiple of one thousand dollars [\$1,000]), may be obtained at the employee's cost, including coverage for the employee's spouse and/or dependent children. The University agrees to make available to the Union the available options for employee-paid, increased dependent life insurance coverage when the life insurance contract is renegotiated.
- 19.8.3 In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan. The Employer will discuss with Union representatives any proposed changes in insurance carriers.
- 19.9 Insurance Obligation. The University's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's or administrator's rules and regulations.
- 19.10 Retirement
- 19.10.1 Employees who are scheduled to work at least twenty (20) hours per week are eligible to participate in the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) Retirement Program if they complete the necessary application forms within ninety

(90) days of their employment date. Employees scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

- 19.10.2 Employees first hired prior to January 1, 1996 who did not elect TIAA-CREF are covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS).
- 19.10.3 For those employees hired prior to October 1, 1998 who participate in TIAA-CREF, the Employer shall contribute twelve and one-half percent (12.5%) of salary up to \$20,000 of salary paid and seventeen and one-half percent (17.5%) of salary paid above \$20,000.
- 19.10.4 For those employees hired October 1, 1998 or later who participate in TIAA-CREF, the Employer shall contribute twelve and one-half percent (12.5%) of salary.
- 19.10.5 Effective January 1, 2000, the salary base for retirement contribution purposes will no longer include "in kind" payments (e.g., value of meals, lodging, personal use portion of an Employer-furnished vehicle, etc.).
- 19.10.6 Retirement Privileges
 - 19.10.6.1 Upon retirement, employees will receive a membership card from the NMU Retirees Association which will entitle them to all the NMU Retirees Association Benefits.
 - 19.10.6.2 To be eligible for retirement benefits and privileges as a retiree of Northern Michigan University, regardless of the retirement program in which the bargaining unit member participates, the total of a bargaining unit member's age and years of service at NMU must equal or be greater than seventy (70) as of the retirement effective date and the bargaining unit member must have a minimum of ten (10) years of full-time service with the University.
- 19.11 Tuition Scholarship Program
 - 19.11.1 Tuition scholarships will be awarded to employees, spouses, and dependent children, as defined by the Internal Revenue Service, on a space available basis.
 - 19.11.2 Employees, spouses, and dependent children, as defined by the Internal Revenue Service, shall be allowed to take an unlimited number of credit hours per semester.
 - 19.11.3 Employees may enroll in courses up to a maximum of four (4) credit hours during regular working hours. Arrangements for such time off must be made with the immediate supervisor. All time so devoted will be made up within the same biweekly pay period through arrangements with the immediate supervisor and/or department head. If the Employer assigns a bargaining unit member to take a class offered only during the employee's scheduled work time, the employee shall not be required to make up the time.
 - 19.11.4 Those who participate in the Tuition Scholarship Program are not eligible to receive additional University funded scholarships or grants.

19.11.5 In the event of an employee's death, the surviving spouse as long as he/she does not remarry, and dependent children, as long as they continue to meet the I.R.S. definition, who are participating in the Tuition Scholarship Program as specified in Section 19.11.2 at the time of the employee's death may continue in the Program until completion.

19.11.6 In the event of death to an employee who had at least fifteen (15) years of service at NMU, the surviving spouse, as long as he/she does not remarry, and the dependent children when they become eligible for enrollment at NMU and as long as they continue to meet the I.R.S. definition, may participate in the program until they complete their course of study.

19.11.7 No employee on an unpaid leave of absence or their spouse or dependent children shall receive such a scholarship unless it is approved by the Director of Human Resources prior to the commencement of such leave.

19.12 Bookstore Discount

19.12.1 All full-time employees, their spouse, and dependents living in the home shall be entitled to receive a twenty percent (20%) discount on all books purchased at the Bookstore and a ten percent (10%) discount on all other items. These discounts shall not apply to sale items or to cap and gown rentals and purchases.

It is agreed that once all other employee groups agree to eliminate the "benefit," Local 2178 will also agree to eliminate it.

19.13 Recreation Membership

Employees may acquire a single Recreation Membership for themselves, free of charge, by completing the annual application process. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such employees. Once per year, employees may sponsor one (1) person, other than their spouse, for a Recreation Membership at the reduced rate which would otherwise be afforded family members of employees.

19.14 Vacation

19.14.1 Full-time, twelve- (12) month employees will accrue vacation according to the following schedule:

| <u>Years of Continuous Service at NMU</u> | <u>Annual Accrual Rate Hours (Days)</u> | <u>Maximum Accrual Hours (Days)</u> |
|---|---|-------------------------------------|
| 1 through 5 | 120 (15) | 180 (22.5) |
| 6 through 10 | 160 (20) | 240 (30) |
| 11 and over | 200 (25) | 300 (37.5) |

Less than twelve- (12) month employees will accrue vacation at the same accrual rate during the specified period of their appointment.

- 19.14.2 An employee must be compensated for forty (40) hours of the pay period in order to accrue vacation.
- 19.14.3 Accumulated vacation may be used as earned.
- 19.14.4 All leaves will be granted at the convenience of the Employer with the provision that an employee with greater seniority will be given priority consideration for his original request of vacation dates by the employee's department or division head.
- 19.14.5 When a regular paid holiday is observed by the University during the time the employee is on vacation, the employee will not be charged with a vacation day.
- 19.14.6 Employees in positions financed by grants will abide by the vacation schedules as specified in Section 19.14.1 except when the terms of the grant are established exclusively by a source outside the University and specify otherwise.
- 19.14.7 Departments or Divisions which experience "slack" or "down" periods may require that vacation time be used during these periods. The minimum increment to be so used is one (1) day.
- 19.14.8 Employees employed on appointments less than twelve (12) months and whose position is related to the academic calendar will in most instances be required to take their vacation during the periods when classes are not in session.
- 19.14.9 Actual time off must be taken in order to receive payment for vacation except an employee will receive pay in lieu of actual time off under the following circumstances:
- (a) Retirement; or
 - (b) Cessation of employment; or
 - (c) Death, in which case the pay for unused vacation will be paid to the surviving spouse, if any, or to the beneficiary as designated on the Authorization to Disburse Earnings and Allowances form on file in the Human Resources Department, if any, or to the estate.
- 19.14.10 Employees earn vacation credits while on vacation and sick leave except those terminating their employment will not accrue vacation days beyond the last day worked.
- 19.14.11 Employees who are regularly scheduled to work at least twenty (20) hours per week will be entitled to vacation days proportionate to the time actually worked. Temporary employees as defined in Article 17 and employees who regularly work less than twenty (20) hours will not qualify for vacation.
- 19.14.12 The Employer shall reimburse employees who lose travel or accommodation deposits made in connection with annual leave under the following conditions:
- (a) The employee must notify the supervisor and the Human Resources Department in writing, at least ninety (90) days in advance of the annual leave date, the amount of the deposits and of

the latest possible date on which the employee can cancel the reservation without financial loss.

- (b) If the Employer subsequently cancels the employee's annual leave after the latest possible date on which the employee could cancel the reservation without financial loss, the Employer shall reimburse the employee for said loss.

19.14.13 When employees transfer to another position in which no annual leave may be earned, employees will be paid the value of unused annual leave up to the appropriate maximum accrual limit. When employees transfer to a position with a lesser maximum accrual limit, employees will be paid for any annual leave hours above the new maximum accrual limit.

19.15 Family Care Leave

19.15.1 Employees may use eighty (80) hours of paid Family Care Leave per fiscal year for the confining illness or injury to members of the immediate family (spouse or designated individual, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the employee is principally responsible. The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

19.15.2 The first forty (40) hours will be at one hundred percent (100%) of base wages. The next forty (40) hours will be at seventy-five percent (75%) of base wages. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) Family Care Leave and full salary.

19.15.3 Once an employee uses eighty (80) hours of Family Care Leave, additional time required for the care of a family member must be taken as personal leave days, annual leave, floating holiday, if available, or unpaid leave. The University reserves the right to review cases on an individual basis and to require documentation.

19.15.4 The first forty (40) hours of Family Care Leave will not be counted toward the twelve (12) week mandatory protection offered by the Family Medical Leave Act (FMLA).

19.16 Personal Leave Days

19.16.1 On July 1 of each year, employees will be granted twenty-four (24) hours of paid personal leave. Personal leave may be used in one (1) hour increments and may be scheduled as needed by the employee with prior approval of the supervisor. Personal leave cannot be carried over into the next fiscal year and will not be paid upon change in employment status.

19.16.2 New employees hired between July 1 and December 31 will be granted twenty-four (24) hours of personal leave on their date of hire. New employees hired between January 1 and April 30 will be granted twelve (12) personal leave hours on their date of hire.

- 19.17 Workers' Compensation
 - 19.17.1 An employee injured on the job during working hours and requiring medical attention shall be paid for the remainder of the day on which he was injured if the attending physician determines that the injury is serious and the employee must remain off the job for the day.
 - 19.17.2 Employees who suffer an injury compensable under the Workers' Compensation Act and who are awarded such compensation shall be paid the difference between the employee's regular wages and payment received under the provisions of the Act for a maximum of six (6) consecutive months.
 - 19.17.3 Employees who have been disabled for six (6) consecutive months and are unable to return to work may, if eligible, apply for long-term disability benefits as specified in Section 19.4.
- 19.18 Dependent Care Assistance Program (DCAP)
 - 19.18.1 The Employer agrees to offer an employee-paid Dependent Care Assistance Program to all full-time bargaining unit members.
- 19.19 Flexible Spending Accounts
 - 19.19.1 Effective with the next open enrollment period after the ratification of this Agreement, the Employer will establish flexible spending accounts and premium conversion plans for health, dental, and optical expenditures for insurance premiums and deductibles as allowable by law.
- 19.20 Study Committees
 - 19.20.1 Should committees be formed for the purpose of studying improvements in the fringe benefit program, retirement program, and cost containment program, Local 2178 will have equal representation as the other Unions on the committees.

ARTICLE 20

EVALUATION OF EMPLOYEES

20.1 Evaluation Periods

- a. Probationary employees shall be evaluated before the end of the probationary period and before the end of any extended probationary period.
- b. Employees who have successfully completed a probationary period shall be formally evaluated each year.

20.2 General Provisions

- a. Whenever possible, evaluations shall be made by the employee's immediate supervisor.
- b. In evaluating the performance of an employee, the supervisor shall consider factors such as the work assigned, resources available to the employee, additional assignments, changes in priorities, and circumstances beyond the control of the employee which affect the employee's ability to perform assigned tasks.
- c. Although many factors have bearing on the evaluation process, supervisors will rely heavily on the employee's current Position Description and the Management Questionnaire when evaluating the employee. If the employee believes that the Position Description or Management Questionnaire does not accurately reflect his essential job functions, the employee may initiate a reclassification request.
- d. No employee will receive an overall rating of "Unacceptable" on his annual evaluation unless there is evidence of at least one prior corrective interview.
- e. The employee shall be given a complete copy of the performance appraisal.
- f. The employee shall sign the original performance appraisal to indicate the employee has received a copy of the performance appraisal. Such a signature shall not be construed to indicate the employee agrees or disagrees with the evaluation.
- g. If an employee disagrees with statements made in his evaluation, the employee may submit a statement and/or supporting documentation to be attached to the evaluation not to exceed seven (7) sheets of 8 1/2 x 11 inch paper.
- h. Any employee who so requests may review a summarized statement of the evaluation comments received by the supervisor during the evaluation process.
- i. If an evaluation is cited in a disciplinary proceeding, the employee will be provided with a specification of the underlying factual basis of information solicited by the Employer which is used to complete the portion of the evaluation cited in the disciplinary proceeding.

ARTICLE 21 WAGES

21.0 Wages

- 21.1 A salary increase will be provided over the 1996-97 salary base retroactive to October 1, 1997 or to the date of hire, whichever is later.

In addition to the salary adjustments negotiated in this contract, the Union expressly recognizes the right of the University to make any additional salary adjustments it chooses for any, all, or no bargaining unit members in its sole discretion.

- 21.1.1 For the period October 1, 1997 to September 30, 1998, all AP-UAW employees who are on roll on the date of ratification of this Agreement by the Union will receive a 3% salary increase over the 1996-97 salary base if the increase will not place them above the maximum of the revised salary schedule which has been raised 3% over the 1996-97 salary schedule. If the 3% increase places an employee above the maximum, then the employee shall receive the portion of the 3% which will bring the employee to the maximum and the remainder of the 3% as a bonus payable quarterly. Employees at or above the maximum before any increase will receive the entire 3% as a bonus payable quarterly.
- 21.1.2 For the period October 1, 1998 to September 30, 1999, all AP-UAW employees on roll will receive a 3% salary increase over the 1997-98 salary base if the increase will not place them above the maximum of the salary schedule. If the 3% increase places an employee above the maximum, then the employee shall receive the portion of the 3% which will bring the employee to the maximum and the remainder of the 3% as a bonus payable quarterly. Employees at or above the maximum before any increase will receive the entire 3% as a bonus payable quarterly.
- 21.1.3 For the period October 1, 1999 to September 30, 2000, all AP-UAW employees on roll will receive a 2.75% salary increase over the 1998-99 salary base if the increase will not place them above the maximum of the salary schedule. If the 2.75% increase places an employee above the maximum, then the employee shall receive the portion of the 2.75% which will bring the employee to the maximum and the remainder of the 2.75% as a bonus payable quarterly. Employees at or above the maximum before any increase will receive the entire 2.75% as a bonus payable quarterly.
- 21.2 No bargaining unit member shall be paid less than the minimum pay rate of the pay grade in which their position is classified.
- 21.3 Grant or contract employees will be treated in the same manner if their grant or contract funding permits. Employees on grants or contracts will be governed by the provisions of the grant. However, in no case will a grant or contract employee receive a higher increase than a regular bargaining unit member would have received.
- 21.4 "On roll" is defined as working, on paid sick leave, or on annual leave (vacation), but does not include being paid annual leave after resignation.

21.5 Employees Working in Live-in Positions

Salary and compensation for employees working in live-in positions will be determined as follows:

1. Prorate annual salary by multiplying by .79 (9.5 months). Total compensation for bargaining unit members employed in this classification shall be paid in kind and in cash.
2. The figure arrived at in Step 1 will be used to determine the salary base for retirement and life insurance benefits. Effective January 1, 2000, the salary base for retirement and life insurance contribution purposes will be the cash amount as determined in Step 4 below.
3. In kind payment will be valued as follows:
 - (a) Twenty-five percent (25%) of the current unfurnished two (2) bedroom faculty/staff apartment rate plus \$25 for furnishings will be the base monthly apartment rate.
 - (b) Fifty percent (50%) of the a la carte semester rate.
4. Cash payment will be determined by subtracting the in kind payment arrived at in Step 3 from the base arrived at in Step 2.
5. For those employees who have elected the Michigan Public School Employees Retirement System, contributions by Northern Michigan University shall not exceed the maximum allowable by regulation.
6. Employees will be responsible for providing their own meals when a contract feeding kitchen is not in operation.

ADMINISTRATIVE/PROFESSIONAL SALARY SCHEDULES**1997 - 1998**

| Pay Grade | Minimum | 25th | Midpoint | 75th | Maximum |
|----------------------|----------------|-------------|-----------------|-------------|----------------|
| A2 | \$19,815 | \$22,689 | \$25,562 | \$28,434 | \$31,309 |
| A3 | \$21,799 | \$24,958 | \$28,120 | \$31,280 | \$34,442 |
| A4 | \$23,977 | \$27,455 | \$30,931 | \$34,408 | \$37,885 |
| A5 | \$26,374 | \$30,200 | \$34,024 | \$37,849 | \$41,672 |
| A6 | \$29,013 | \$33,218 | \$37,425 | \$41,634 | \$45,839 |
| A7 | \$31,915 | \$36,541 | \$41,170 | \$45,797 | \$50,425 |
| A8 | \$35,105 | \$40,195 | \$45,285 | \$50,376 | \$55,467 |
| A9 | \$38,615 | \$44,217 | \$49,814 | \$55,414 | \$61,012 |
| A10 | \$42,477 | \$48,636 | \$54,794 | \$60,953 | \$67,113 |

1998 - 1999

| Pay Grade | Minimum | 25th | Midpoint | 75th | Maximum |
|----------------------|----------------|-------------|-----------------|-------------|----------------|
| A2 | \$20,409 | \$23,370 | \$26,329 | \$29,287 | \$32,248 |
| A3 | \$22,453 | \$25,707 | \$28,964 | \$32,218 | \$35,475 |
| A4 | \$24,696 | \$28,279 | \$31,859 | \$35,440 | \$39,022 |
| A5 | \$27,165 | \$31,106 | \$35,045 | \$38,984 | \$42,922 |
| A6 | \$29,883 | \$34,215 | \$38,548 | \$42,883 | \$47,214 |
| A7 | \$32,872 | \$37,637 | \$42,405 | \$47,171 | \$51,938 |
| A8 | \$36,158 | \$41,401 | \$46,644 | \$51,887 | \$57,131 |
| A9 | \$39,773 | \$45,544 | \$51,308 | \$57,076 | \$62,842 |
| A10 | \$43,751 | \$50,095 | \$56,438 | \$62,782 | \$69,126 |

1999 - 2000

| Pay Grade | Minimum | 25th | Midpoint | 75th | Maximum |
|----------------------|----------------|-------------|-----------------|-------------|----------------|
| A2 | \$20,970 | \$24,013 | \$27,053 | \$30,092 | \$33,135 |
| A3 | \$23,070 | \$26,414 | \$29,761 | \$33,104 | \$36,451 |
| A4 | \$25,375 | \$29,057 | \$32,735 | \$36,415 | \$40,095 |
| A5 | \$27,912 | \$31,961 | \$36,009 | \$40,056 | \$44,102 |
| A6 | \$30,705 | \$35,156 | \$39,608 | \$44,062 | \$48,512 |
| A7 | \$33,776 | \$38,672 | \$43,571 | \$48,468 | \$53,366 |
| A8 | \$37,152 | \$42,540 | \$47,927 | \$53,314 | \$58,702 |
| A9 | \$40,867 | \$46,796 | \$52,719 | \$58,646 | \$64,570 |
| A10 | \$44,954 | \$51,473 | \$57,990 | \$64,509 | \$71,027 |

ARTICLE 22
TERMINATION OR MODIFICATION

- 22.1 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2000.
- 22.2 If either party desires to terminate this Agreement, it shall, not later than sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to contract anniversary date.
- 22.3 If either party desires to negotiate modifications of this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of such intent, in which event the notice shall set forth the nature of the modification or modifications desired. In the event the Employer and the Union undertake such negotiations to modify this Agreement, it shall expire on September 30, 2000, at 11:59 p.m., unless it is extended for a specific period by mutual written agreement of the Employer and the Union.
- 22.4 Notice of Termination or Modification Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Secretary, Local 2178, UAW, and if the Employer, addressed to Director of Human Resources, Human Resources Department, Northern Michigan University, or to any such address as the Union or the Employer may make available to each other.
- 22.5 Effective Date. This Agreement shall be in effect upon ratification by the Union and approval by the Board, and shall continue in effect until 11:59 p.m., September 30, 2000.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: 4/3/98

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (TECHNICAL, OFFICE
AND PROFESSIONAL AND ITS LOCAL 2178)

Kathleen G. Godec

Kathleen G. Godec
President
Local 2178 - UAW

Gary A. Quick

Gary A. Quick
UAW International Representative
Region 1D - UAW

George Andros

George Andros
Director
Region 1D - UAW

Michael G. Hellman

Michael G. Hellman
Bargaining Committee Member

Barbara S. Platt

Barbara S. Platt
Bargaining Committee Member

Peter B. Rabine

Peter B. Rabine
Bargaining Committee Member

David F. Staples

David F. Staples
Bargaining Committee Member

Rod J. Vivian

Rod J. Vivian
Bargaining Committee Member

ON BEHALF OF THE NORTHERN MICHIGAN
UNIVERSITY BOARD OF CONTROL

Michael J. Roy

Michael J. Roy
Vice President for Finance and Administration

Arthur D. Pickering, Jr.

Arthur D. Pickering, Jr.
Director of Human Resources

Kurt N. Sherwood

Kurt N. Sherwood
University Counsel

UAW - Local 2178 Ratification
November 11, 1997

Board of Control Approval
December 12, 1997

APPENDIX A NONEXEMPT POSITIONS

AP-2

All positions

AP-3

All positions

AP-4

Administrative Assistant-Student Affairs
Circulation Supervisor
Computer Laboratory Technician
Computing Lab Supervisor
Engineer/Technician I
Graphic Artist
Graphic Artist-Publications & Printing Services
PC Technician
Production Associate
Program Coordinator (Campus/Off-Campus/Contracted Services)
Supervisor-Telephone Campaigns
Telecommunications Network Technician
University Photographer

AP-5

Food Service Supervisor
Senior Electronics Maintenance Engineer
Telecommunications Network Specialist

AP-6

Crime Prevention & Community Policing Specialist
Engineer/Technician II
Investigator

AP-7

Audio Visual Operations Supervisor

AP-8

Assistant Director-Public Safety

Grievance No. _____

APPENDIX B

**ADMINISTRATIVE/PROFESSIONAL - UAW 2178
NORTHERN MICHIGAN UNIVERSITY GRIEVANCE PROCEDURE**

EMPLOYEE _____
Name _____ Position _____
Department _____ Classification _____

NATURE OF GRIEVANCE (Cite specific articles) _____

DATE GRIEVANCE OCCURRED _____

REMEDY REQUESTED _____

DATE OF VERBAL PRESENTATION TO
SUPERVISOR _____

Employee Signature

DATE FORM SUBMITTED TO
SUPERVISOR _____

Union Steward Signature

STEP 1
SUPERVISOR/
DEPT HEAD

SUPERVISOR'S FIRST STEP REPLY _____

DATE _____ SUPERVISOR'S SIGNATURE _____

DISTRIBUTION: Original - Union; Copy - Supervisor, Director of Human Resources

Check this box if you wish to advance your grievance to the second step of the grievance procedure.

UNION OFFICIAL'S SIGNATURE _____

Step 2

DATE SUBMITTED TO SECOND STEP _____

DATE OF SECOND STEP MEETING _____

HUMAN
RESOURCES
DIRECTOR

HUMAN RESOURCES' SECOND STEP REPLY _____

DATE _____ DIRECTOR'S SIGNATURE _____

DISTRIBUTION: Original - Union; Copy - Director of Human Resources

Check this box if the grievance has not been satisfactorily resolved and you wish to advance the grievance to arbitration.

UNION OFFICIAL'S SIGNATURE _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
LOCAL 2178 - UAW
1997**

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional body corporate (hereinafter referred to as the University), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office, and Professional) Local 2178 (hereinafter referred to as the Union), the recognized bargaining agent for Administrative/Professional employees of the University, whereas the parties agree as follows:

1. The University agrees that the bargaining unit members employed in the classifications of Assistant Director-University Center, Supervisor-Apartment Facilities, Supervisor-Architectural Trades, Supervisor-Building Services, Supervisor-Energy Management, Supervisor-Grounds, Supervisor-Facility Support Services, and Supervisor-Mechanical/Electrical Trades shall be eligible for overtime payments pursuant to the following conditions.
2. The first one hundred (100) hours in a contract year of additional time worked will earn compensatory time at straight time rates.
3. Any additional hours in excess of one hundred (100) hours of earned compensatory time will be compensated at a premium rate of one and one-half (1.5) times the employee's effective hourly rate. The effective hourly rate shall be determined by taking the employee's annual salary and dividing it by two thousand and eighty (2,080).
4. The unused balance of any compensatory time in a contract year which has not been used by the end of the first quarter after the end of the contract year shall be paid to the employee at one (1) times the employee's effective hourly rate.
5. Each employee in the above classifications shall begin each contract year with a zero (0) balance of compensatory time for the new year with the understanding that any carried over compensatory time from the previous year will be used by the end of the first quarter following the end of the previous contract year or paid off as set forth above.

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (TECHNICAL, OFFICE,
AND PROFESSIONAL) AND ITS LOCAL 2178

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Kathleen A. Godec

Kathleen G. Godec
President
Local 2178

Dated: 3-6-98

Gary A. Quick

Gary A. Quick
UAW International Representative
Region 1D - UAW

Dated: 3-16-98

Arthur D. Pickering, Jr.

Arthur D. Pickering, Jr.
Director of Human Resources

Dated: March 19, 1998

Michael J. Roy

Michael J. Roy
Vice President for Finance and Administration

Dated: 3-19-98

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