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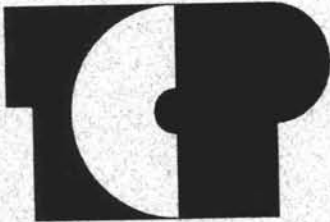
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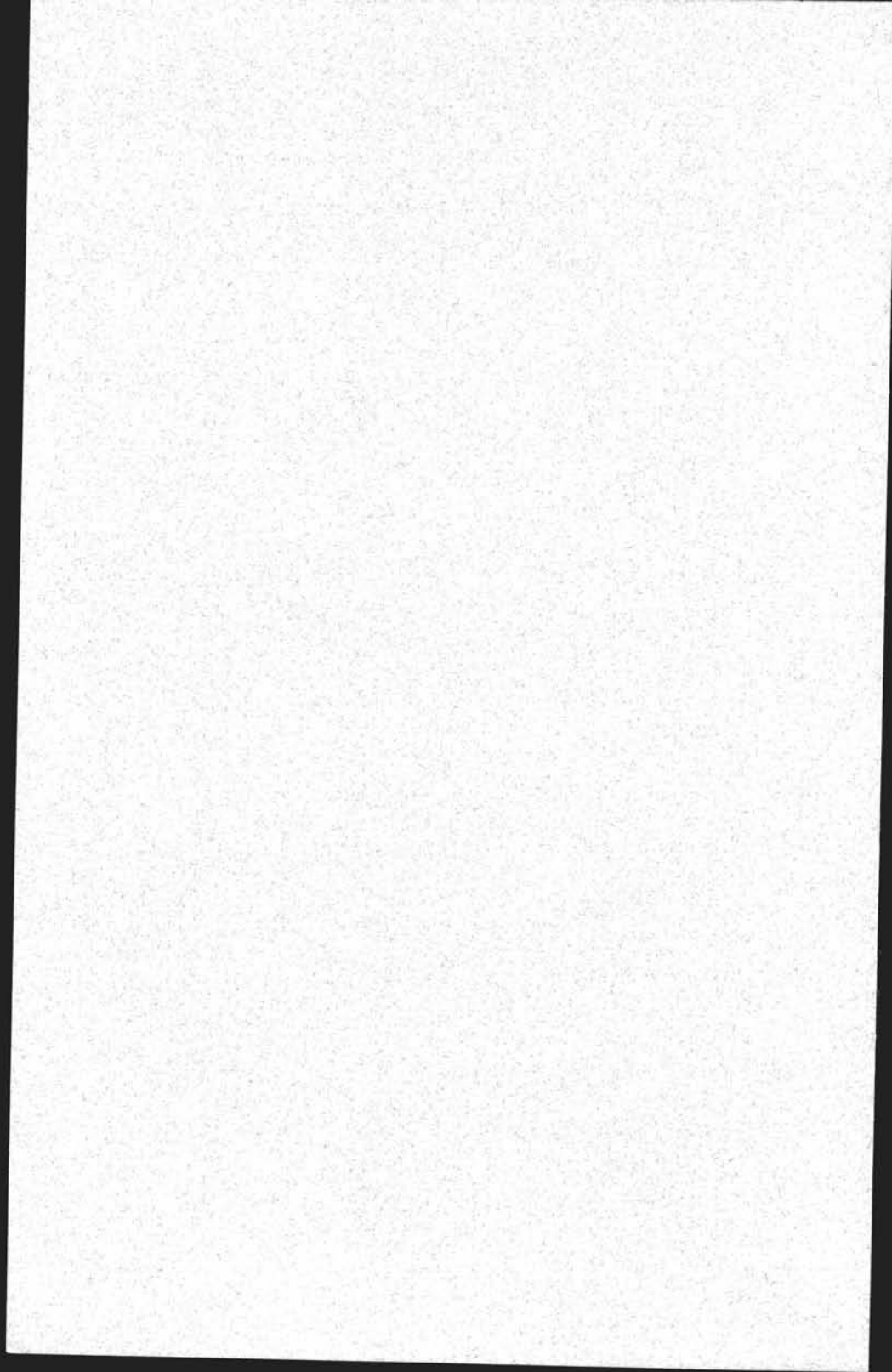
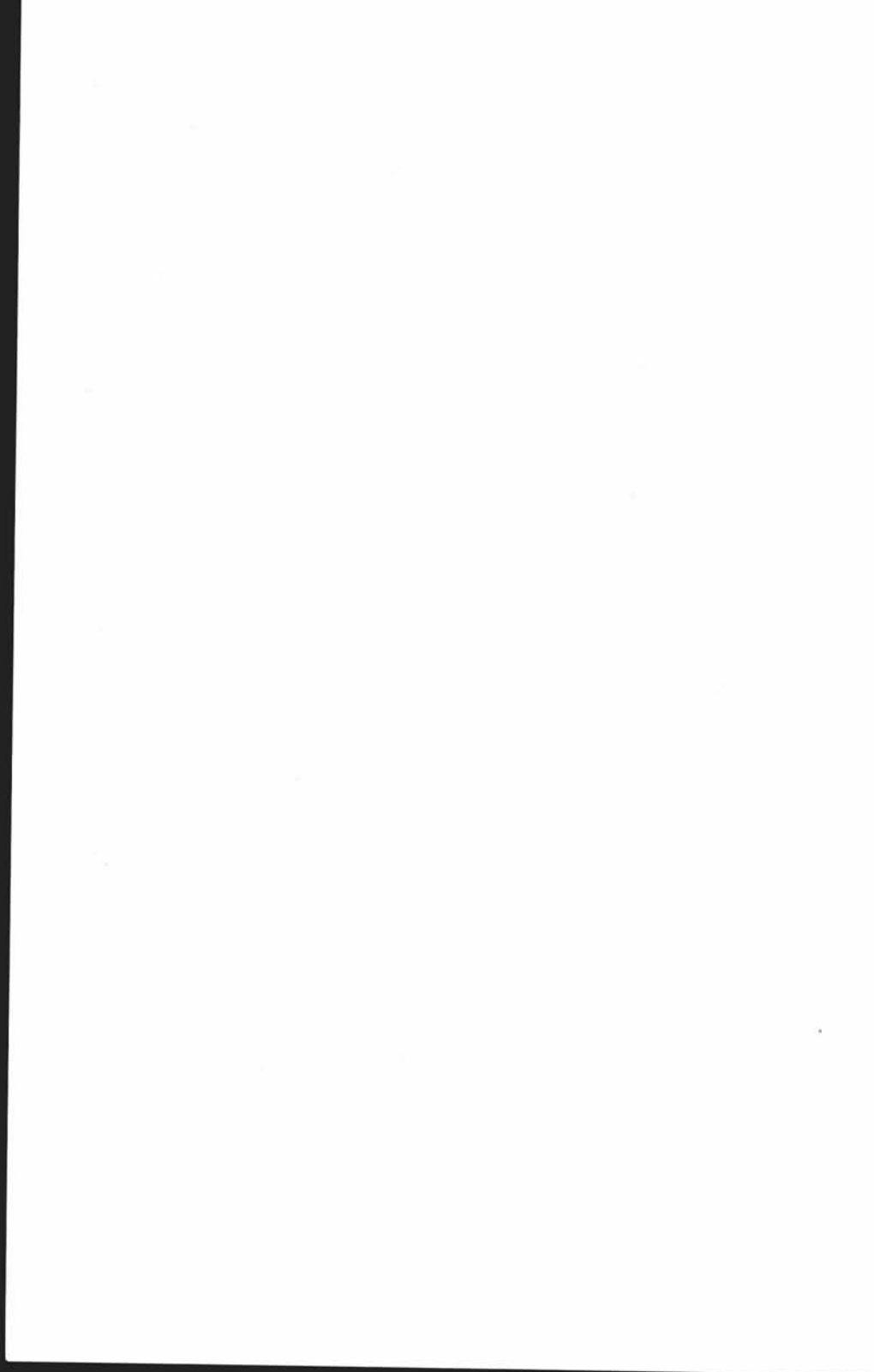


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ARTICLE I AGREEMENT

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

ARTICLE II PURPOSE AND INTENT

2. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations between the Employer and the Union.
3. The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

ARTICLE III RECOGNITION

4. Pursuant to and in accordance with sections 11 and 12 of Act 336 of the Public Acts of 1947 as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for employees within the following Bargaining Unit as certified by Case No. R75D-168 of the State of Michigan, Department of Labor, employment Relations Commission.
5. Included: all regular full-time and part-time non-academic and/or non-faculty professional administrative employees employed by Eastern Michigan University at its Ypsilanti, Michigan and Flint, Michigan installations; excluded: executive officers (including the Administrative Associate to the President, Assistant to the President and Assistant Vice Presidents), Deans, Associate Deans, Assistant Deans, Directors, Chief Budget Officer, Budget Analysts, Athletic Coaches, Personnel Managers, Internal Auditor, other confidential employees, student employees, supervisors, and all other employees and Safety Department supervisors.

**ARTICLE IV NON DISCRIMINATION AND FAIR
EMPLOYMENT PRACTICES**

6. A. The Employer and the Union recognize their respective responsibilities under Federal, State and local laws relating to fair employment practices.
7. B. It shall be the policy of the University in recognition of the rights of all employees and applicants as individuals, to recruit and hire in all classifications without regard to race, sex, marital status, age, color, religion, political beliefs, sexual orientation, or national origin. Further, it shall be the policy of the University to take affirmative action to ensure that all personnel actions such as rate compensation, promotion,

retirement, transfers, fringe benefits, layoffs, return from layoffs, University training programs, social and recreational programs are administered without regard to race, sex, marital status, age, color, religion, political beliefs, physical disabilities, nepotism, sexual orientation, or national origin and in accordance with the provisions of this Agreement.

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

ARTICLE V RIGHTS OF THE EMPLOYER

9. A. All management rights and functions except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:
 10. 1. full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces;
 11. 2. the right to change or introduce new or improved operations, methods, means or facilities;
 12. 3. in accord with the provisions of this Agreement the right to hire, schedule, promote, demote, transfer and lay off employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.
13. B. None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

ARTICLE VI UNION SECURITY

A. UNION MEMBERSHIP

14. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer

into the Bargaining Unit, whichever is later, and shall continue such membership, or pay such service fees, as a condition of continued employment. Within thirty (30) days after the hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the University's Personnel Office and the employee. At this meeting such employee shall be apprised of this Article's provisions.

B. CHECK-OFF

15. 1. During the life of this Agreement, and in accordance with the terms of the Authorization Form and to the extent of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union Dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the University's Payroll and Personnel Offices written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.
16. 2. Employees may have monthly membership dues, or service fees, deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union.
17. 3. A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Finance Officer by the Employer.
18. 4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
19. 5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Constitution of the International Union, refunds to the employees will be made by the Union.
20. 6. All sums deducted by the Employer shall be remitted to the Union's

Financial Office once each month with ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employee who has terminated his or her Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.

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

C. FAILURE TO COMPLY

22. 1. An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union shall be terminated by the Employer, provided the following stipulations are adhered to:
23. a. The Union shall notify the employee by certified or registered mail explaining that he or she is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
24. b. The Union shall give a copy of the letter sent to the employee and the following written notice to the Director of Employee Relations, or his/her designee at the end of the thirty (30) day period set forth in Section a. above:
25. The Union certifies that (Name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee.
26. 2. Upon receipt of such notice the Director of Employee Relations or his or her designee, shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10)

calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he or he or she shall be terminated.

D. SAVE HARMLESS

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

E. DISPUTES

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

ARTICLE VII STRIKES AND LOCKOUTS

29. A. It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slowdown, and on the part of the Employer no lockout.
30. B. In the case of any strike, slowdown or other suspension of work not author-izes by the Union, its officers or agents, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided, that the Union complies fully with the following:
31. 1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
32. 2. Upon receipt of such notice, the responsible Union representative shall talk with those employees responsible for or participating in such violation, stating to them that:
33. a. The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.
34. b. The Union instructs the employees to immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in this Agreement.
35. C. In the event individual employees or groups of employees engage in any of the prohibited activities set forth in Paragraph A above, the Employer shall have the right to, at its discretion, discipline or discharge such employee or groups of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Paragraph A above, the Employer shall

have the right to, at its discretion, discipline or discharge such employee or groups of employees and the employee or employees involved, may process a grievance challenging that issue or whether or not the amount of discipline was proper, starting at the Third (3rd) Step of the Grievance Procedure, provided such grievance is presented, in writing, to the Office of Employee Relations within three (3) working days after the date upon which the employee was disciplined or discharged.

ARTICLE VIII COMMUNICATIONS

36. A. The Union shall provide the Employer with a list of Local Union officers, Bargaining Committee members, and stewards and their jurisdictional districts every six (6) months (January 1 and July 1). The Employer shall be notified of any changes to such listing at the time they occur.
37. B. The Employer will, through its Personnel Office, provide the Union a list of its representatives every six (6) months (February 1 and August 1) with changes thereto as they occur.
38. C. Employees shall be responsible for providing the Employer and the Union with changes in their addresses or telephone numbers within five (5) working days of such changes.
39. D. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement in booklet form. The Employer will provide such copies of the Agreement within sixty (60) calendar days, or sooner, of the date on which the galley proofs of the fully ratified Agreement have been initialed by the parties. Each new hire, rehire, reinstated or transferred employee who does not have a copy of this Agreement shall be supplied a copy by the Employer.
40. E. The Union shall be furnished information concerning the date of employment, rate of pay and classification of new employees, effective dates of transfer and terminations, and beginning and ending dates of leaves of absence within ten (10) calendar days following the end of each pay period.
41. F. The Employer shall also furnish the Union with a list of Bargaining Unit employees showing the seniority date, classification, salary grade and salary rate. Revised lists shall be furnished the Union every sixty (60) days.
42. G. The Union Grievance Chairperson and Local President, or their designees, and a representative or designee of the Employer's Office of Employee Relations, will meet not later than the 10th day of each month. The Employer's representative will present and review at this meeting the previous month's status changes within the Bargaining Unit. The

Grievance Chairperson and Local President, or their designees, shall be released with pay for the purpose of attending these meetings. It is understood that any matters discussed, or any action taken pursuant to such meeting shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Union under the terms of this Agreement.

ARTICLE IX SPECIAL CONFERENCES

43. At the request of either the Union or the Employer, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure: provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his or her designated representative, and a designated representative of the Employer's Office of Employee Relations. Representatives of the Union not to exceed five (5), shall be released with pay for the purpose of attending a conference. Representatives of the employer shall likewise not exceed five (5). However, the parties may mutually agree to include additional persons if circumstances warrant. Conferences may be attended by representatives of the International Union. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer of the Union under the terms of this Agreement. However, this understanding does not preclude the parties from entering into a written mutual agreement.

ARTICLE X REPRESENTATION AND RELEASE TIME

44. A. The Employer shall recognize three (3) seniority employees of the Bargaining Unit and the Local President as the Bargaining Committee.
45. B. The Employer shall recognize a Steward and an Alternate Steward in each representation district as agreed upon by the parties in Appendix G. The Alternate Steward shall be recognized only in the absence of the regular Steward.
46. C. Upon request of an employee, the Steward, or if unavailable the Alternate Steward, during working hours and without time or loss of pay, shall be granted release time for investigating and/or adjusting grievances, in his or her own district, in accordance with the terms of the Grievance Procedure.
47. D. Members of the Bargaining Committee shall be granted release time, without loss of pay, to present and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedure. Further, not more than one (1) member of the Bargaining Committee shall be granted release time, without loss of time or pay, not to exceed fifty (50) hours per quarter (July-September, October-December, January-

March, April-June), for the purpose of investigating grievances which have been appealed to Step III of the Grievance Procedure. Such release time shall not be cumulative from quarter to quarter.

48. E. The Supervisor shall grant permission and provide sufficient time to Union representatives to leave their work for the above purposes, subject to necessary emergency exceptions. The privilege of Union representatives leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the presentation and/or investigation of grievances and will not be abused and the Union representatives will perform their regularly assigned work at all times; except when necessary to leave their work for the presentation and/or investigation of grievances as provided herein. The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision and for Supervisors to arrange for such release time when requested by Union representatives, with the understanding that such release time must be provided within a reasonable period of time.
49. F. Officers of the Union may request release time without pay for the purpose of conducting official business of the International Union for up to thirty (30) calendar days provided the employee makes a prior written request to the Director of Employee Relations, or his or her designee, who shall approve such a request, subject to necessary emergency exceptions. Leaves in excess of thirty (30) calendar days shall be requested in accordance with the Union Leave provision.
50. G. Members of the Bargaining Unit shall be allowed time off, without loss of pay, to attend to official Union business. Time off provided pursuant to this provision shall not exceed a maximum total aggregate of twelve (12) days per contract year for the Bargaining Unit. This privilege is subject to the understanding that the released employee will perform his or her regularly assigned work at all times, except when necessary to leave his or her work as herein provided.
51. H. The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision. Requests for release time must include the endorsement of the Union President and shall be submitted, in writing, to the Director of Employee Relations, or his or her designee. Unless conditions render it impossible to do so, such request shall be received by the Director of Employee Relations, or his or her designee, not less than forty-eight (48) hours prior to the desired commencement of the period of absence. Such request shall be granted by the Director of Employee Relations, or his or her designee, subject to necessary emergency exceptions and the written concurrence of the Union President.

ARTICLE XI

GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

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

B. STEP I

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

C. STEP II

56. 1. Within five (5) working days from the date the grievance is presented, the Employer's Step II representative shall determine the date on which shall be held a meeting with the aggrieved employee and the Steward, a member of the Bargaining Committee, the Supervisor, and at the option of the Employer, a representative of the Office of Employee Relations.
57. 2. Within five (5) working days of such a meeting, the Step II representative shall submit a written decision to the Bargaining Committee Chairperson or designee.

D. STEP III

58. 1. If the grievance remains unresolved, and the Union wishes to appeal the grievance, the Chairperson of the Bargaining Committee must, within five (5) working days after receipt of the Step II answer by the Union, request in writing a meeting with the Director of Employee Relations, or his or her designated representative.
59. 2. Within five (5) working days after receipt of the written request for a meeting, the Director of Employee Relations, or his or her designee, shall arrange and hold a meeting to discuss the grievance with the Bargaining Committee and not more than three (3) representatives of the Employer.
60. 3. Representatives of the International Union shall be allowed to attend this meeting and if not present such meeting may, if requested by the Union, be adjourned and be reconvened at a later date. If such an adjournment is requested, the Director of Employee Relations, or his or her designee, shall reconvene such a meeting within ten (10) working days from date of request, and the International Representative(s) shall be allowed to attend the meeting.
61. 4. Within ten (10) working days after this meeting the Director of Employee Relations, or his or her designee, shall communicate his decision, in writing, to the Chairperson of the Bargaining Committee. Any agreement reached at Step III shall be final and binding.
62. 5. If the Local President is not a member of the Bargaining Committee, the Local President, or his or her designee, may also attend a Step III meeting.

E. STEP IV

63. 1. If the grievance remains unresolved after Step III, the Union may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than fifteen (15)

working days after receipt of the Step III answer, with concurrent notification to be provided to the Director of Employee Relations, or his or her designee. Notification to the Director of Employee Relations, or his or her designee, shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration, identification of the grievance, issue(s) and provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limitations as herein prescribed, the Step III disposition of the grievance shall be considered final. Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

64. 2. Grievances within the meaning of the Grievance Procedure and of this Arbitration Clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.
65. 3. In the event of arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union and the employee or employees involved.

F. TIME LIMITS FOR STEP II AND III ANSWERS AND APPEALS

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

G. GRIEVANCE RESOLUTIONS

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

Union, shall be binding on the Union, the Employer and employees.

**ARTICLE XII DISCIPLINE, SUSPENSION OR
DISCHARGE**

A. GENERAL PROVISIONS

68. 1. Prior to commencing an investigatory interview with an employee, the consequences of which could lead to suspension or discharge, the Supervisor will advise the employee of his/her right to Union representation. If the employee elects such representation, the interview will not commence until the Union representative is present. The Employer agrees, upon the discharge, suspension or discipline of an employee to promptly notify, in writing, the employee and the Steward of the employee's district of the discharge, suspension or discipline. The Employer also agrees to provide the Steward with a copy of such notice for the Chairperson of the Bargaining Committee and place a copy in the employee's personnel file.
69. 2. A discharged or suspended employee will be allowed to discuss his or her discharge or suspension with the Steward of the district, and the Employer will make available an area where he or she may do so, before he or she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his or her Steward prior to the employee leaving the premises.

B. APPEAL OF A DISCHARGE OR SUSPENSION

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

C. APPEAL OF A WRITTEN REPRIMAND

71. 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.

D. USE OF PAST RECORD

72. In imposing any discipline on a current charge, the Employer agrees not to take into account any prior minor infractions to record (in an employee's personnel file) that occurred more than eighteen (18) months

previously or major infractions of record (in an employee's personnel file) such as fighting, drinking while on duty, or any type of immoral act, that occurred more than thirty (30) months previously, except those which constitute a felony under State or Federal law.

ARTICLE XIII PROBATIONARY EMPLOYEES

- 73. A. Matters concerning the discipline, layoff or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration Procedures.
- 74. B. Each employee of the Bargaining Unit shall be considered a probationary employee for the first ninety (90) calendar days of employment as a regular employee.
- 75. C. A probationary employee shall have no seniority during his or her probationary period. Upon completion of the probationary period, the employee shall be placed on the seniority list of the Bargaining Unit and his or her seniority shall start from his or her last date of hire as a regular employee.

ARTICLE XIV SENIORITY

A. GENERAL PROVISIONS

- 76. 1. Employees in the Bargaining Unit who have completed their probationary period shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular employee from the date of their last hire as such an employee. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he or she had been hired.
- 77. 2. If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective Social Security numbers, the employee with the lowest number being given the highest rank.
- 78. 3. Except as otherwise provided, an employee excluded from the Bargaining Unit shall have no seniority in the Bargaining Unit and if transferred to the Bargaining Unit, for purposes of layoff and recall, shall have seniority for such purposes from the date of such transfer.
- 79. 4. Except as hereinafter provided, an employee who transfers to a position excluded from the Bargaining Unit, at his or her own request or at the request of the Employer, shall retain all accrued seniority earned prior to his or her transfer from the Bargaining Unit. When a University employee is returned to the Bargaining Unit through some action of the Employer, whose reason for effecting the employee's

return to the Bargaining Unit shall not be challengeable by the Union, such employee shall be permitted to apply that seniority earned prior to his or her transfer out of the Bargaining Unit for the purpose of determining his or her proper placement in the Bargaining Unit, pursuant to the Reduction of Workforce and Recall Provisions of this Agreement, and establishing entitlement to other rights and benefits provided herein.

80. 5. An employee who transfers or is transferred to a position excluded from the Bargaining Unit and thereafter exercises his or her seniority rights in returning to the Bargaining Unit must remain within the Bargaining Unit for eighteen (18) consecutive months. Employees who transfer or are transferred outside the Bargaining Unit within such eighteen (18) month period shall lose all seniority rights earned pursuant to this Agreement. In those situations which are beyond the control of the individual employee, the Local Union Bargaining Committee and the Director of Employee Relations, or his or her designee, shall review the circumstances pertaining thereto and, by mutual agreement, may waive the above provisions and/or reinstate the individual employee's seniority rights.
81. 6. An employee granted a leave of absence pursuant to this Agreement shall during the period of this or her absence, retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.
82. 7. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.
8. Loss of Seniority
83. An employee shall lose his or her seniority and shall be terminated for the following reasons:
84. a. He or she voluntarily terminates his or her employment.
85. b. He or she is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
86. c. He or she retires or receives a pension under the Pension Plan of this Agreement.
87. d. He or she is absent from his or her job for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his or her last known address that he or she has lost his or her seniority, and his or her employment has been terminated.

- 88. c. If he or she does not return to work within ten (10) working days when recalled from layoff. In proper cases, exceptions may be made.
- 89. f. Failure to return to work within the time limits of a leave absence or an extended leave of absence.
- 90. g. If laid off for a period equal to his or her seniority or three (3) years, whichever is less.
- 91. 9. The seniority list published in accordance with the provisions of Article XIII.A.8, marginal paragraph (83) of the parties Agreement dated September 1977, shall, except for seniority dates changed as a result of a grievance filed in accordance with the provisions therein, be binding on all employees in the Bargaining Unit.

B. SENIORITY OF STEWARDS AND UNION OFFICIALS

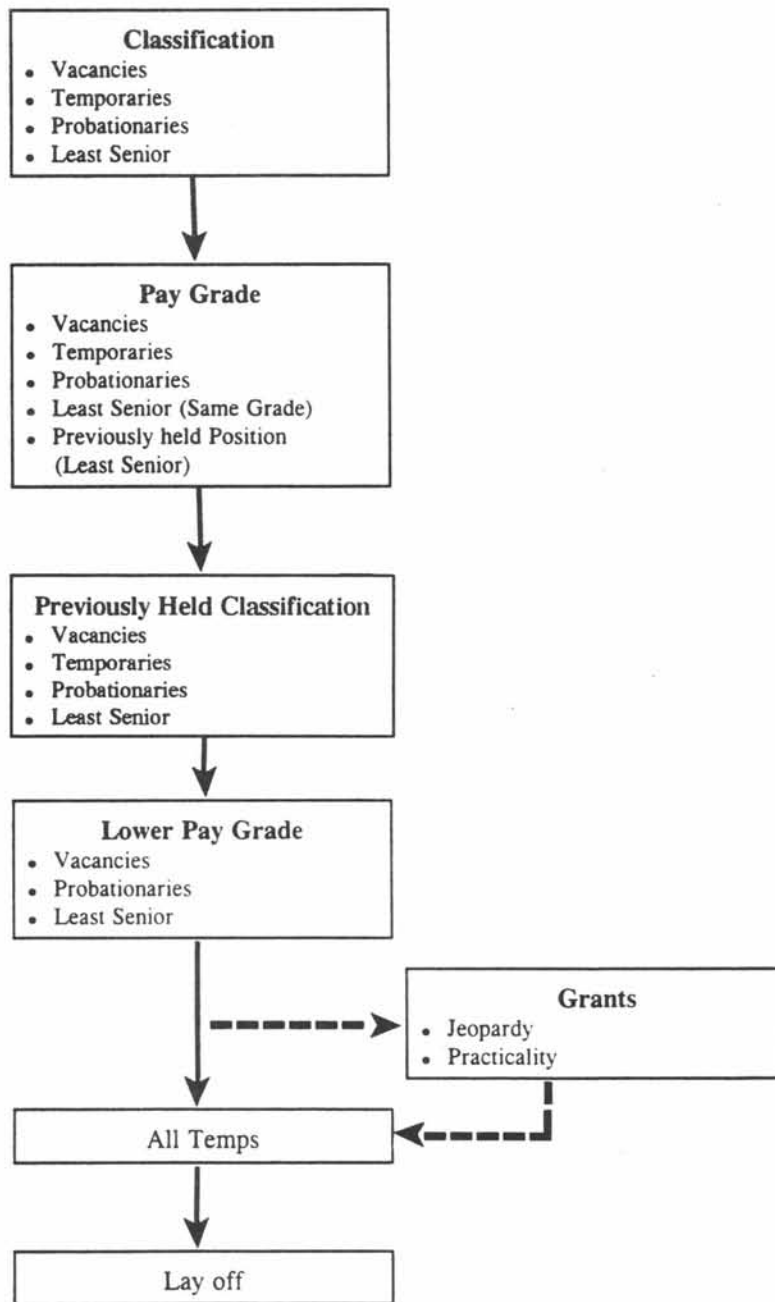
- 92. 1. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, and Recording Secretary (if they are employees of the University), Bargaining Committee members, Stewards, and alternate stewards shall, in the event of a layoff, be continued at work as long as there is a job in their district and provided they meet the minimum qualifications for the position and are currently able to perform all essential duties with orientation and normal supervision. Such a Union representative displaced by a reduction in force shall exercise his or her rights under this provision in the following order.
- 93. a. Be assigned to replace the least senior employee within his or her classification and district, if any providing he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.
- 94. b. Be assigned to replace the least senior employee within his or her district in a classification he or she previously held within the Bargaining Unit, if any, provided he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.
- 95. c. Be assigned by the Employer to a classification in his or her district, provided that he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision, and replace the least senior employee in such classification in the district.
- 96. d. Be laid off.

97. 2. The Right of the Employer to transfer or reassign an employee within the provisions of this Agreement will not be affected by the fact that the employee is a Steward, expect that the Employer shall not arbitrarily transfer or reassign such an employee because of his or her Union activities.
98. 3. Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration Provision of this Agreement.
99. For the purpose of this Provision, the Local President shall be given preference over Bargaining Committee members, all other Officers, Stewards and Alternate Stewards; Bargaining Committee members over all Union Officers (with the exception of the Local President), Stewards and Alternate Stewards; Vice President over Financial Secretary, Recording Secretary, Stewards and Alternate Stewards; Financial Secretary over Recording Secretary, Stewards and Alternate Stewards; Recording Secretary over Stewards and Alternate Stewards; and Stewards over Alternate Stewards. This Provision shall not apply to any other Bargaining Unit employees.

C. REDUCTION OF WORK FORCE

100. 1. In the event the Employer determines that it is necessary to reduce the number of employees or to discontinue a University position to which a Bargaining Unit member is assigned, the Employer agrees to provide the affected employee(s) and the Local with thirty (30) calendar days written notice.
101. 2. In effecting such reductions, employees with the least total seniority in classification shall be the first to be subject to layoff. A laid off employee shall be transferred to another position, if possible, using the following order of priority (see "Flow Chart"), conditioned on the employee meeting the minimum qualifications for the position and being currently able to perform all essential duties with orientation and normal supervision:
102. a. Within the same classification as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a temporary employee; next, a position held by a probationary employee; last, the position held by the least senior employee.
103. b. Within the same pay grade as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a temporary employee; next, a position held by a probationary employee; next, the position held by the least senior employee; last, a previously held position now held by an employee of lesser seniority.

Reduction in Force



104. c. Within a previously held classification, the employee shall first fill a vacant position; next, a position held by a temporary employee; next, a position held by a probationary employee, last, the position held by the least senior employee.
105. d. Within a lower pay grade, the employee shall first fill a vacant position; next a position held by a probationary employee; last, the position held by the least senior employee.
106. e. An employee who has not been able to secure another position based on the application of sub-paragraphs "a" through "d", above, may choose to fill a position held by a temporary employee, or may choose to fill a grant funded position, consistent with the requirements of "a" through "d" above, and provided further that such placement is practical and does not jeopardize the fulfillment of the grant.
107. f. Be laid off.
108. g. In applying the procedure set forth in Section C.2. above, in no case shall a displaced employee replace an employee who has greater Bargaining Unit seniority.
109. 3. An employee laid off or subject to layoff shall be given preference for any posted Bargaining Unit vacancy, for which he or she applies, over non-bargaining unit applicants; provided, he or she meets the minimum qualifications for such vacancy and is currently able to perform all essential duties with orientation and normal supervision.
110. 4. Any employee transferred or recalled under the Reduction of Work Force procedures provided above, must be qualified to perform the work of the employee he or she is displacing or the work of the vacant position; such employee may be disqualified from performing such work either (1) if such employee's employment record with the University indicates that there is no reasonable expectancy that he or she would be qualified to perform the job, or (2) if it is determined by the Employer during the first twenty (20) days the employee has actually worked in the new job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein will then be transferred or laid off according to his or her seniority rights under Paragraph C.2. and C.3. above, and the employee displaced will be returned to the job.
111. 5. It is understood and agreed between the parties that certain positions within this bargaining unit are funded by state, federal, or local grants. When the grants supporting such positions expire and are not renewed, employees who are hired into, or who bid into, such position will be laid off and will have recall rights to the position from which laid off. Such grant fund position employees may bid into

available non-grant fund vacancies, and may bump into non-grant fund positions in accordance with the provisions of the layoff-recall language found elsewhere in this agreement.

112. 6. Grant fund position employees may be bumped by general fund position employees after all other layoff alternatives have been exhausted (other than actual layoff), and only if upon review, it is determined that displacing the grant fund employee will not jeopardize the grant and is not impractical.

D. RECALL

113. 1. When openings occur in a classification from which a Bargaining Unit employee has been laid off or displaced, employees laid off or displaced from such classification shall be recalled in order of their seniority provided they meet the minimum qualifications for such positions and are currently able to perform all essential duties with orientation and normal supervision.
114. 2. Notice of recall shall be sent to the "laid off" employee at his or her last address of record by registered or certified mail. If the employee fails to notify the University's Personnel Office, within five (5) working days of his or her intent to return, and/or fails to report for work within ten (10) working days from date of delivery of the notice of recall, he or she shall be considered a quit. Extension of the time limits as herein provided may be granted by the Employer for unusual circumstances or appropriate cause.
115. 3. The Employer shall maintain a list of laid off and displaced employees according to seniority.
116. 4. Upon return to work, a layoff shall be treated as a leave of absence for determining University seniority, salary, fringe benefits and other conditions of employment.

E. REGULAR JOB VACANCIES

117. 1. Regular job vacancies shall be published in the University Publication (Focus EMU), and during periods when the Focus EMU is not published, by special memorandum by the Personnel Office. Such notice shall include the date of posting, classification, pay grade, department and final date of acceptance of application, which shall be no less than the sixth (6th) working day following the posting. The Employer may temporarily fill such a vacancy during the posting and the selection process. The Employer shall not be obligated to consider any application submitted by a Bargaining Unit member who has not held his or her current position for at least twelve (12) consecutive months or which had been submitted after the final date of acceptance.

118. 2. In those instances when a Bargaining Unit job is only posted internally, a job offer shall be made within forty-five (45) working days following the date of the posting. In those instances when a decision is made to advertise Bargaining Unit jobs externally, a job offer shall be made within ninety (90) working days from the date that the job is advertised externally. The time limits set forth herein shall not apply to posted positions that are withdrawn by the Employer, which postings shall not be withdrawn arbitrarily to avoid the time lines provided herein.
119. The parties recognize that there are occasions when it may not be possible to make job offers for professional-technical jobs within the time limits set forth hereinabove. In those instances when a job offer is not made within the time limits provided herein, the Union President may request a Special Conference to discuss the matter. When extenuating circumstances preclude making a job offer within the time limits provided, the time limits may be extended, subject to Union approval, which approval shall not be unreasonably denied.
120. 3. Where bargaining unit members have made an appropriate application for a Bargaining Unit position, the Employer shall grant job interviews to the four senior bargaining unit applicants possessing the minimum qualifications for the position. At the sole discretion of the Employer, interviews may be granted to other qualified bargaining unit and non-bargaining unit applicants. Bargaining unit members who are interviewed but not selected for a vacant Bargaining Unit position may request a meeting with an employment representative of the Employer to discuss their job application.
121. 4. Job awards shall be made to the best qualified applicant. An applicant may be disqualified from consideration if:
122. a. she or he does not have the requisite skills for such vacancy; or if the only evidence of requisite skills comes from temporarily filling the Bargaining Unit vacancy; or
123. b. If such applicant's application indicates that there is not reasonable expectancy that she or he would be qualified to perform the job.
124. 5. Each individual applicant is responsible for ensuring, at the time of application, that his or her employment application accurately reflects those job skills, experience, training, or other qualifications she or he desires that the Employer consider in evaluating his or her application. A copy of the employee's application will be forwarded to the Union.
125. 6. a. In the selection of the best qualified applicant, such best qualified applicant must clearly have better requisite skills. As used in this provision, requisite skills shall be defined as both the

characteristic duties and responsibilities and those skills stated as the required and desired qualifications in the classification specification as well as any responsible specific qualifications and skills necessary or reasonably desired for the particular job vacancy, which shall be determined by the Employer at the time of the job posting, and shall require the advance approval of the Employment/Affirmative Action Office.

126. b. No requirement shall be posted as "necessary" unless it can be clearly demonstrated that the requirement is needed to fulfill the responsibilities of a posted position. Qualifications beyond those required in the classification and those necessary to fulfill the responsibilities of the position shall be posted as "desired".
127. c. A seniority job applicant who desires to withdraw her/his application for any Bargaining Unit vacancy shall be required to provide written notice of withdrawal to the Employment Office.
128. 7. When an applicant in the Bargaining Unit and a non-bargaining unit applicant 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. Attendance, discipline record, education, work experience in a department where a vacancy is posted, and other related work experience shall be considered as factors in determining the qualifications of an applicant.
129. 8. Job applicants who are disqualified and removed from a job pool because of their employment history, experience, education or other factors related to their candidacy for a posted position shall be notified within five (5) working days from the date that a disqualification decision is made by the Employer. When an advertised position is filled, the Employer shall notify, in writing, all remaining Bargaining Unit applicants of the disposition of their applications and place a copy of same in their official personnel file. For grievance purposes, notification to candidates in the final job pool not being offered the position shall include the name and seniority date of the employee awarded the position.
130. An employee who refuses an offered Bargaining Unit position for which he/she has applied shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
131. 9. At any time within the ninety (90) calendar day qualifying period following any employee's promotion, the employee shall be returned to his or her former job and former rate of pay if he or she fails to perform satisfactorily. Further, within the aforementioned ninety (90) calendar day period a promoted employee may request to be returned to his or her former job and former rate of pay.

132. An employee returned to his or her former position pursuant to the Agreement shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
133. 10. Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration provision of this Agreement.
134. 11. Job vacancies under this section shall not mean temporary openings caused by sickness, accident, disciplinary layoff, vacations or leaves of absence. If the employer elects to fill such temporary job vacancies, such vacancies shall first be offered to employee(s) laid off from such classification where the temporary vacancy occurs, in order of their seniority, if available and if fully qualified to perform all aspects of the work without training. Should no Bargaining Unit employee(s) as above provided be available; said temporary job vacancies shall then be offered to any Bargaining Unit employee who is laid off or is subject to layoff and who meets the minimum requirements for said position and is fully qualified to perform all aspects of the work without training, prior to employing a temporary employee in such a temporary vacancy. Laid off employees recalled for such temporary work shall:
135. a. Not be subject to the Reduction of Workforce and Recall Provision of this Agreement. Therefore, laid off employees who are hired in temporary positions, shall maintain their normal recall rights. At the conclusion of a temporary position, an employee will again revert to layoff status, subject to recall as provided in Paragraph D, above.
136. b. Not be eligible for fringe benefits for any calendar month of such temporary work or subsequent calendar months, unless they work one half (1/2) or more of the calendar month.

ARTICLE XV JOB CLASSIFICATIONS

A. GENERAL PROVISIONS

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

B. REVISED JOBS AND NEW JOBS

138. In the event the Employer changes a classification description or creates a new job in the Bargaining Unit which is not covered by an existing classification, the Employer shall notify the Union and provide a copy of the classification description of the new or revised job and pay grade prior to posting. If requested within ten (10) working days after such notification, the Employer shall meet with the Union to discuss the classification and pay grade. If, following such a discussion, there is a dispute as to the pay grade for the new or revised classification description, or with respect to the placement of the new or revised job within the Employer's classification system, such dispute shall be an appropriate matter for a grievance initiated at the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator he or she shall use as the basis for his or her decision, the complexity, responsibility, effort and skill of the new or revised job as compared to other jobs in the Bargaining Unit.

C. DISPUTES

139. A dispute as to whether a new job classification is within the Bargaining Unit as described in Article III (Recognition) may be filed commencing with Step III of the Grievance Procedure, provided that in the event of a dispute as to whether a new job classification is within the Bargaining Unit represented by UAW Locals 1975 and 1976, the Local Union shall notify the Employer which Bargaining Unit they believe such new job classification is within. If the Employer disagrees with such determination, it shall notify the Local Union and such a matter shall be a proper subject for a grievance commencing at Step III of the Grievance Procedure. In the event that the parties are unable to resolve such dispute at Step III, it shall be subject to Arbitration under the Grievance Procedure.

ARTICLE XVI TEMPORARY EMPLOYEES

140. Temporary employees may be hired by the Employer for temporary work assignments, subject to the following stipulations:
141. 1. The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision. The Employer shall notify the Union of the hiring of temporary employees.
142. 2. The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration and is established for a) a specific project; b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or c) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased work loads or other conditions that may create

short term staffing requirements.

143. 3. Temporary employees who are employed consistent with 2 above, may not be continuously employed for a period greater than one-hundred-twenty (120) calendar days; except in the case of temporary employees replacing employees on leave of absence, who may not be continuously employed for a period greater than one-hundred-eighty (180) calendar days, unless mutually agreed by the parties to extend.

**ARTICLE XVII WORK BY NON-BARGAINING
UNIT EMPLOYEES**

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

**ARTICLE XVIII RULES, POLICIES, PRACTICES,
REGULATIONS AND REQUIREMENTS**

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

ARTICLE XIX PERSONNEL FILES

A. MAINTENANCE

146. An official personnel file shall be maintained by the Employer on each employee in the University personnel office.

B. CONTENTS

147. Each employee shall have the right, upon request, to examine the contents of his or her own personnel file, the only exclusion being confidential preemployment credentials and recommendations. The employee shall make an appointment with the Personnel Office services to examine his or her personnel file. The Director of Personnel, or his or her designee, shall be present when the employee examines his or her file. The employee may be accompanied by a representative of the Union if the employee so desires. In accordance with the provisions as herein

provided, an employee may authorize, in writing, a representative of the Union to examine his or her personnel file pursuant to the investigation of a grievance which has been presented in accordance with the Grievance Procedure.

C. ADDITIONS

148. Each employee shall have the right to place in his or her personnel file material which attests to a change in his or her added education or experience.

D. REPRODUCTIONS

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

**ARTICLE XX SUPPLEMENTAL EMPLOYMENT
AND CONFLICT OF INTEREST**

150. A. As a member of the staff, an employee's first employment obligation is to the University. Any supplemental employment which impairs an employee's ability to perform his or her full duties or which precludes an employee from working a work schedule in accordance with this Agreement or any conflict of interest with or for the University is not permitted.
151. B. If the Employer believes there is a conflict of interest or such outside employment to be inconsistent with this provision, it shall notify the employee to discontinue such employment or conflict. If the employee believes such employment or alleged conflict is not inconsistent with this section, he or she may file a grievance at Step III of the Grievance Procedure within five (5) working days of the receipt of such notice; in which event the employee shall not be required to cease such employment or alleged conflict until the Grievance Procedure is exhausted. The filing of a grievance shall not permit an employee to refuse to work any work schedules in accordance with this Agreement.

ARTICLE XXI HOURS OF WORK

A. WORKDAY

152. The regular workday shall consist of a minimum of eight (8) hours, exclusive of a lunch period without pay.
153. 1. The time of the lunch period shall be determined by the Employer.
154. 2. Each full-time employee shall be entitled to a duty free, paid, fifteen

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

B. WORK SHIFT AND SHIFT PREMIUMS

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

C. SHIFT PREFERENCE

158. 1. Shift assignments shall be determined by the Employer.
159. 2. When permanent position vacancies occur, the Employer agrees that the employee with the most seniority in the same classification, assignment, pay grade, department and job location as the vacant position shall be given shift preference, subject to the approval of the Department Head who may deny such preferential transfer by reason of:
 160. a. the employee having already made one (1) such change of shift within the preceding six (6) month period,
 161. b. the employee not being qualified and otherwise able in all respects to perform the duties and responsibilities of the vacant position,
 162. c. the need to continue experienced seniority employees on specific shifts,
 163. d. departmental requirements precipitated by problems of employee health, training deficiencies and other circumstances deemed by the Employer to necessitate the presence of the more senior or experienced employees on specific shifts.
164. 3. If an employee feels he has been unreasonably denied the right to exercise his shift preference such matter may be made the subject of a Special Conference but shall be expressly excluded from the

grievance and arbitration provisions of this Collective Bargaining Agreement.

D. WORKWEEK

165. 1. Except for part-time employees and employees engaged in six (6) or seven (7) day operations, the regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, for a minimum of forty (40) work hours in any one (1) week.
166. 2. For employees engaged in six (6) or seven (7) day operations, the regular workweek shall consist of five (5) consecutive workdays, for a minimum of forty (40) work hours in any one (1) week. Such five (5) consecutive days shall not include both Saturday and Sunday in any employee's workweek.
167. 3. This provision shall in no way be construed as a guarantee of work or pay. Employees may also be required to work additional days of deemed necessary by the Employer.

To accommodate flexible scheduling in University Computing, the following shall apply:

168. a. Four (4) Consecutive Ten (10) Hour Work Schedules
169. Employees considered non-exempt employees (as specified in Appendix E) required and scheduled to work more than ten (10) hours per day, or forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half (1 ½) times their regular hourly rate or receive compensatory time off at the rate of one and one half (1 ½) hours for each hour worked in excess of ten (10) hours per day or forty (40) hours per week.
170. b. Three (3) Consecutive Twelve (12) Hour Work Schedules
171. Employees may be schedules to work three (3) consecutive twelve (12) hour days for a total of thirty-six (36) hours in their regular work week. Employees so schedules shall receive payment for forty (40) hours of work.
172. Employees considered non-exempt (as specified in Appendix E) required and scheduled to work more than twelve (12) hours per day, or thirty-six (36) hours per week shall, at the distraction of the Employer, be paid at a rate to one and one half (1 ½) times their regular hourly rate or receive compensatory time off at a rate of one and one half (1 ½) hours for each hour worked in excess of twelve (12) hours per day or thirty-six (36) hours per week.

173. c. It is further understood and agreed that the flexible scheduling provided herein shall be offered employees on a voluntary basis and that seniority employees may exercise their shift preferences for offered scheduled in accordance with Paragraph C, above.

E. OVERTIME

174. 1. Overtime shall be assigned at the discretion of the Employer.
175. 2. All overtime must be approved in advanced 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 advanced by the supervisor, or for the attendance at off-campus conferences, off-campus travel, casual or unscheduled time spent at work beyond the normal workday or workweek, or other similarly classified events or occurrences.
176. 3. Where it is practical to do so, the Employer agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
177. 4. Employees considered nonexempt employees (as Specified in Appendix E) required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half (1 ½) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1 ½) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.
178. 5. Exempt employees required and scheduled to work over eight (8) hours in a regular workday or forty (40) hours in a regular workweek may request an equal amount of compensatory time off, which shall be granted except when such compensatory time off will interfere with the departmental schedule and operation needs.
179. 6. Compensatory time off approved under E5 above shall be granted within sixty (60) calendar days of its date of accrual, or such extended period as may be approved by the Director of Employee Relations or his or her designee. Exempt employees may, at the sole discretion of the Employer, be paid a rate equal to their regular hourly rate for earned compensatory time off. Irrespective of any other provision of this Agreement, the Employer's exercise of such discretion shall not be challenged by the Union or be subject to the Grievance Procedure.
180. 7. The Employer agrees to consider the desires of the employee when scheduling compensatory time off.

181. 8. Any employee who complains of personal discrimination resulting from the application of this provision shall have recourse to the Grievance Procedure.
182. 9. For purposes of computing overtime pay or compensatory time off, a paid holiday, paid sick day, paid personal day, or paid vacation day shall be considered as time worked.
183. 10. An employee with an accrued compensatory time balance of 80 hours shall not be compensated with additional compensatory time for approved overtime work until such time as said accrued compensatory time balance is reduced below 80 hours. All approved overtime work for employees with an accrued compensatory time balance of 80 hours shall be paid as overtime, at the applicable overtime rate of pay.

F. CALL-IN PAY

184. Nonexempt employees reporting for emergency duty at the Employer's request for work not scheduled in advanced and which is outside of and not continuous with their regular work periods, shall be guaranteed at least three (3) hours pay or three (3) hours work at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

ARTICLE XXII UNSCHEDULED CLOSEDOWNS

185. When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God, or other causes beyond its control, employees notified not to report for work, and employees having been notified of the closedown who report for work and are later sent home, shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown, or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.
186. During unscheduled closedowns certain designated personnel (e.g. heating plant employees, physical plant maintenance employees, food service employees or other employees) within the specific areas of the University subject to the closedown may be required to report for work. Employees so required to work and who when the University is closed as above provided shall, in addition to their regular compensation, receive compensatory time off at the rate of one (1) hour for each hour of work actually performed during the period of the closedown, up to a maximum of eight (8) hours. Hours worked in excess of the eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement.
187. In the event of a temporary closedown and where the timing of such

decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 7:00 a.m through the following media:

EMU Newsline
EMU Department of Public Safety
EMU Switchboard
WEMU-FM-89.1

188. The University shall also attempt to have notification to employees broadcast through local radio stations, such as:

CKLW
WJR
WAAM

ARTICLE XXIII LEAVES OF ABSENCE

A. LEAVE OF ABSENCE FOR PERSONAL REASONS

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

B. MEDICAL LEAVE OF ABSENCE

190. A seniority employee, unable to work because of sickness or injury and not receiving any wages or benefits from the University shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all rights to paid sick leave as provided in Section 3 of the Sick Leave Provision; appropriate medical information is supplied by the employee upon request of the Employer.
191. The Employer may require a physician's statement in support of a medical leave or extension of such leave. A maternity disability shall be considered a medical disability for purposes of this provision.
192. A Medical Leave of Absence may be extended but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or two (2) years, whichever is less. Seniority shall accumulate during such leave.

193. An employee who is disabled and receiving compensation pursuant to the Workman's Compensation Act, shall be granted a leave of absence under the Medical Leave Provision. Such a leave may be extended for one (1) additional year, however, seniority shall not accumulate beyond the first two (2) years of such a leave.
194. The Employer may also require a physician's statement to certify an employee's ability to return to work following a leave of absence due to medical disability.

C. UNION LEAVE

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

D. LEAVE OF ABSENCE FOR PUBLIC OFFICE

197. Any employee, with at least one (1) year seniority, elected to public office may take written application for a leave of absence, without pay, for the period of the first term of active service in such elective office. An extension of such a leave of absence for service in elective public office will be granted by the Employer upon written application by the employee. Seniority shall accumulate during such leave, not to exceed the employee's seniority at the time the leave begins, or two (2) years, whichever is less.
198. Such request must be made, in writing, no less than thirty (30) days in advance of the desired commencement date of the leave, to the Director of Personnel Services, or his or her designee. Exceptions may be made when it is not possible for such advance notice to be given.

E. CHILD CARE LEAVE

199. Immediately following and continuous with a period of medical disability associated with the birth of an employee's child or following the adoption of a child under twelve (12) years of age by an employee, a seniority employee shall be granted a Child Care Leave of Absence without pay under the Personal Leave provision providing the employee has exhausted

his or her accrued vacation time.

- 200. For seniority accrual during a subsequent Child Care Leave, an employee must work one (1) year prior to the beginning of each subsequent leave.
- 201. Recognizing that child care is shared by both parents, it is explicitly noted that this section of the Agreement, as others, applies to both women and men.

F. LEAVES OF ABSENCE FOR MILITARY SERVICE

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

G. RESERVIST DUTY LEAVE

1. Annual Training Duty Leave

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

2. Emergency Duty Leave

- 205. A full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of a riot, flood, or other disaster shall be granted a leave of absence for the duration of that emergency duty. Seniority shall accumulate during such a leave.

- 206. 3. The Employer shall be obligated only to pay an equal to the difference

between the employee's salary as computed on a daily basis and the reservist's daily base stipend paid if that stipend is less than the employee's daily rate.

207. 4. The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) working days.

H. EDUCATION LEAVE

208. An employee with at least one (1) year of seniority may request, in writing, a leave of absence, without pay, of up to twelve (12) months in order to pursue a full-time educational program. Seniority shall accumulate during such a leave.

I. JURY DUTY

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

J. BEREAVEMENT LEAVE

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

K. RETURN TO ACTIVE EMPLOYMENT

214. 1. At the conclusion of a leave of absence, an employee eligible to return will be placed in the employee's former position, provided the position is vacant and the Employer determines a need to fill the position or if a temporary employee is filling such a position or the leave of absence has been for less than ninety (90) calendar days.
215. 2. If the employee is not able to return to their position as provided above, the employee shall exercise his or her seniority rights under the Seniority Provision of this Agreement.
216. 3. In cases where a leave is not for a fixed period of time, the employee must notify the Employer in writing at least thirty (30) calendar days prior to their expected date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from the date of expected return.
217. 4. Employees who request to return prior to the expiration of a fixed leave of absence must notify the Employer at least thirty (30) calendar days in advance of such requested date of return. If such notice is given the employee's placement will be made within seven (7) calendar days from the requested date of return.

L. REQUEST FOR EXTENSION OF LEAVE

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

M. FAMILY AND MEDICAL LEAVE ACT (FMLA)

219. 1. Effective September 16, 1993, an employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
 220. a. For a birth of a son or daughter of the employee and to care for such child. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXIV (L) shall be in lieu of the unpaid FMLA leave.);
 221. b. For the placement of a child with the employee for a adoption or foster care;
 222. c. To care for a spouse, child, or parent of the employee if the

former has a serious health condition, or;

223. d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
224. 2. The taking of an FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an approved FMLA leave.
225. 3. Employees who take an FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave to be restored by the Employer to the position of employment held by the employee when the leave commenced, or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
226. 4. During the period of an FMLA leave, the Employer shall maintain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs M(1)(c) or M(1)(d), above, or other circumstances beyond the employee's control. In this situation, the Employer may require as specified and allowed by the FMLA, certification of inability to return to work.
227. 5. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust one half of any available paid leave under Article XXIV(K). Upon exhaustion of that paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
228. 6. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child with the employee for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of that twelve (12) month period. [For example, an employee who requests a leave at the

start of the end of the eleventh month (of the twelve month period which begins at the date of birth or date of placement) is entitled to unpaid leave for the remaining four (4) workweeks of the twelve (12) month period.]

229. 7. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
230. 8. An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her immediate supervisor, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
231. 9. An eligible employee who foresees the need for such a leave of absence due to planned medical treatment for her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
232. 10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding her/his status and intent to return to work upon conclusion of the leave.
233. 11. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of her/his position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the Employer a health care provider's certification or such recertifications as may be reasonably be required by the Employer. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition the Employer may also require that the employee obtain and present certification from her/his health care provider that the employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
234. 12. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves

taken under paragraphs M(1)(c) or M(1)(d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

235. 13. A leave taken under paragraph M(1)(a) or M(1)(b), above, shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph M(1)(c), above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.
236. 14. The provisions of paragraphs M(1) through M(13), above, are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

ARTICLE XXIV COMPENSATION

A. WAGES

1. Salary Schedule

237. a. The salary schedule set forth in Appendix A shall continue in full force and effect for the period extending through and including September 15, 1999, subject to the provision that if the minimums and maximums of the salary schedule for classified non-bargained for Administrative/Professional employees are revised on or after January 17, 1997, so as to exceed the minimums and maximums set forth in Appendix A, the salary schedule set forth in Appendix A shall be adjusted prospectively to conform with said non-bargained for schedules; provided, however, in no case shall any revision in said salary schedule be used in the computation of increases provided herein, nor shall any increase in salary schedule be applied to retroactively adjust the salary received by any Bargaining Unit member prior to January 17, 1997.
238. b. No employee's base salary shall, as a result of the application of any salary adjustment or contractual increase, be increased beyond the maximum of the applicable pay grade maximum. Any salary increments beyond such maximums shall be paid as "non-base salary", shall not serve to increase the employee's base wage for any purpose, and shall be prorated and paid with the

employee's regular bi-weekly pay. Terminating employees shall have no rights to receive such "non-base salary" beyond the date of termination. No employee whose base salary is above the maximum as of the date of ratification of this agreement shall have his/her base salary reduced as a result of the application of this section. If the Employer elects to modify the salary ranges, and thereby increases the applicable range maximums, then maximum base salary rates affected by this section shall be adjusted accordingly, but in no case over the then applicable pay grade maximum.

2. 1996-97 Wage Increase

239. a. All employees in the Bargaining Unit who are on the Employer's active payroll as of the date this agreement is ratified by both the Union and the University, shall receive a three percent (3%) increase with half the increase to base effective January 1, 1997 and the balance as non base bonus.

3. 1997-98 Wage Increase

240. a. All employees in the Bargaining Unit who are on the Employer's active payroll as of June 30, 1997, shall receive a three percent (3%) base wage increase effective July 1, 1997.

4. 1998-1999 Wage Increase

241. a. All employees in the Bargaining Unit who are on the Employer's active payroll as of June 30, 1998, shall receive a three percent (3%) base wage increase effective July 1, 1998.

242. 5. The wages hereinabove provided shall be paid only for time worked, except as otherwise specifically provided for in this agreement.

243. 6. Pay of Supervisors of Maintenance and Food Service Employees:

244. a. The Employer agrees that the bi-weekly pay of a Supervisor of Maintenance and Food Service employees shall not, during the term of this Agreement, be less than ten percent (10%) above the highest bi-weekly rate of the Maintenance and Food Service employees directly supervised by said supervisor on a regular basis.

245. b. Pay adjustments provided in this Section 6 shall not be added to an employee's base salary for the purpose of computing future adjustments in base salary.

B. SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

246. 1. If an employee is promoted to a classification in a higher pay grade, his or her base salary shall be increased by a minimum of eight percent (8%) or increased to the minimum of the salary range set forth for his or her new classification and pay grade, whichever is greater.
247. 2. If an employee is transferred to another classification in the same pay grade, his or her base salary shall remain the same, except in those instances where the employee's salary is increased pursuant to the exercise of the Employer's prerogatives as otherwise provided in the Agreement.
248. 3. If an employee is transferred to another classification in a lower pay grade as a result of a reduction in force or recall from layoff, his/her base salary shall be reduced by five percent (5%) or to the mid-point of the salary range set forth for that classification and pay grade, whichever results in the greater reduction in salary; except, however, if the classification to which the employee is transferred was one formerly held by said employee, the employee shall be paid the salary he/she last received in the lower pay grade plus any interim adjustments, up to but not to exceed the maximum of the salary range said employee would have been entitled had he/she remained in the lower classification.
249. 4. In the event that an employee bids on and is awarded a position in a lower pay grade, his/her salary shall be reduced by five percent (5%) or to the mid-point of the salary range set forth for that classification and pay grade, whichever results in the greater reduction in salary.
250. 5. If an employee is transferred to another classification in a lower pay grade as a result of a disciplinary demotion, said employee's salary shall be determined as follows:
251. a. If the position was not formerly held by the employee, his/her salary shall be decreased to the minimum of the salary range set forth for that classification and pay grade.
252. b. If the classification to which the employee is transferred was formerly held by said employee, the employee shall be paid the salary he/she last received in the lower pay grade up to but not to exceed the mid-point of the salary range set forth for that classification and pay grade.
253. 6. An employee who is temporarily transferred and assigned by the Employer for a period of fourteen (14) consecutive days or greater to perform the full range of duties of a classification in a higher pay grade than the classification to which they are regularly assigned shall, for the duration of such temporary transfer and assignment, receive an increase of five percent (5%) of his or her regular base salary or the minimum rate set forth for such higher classification and

pay grade whichever is greater.

C. LONGEVITY PAY

254. 1. All eligible employees covered by this Agreement who are on the Employer's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with the Employer according to the following rules and schedule of payment. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, who, as of their anniversary date, (1) are in pay grades PT-03 through PT-05 or (2) who are currently not in pay grades PT-03 through PT-05, but who were eligible to receive longevity pay and employed as of February 1, 1975, provided that such employees remain within the classification which they held on February 1, 1975, or are within a classification in pay grades PT-03 through PT-05, and meet all other conditions of this provision however, such employees described above in part 2 shall have no further eligibility for longevity pay on or after their anniversary date in calendar year 1994.
255. 2. Longevity pay shall be based on an employee's continuous service as of his or her anniversary date with the Employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.
256. 3. For purposes of this section, continuous service means service calculated from the employee's last date of hire as a regular employee and shall be broken by:
- Quit
 - Discharge
 - Termination or loss of seniority
257. Employees shall not suffer break in continuous service if they are employed only during the Employer's academic year, provided they return to work upon commencement of the immediately following academic year.
258. Employees absent from work due to lay-off physical disability, or authorized leave of absence for a period of more than three (3) months shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to the Employer's active payroll.
259. 4. An employee shall be initially eligible for longevity pay on his or her anniversary date following the completion of six (6) years of continuous service. Thereafter, an employee shall be eligible to receive longevity pay based on his or her years of continuous service (as computed and provided for in C above) as of his or her

anniversary date as set forth in the attached schedule.

260. 5. Payments to employees who become eligible on their anniversary date shall be due on the first (1st) regular payday following the month in which they become eligible.
261. 6. Longevity pay shall be based on the following schedule:

Continuous Service	Annual Longevity Pay
6 or more And less than 10 years	2% of annual wage
10 or more And less than 14 years	3% of annual wage
14 or more And less than 18 years	4% of annual wage
18 or more And less than 22 year	5% of annual wage
22 or more And less than 26 years	6% of annual wage
26 or more years	8% of annual wage

D. GROUP MEDICAL BENEFITS

262. 1. The Employer shall provide and maintain a choice of participation in either a comprehensive, traditional health care plan (Blue Cross-Blue Shield), a Preferred Provided Organization (Blue Preferred) or one of two health maintenance organizations (HMOs) currently approved by the bargaining unit. The Blue Cross and Blue Shield plan is the MVF-1 group medical plan with Master Medical Option IV, and with a Prescription Drug "PPO" at a \$5 co-pay level. Employees hired after September 28, 1993, shall not be eligible for participation in the comprehensive, traditional health care plan (Blue Cross-Blue Shield).
263. 2. In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion, paid for by the Employer, for surgical procedures involving:
- a. eyes (primarily cataract surgery)
 - b. gall bladder
 - c. hernia repair
 - d. heart bypass
 - e. heart valve
 - f. hysterectomy
 - g. fallopian tubes and/or ovaries
 - h. nasal (primarily rhinoplasty)

- I. tonsils and/or adenoids
- j. prostate

264. Notwithstanding the result of the second medical opinion, the employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).
265. In order to obtain the mandatory second opinion, the employee is required to contact the Blue Cross/Blue Shield Office of Michigan Referral Center who will furnish to the employee, the names of three (3) specializing physicians from whom the employee may choose one (1) for the second opinion. Information on how to contact the Blue Cross/Blue Shield Referral Center is available from the University's Benefits Office.
266. In addition, the Employer agrees to pay for a second medical opinion, prior to surgery for procedures not specifically stipulated in the mandatory program, if so elected by an employee.
267. 3. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Employer provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 and over.
268. 4. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefit plan until such time as he or she enrolls and makes proper application during an open enrollment period. Employees hired on and after the date this agreement is ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her probation.
269. Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefit plan until such time as he/she enrolls them and makes proper application during an open enrollment period.
270. 5. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and

eligible dependent children under nineteen (19) years of age, at cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.

271. 6. The Employer shall pay the aforementioned cost for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In addition, if the employee is receiving long-term disability benefits as provided in Section H of this provision, the Employer shall pay the aforementioned cost for the first three (3) months the employee is receiving said benefits. The employee will be responsible for the cost of benefits beyond the above periods as set forth in paragraph 5. Below. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his or her benefit costs for the period that they are no longer on the active payroll.
272. 7. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
273. a. to employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
274. b. to surviving spouses and dependents upon death of an employee;
275. c. to spouses and dependent children in the event of a divorce;
276. d. to dependent children who exceed the plan's age limitations;
277. e. to the spouses and dependents of employees who become eligible for Medicare coverage.
278. For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one hundred two percent (102%) of the group contract rate.
279. 8. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their medical benefits for a period not to exceed one (1) year from the date the Employer's benefit payment obligation terminates, as provided in Paragraph 4 above. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Benefits Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, an

employee's medical benefits shall automatically terminate upon the effective date of their layoff or unpaid leave of absence as indicated in Paragraph 9 below.

280. Employees laid off are eligible to continue their health and dental coverage as dictated by COBRA, for a period of 18 months after their continuation of coverage for a layoff.
281. 9. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:
282. a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
283. b. Other eligible dependents related to the employer by blood or marriage, or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax return.
284. 10. An employee's medical benefits plan shall terminate on the date that he or she terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in paragraphs D.6. and 8. Above. For employees who retire, coverage remains at the end of the month in which they retire.
285. 11. A seniority employee may elect to waive coverage under the above described health care benefit plans, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University plans. Employees for whom the waiver is granted shall receive \$75 per month, which amount shall be pro-rated and paid with the regularly bi-weekly pay. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available.

E. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

286. 1. The Employer shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his or her ninety-first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, the Employer shall pay the cost for remaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment in an equal amount, up

to a maximum coverage level of \$100,000. When an employee reaches age sixty-five (65) and continues working, his or her insurance benefits are decreased by thirty-five (35%) with no further reduction based upon age thereafter.

287. The following table illustrates examples of the insurance benefit levels described above:

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

Maxim Coverage level is \$100,000.

288. 2. To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.
289. 3. Provided proper application and enrollment is made by an employee the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph D.5. above for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.
290. 4. Changes in benefit amounts based on changes in basic annual salary occur on each October 1st based on the basic annual salary of the preceding July 1st. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
291. 5. Such Group Life and Accidental Death and Dismemberment Insurance benefits plan shall terminate on the date that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. During such thirty-one (31) day period, the employee may convert his or her group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will

be the same as the employee would ordinarily pay if he or she had independently applied for an individual benefits plan at that time.

292. 6. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance benefits subject to the same rules set forth in Paragraph D.6. and 7. Above for the continuation of group medical benefits.

F. DENTAL CARE EXPENSE BENEFITS

293. 1. The Employer shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the employee's completion of probation. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

<u>Benefits</u>	<u>Dental Care Plan Pays</u>	<u>Employee Pays</u>
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	100%	0%
Oral Surgery	75%	25%
Restorative	75%	25%
Periodontics	75%	25%
Endodontics	75%	25%
Prosthetic Appliances	50%	50%
Orthodontics	50%	50%

Maximum Contract Benefit

-\$1,000.00 per person total per contract year.

Lifetime maximum benefit of \$1,500.00 per person.

294. 2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time he or she enrolls and makes proper application with the Benefits Office.
295. 3. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employees, his or her spouse, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in

Paragraph D.5. above for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.

296. 4. An employee's dental care benefits plan terminate on the date that the employee terminates, is laid off, the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. Employees are eligible for continuation of dental benefits after their initial coverage continuation, as provided in D.6. and 7. Above. For employees who retire, coverage terminates at the end of the month in which they retire.
297. 5. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth in Paragraph D.6. above for the continuation of group medical benefits.

G. LONG-TERM DISABILITY BENEFITS

298. 1. The Employer agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the month in which an employee completes his or her first three (3) months of regular employment. Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5000 per month, and shall begin on the ninety-first (91st) day of the disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXIV.L.
299. 2. To qualify for long-term disability as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.
300. 3. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph

D.5. above for the payment of group medical benefit costs.

301. 4. Changes in benefit amounts based on changes in basic annual salary occur on each October 1st based on the basic annual salary of the preceding July 1st. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
302. 5. An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, the disability benefits plan terminates, or the employee goes on an unpaid leave of absence.

H. SHORT-TERM DISABILITY BENEFITS

303. 1. The Employer agrees to provide and maintain short-term disability benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing on the first (1st) day of the month following the month in which the employee completes his or her first three (3) months of regular employment. Such benefits shall be equal to sixty percent (60%) of the employee's regular weekly earnings; they shall begin after the first (1st) day of an accident or hospitalization and the eighth (8th) day of absence due to illness; and may continue up to a maximum of thirteen (13) weeks. Employees receiving short-term sickness and accident benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Section L below.
304. 2. To qualify for short-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the University's Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as they complete a Personal Health Statement which substantiates insurability. The Short Term Disability carrier makes the eligibility determination.
305. 3. Provided proper enrollment and application is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph D.6. above for the payment of group medical benefits cost, except the payment of three (3) additional months for employees receiving long-term disability benefits.
306. 4. Changes in benefit amounts based on changes in basic annual salary occur on each October 1st based on the basic annual salary of the preceding July 1st. Basic annual salary excludes supplemental

appointments, overtime, longevity pay and any other extra compensation.

307. 5. An employee's short-term disability benefits plan shall terminate on the date that an employee terminates, is laid off, retires, the short-term disability benefits plan terminates, or the employee goes on an unpaid leave of absence.

I. HOLIDAYS

308. 1. All employees covered by this Agreement shall receive holiday pay at the regular rate of pay, exclusive of shift differential for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day and the day before or after New Year's. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday.
309. 2. Any of the above holidays which fall on a Saturday or Sunday shall be celebrated on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least disruptive of services. In such situations, the holiday shall be deemed to be the day on which the holiday is celebrated pursuant to this section.
310. 3. To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of the observance of the holiday unless he or she has an excused absence, is on vacation leave or has an absence previously approved by the supervisor; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday. For the purpose of this section, an excused absence shall be an absence caused by a condition beyond the control of the employee which caused the employee to be absent.
311. 4. A non-exempt employee required to work on a holiday as provided herein shall be paid at a rate equal to one and one-half (1 ½) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1 ½) hours for each hour worked on such holiday. An exempt employee required to work on a holiday as provided herein will be eligible for compensatory time off as provided in Article XXI, Section E.5.
312. 5. Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.

J. VACATION

313. Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:
314. 1. Employees in classification PT-1 through PT-5 shall accrue vacation as follows:
315. a. 4.6154 hours every two (2) week period for the first twenty-four (24) months of continuous service (15 days per year).
316. b. 6.1539 hours every two (2) week period for continuous service for the twenty-fifth (25th) month and for any month of continuous service thereafter (20 days per year).
317. 2. Employees in classifications PT-6 and above shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service (20 days per year).
318. 3. Part-time employees shall accumulate prorated vacation time as provided in Section 1 and 2 above based on the ratio of the number of hours regularly worked and forty (40) hours.
319. 4. For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days or paid holidays) more than fifty (50) percent of his regularly scheduled work days (based on the University payroll system).
320. 5. If an employee is terminated prior to completing twelve (12) months of continuous service, he or she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee, however, may be permitted to use his accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he or she shall sign a form provided by the Employer stating that if his or her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he or she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his or her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he or she shall be entitled to receive all vacation rights accrued to the date of his or her termination.
321. 6. The vacation pay of an employee (including regular part-time employees) will be based on the number of hours (excluding any hours for which overtime is paid) he or she regularly works and will be computed on the basis of the rate of pay he or she is earning, excluding any shift premiums, at the time he or she takes his or her vacation.

322. 7. Vacation pay will be paid to the employee on the regular pay day for the period during which the employee takes his or her vacation.
323. 8. All vacation shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. The vacation period shall commence on July 1st of each year and end on the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the immediately following vacation period and any employee who fails to take his or her vacation within that period shall forfeit all rights to such vacation time with the following exception:
324. a. If an employee is unable to take his or her vacation during the appropriate vacation period because the Employer's work needs prevent it, he or she shall be allowed to carry over such accrued vacation into the next vacation period, with the written approval of Personnel Services, and such unused vacation time must be taken during the next vacation period.
325. b. If it is to the mutual convenience of the Employer and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he has earned at any time during the year in which it is accruing.
326. c. Vacation schedules shall be set up by the Employer so as to permit the continued operation of all of the Employer's facilities and functions without interference.
327. 9. An employee scheduled to work less than twelve (12) months a year (i.e., seasonally employed Bargaining Unit member) who is unable to take vacation during his/her employment prior because the Employer's work needs prevent it, shall, at the time of the employee's seasonal release be paid his/her accrued vacation pay in lieu of taking time off for vacation.
328. a. Such payment shall only be made for vacation time accrued and not taken.
329. b. Such payment shall be made to seasonally employed Bargaining Unit members irrespective of their seniority date, provided they complete the full term of their seasonal appointment. By way of illustration but not by way of limitation, an employee appointed to work during the regular academic year (September 1 to April 30) who terminates prior to the first complete seasonal appointment shall not be eligible for such payment; however, a first year employee who completes the full term of his/her seasonal appointment shall receive such payment.

K. SICK LEAVE

330. 1. Unused Sick Leave shall not accumulate and each employee's unused

Sick Leave shall remain at its level as of June 30, 1976, except that such Sick Leave accumulation may be utilized by employees who are in the employment of the Employer.

331. 2. Each seniority employee who has completed his or her probationary period shall be granted ten (10) Sick Leave days. Each July 1st, each seniority employee's Sick Leave balance shall be re-established at ten (10) days. Such days are not accumulative.
332. a. Any of the ten (10) sick days may be used for individual or family illness or injury as provided for in this provision.
333. b. With the advance approval of his or her supervisor, an employee shall be allowed to use three (3) of the ten (10) sick days for personal use. With advance written approval of his or her supervisor, an employee may be allowed to make such a personal day contiguous with Annual Leave or a holiday.
334. 3. Employees shall be eligible for Sick Leave in accordance with the provisions of this Article after completion of ninety (90) days of employment. A newly hired employee shall, following the completion of his or her probationary period, be credited with three-fourths (3/4) of a day six (6) hours of Sick Leave for each month or major portion thereof, between his or her first actual day of work and the following June 30th.
335. 4. A part-time employee shall accumulate Sick Leave as provided for in Sections 2 and 3 above prorated based on the ratio between the number of hours regularly worked and forty (40) hours. A full-time employee who has less than a ten (10) month appointment shall accumulate Sick Leave as provided for in Sections 3 and 4 above prorated based on the ratio between the number of months of their appointment and twelve (12) months.
336. 5. A seniority employee unable to work because of illness or injury or because of illness or injury of a member of his or her immediate family (subject to the provisions of Section 3 and 4 above), may use his or her Sick leave credit in any week of the year in which he or she is scheduled to be on the payroll, but only for the number of working days in the work week for which he or she is scheduled to receive remuneration.
337. Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five (5) days of a regular week.
338. 6. If an employee elects to use his or her Sick Leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receives his or her regular earnings, the monetary value of the accrued Sick Leave will be computed at the

date of injury and the same may be utilized only to the extent of the monetary difference between his or her regular earnings and his or her compensation benefits for each pay period.

339. 7. Whenever a seniority employee has used up all of his or her Sick Leave credit provided for in Section 2, 3, or 4 above, he or she will be removed from the payroll until he or she reports back to duty, except that an employee who has Sick leave days accumulated as of June 30, 1976, may utilize such accumulated Sick Leave days in accordance with this provision if he or she previously used no less than six (6) of the Sick Leave days provided in Section 2(a) above or such prorated portion thereof as provided in Sections 3 or 4 above and who is unable to work because of sickness or injury shall, upon request, be placed on a Medical Leave of Absence without pay effective upon exhaustion of such Sick Leave credits. The Employer may require a statement from the employee's doctor if such leave extends for more than five (5) days beyond exhaustion of such Sick Leave credits.
340. 8. Sick Leave utilized by an employee for illness or injury of a member of the immediate family shall be based on the merit of the case and limited by the following provisions:
341. a. Such use is not to exceed the employee's remaining sick leave hours in any fiscal year.
342. b. "Immediate Family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, and father-in-law.
343. c. Requests for the above shall be routed through normal administrative channels and be decided by the Director of Personnel Services.
344. 9. An employee may not use Sick Leave and concurrently receive benefits from a University authorized disability insurance plan.

It is the policy of the University that all absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his her department absorbs the work or the institution provides a substitute. Absences chargeable to sick leave for any other reason will be considered on the basis of merit by the Director of Employee Relations. The Union recognizes that the University may continue such policy in debiting such sick days provided in the Labor Agreement. The Union further recognizes that as a part of the Employer management right as specified in the Labor Agreement, the University may adopt a rule that employees furnish proof of sickness or illness in order to be compensated for an absence under the sick leave provisions of the Agreement.

L. RETIREMENT AND DEATH BENEFITS

345. 1. Retirement Benefits
346. a. Subject to the conditions set forth below, employees who have at least a fifty percent (50%) or greater appointment at the time of enrollment may participate in one (1) of the following retirement programs (in the event an employee's percent of appointment later drops below 50% such employee shall continue participating in the plan in which initially enrolled):
347. 1. Michigan Public School Employees Retirement System (MPERS)
- NOTE: Employees who, as of December 31, 1995, were enrolled in MPERS shall continue participating in the plan, subject to the rules, policies and requirements established by the State of Michigan for participation in the plan. Employees hired on and after January 1, 1996 are not eligible to enroll in MPERS unless such employee has prior MPERS service at one or more of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, Western Michigan University.
348. 2. Teachers Insurance and Annuities Association - College Retirement Equities Fund (TIAA-CREF)
349. 3. Such optional retirement program, if any, as may be established on or after January 1, 1996.
350. 4. Each eligible employee must elect to participate in one (1) of these retirement programs within thirty (30) calendar days of the commencement of his or her regular employment with the University. Any employee who does not make such an election within the thirty (30) calendar day time period, may thereafter enroll in one (1) of the available plans by completing an enrollment application in the Benefits Office. Retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive. Once an employee has been so enrolled such enrollment shall be irrevocable.
351. b. Employer Contributions
352. 1 The Employer shall contribute the amount specified annually by the State of Michigan for each employee participating in the Michigan Public School Employees Retirement System.
353. 2 The Employer shall contribute ten percent (10%) of an employee's gross earnings to the TIAA-CREF Retirement Plan

for those employees participating in said plan.

354. c. Payment of Unused Sick Leave Benefits

Employees hired prior to July 1, 1976, who separate from University employment for retirement purposes in accordance with the provisions of the Michigan Public School Employees Retirement Fund (and with ten (10) or more years of service at EMU and who are over age fifty (50) on their date of separation) shall be paid fifty percent (50%) of their unused Sick Leave, if any, as provided in Section L.1., Sick Leave, as of the effective date of separation. Such payments are to be made at the employee's rate of pay at the date of separation.

355. d. Life Insurance

356. If an employee is over age fifty (50) and has ten (10) or more years of service at EMU at the time he or she retires, he or she shall be entitled to a lifetime benefits of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by the Employer at no cost to the employee. Employees who retire on or after January 1, 1994, shall be entitled to a lifetime benefit of four thousand dollars (\$4,000) of life insurance benefits.

2. Death Benefits

357. a. Payment of Unused Sick Leave Benefits

358. In the case of the death of an employee hired prior to July 1, 1976, payment of fifty percent (50%) of the unused Sick Leave, if any, as provided in Section K.1., Sick Leave, shall be made to the beneficiary or estate. Such payments will be made at his or her regular rate of pay as of the day of death.

359. b. Payment of Accrued Wages and Unused Vacation Benefits

360. All accrued wages and vacation benefits earned and unpaid as of an employee's death shall be paid to the employee's designated beneficiary or estate.

M. UNIFORMS

361. 1. The Employer agrees to reimburse each Maintenance Supervisor who is required by the Employer to wear a work uniform for the cost of such uniform clothing, up to \$150 per year. The employee must provide adequate proof of purchase to the Employer to be eligible for reimbursement. It is understood that the Employer, in its sole discretion, shall determine, by department, whether such supervisors will be required to wear work uniforms, and if so required, the type of uniform(s) to be worn. It is further understood that uniform clothing reimbursement procedures shall be determined by the

department(s) involved.

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

ARTICLE XXV HEALTH AND SAFETY

364. A. The Employer shall make reasonable provisions for the health, safety and first aid of its employees during hours of employment. This section shall not be interpreted to subject the Employer to any personal or contract damage liability.
365. B. Health and Safety concerns may be addressed through Special Conference, as requested by the Union. Such Special Conference shall be convened within twenty-four (24) hours of the Union's request and may be scheduled outside of regularly scheduled working hours if deemed appropriate by the Employer.
366. C. Grievances of Health and Safety concerns unresolved through Special Conferences may be initiated at Step III of the Grievance procedure set forth in Article XI.D.
367. D. The Union President, or his or her designee, shall be granted release time, without loss of pay, to participate as a member of the University's Safety Committee.

ARTICLE XXVI MISCELLANEOUS

A. UNION MEETING

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

B. MAIL

369. The Union shall have the right to use the Campus Mail Service for official correspondence to Union Officials. The Union shall also have the right to

use the Campus Service for newsletters and notices of regular and special meetings and activities, providing that the number of such mailings of notices and newsletters does not exceed fifteen (15) per calendar year.

C. REST AREAS

370. Rest areas as currently provided, or comparable facilities, shall be maintained for the duration of this Agreement.

D. PAY PERIODS

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

E. PARKING FACILITIES

372. Employees shall be provided parking space, without charge, in facilities generally comparable to those which exist as of the effective date of this Agreement.

F. BLOOD BANK

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

G. CREDIT UNION

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

H. EDUCATIONAL OPPORTUNITIES

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

1. Tuition Waiver Program

376. a. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.
377. b. An employee shall be eligible for a tuition waiver if he or she satisfies the following terms and conditions.

378. (1) The employee must have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he or she plans to register.
379. (2) The employee must present evidence of admission to the Employer's Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.
380. (3) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of the Fall, Winter or Spring/Summer sessions, but in no case later than the deadline for 100% drop announced in the class Schedule Book for the applicable semester.
381. Failure to submit an application for approval within the required time-lines may forfeit the employee's eligibility for that term.
382. (4) The employee must agree to reimburse the Employer for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the Employer for tuition waiver benefits forfeited by the employee, the employee shall authorize the Employer to collect such amounts through deductions from his or her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each biweekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.
383. c. Eligible full-time employees shall be entitled to full tuition waiver benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half ($\frac{1}{2}$) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits. Tuition Waiver Benefits for employee's who are laid off will continue through the end of the semester in which the layoff occurs.
384. d. The employee must take courses during non-working hours.
385. e. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
386. (1) The employee voluntarily terminates his or her active employment with the University prior to the completion of the term or semester for which he or she is enrolled.
387. (2) A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of "C-" (undergraduate) and "B-"

(graduate) are unacceptable.

388. (3) A mark of "Incomplete (I) is received and not converted to a passing grade within twelve (12) months following the completion of the semester in which the course was taken, or the date the employee's employment terminates, whichever is earlier.
389. (4) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exception may be made through the regularly established appeal process in the Student Accounting Office, and by the Director of Benefit Programs upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.).

2. Auditing of Classes

390. Regular employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:

391. a. The employee must submit a completed application to the Benefits Office not less than five (5) working days prior to the first day of classes of each semester in which classes will be audited.
392. b. All classes must be audited during non-working hours.
393. c. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

394. 3. Tuition Waiver Program for Employee Spouses and Dependent Children.

395. a. A tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
396. b. A bargaining unit member's spouse or dependent child shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
397. (1) The spouse/dependent child must present evidence of admission to EMU's Staff Benefits Office confirming that:

398. (a) He/she is the dependent child or spouse of a bargaining unit member. A dependent child shall be defined as (a) legally dependent children of eligible staff and (b) children who have eligible staff as their legal guardian.
399. (b) He/she has satisfied all admission requirements and is eligible to enroll for courses.
- (2) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of the Fall, Winter or Spring/Summer sessions but in no case later than the deadline for 100% drop announced in the Clas Schedule Book for the applicable semester.
400. (3) Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term.
401. (4) Upon the employee's termination from the University, tuition waiver benefits for eligible spouse and dependent children shall cease at the end of the semester in which the termination occurs.
402. c. A bargaining unit member's spouse or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.
403. d. It is intended that only a fifty percent (50%) Tuition Waiver be provided to any one (1) dependent irrespective of whether or not both parents are employed by the University.
404. e. An eligible spouse/dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
405. (1) A grade of "pass", or "C" or above is not achieved in any course for which tuition waiver is obtained. Grades of "C-" are not acceptable.
406. (2) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the sponsoring employee's employment terminates, whichever is earlier.
407. (3) The spouse/dependent withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student

Accounting Office and by the Director of Benefit Programs upon a showing of appropriate cause by the spouse/dependent (e.g., prolonged incapacitating illness, or the like).

4. Washtenaw Community College

408. a. The parties recognize that both the Employer and the individual employee may benefit from off-duty technical/vocational training not routinely offered by the Employer that is directly related to skills and abilities needed in an employee's present job assignment.
409. b. To the extent the Employer may, in its sole and exclusive discretion, elect to fund and make such self-development opportunities available, eligible employees shall be reimbursed for the full tuition cost of up to three (3) credit hours per semester at Washtenaw Community College. This program covers tuition only. Registration and other incidental fees and expenses shall be borne by the employee.
410. c. An employee shall be eligible for tuition reimbursement if he/she satisfies the following terms and conditions:
411. (1) The employee must be a seniority employee within the bargaining unit prior to the first day of classes of the semester for which he/she plans to register.
412. (2) The employee must have received no prior disciplinary actions within the preceding 24 month period. (At the Employer's discretion, this restriction may be waived).
413. (3) The employee must present evidence to the Employer confirming that he/she has satisfied all admission requirements and is eligible to enroll in the courses for which tuition reimbursement is being requested.
414. (4) The employee must submit a completed application for tuition reimbursement to the Employer not less than five (5) working days prior to the last day of registration. This applications must describe the job related nature of the instructional training and be signed and approved by the employee's Department Head. Upon verification of eligibility and availability of funds, a tuition reimbursement entitlement form will be issued to the employee by the Employer. An employee must allow twenty-four (24) hours for approval prior to picking up the tuition reimbursement entitlement form. Upon submission by the employee to the Employer of the approved tuition reimbursement entitlement form and evidence that the employee has satisfactorily completed the course, the Employer will issue the reimbursement check.

NOTE: Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that semester.

- 415. (5) Eligible full-time employees shall be entitled to full tuition reimbursement benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (½) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition benefits.
- 416. (6) The employee must take courses during non-working hours.
- 417. (7) The employee must agree that tuition reimbursement benefits shall be forfeited under the terms and conditions hereinafter provided:
 - 418. (a) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is enrolled.
 - 419. (b) The employee fails to complete a course within the semester in which it is taken, or fails to provide to the Employer, within thirty (30) calendar days of the end of the semester in which the course is taken, satisfactory evidence of having achieved a grade of "Pass" or "C" or above.
 - 420. (c) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Employer upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.)

I. BOOK STORE DISCOUNTS

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

J. TRAVEL EXPENSES

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

K. STAFF I.D.'S

423. Staff I.D.'s will be provided by the Employer.

L. HEALTH SERVICES

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

M. WAGE OVERPAYMENTS

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

ARTICLE XXVII TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

426. Administrative/Professional positions (A/P), pursuant to the University classification system are frequently made available to qualified bargaining unit members. To encourage participation and to provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
427. 1. A bargaining unit member appointed to an administrative appointment shall be transferred from Bargaining Unit status to non-Bargaining Unit status for the duration of his/her appointment.
428. 2. As a non-bargaining unit employee, a professional-technical employee shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.
429. 3. Upon the expiration of his/her appointment to an Administrative position, the bargaining unit member shall be returned to the bargaining unit and his/her former department and position.
430. 4. The base salary of a bargaining unit member returned to the bargaining unit from an Administrative appointment shall be adjusted as if he/she had not held such position.
431. 5. The Union shall be notified within thirty (30) days of the appointment of the bargaining unit member to an Administrative position, and within thirty (30) days of his/her return to the bargaining unit.

ARTICLE XXVIII CONFORMITY TO LAW

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

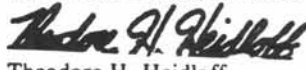
ARTICLE XXIX DURATION AND AMENDMENT

433. This Agreement shall become effective January 17, 1997, and shall continue in full force and effect to and including September 15, 1999. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing between the ninetieth (90th) day and sixtieth (60th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
434. If, pursuant to such negotiations, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
435. In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on the 17th day of January, 1997.

EASTERN MICHIGAN UNIVERSITY



William E. Shelton, President



Theodore H. Heidloff
Executive Director
Human Resources



Kevin J. Smart, Director
Employee Relations

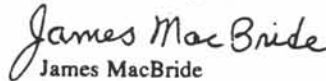
UAW LOCAL 1976



Bob King
Region 1-A, UAW



Malcolm Marts, President



James MacBride
International Representative
Region 1-A, UAW

George E. Torok
George E. Torok, Associate
Employee Relations

Larry Barkoff
Larry Barkoff, Representative
Compensation/Employment

John W. Beaghan
John Beaghan
Assistant Controller

Dave Costanza
Dave Costanza
Academic Affairs

Lynette Findley
Lynette Findley
The Learning Center

Rebecca Figura
Rebecca Figura
Director, Housing

Cynthia Van Pelt
Cynthia Van Pelt
Chairperson
Bargaining Committee

Pamela McMichael
Pamela McMichael, Member
Bargaining Committee

Patricia L. Woolley
Patricia Woolley, Member
Bargaining Committee

APPENDIX A

PROFESSIONAL/TECHNICAL SALARY SCHEDULE
Effective July 1, 1995

PAY GRADE	MINIMUM		40TH PERCENTILE		MIDPOINT		MAXIMUM	
	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY
3	\$16,206	\$ 621.18	\$18,543	\$ 710.78	\$19,128	\$ 733.18	\$22,050	\$ 845.18
4	17,994	689.72	20,643	791.28	21,306	816.67	24,618	943.62
5	20,333	779.37	23,599	904.59	24,416	935.89	28,500	1,092.41
6	22,923	878.65	27,024	1,035.86	28,050	1,075.17	33,177	1,271.69
7	26,360	1,010.39	31,294	1,199.51	32,527	1,246.79	38,695	1,483.19
8	30,053	1,151.94	36,429	1,396.37	38,024	1,457.47	45,995	1,763.00
9	34,515	1,322.97	42,534	1,630.35	44,539	1,707.19	54,563	2,091.42
10	39,000	1,494.88	48,057	1,842.06	50,322	1,928.86	61,644	2,362.83
11	43,817	1,679.52	54,831	2,101.72	57,585	2,207.27	71,354	2,735.02
12	49,756	1,907.16	62,314	2,388.55	65,454	2,508.89	81,153	3,110.62
13	57,220	2,193.26	71,662	2,746.86	75,273	2,885.26	93,327	3,577.25

Salary Calculations

$$\text{Biweekly Rate} = \text{Annual Rate} \div 26.089$$

$$\text{Annual Rate} = \text{Biweekly Rate} \times 26.089$$

$$\text{Hourly Rate} = \text{Annual Rate} \div 2087.12 \text{ or Biweekly Rate} \div 80$$

APPENDIX B

MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS
OF AMERICA, and its
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

RE: Automatic Progression

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that any automatic progression provided in the classification specifications for University Computer Center employees shall not apply to an employee if there is no reasonable expectancy that he/she can perform the duties/responsibilities of the higher classification to which automatic progression is provided.

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

EASTERN MICHIGAN UNIVERSITY

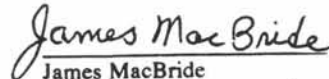
UAW LOCAL 1976



Kevin J. Smart, Director
Employee Relations



Malcolm Marts, Presidents



James MacBride
International Representative
Region 1-A, UAW

APPENDIX C

MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, and its
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

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

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

EASTERN MICHIGAN UNIVERSITY

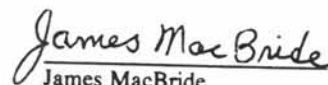


Kevin J. Smart, Director
Employee Relations

UAW LOCAL 1976



Malcolm Marts, President



James MacBride
International Representative
Region 1-A, UAW

APPENDIX D

CLASSIFICATIONS AND PAY GRADES

ACADEMIC ADVISOR	PT07
ACADEMIC ADVISOR OF SPECIAL POPULATIONS	PT08
ACCOUNTANT I	PT06
ACCOUNTANT II	PT07
ADMINISTRATIVE ASSISTANT I	PT05
ADMINISTRATIVE ASSISTANT II	PT06
ADMINISTRATIVE ASSOCIATE I	PT07
ADMINISTRATIVE ASSOCIATE II	PT08
ADMINISTRATIVE MANAGER	PT09
ADMISSIONS OFFICER	PT07
ADVERTISING & PROMOTIONS	
SPECIALIST, HOUSING, DINING, UNION & CONF. SERVICE	PT06
ANIMAL CARE TECHNICIAN	PT05
APARTMENT MANAGER/LEASING COORDINATOR	PT05
AREA COMPLEX DIRECTOR	PT06
AREA FOREPERSON	PT06
ASSISTANT ATHLETIC TRAINER	PT07
ASSISTANT COORDINATOR EQUITY PROGRAMS	PT07
ASSISTANT DIRECTOR OF MCKENNY UNION & CONFERENCES, OPERATIONS	PT08
ASSISTANT DIRECTOR, ADMISSIONS COMMUNICATIONS	PT09
ASSISTANT DIRECTOR, ADMISSIONS-INTERNAL OPERATIONS	PT09
ASSISTANT DIRECTOR, ADMISSIONS-OUTREACH	PT09
ASSISTANT DIRECTOR, ENROLLMENT CONVERSION	PT09
ASSISTANT DIRECTOR, HONORS PROGRAMS	PT08
ASSISTANT DIRECTOR, OPERATIONS	PT09
ASSISTANT DIRECTOR, RECREATION/INTRAMURALS	PT08
ASSISTANT DIRECTOR, SCHOLARSHIPS	PT09
ASSISTANT DIRECTOR, STUDENT LOANS	PT09
ASSISTANT MANAGER, EDITORIAL SERVICES	PT07
ASSISTANT MANAGER, NEWS SERVICE	PT07
ASSISTANT MANAGER, OPERATIONS (CAREER SERVICES)	PT07
ASSISTANT MANAGER, SPORTS INFORMATION	PT06
ASSISTANT PLANT ENGINEER	PT07
ASSISTANT PROGRAM DIRECTOR, INSTITUTE FOR THE STUDY OF CHILDREN & FAMILIES	PT08
ASSISTANT UNIT MANAGER, DINING SERVICES	PT06
ASSOCIATE DIRECTOR, BILINGUAL VOCATIONAL EDUCATION	PT10
ASSOCIATE DIRECTOR, OFFICE OF RESEARCH DEVELOPMENT	PT10
ASSOCIATE DIRECTOR, PROJECT UPWARD BOUND	PT07
ASSISTANT DIRECTOR OF MCKENNY UNION AND CONFERENCES	PT08
ATHLETIC ACADEMIC SUPPORT PROGRAM SPECIALIST	PT06
BUDGET ANALYST I	PT07
BUDGET ANALYST II	PT08
BUDGET ANALYST III	PT09
CAMPUS LIFE OFFICER	PT07
CAREER DEVELOPMENT ASSISTANT	PT07
CAREER DEVELOPMENT ASSOCIATE	PT08
CATERING SALES REPRESENTATIVE	PT05
CENTER ADMINISTRATIVE/MARKETING ASSOCIATE	PT06
CLINICAL SUPERVISOR, SPEECH & HEARING	PT09
COMPUTER NETWORK SYSTEMS ADMINISTRATOR I	PT07

COMPUTER NETWORK SYSTEMS ADMINISTRATOR II	PT08
COMPUTER OPERATOR	PT05
COORDINATOR, ACADEMIC ADVISING CENTER	PT08
COORDINATOR, ATHLETIC CERTIFICATION & TRANSFER RECORDS SYSTEM	PT08
COORDINATOR, ATHLETIC EQUIPMENT AND FACILITIES	PT07
COORDINATOR, BANQUETS/CATERING	PT06
COORDINATOR, BUSINESS & FINANCE INFORMATION SYSTEMS	PT09
COORDINATOR, CAREER SERVICES PLACEMENT	PT09
COORDINATOR, CENTER FOR ADAPTIVE TECHNOLOGY EDUCATION	PT07
COORDINATOR, COMPUTER LITERACY	PT07
COORDINATOR, COMPUTER LITERACY LABORATORY, COMPUTER SCIENCE	PT07
COORDINATOR, CREDIT & NON-CREDIT PROGRAMS	PT08
COORDINATOR, DEVELOPMENT AND PUBLIC INFORMATION - WEMU	PT09
COORDINATOR, DEVELOPMENT INFORMATION SYSTEMS	PT09
COORDINATOR, HEALTH EDUCATION	PT08
COORDINATOR, HONORS PROGRAMS	PT07
COORDINATOR, INDEPENDENT STUDY PROGRAM	PT07
COORDINATOR, INSTITUTE PROJECTS	PT06
COORDINATOR, INSTRUCTIONAL SUPPORT CENTER	PT09
COORDINATOR, INTERNATIONAL PLACEMENT	PT07
COORDINATOR, MARKETING & EVENTS	PT06
COORDINATOR, MEDIA SERVICES CENTER	PT08
COORDINATOR, MINORITY TEACHER INITIATIVE TRANSFER CENTER	PT07
COORDINATOR, MULTICULTURAL CENTER	PT08
COORDINATOR, OFFICE TECHNOLOGY AND INFORMATION SYSTEMS	PT09
COORDINATOR, RECORDS AND TEACHER CERTIFICATION	PT08
COORDINATOR, RECREATION/INTRAMURAL PROGRAMS	PT07
COORDINATOR, RECREATION/INTRAMURAL PROGRAMS AND PRO SHOP	PT07
COORDINATOR, REGISTRATION	PT09
COORDINATOR, UNIVERSITY APARTMENTS	PT06
COORDINATOR, WEEKEND UNIVERSITY	PT07
DANCE ACCOMPANIST/COMPOSER	PT08
DATA BASE ADMINISTRATOR/PROGRAMMER	PT10
DATA CONTROL ACCOUNTANT, ACCOUNTS PAYABLE DEVELOPMENT OFFICER	PT06
EDITOR, ISSUES AND INQUIRY	PT09
EMPLOYER RELATIONS ASSOCIATE	PT07
ENROLLMENT CONVERSION REPRESENTATIVE	PT08
FACILITIES ANALYST/DESIGNER	PT07
FAMILY SERVICES COORDINATOR/LEAD TEACHER	PT07
FINANCIAL AID ADVISOR	PT08
FOREIGN STUDENT ADVISOR	PT07
FOREPERSON, CUSTODIAL	PT07
FOREPERSON, GROUND	PT05
GRAPHIC ARTS SPECIALIST	PT09
GROUNDWATER COMPUTER LAB COORDINATOR	PT06
GROUNDWATER EDUCATION COORDINATOR	PT08
INFORMATION SYSTEMS DATA SPECIALIST	PT08
INSTITUTE COORDINATOR	PT06
INSTITUTIONAL RESEARCH ANALYST	PT08
INSTRUCTIONAL COST INFORMATION ANALYST	PT07
	PT07

INTERIM POSITION - PT EXEMPT	PT
INTERIM POSITION - PT EXEMPT W/OVERTIME	PT
INTERIM POSITION - PT NON-EXEMPT	PT
LEAD COMPUTER OPERATOR	PT07
LEAD PROGRAMMER/ANALYST	PT09
LEAD SYSTEMS PROGRAMMER	PT10
LEAD TEACHER	PT07
MAINTENANCE/PROJECT FOREPERSON	PT08
MANAGER ATHLETIC ACADEMIC SUPPORT PROGRAM	PT08
MANAGER OF CUSTOMER SERVICE OPERATIONS, HOUSING & DINING SERVICES	PT08
MANAGER, ADMINISTRATIVE SUPPORT SERVICES	PT09
MANAGER, CAREER PLANNING	PT09
MANAGER, CATERING OPERATIONS	PT07
MANAGER, CHEMISTRY DEPARTMENT SERVICES	PT09
MANAGER, CORPORATE RELATIONS	PT09
MANAGER, FOREIGN STUDENT ENROLLMENT	PT08
MANAGER, INTERNATIONAL COOPERATIVE ED. & ACAD. EXCHANGE (ICEE) PROGRAM	PT08
MANAGER, LOANS PROCESSING	PT07
MANAGER, MUSIC PROGRAMS - WEMU	PT08
MANAGER, PURCHASING OPERATIONS	PT08
MANAGER, TECHNICAL OPERATIONS, WEMU	PT08
MANAGER, TRAVEL-STUDY ABROAD	PT08
MARKETING MEDIA ASSOCIATE/VIDEO PRODUCTION	PT07
MEDIA LIBRARIAN	PT05
MEDIA TECHNICAL SERVICES ASSISTANT	PT05
MEDICAL ASSISTANT	PT04
MENTAL HEALTH COUNSELOR	PT08
MICROCOMPUTER SUPPORT SPECIALIST I	PT07
MICROCOMPUTER SUPPORT SPECIALIST II	PT08
MUSIC ANNOUNCER	PT05
NETWORK COMMUNICATIONS SPECIALIST I	PT07
NETWORK COMMUNICATIONS SPECIALIST II	PT08
NURSE PRACTITIONER	PT09
PHARMACIST, UNIVERSITY HEALTH SERVICES	PT08
PHOTOGRAPHY SPECIALIST	PT07
PHYSICIAN, UNIVERSITY HEALTH SERVICES	PT13
PIANO TECHNICIAN	PT07
PLANT ENGINEER	PT09
PRESS OPERATOR	PT04
PRODUCTION CONTROL ANALYST I	PT06
PRODUCTION CONTROL ANALYST II	PT07
PROGRAM ASSISTANT I	PT06
PROGRAM ASSISTANT II	PT07
PROGRAM ASSISTANT, ACADEMIC PROGRAMS ABROAD	PT06
PROGRAMMER/ANALYST I	PT06
PROGRAMMER/ANALYST II	PT07
PROJECT COORDINATOR	PT08
PROJECT COORDINATOR, FACILITIES MANAGEMENT	PT07
PROSPECT RESEARCH ASSISTANT UNIVERSITY DEVELOPMENT	PT06
PUBLICATIONS ASSISTANT	PT07
PURCHASING AGENT	PT07
RADIO AND TELEVISION ENGINEER	PT08
RADIO REPORTER/PRODUCER	PT05
REGIONAL MANAGER, CONTINUING EDUCATION	PT07
RESEARCH ASSISTANT I	PT05

RESEARCH ASSISTANT II	PT06
RESEARCH ASSOCIATE I	PT07
RESEARCH ASSOCIATE II	PT08
RESEARCH OFFICE ASSOCIATE	PT09
RESEARCH PROJECT MANAGER	PT09
RISK MANAGEMENT & WORKERS' COMPENSATION SPECIALIST	PT07
SAM SPECIALIST/OPERATIONS SUPERVISOR	PT08
SCIENTIFIC INSTRUMENT TECHNICIAN I	PT07
SCIENTIFIC INSTRUMENT TECHNICIAN II	PT08
SENIOR ACCOUNTANT	PT08
SENIOR COMPUTER OPERATOR	PT06
SENIOR CURATOR	PT07
SENIOR FACILITIES ANALYST	PT08
SENIOR FINANCIAL AID ADVISOR	PT08
SENIOR MENTAL HEALTH COUNSELOR	PT09
SENIOR MICROCOMPUTER SUPPORT SPECIALIST	PT09
SENIOR PROGRAMMER/ANALYST	PT08
SENIOR SYSTEM PROGRAMMER	PT09
SPECIAL PROJECTS-TRANSFER COORDINATOR	PT09
SPORTS MARKETING, PROMOTIONS & TICKET OPERATIONS SPECIALIST	PT07
STAFF ANNOUNCER - WEMU	PT07
STAFF NURSE	PT07
STUDENT SERVICES ASSOCIATE	PT08
STUDY ABROAD ADVISOR	PT08
SUPERVISOR, ATHLETIC EQUIPMENT	PT06
SUPERVISOR, BINDERY	PT05
SUPERVISOR, BIOLOGY DEPARTMENT SERVICES	PT07
SUPERVISOR, COLLECTIONS	PT06
SUPERVISOR, COMPUTING LABORATORY AND NETWORK SERVICES	PT08
SUPERVISOR, COPY SERVICES	PT07
SUPERVISOR, DINING SERVICES	PT05
SUPERVISOR, LABORATORY SERVICES	PT07
SUPERVISOR, MATERIALS ACCESS	PT07
SUPERVISOR, MEDICAL TECHNOLOGIST	PT08
SUPERVISOR, MULTIMEDIA MATERIALS ACCESS/PRODUCTION	PT07
SUPERVISOR, PARKING OPERATIONS	PT06
SUPERVISOR, PRINTING SERVICES	PT08
SUPERVISOR, TELEPHONE SERVICE	PT05
SUPERVISOR, TECHNOLOGY ACQUISITIONS	PT07
SYSTEMS PROGRAMMER I	PT07
SYSTEMS PROGRAMMER II	PT07
TEACHER	PT06
TEACHER CERTIFICATION SPECIALIST	PT07
TEACHER/PLACEMENT SPECIALIST - DEVELOPMENTAL MATHEMATICS	PT07
TECHNICAL SUPERVISOR, EMU THEATRE	PT08
TECHNOLOGY ADMINISTRATIVE SUPPORT SPECIALIST	PT08
TELECOMMUNICATIONS SPECIALIST	PT07
TODDLER TEACHER	PT06
TRADES FOREPERSON	PT09
UNIT MANAGER, CASH FOOD OPERATIONS	PT07
UNIT MANAGER, DINING SERVICES	PT07
UNIVERSITY CASHIER	PT08
USER CONSULTANT I	PT06
USER CONSULTANT II	PT08
USER CONSULTANT, SENIOR	PT08

USER SUPPORT ASSISTANT I
USER SUPPORT ASSISTANT II
WORKPLACE EDUCATION SPECIALIST
WRITER I
WRITER II
X-RAY TECHNICIAN

PT05
PT06
PT08
PT06
PT07
PT06

APPENDIX E

NON-EXEMPT CLASSIFICATIONS AND PAY GRADES

ACCOUNTANT I	PT06
ACCOUNTANT II	PT07
ADMINISTRATIVE ASSISTANT I	PT05
ADMINISTRATIVE ASSISTANT II	PT06
ANIMAL CARE TECHNICIAN	PT05
AREA FOREPERSON	PT06
ASSISTANT ATHLETIC TRAINER	PT07
ASSISTANT MANAGER, OPERATIONS (CAREER SERVICES)	PT07
ASSISTANT UNIT MANAGER, DINING SERVICES	PT06
BUDGET ANALYST I	PT07
BUDGET ANALYST II	PT08
BUYER	PT07
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ASSISTANT DIRECTOR, HONORS PROGRAMS	PT08
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ASSISTANT DIRECTOR, EDITORIAL SERVICES	PT07
ASSISTANT MANAGER, NEWS SERVICE	PT07
ASSISTANT MANGER, SPORTS INFORMATION	PT06
ASSISTANT PLANT ENGINEER	PT07
ASSISTANT PROGRAM DIRECTOR, INSTITUTE FOR	
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ASSOCIATE DIRECTOR, NATIONAL INSTITUTE	
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ASSOCIATE DIRECTOR, OFFICE OF RESEARCH DEVELOPMENT	PT10
ASSOCIATE DIRECTOR, PROJECT UPWARD BOUND	PT07
ASSISTANT DIRECTOR OF MCKENNY UNION AND CONFERENCES	PT08
ATHLETIC ACADEMIC SUPPORT PROGRAM SPECIALIST	PT06
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WORKPLACE EDUCATION SPECIALIST	PT08
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APPENDIX G

REPRESENTATION DISTRICTS

<p><i>Group I</i></p> <ul style="list-style-type: none"> Bowen Field House Campus Life Career Services Counseling Services Dean of Students Health Services Housing/Dining Services Hoyt Conference Center Intercollegiate Athletics McKenny Operations Recreation/Intramurals University Marketing University Publications Upward Bound 	<p><i>Group II</i></p> <ul style="list-style-type: none"> Academic Advising Admissions Cashiers Children's Institute The Learning Center Financial Aid Graduate School Multi-Cultural Center Records and Certification Registration Student Accounting Student loan Accounting
<p><i>Group III</i></p> <ul style="list-style-type: none"> Accounting Center for Entrepreneurship Central Stores, Receiving and Surplus Corporate Education Office of Research and Development Physical Plant Public Information Services Purchasing Telephone Switchboard University Planning and Budgeting 	<p><i>Group IV</i></p> <ul style="list-style-type: none"> Art and Sciences, Dean's Office Associated Health Professions Biology Chemistry Communication and Theater Arts Consumer Education Education, Dena's Office Honors Program HPERD Institute for Families and Children International Studies & World College Leadership and Counseling Music Physics and Astronomy Psychology Special Education Speech and Hearing Teacher Education
<p><i>Group V</i></p> <ul style="list-style-type: none"> Departmental Instructional Computing Library Media Services University Computing WEMU 	

APPENDIX H

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

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

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



Kevin J. Smart
Director, Employee Relations



James MacBride
International Representative
Region 1-A, UAW



Malcolm Marts
President

APPENDIX I

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

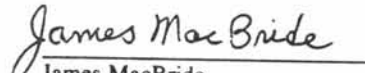
In recognition of the provisions of Article XV, Job Classifications and Article XVII, "Work By Non-Bargaining Unit Employees", the University (hereinafter, Employer) agrees that the reorganization of its operation and/or the elimination of Bargaining Unit position(s) shall not be arbitrarily undertaken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

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



Kevin J. Smart
Director, Employee Relations



James MacBride
International Representative
Region 1-A, UAW



Malcolm Marts
President

APPENDIX J

MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, and its
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

During the course of bargaining for a new collective bargaining agreement, Eastern Michigan University (hereinafter, "Employer") and UAW/TOP local 1976 (hereinafter, "Union") engaged in extensive discussion regarding the Employer's need to contact professional/technical employees outside normally scheduled hours. In that regard, the Employer and the Union agreed that:

1. Whereas: Professional/technical staff may need to be contacted outside normally scheduled hours for a variety of reasons directly connected to the work of the Employer;
2. Whereas: the Union desires that professional/technical employees receive some form of compensation for such activity;
3. Whereas: the appropriateness of the compensation for such action depends, in large measure, on the nature of the work and work assignments within particular departments.

Therefore, the Employer and the union agree that each department that desires to establish an "after hours communications protocol" is free to do so. The methods and structure of such protocol shall be based on the department's needs. Prior to implementation, such protocols shall be presented to the Director of Employee Relations for review, and for discussion with UAW/TOP local 1976 at a Special Conference to be called by the Director.

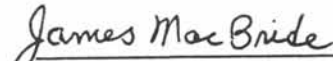
Following the Special Conference, the details of the protocol, which will include methods of compensation, shall be memorialized in a Letter of Understanding. The procedures will take effect on the 5th day following announcement of the protocol to the department by the department head.

EASTERN MICHIGAN UNIVERSITY



Kevin J. Smart
Director, Employee Relations

UAW LOCAL 1976



James MacBride
International Representative
Region 1-A, UAW



Malcolm Marts
President

APPENDIX K

MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, and its
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

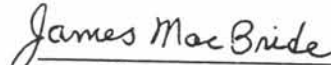
It is hereby understood and agreed between the University Administration and the UAW/TOP Local 1976, that in the event a National Health Care Plan is Legislated and becomes effective during the life of this agreement, the parties will meet and mutually determine the effects of integrating a National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

EASTERN MICHIGAN UNIVERSITY



Kevin J. Smart
Director, Employee Relations

UAW LOCAL 1976



James MacBride
International Representative
Region 1-A, UAW



Malcolm Marts
President

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