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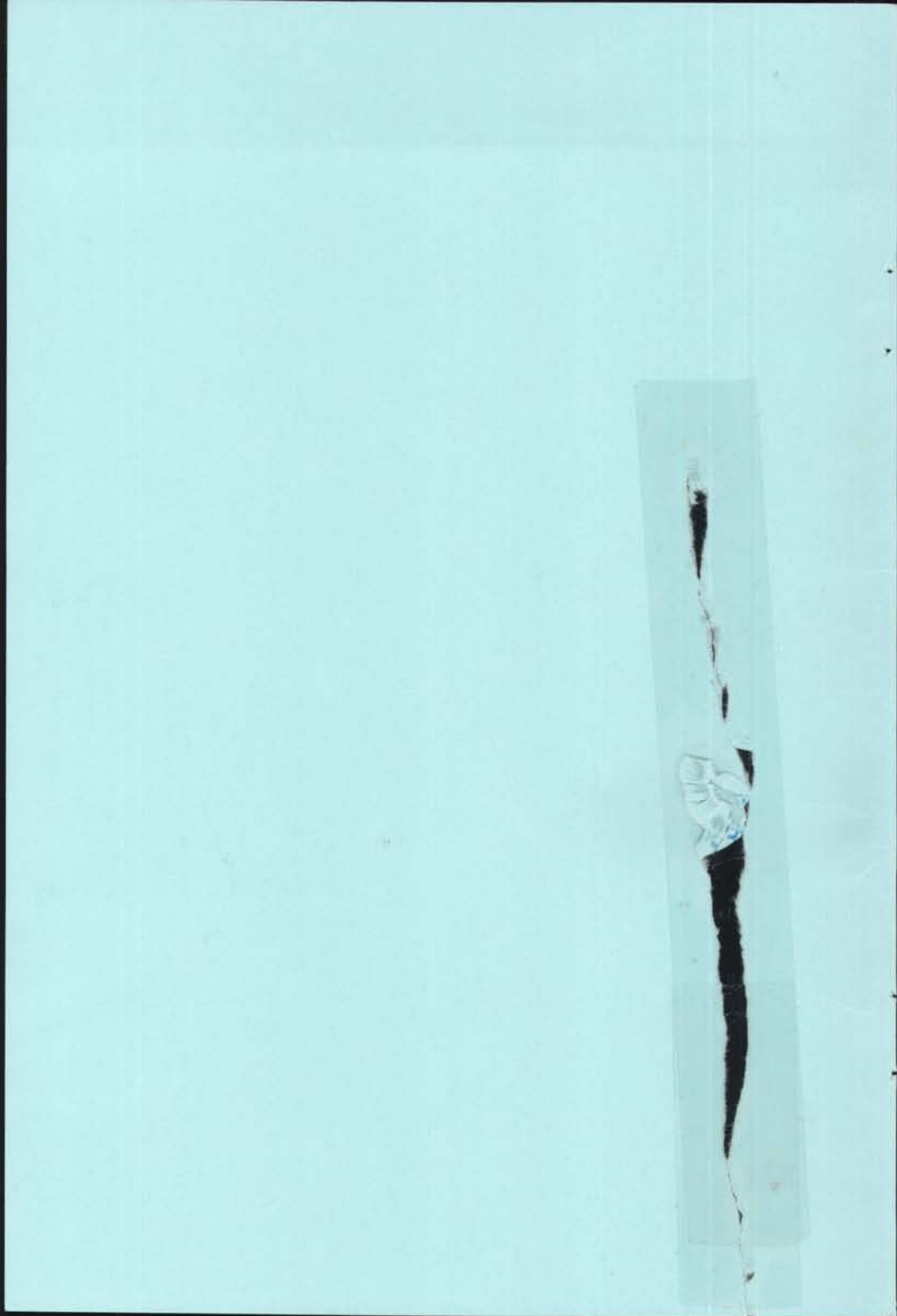
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DECEMBER 1987

Eastern Michigan University



agreement between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
and AGRICULTURAL IMPLEMENT
WORKERS of AMERICA, TECHNICAL,
OFFICE AND PROFESSIONAL
LOCAL 1976
December, 1987

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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 its Technical, Office and Professional Local 1976, hereinafter referred to as the Union.

ARTICLE II RECOGNITION

- 2 Pursuant to and in accordance with Sections 26 and 27 of Act No. 176 of the Public Acts of 1939 as amended, or 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.

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 III NON DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

- 3 A. The Employer and the Union recognize their respective responsibilities under Federal, State and local laws relating to fair employment practices.
- 4 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 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 or national origin and in accordance with the provisions of this Agreement.
- 5 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 IV RIGHTS OF THE EMPLOYER

- 6 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:
 - 7 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;
 - 8 2. the right to change or introduce new or improved operations, methods, means or facilities;
 - 9 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.
- 10 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 V UNION SECURITY

A. UNION MEMBERSHIP

- 11 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

- 12 1. During the life of this Agreement, and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied

in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed 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.

- 13 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.
- 14 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.
- 15 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.
- 16 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 the provisions of the Constitution of the International Union, refunds to the employees will be made by the Union.
- 17 6. All sums deducted by the Employer shall be remitted to the Union's Financial Office once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employee who has terminated his or her Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
- 18 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

- 19 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:

- 20 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 University for termination as provided for in this Article.
- 21 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:
- 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 University terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee.
- 22 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 she shall be terminated.

D. SAVE HARMLESS

- 23 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

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

ARTICLE VI STRIKES AND LOCKOUTS

- 25 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.
- 26 B. In the case of any strike, slowdown or other suspension of work not authorized by the Union, its officers or agents, the Employer agrees that such viola-

tion 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:

- 27 1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- 28 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:
 - a. The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.
 - 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.
- 29 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 VII COMMUNICATIONS

- 30 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.
- 31 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.
- 32 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.
- 33 D. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement in booklet form. The Employer will attempt to provide such copies of the Agreement within sixty (60) calendar days, or sooner, of the ratification of the Agreement 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.

- 34 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.
- 35 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 six (6) months.

ARTICLE VIII SPECIAL CONFERENCES

- 36 At the request of either the Union or the University, 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 University'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. 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 University or the Union under the terms of this Agreement.

ARTICLE IX REPRESENTATION AND RELEASE TIME

- 37 A. The Employer shall recognize three (3) seniority employees of the Bargaining Unit and the Local President as the Bargaining/Grievance Committee.
- 38 B. The Employer shall recognize a Steward and an Alternate Steward in each representation district as agreed upon by the parties in Appendix H. The Alternate Steward shall be recognized only in the absence of the regular Steward.
- 39 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.
- 40 D. Members of the Grievance Committee shall be granted release time, without loss of time or 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 Grievance Committee shall be granted release time, without loss of time or pay, not to exceed thirty-five (35) 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.
- 41 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.

- 42 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 Staff and Union 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.
- 43 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.
- 44 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 X GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 45 I. A grievance shall mean a complaint by an employee in the Bargaining Unit or by a group of employees concerning any alleged violation of this Agreement. All grievances shall be settled in conformity with the following grievance procedures. No matter shall be subject to the Grievance Procedure unless it is presented, in writing, by the Steward at Step II of the Grievance Procedure within fifteen (15) working days from the date the aggrieved employee(s) or the Union became aware, or reasonably should

have become aware, of the action complained of. If no grievance is presented in that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) calendar days before the filing of a written grievance.

- 46 2. If a grievance involves more than one employee reporting to different supervisors, or the Union or University 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.

B. STEP I

- 47 An employee, after he or she informs the University's designated Step I representative of the grievance and does not receive a satisfactory disposition of such grievance, 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 University Step II representative.

C. STEP II

- 48 1. Within five (5) working days from the date the grievance is presented, the University's Step II representative shall arrange and hold a meeting with the aggrieved employee and the Steward, a member of the Grievance Committee, the Supervisor, and at the option of the Employer, a representative of the Office of Staff and Union Relations.
- 49 2. Within five (5) working days of such a meeting, the Step II representative shall submit a written decision to the Grievance Committee representative.

D. STEP III

- 50 1. If the grievance remains unresolved, and the Union wishes to appeal the grievance, the Chairperson of the Grievance 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.
- 51 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 Grievance Committee and not more than three (3) representatives of the University.
- 52 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.

- 53 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 Grievance Committee. Any agreement reached at Step III shall be final and binding.
- 54 5. If the Local President is not a member of the Grievance Committee, the Local President, or his or her designee, may also attend a Step III meeting.

E. STEP IV

- 55 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 then obtaining of the American Arbitration Association.
- 56 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 of the Union.
- 57 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 University, the Union and the employee or employees involved.

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

- 58 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 University 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.

59 G. GRIEVANCE RESOLUTIONS

The resolution of a 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 University and the Union, shall be binding on the Union, the University and employees.

ARTICLE XI DISCIPLINE, SUSPENSION OR DISCHARGE

A. GENERAL PROVISIONS

- 60 1. The University agrees upon the discharge, suspension or discipline of an employee to promptly notify, in writing, the employee and the Steward of the employee's district of the discharge, suspension or discipline. The University also agrees to provide the Steward with a copy of such notice for the Chairperson of the Grievance Committee and place a copy in the employee's personnel file.
- 61 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

- 62 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 Grievance 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 Grievance Committee (or if unavailable, a member of the Grievance Committee, or the Local President) of the suspension or discharge.

C. APPEAL OF A WRITTEN REPRIMAND

- 63 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

- 64 In imposing any discipline on a current charge, the University agrees not to take into account any prior minor infractions of record (in an employee's personnel file) that occurred more than two (2) years 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 three (3) years previously, except those which constitute a felony under State or Federal law.

ARTICLE XII PROBATIONARY EMPLOYEES

- 65 A. Matters concerning the discipline, layoff or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration Procedures.
- 66 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.
- 67 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 XIII SENIORITY

A. GENERAL PROVISIONS

- 68 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.
- 69 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.
- 70 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.
- 71 4. Except as hereinafter provided, an employee who transfers to a position excluded from the Bargaining Unit, at his or her own request or through some action 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.

72 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.

73 5. An employee granted a leave of absence pursuant to this Agreement shall during the period of his or her absence, retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.

74 6. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.

75 7. Loss of Seniority

An employee shall lose his or her seniority and shall be terminated for the following reasons:

- 76 a. He or she voluntarily terminates his or her employment.
- 77 b. He or she is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
- 78 c. He or she retires or receives a pension under the Pension Plan of this Agreement.
- 79 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.
- 80 e. 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.
- 81 f. Failure to return to work within the time limits of a leave of absence or an extended leave of absence.

- 82 g. If laid off for a period equal to his or her seniority or three (3) years,
whichever is less.
- 83 8. 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

- 84 1. Notwithstanding their position on the seniority list, the President, Vice
President, Financial Secretary, and Recording Secretary (if they are
employees of the Employer), 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 are fully capable,
without training, of performing all aspects of the available job. Such a Union
representative displaced by a reduction in force shall exercise his or her
rights under this provision in the following order.
- 85 a. Be assigned to replace the least senior employee within his or her
classification and district, if any, providing he or she is fully capable,
without training, of performing all aspects of such available work.
- 86 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 is fully capable, without training, of perform-
ing all aspects of such available work.
- 87 c. Be assigned by the Employer to a classification in his or her district,
provided that he or she can fully perform, without training, all aspects
of the available work in such classification, if any, and replace the least
senior employee in such classification in the district.
- 88 d. Be laid off.
- 89 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, except that the Employer shall not arbitrarily transfer
or reassign such an employee because of his or her Union activities.
- 90 3. Any dispute concerning the application of this section shall be subject to
the Grievance and Arbitration Provision of this Agreement.
- 91 For the purpose of this Provision, the Local President shall be given preference
over Bargaining/Grievance Committee members, all other Officers, Stewards and
Alternate Stewards; Bargaining/Grievance Committee members over all Union Of-
ficers (with the exception of the Local President), Stewards and Alternate Stewards;
Vice President over Financial Secretary, Recording Secretary, Stewards and Alter-
nate Stewards; Financial Secretary over Recording Secretary, Stewards and Alter-
nate 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

- 92 1. In the event the University 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 University agrees to provide the affected employee(s) and the Local with thirty (30) calendar days written notice.
- 93 2. In effecting such reductions, employees with the least total seniority in classification shall be the first to be subject to layoff and the following order of work force reduction shall apply:
- 94 a. Any position held by a "temporary" employee shall be filled with a Bargaining Unit employee who is laid off or subject to layoff; provided said Bargaining Unit employee is fully qualified to perform all aspects of the work available without training.
- 95 b. Within an affected classification, probationary employee(s) will be terminated prior to the layoff of a seniority employee.
- 96 c. Within an affected classification, the employee with the least seniority shall be the first subject to layoff; provided, the remaining seniority employee(s) can perform the work available without training.
- 97 d. An employee, subject to layoff, who had been promoted into his or her current classification from a lower classification shall instead of being laid off, provided he or she has greater seniority, replace the employee, if any, with the least seniority in the classification he or she previously held within the Bargaining Unit; provided, he or she can perform the work available without training.
- 98 e. Be laid off.
- 99 f. 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.
- 100 3. An employee laid off or subject to layoff shall be given preference in consideration for any posted vacancy, for which he or she applies, over non-bargaining unit applicants; provided, he or she meets the minimum stated qualifications for such vacancy and he or she can perform the available work.
- 101 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.

D. RECALL

- 102 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 are able to fully perform the job without training.
- 103 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 University for unusual circumstances or appropriate cause.
- 104 3. The University shall maintain a list of laid off and displaced employees according to seniority.
- 105 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

- 106 1. Regular job vacancies shall be published in the University Publication (Focus), and during periods when the Focus 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 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.
- 107 2. In those instances when a Bargaining Unit job is only posted internally, a job offer shall be made within thirty (30) 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.

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.

108 3. Job awards shall be made to the best qualified applicant. 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; however, in no instance shall work experience gained while temporarily filling a Bargaining Unit vacancy be considered in determining the best qualified candidate. Each individual candidate is responsible for ensuring his or her application for a position vacancy accurately sets forth those job skills, experience, training and other qualifications he or she desires the Employer to consider in evaluating his or her candidacy.

109 4. 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.

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.

110 5. The Employer's Human Resources Department shall provide the Union with a status report of all vacant and/or unposted Bargaining Unit positions upon the request of the Local Union President but in no event more frequently than every forty-five (45) days.

111 6. At any time within sixty (60) calendar days following the 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 sixty (60) calendar day period a promoted employee may request to be returned to his or her former job and former rate of pay.

112 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.

113 7. Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration provision of this Agreement.

114 8. Job vacancies under this section shall not mean temporary openings such

as 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:

- 115 a. Not be subject to the Reduction of Workforce and Recall Provision of this Agreement.
- 116 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 XIV JOB CLASSIFICATIONS

A. GENERAL PROVISIONS

- 117 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

- 118 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. 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 University'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

- 119 A dispute as to whether a new job classification is within the Bargaining Unit as described in Article II (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 University which Bargaining Unit they believe such new job classification is within. If the University 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 XV TEMPORARY EMPLOYEES

- 120 Temporary employees may be hired by the Employer for temporary work assignments, subject to the following stipulations:
- 121 1. The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision.
- 122 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.
- 123 3. Temporary employees who are employed in temporary jobs, 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.

ARTICLE XVI WORK BY NON-BARGAINING UNIT EMPLOYEES

- 124 It is recognized by the Union and the University 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 XVII RULES, POLICIES, PRACTICES, REGULATIONS AND REQUIREMENTS

- 125 The University 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 XVIII PERSONNEL FILES

A. MAINTENANCE

- 126 An official personnel file shall be maintained by the Employer on each employee in a centrally located office.

B. CONTENTS

- 127 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

- 128 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

- 129 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 XIX SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- 130 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.
- 131 B. If the University believes there is a conflict of interest or such outside employment to be inconsistent with this provision, it shall notify the employee to discontinue such employment or conflict. If the employee believes such employment or alleged conflict is not inconsistent with this section, he or she may file a grievance at Step III of the Grievance Procedure within five (5) working days of the receipt of such notice; in which event the employee shall not be required to cease such employment or alleged conflict until the Grievance Procedure is exhausted. The filing of a grievance shall not permit an employee to refuse to work any work scheduled in accordance with this Agreement.

ARTICLE XX HOURS OF WORK

A. WORKDAY

- 132 The regular workday shall consist of a minimum of eight (8) hours, exclusive of a lunch period without pay.
- 133 1. The time of the lunch period shall be determined by the Employer.
- 134 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

- 135 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.
- 136 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 twenty (20) cents per hour.
- 137 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 thirty (30) cents per hour.

C. SHIFT PREFERENCE

- 138 1. Shift assignments shall be determined by the Employer.
- 139 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:
- 140 a. the employee having already made one (1) such change of shift within the preceding six (6) month period,
- 141 b. the employee not being qualified and otherwise able in all respects to perform the duties and responsibilities of the vacant position,
- 142 c. the need to continue experienced seniority employees on specific shifts,
- 143 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.
- 144 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

- 145 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.
- 146 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.
- 147 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 if deemed necessary by the Employer.

E. OVERTIME

- 148 1. Overtime shall be assigned at the discretion of the Employer.
- 149 2. All overtime work must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time off shall not be awarded for overtime work not approved in advance by the supervisor, or for 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.

- 150 3. Where it is practical to do so, the University agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
- 151 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 1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.
- 152 5. Exempt employees required and scheduled to work over eight (8) hours in a regular workday or over 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.
- 153 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 University, 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.
- 154 7. The University agrees to consider the desires of the employee when scheduling compensatory time off.
- 155 8. Any employee who complains of personal discrimination resulting from the application of this provision shall have recourse to the Grievance Procedure.
- 156 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.

F. CALL-IN PAY

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

ARTICLE XXI UNSCHEDULED CLOSDOWNS

- 158 When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God, or other causes beyond its control, employees notified

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

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

160 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

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

CKLW
WJR
WAAM

ARTICLE XXII LEAVES OF ABSENCE

A. LEAVE OF ABSENCE FOR PERSONAL REASONS

161 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 University, 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 University but in no case shall the period of leave extend beyond the length of the employee's seniority at the initial commencement of such leave, or one (1) year, whichever is less. Seniority will accumulate during the period of the leave of absence. Leaves of absence as herein provided will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had he or she been working during the leave.

B. MEDICAL LEAVE OF ABSENCE

- 162 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; provided, appropriate medical information is supplied by the employee upon request of the University.
- 163 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.
- 164 A Medical Leave of Absence may be extended but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or two (2) years, whichever is less. Seniority shall accumulate during such a leave.
- 165 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.
- 166 The University 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

- 167 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 advance as possible but in no event later than thirty (30) days prior to the day such leave is to become effective.
- 168 An exception may be made when it is not possible for such advance notice to be given. Such leaves must be requested in writing by the Director of Region I-A, and shall be granted by the University 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

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

170 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

171 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.

172 For seniority accrual during a subsequent Child Care Leave, an employee must work one (1) year prior to the beginning of each subsequent leave.

173 Recognizing that child care is shared by both parents, it is explicitly noted that this section of the Agreement, as all others, applies to both women and men.

F. LEAVES OF ABSENCE FOR MILITARY SERVICE

174 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.

175 As used in the paragraph above, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

G. RESERVIST DUTY LEAVE

I. Annual Training Duty Leave

176 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

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

H. EDUCATION LEAVE

- 180 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

- 181 Regular employees will suffer no loss in compensation to perform Jury Duty. The University 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

- 182 1. An employee is allowed three (3) working days off, with pay, for a funeral for a member of his immediate family. Such three (3) working days shall be taken during the four (4) day work period commencing with the date of death. An employee who wishes to attend a funeral for anyone outside of his immediate family may take off one-half (1/2) day, with pay, with the permission of his work supervisor. In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave.
- 183 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, 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

- 184 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.

- 185 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.
- 186 3. In cases where a leave is not for a fixed period of time, the employee must notify the University 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.
- 187 4. Employees who request to return prior to the expiration of a fixed leave of absence must notify the University 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

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

ARTICLE XXIII COMPENSATION

A. WAGES

- 189 1. Salary Schedule
- a. The salary schedule set forth in Appendix A shall continue in full force and effect for the period extending through and including October 31, 1990, 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 December 2, 1987, 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 December 2, 1990.
- 190 b. All employees in the Bargaining Unit who were hired prior to March 31, 1975, shall continue to receive salary adjustments, if applicable, beyond the maximum levels set forth in Appendix A. The base salary paid all employees in the Bargaining Unit who were hired after March 31, 1975, shall not exceed the maximum salary of their classification and pay grade.

2. 1987-88 Wage Increase

- 191 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 who were on the University's active payroll as of July 1, 1987 shall receive a seven percent (7%) increase in their bi-weekly base salaries, retroactive to July 1, 1987.
- 192 b. All employees hired subsequent to July 1, 1987, 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 seven percent (7%) increase in their bi-weekly base salaries, effective December 2, 1987.

3. 1988-89 Wage Increase

- 193 All employees in the Bargaining Unit who are on the Employer's active payroll as of July 1, 1988, shall receive a five percent (5%) increase in their bi-weekly base salaries, effective July 1, 1988.

4. 1989-90 Wage Negotiation

- 194 The University and UAW local 1976 agree that no later than September 1, 1989, the parties shall commence negotiations to determine Bargaining Unit wages for 1989-90.

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

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

- 196 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.

- 197 b. Pay adjustments provided in this Section 7 shall not be added to an employee's base salary for the purpose of computing future adjustments in base salary. Example: An employee who on October 29, 1983, was being paid a bi-weekly salary of \$500.00 would receive, effective October 30, 1983, the bi-weekly increase and the supplemental increase, if any, provided in Sections 3 and 4 above, on the base of \$500.00. Whether such a supervisor is entitled to an adjustment as herein provided will then be determined on the basis of such revised bi-weekly base salary.

B. SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

- 198 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 five percent (5%) or increased to the minimum of the salary range set forth for his or her new classification and pay grade, whichever is greater.

- 199 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.
- 200 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.
- 201 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.
- 202 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:
- 203 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.
- 204 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.
- 205 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

- 206 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, as of their anniversary date, (1) who are in pay grades AP-1 through AP-5 or (2) who are currently not in pay grades AP-1 through AP-5, 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 AP-1 through AP-5, and meet all other conditions of this provision.

- 207 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.
- 208 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
- 209 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.
- 210 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.
- 211 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.
- 212 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.
- 213 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 years	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

- 214 1. The University shall provide and maintain Blue Cross-Blue Shield MVF-1 group medical benefits, with Master Medical Option IV and the D-45 NM, ML, PPNV-1 and COB riders, which includes comprehensive semi-private hospital care, plus medical and surgical coverage, lab fees and X-rays paid in full, immediate maternity benefits, pre- and post-natal care, extended hospital stay and treatment for nervous and mental disorders, and coordination of benefits, and \$2.00 co-pay prescription drug riders, or comparable medical insurance coverage, for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's first day of actual work.
- 215 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 University, for surgical procedures involving:
- | | |
|--------------------------------------|-----------------------------------|
| a. eyes (primarily cataract surgery) | f. hysterectomy |
| b. gall bladder | g. fallopian tubes and/or ovaries |
| c. hernia repair | h. nasal (primarily rhinoplasty) |
| d. heart bypass | i. tonsils and/or adenoids |
| e. heart valve | j. prostate |
- 216 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 fifty percent (50%).
- 217 In order to obtain the mandatory second opinion, the employee is required to contact the University's medical benefit administrator 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.
- 218 In addition, the University 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.
- 219 3. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the University 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.
- 220 4. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Staff Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.

- 221 5. Provided proper application and enrollment is made by an employee, the University 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 a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.
- 222 6. The University 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 G 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.
- 223 7. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
- 224 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;
- 225 b. to surviving spouses and dependents upon the death of an employee;
- 226 c. to spouses and dependent children in the event of a divorce;
- 227 d. to dependent children who exceed the plan's age limitations;
- 228 e. to the spouses and dependents of employees who become eligible for Medicare coverage.
- 229 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.
- 230 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 University'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 Staff 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.

- 231 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.
- 232 9. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:
- 233 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
- 234 b. Other eligible dependents related to the employee by blood or marriage, or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax return.
- 235 10. An employee's medical benefits plan shall terminate on the date that he or she terminates, is laid off, retires, 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.

E. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- 236 1. The University 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 University shall pay the cost for maintaining life insurance benefits in an amount equal to twice the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment insurance in an equal amount, up to a maximum coverage level of \$100,000. When an employee reaches age sixty-five (65) and continues working, his or her insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.
- 237 The following table illustrates examples of the insurance benefit levels described above:

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

Maximum Coverage level is \$100,000.

- 238 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 Staff 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.

- 239 3. Provided proper application and enrollment is made by an employee the University 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.
- 240 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, over-time, longevity pay and any other extra compensation.
- 241 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. However, when an employee terminates his or her employment with the University he or she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his or her group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if he or she had independently applied for an individual benefits plan at that time.
- 242 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

- 243 1. The University 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 an employee's first day of actual work. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

<i>Benefits</i>	<i>Dental Care Plan Pays</i>	<i>Employee Pays</i>
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	75%	25%
Restorative ¹	75%	25%

<i>Benefits</i>	<i>Dental Care Plan Pays</i>	<i>Employee Pays</i>
Periodontics ¹	75%	25%
Endodontics ¹	75%	25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

Maximum Contract Benefit

¹\$800.00 per person total per contract year.

²Lifetime maximum benefit of \$800.00 per person.

- 244 2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Staff 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 Staff Benefits Office.
- 245 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible dependent children under twenty-three (23) 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.
- 246 4. An employee's dental care benefits plan shall terminate on the date that the employee terminates, is laid off, retires, the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. Employees are eligible for continuation of dental care benefits after their initial coverage continuation, as provided in D.6. and 7. above.
- 247 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

- 248 1. The University 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 first (1st) day of the fourth (4th) month 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 XXIII.K.

- 249 2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Staff 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 Staff Benefits Office.
- 250 3. Provided proper application and enrollment is made by an employee, the University 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.
- 251 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.
- 252 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 SICKNESS AND ACCIDENT BENEFITS

- 253 1. The University agrees to provide and maintain short-term sickness and accident 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 K below.
- 254 2. To qualify for short-term sickness and accident benefits as above described, each employee must individually enroll and make proper application for such benefits at the University's Staff Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.

- 255 3. Provided proper enrollment and application is made by an employee, the University 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.
- 256 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.
- 257 5. An employee's short-term sickness and accident benefits plan shall terminate on the date that an employee terminates, is laid off, retires, the short-term sickness and accident benefits plan terminates, or the employee goes on an unpaid leave of absence.

I. HOLIDAYS

- 258 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.
- 259 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.
- 260 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.
- 261 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 1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked on such holiday. An exempt employee required to work on a holiday as provided herein will be eligible for compensatory time off as provided in Article XX, Section D.2.
- 262 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

Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

- 263 1. Employees in classification PT-1 through PT-5 shall accrue vacation as follows:
 - 264 a. 4.6154 hours every two (2) week period for the first twenty-four (24) months of continuous service (15 days per year).
 - 265 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).
- 266 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).
- 267 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.
- 268 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).
- 269 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.
- 270 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.
- 271 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.

- 272 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:
- 273 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.
- 274 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.
- 275 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.

K. SICK LEAVE

- 276 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.
- 277 2. Each seniority employee who has completed his or her probationary period shall be granted nine (9) Sick Leave days. Each July 1st, each seniority employee's Sick Leave balance shall be re-established at nine (9) days. Such days are not accumulative.
- 278 a. Six (6) of the nine (9) sick days may be used only for individual or family illness or injury as provided for in this provision.
- 279 b. With the advance approval of his or her supervisor, an employee shall be allowed to use three (3) of the nine (9) 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. An employee, who has not taken such personal sick days as of April 1st and who wishes to take such personal day(s) shall, no later than April 5th, in consultation with his or her supervisor, be scheduled to take such days off prior to June 30th, provided that in the event of an emergency situation, an employee may, with the approval of the supervisor, use a personal day other than as scheduled.
- 280 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 pro-

bationary 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.

- 281 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.
- 282 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.
- 283 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.
- 284 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.
- 285 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.
- 286 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:
- 287 a. Such use will be limited to sixteen (16) hours for any particular incident of illness or injury and to a maximum of forty-eight (48) hours in any fiscal year.

- 288 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.
- 289 c. Requests for the above shall be routed through normal administrative
channels and be decided by the Director of Personnel Services.
- 290 9. An employee may not use Sick Leave and concurrently receive benefits
from a University authorized disability insurance plan.

L. RETIREMENT AND DEATH BENEFITS

291 1. Retirement Benefits

292 a. Retirement Programs

(1) Each employee regularly assigned to work twenty (20) or more hours
per week is eligible to participate in one (1) of the following retire-
ment programs:

(a) Michigan Public School Employees Retirement System
(MPSERS), or Basic or Member Investment Plan (MIP). Basic
is the regular retirement plan while the Member Investment Plan
provides a 4% tax deferred contribution by the employee.

(b) Teachers Insurance and Annuities Association - College Retirement
Equities Fund (TIAA-CREF)

293 (2) Each employee must elect to participate in one (1) of these retire-
ment programs within thirty (30) calendar days of the commence-
ment of his or her regular employment with the University.
Employees who do not make such an election within the thirty (30)
calendar day time period, shall automatically be enrolled under the
terms and provisions of the Michigan Public School Employees
Retirement System (MPSERS). Once an employee has been so en-
rolled such enrollment shall be irrevocable.

c. University Contributions

294 (1) The University shall contribute the amount specified annually by
the State of Michigan for each employee participating in the Michigan
Public School Employees Retirement System.

295 (2) The University shall contribute ten percent (10%) of an employee's
gross earnings to the TIAA-CREF Retirement Plan for those
employees participating in said plan.

296 d. 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 K.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.

297 e. Life Insurance

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

2. Death Benefits

298 a. Payment of Unused Sick Leave Benefits

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.

299 b. Payment of Accrued Wages and Unused Vacation Benefits

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

M. UNIFORMS

300 1. The University agrees to reimburse each Maintenance Supervisor who is required by the University 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 University to be eligible for reimbursement. It is understood that the University, 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.

301 2. The University 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 University to wear such coats or smocks.

302 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 XXIV HEALTH AND SAFETY

- 303 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 University to any personal or contract damage liability.
- 304 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 University.
- 305 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 X.D.
- 306 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 XXV MISCELLANEOUS

A. UNION MEETINGS

- 307 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

- 308 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

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

D. PAY PERIODS

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

E. PARKING FACILITIES

- 311 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

- 312 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

- 313 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

- 314 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.

I. Tuition Waiver Program

- 315 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.
- 316 b. An employee shall be eligible for a tuition waiver if he or she satisfies the following terms and conditions:
- 317 (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.
- 318 (2) The employee must present evidence of admission to the University's Staff Benefits Office confirming that he or she has satisfied all admission requirements and is eligible to enroll for courses.
- 319 (3) The employee must submit a completed application for Tuition Waiver to the Staff Benefits Office not less than five (5) working days prior to the last day of registration. Upon verification of eligibility by the Staff Benefits Office, a Tuition Waiver form will be issued to the employee. The employee must allow twenty-four (24) hours for approval prior to picking up the tuition waiver.

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

- 320 (4) The employee must agree to reimburse the University for the cost
of all tuition waiver benefits forfeited under the terms and condi-
tions hereinafter provided. To assure prompt reimbursement of all
amounts paid by the University for tuition waiver benefits forfeited
by the employee, the employee shall authorize the University to col-
lect 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.
- 321 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 (1/2) the benefits
outlined above. Part-time employees on less than a fifty percent (50%)
appointment shall be ineligible for tuition waiver benefits.
- 322 d. The employee must take courses during non-working hours.
- 323 e. An employee shall forfeit tuition waiver benefits and must reimburse
the full cost of such benefits to the University if:
- 324 (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.
- 325 (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.
- 326 (3) A mark of "Incomplete" (I) is received and not converted to a pass-
ing grade within six (6) months following completion of the semester
in which the course was taken, or the date the employee's employ-
ment terminates, whichever is earlier.
- 327 (4) 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 Staff Benefits Associate upon a show-
ing of appropriate cause by the employee (e.g., prolonged in-
capacitating illness, unanticipated conflict between the employee's
work schedule and the course he or she is enrolled in, etc.).

2. Auditing of Classes

- 328 Regular employees are permitted to audit classes at the University without
credit, without tuition, and without following regular enrollment pro-
cedures, subject to the following conditions:
- 329 a. The employee must submit a completed application to the Staff 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.
- 330 b. All classes must be audited during non-working hours.
- 331 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 considera-
tion is to regular students.

- 332 3. Tuition Waiver Program for Employee Spouses and Dependent Children
- a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses 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.
- 333 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:
- 334 (1) The spouse/dependent child must present evidence of admission to EMU's Staff Benefits Office confirming that:
- 335 (a) He/She is the dependent child or spouse of a bargaining unit member.
- 336 (b) He/She has satisfied all admission requirements and is eligible to enroll for courses.
- 337 c. The spouse or dependent child must submit a completed Application for Tuition Waiver to the Staff Benefits Office not less than five (5) working days prior to registering. Upon approval, a Tuition Waiver form will be issued an employee's spouse or dependent child. Twenty-four (24) hours must be allowed for approval prior to picking up the Waiver form.
- NOTE: Failure to submit a completed application within the timelines herein provided forfeits eligibility for that term.
- 338 d. 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.
- 339 e. 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.

I. BOOK STORE DISCOUNTS

- 340 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

- 341 Travel and expenses will be paid by the University 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

342 Staff I.D.'s will be provided by the University.

L. HEALTH SERVICES

343 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 University.

M. WAGE OVERPAYMENTS

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 XXVI TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

345 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:

- 346 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.
- 347 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.
- 348 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.
- 349 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.
- 350 5. The Union shall be notified within thirty (30) days of the appointment of a bargaining unit member to an Administrative position, and within thirty (30) days of his/her return to the bargaining unit.

ARTICLE XXVII CONFORMITY TO LAW

351 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 XXVIII DURATION AND AMENDMENT


352 This Agreement shall become effective as of December 2, 1987, and shall continue in full force and effect to and including October 31, 1990. 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.

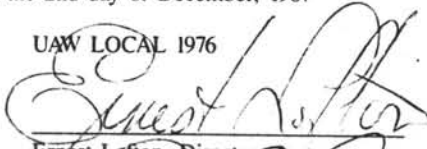
353 If, pursuant to such negotiations, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

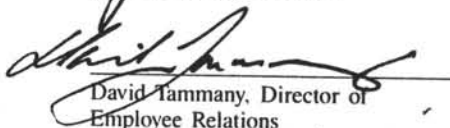
354 In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on the 2nd day of December, 1987

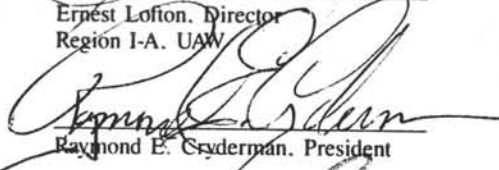
EASTERN MICHIGAN UNIVERSITY

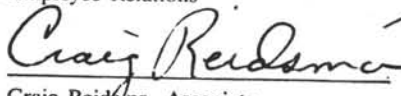
UAW LOCAL 1976

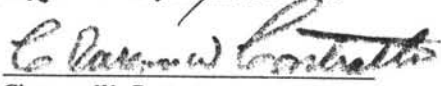

John W. Porter, President


Ernest Lofton, Director
Region I-A. UAW


David Tammany, Director of
Employee Relations

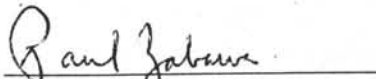

Raymond E. Cryderman, President


Craig Reidsma, Associate
Compensation Programs

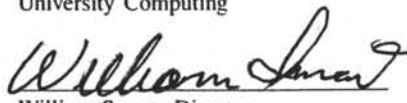
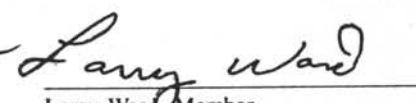

Clarence W. Contratto
International Representative,
Region I-A. UAW



Larry Ripley,
Associate Director
University Computing



Paul Zabawa, Chairperson
Bargaining Committee

William Smart, Director
Physical Plant

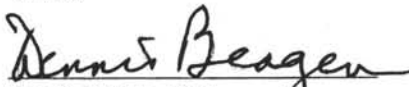
Larry Ward, Member
Bargaining Committee



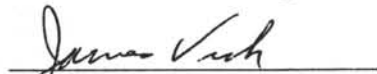
Arthur Timko, Director
WEMU



David Costanza, Member
Bargaining Committee



Dennis Beagen, Head
Communication & Theatre Arts



James Vick, Director
Career Services Center

APPENDIX A

PROFESSIONAL/TECHNICAL SALARY SCHEDULE

Effective December 2, 1987 through October 31, 1990

PAY GRADE	ANNUAL MINIMUM	BIWEEKLY MINIMUM	1st QUARTILE	MID POINT	3rd QUARTILE	ANNUAL MAXIMUM	BIWEEKLY MAXIMUM
03	12,553	481.15	13,684	14,816	15,947	17,079	654.63
04	13,937	534.22	15,220	16,503	17,786	19,069	730.94
05	15,749	603.68	17,330	18,912	20,493	22,075	846.13
06	17,755	680.56	19,740	21,726	23,712	25,698	985.01
07	20,419	782.67	22,807	25,195	27,583	29,972	1,148.84
08	23,278	892.25	26,365	29,453	32,540	35,627	1,365.59
09	26,734	1,024.72	30,616	34,498	38,380	42,262	1,619.92
10	30,209	1,157.92	34,594	38,979	43,363	47,748	1,830.20
11	33,939	1,300.89	39,271	44,604	49,936	55,269	2,118.48
12	38,539	1,477.21	44,619	50,700	56,780	62,860	2,409.44
13	44,320	1,698.80	51,312	58,305	65,297	72,289	2,770.86
14	50,969	1,953.66	59,011	67,053	75,094	83,135	3,186.59
15	58,615	2,246.73	67,862	77,110	86,356	95,603	3,664.49

Salary Calculations

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

or

$$\text{Hourly Rate} \times 80$$

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

or

$$\text{Hourly Rate} \times 2087.12$$

$$\text{Hourly Rate} = \text{Annual Rate} \div 2087.12$$

or

$$\text{Biweekly Rate} \div 80$$

APPENDIX B

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

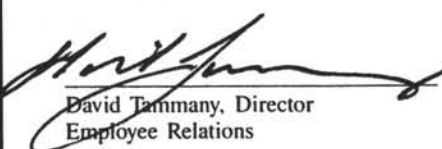
RE: Automatic Progression

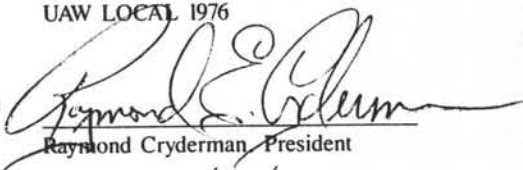
It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that any automatic progression provided in the classification specifications for University Computer Center employees shall not apply to an employee if there is no reasonable expectancy that he/she can perform the 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 may present a grievance in writing through the Chairperson of the Grievance Committee to the Director of Employee Relations, or his or her designee, at the Third Step of the grievance procedure.


EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976


David Tammany, Director
Employee Relations


Raymond Cryderman, President

Date: 12/2/87


Clarence W. Contratto
International Representative
Region I-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

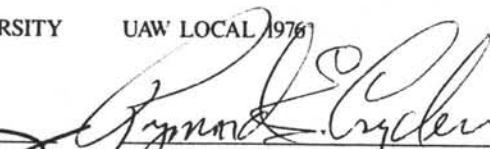
The University and the Union recognize and agree that salary increases provided pursuant to the terms of the parties' Collective Bargaining Agreement represent minimum increases to which employees may be individually or collectively entitled. It is further recognized that the University may, from time 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 University retains and reserves unto itself the sole and exclusive right to further increase the salary of any employee(s) within the Bargaining Unit, and that the exercise of that right and opportunity, or the failure to exercise same, and the use of judgment and discretion in connection therewith, shall not be subject 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 University 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 University shall notify the Union's President of increases it intends to award employees within the Bargaining Unit at least five (5) calendar days prior to such changes becoming effective.


EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976


David Tammany, Director
Employee Relations


Raymond Cryderman, President

Date: 12/2/87


Clarence W. Contratto
International Representative
Region I-A. UAW

APPENDIX D

CLASSIFICATIONS AND PAY GRADES

Academic Advisor	PT-07
Academic Advisor, Special Populations	PT-08
Accountant I	PT-06
Accountant II	PT-07
Administrative Assistant-College of Technology	PT-08
Administrative Assistant I	PT-06
Administrative Assistant for the Institute for the Study of Children and Families	PT-05
Administrative Assistant I, Corporate Education Center	PT-06
Administrative Assistant, Social Work	PT-06
Administrative Assistant, Technology Services Center	PT-07
Administrative Associate, CTC	PT-07
Administrative Associate I	PT-05
Administrative Associate II	PT-09
Administrative Coordinator, College of Education	PT-09
Admissions Officer	PT-07
Area Complex Director	PT-06
Assistant Athletic Trainer	PT-07
Assistant Coordinator, University Relations/Records/Research	PT-06
Assistant Director, Admissions — Internal Operations	PT-09
Assistant Director, Alumni Relations	PT-08
Assistant Director, Honors Program	PT-07
Assistant Director, Housing/Food Services Internal Operations	PT-09
Assistant Director, Operations	PT-09
Assistant Director, Scholarship	PT-09
Assistant Director, Special Programs	PT-07
Assistant Manager, Book Department	PT-08
Assistant Manager, Conference Sales	PT-06
Assistant Manager, Editorial Services	PT-07
Assistant Manager Operations	PT-07
Assistant Manager, Sports Information	PT-06
Assistant Plant Engineer	PT-07
Assistant Program Director — Institute for the Study of Children and Families	PT-08
Assistant Teacher, Child Care Center	PT-04
Associate Director, Bilingual Vocational Education	PT-10
Associate Director, Project Upward Bound	PT-07
Associate Program Director, Institute for the Study of Children and Families	PT-09
Budget Management Assistant	PT-07
Buyer	PT-07
Campus Life Officer	PT-07
Career Development Assistant	PT-07
Career Development Associate	PT-08

Catering Sales Representative	PT-05
Central Accounting and Information Systems Associate	PT-06
Central Administrator/Marketing Assistant	PT-05
Central Administrator/Marketing Associate	PT-06
Chemist Programmer	PT-06
Chemist/Programmer II	PT-07
Clinical Supervisor, Speech and Hearing	PT-08
Computer Operator	PT-05
Conference Reservations Director/Innkeeper	PT-06
Conference Sales Manager	PT-08
Coordinator, Annual Giving	PT-09
Coordinator, Athletic Programs	PT-08
Coordinator, Athletic Ticket Operations and Promotions	PT-07
Coordinator, Banquets and Catering	PT-06
Coordinator, Computer Literacy	PT-07
Coordinator, Endowed Scholarships	PT-09
Coordinator, Enrollment Conversion	PT-08
Coordinator, Institute Projects	PT-06
Coordinator, Instructional Support	PT-09
Coordinator, Planned Giving	PT-09
Coordinator, Printing Services	PT-07
Coordinator, Records/Teacher Certification	PT-08
Coordinator, Recreation/Intramural	PT-07
Coordinator, Registration	PT-08
Coordinator, Public Information and Promotions	PT-08
Custodial Foreperson	PT-05
Coordinator, University Apartments	PT-07
Coordinator, University Relations/Records/Research	PT-08
Coordinator, Utilities	PT-09
Dance Accompanist/Composer	PT-06
Database Administrator	PT-09
Employer Relations Associate	PT-08
Financial Aid Advisor	PT-07
Graphic Arts Specialist	PT-06
Grounds Foreperson	PT-08
Head Teacher, Child Care Center	PT-05
Information Systems Data Specialist	PT-06
Institute Project Coordinator	PT-06
Lead Programmer Analyst	PT-09
Manager, Chemistry Department Services	PT-09
Manager, Distribution Services	PT-07
Manager, Facilities	PT-07
Manager, General Services	PT-07
Manager of Music Programs — WEMU	PT-08
Manager, Operations/Special Projects	PT-09
Manager, Student Media	PT-07
Manager, Technical Operations — WEMU	PT-08
Manager, University Apartments	PT-05
Manager, University Stores and Surplus	PT-09

Media Technical Services Assistant	PT-05
Mental Health Counselor	PT-08
Nurse Practitioner/Health Education	PT-08
Office Automation Consultant	PT-07
Pharmacist, University Health Service	PT-08
Photography Specialist	PT-07
Phototypesetting/Finishing Operator	PT-04
Phototypesetting/Keyliner Operator	PT-04
Physician, Health Center	PT-13
Piano Technician	PT-07
Plant Engineer	PT-09
Press Operator	PT-04
Producer Special Events	PT-07
Production Control Supervisor	PT-07
Production Control/Tape Librarian	PT-06
Program Associate, Consumer Education	PT-09
Programmer Analyst I	PT-06
Programmer Analyst II	PT-07
Project Coordinator	PT-08
Radio Reporter/Producer	PT-05
Radio and Television Engineer	PT-08
Research Assistant	PT-05
Research Associate	PT-06
Research Office Associate	PT-09
Sales Representative, EMU Special Events	PT-06
SAMS Specialist/Advisor	PT-07
Scientific Instrument/Biology	PT-07
Scientific Instrument Technician I	PT-07
Scientific Instrument Technician II	PT-08
Senior Accountant	PT-08
Senior Computer Operator	PT-06
Senior Curator	PT-07
Senior Phototypesetter/Keyliner Operator	PT-05
Senior Programmer/Analyst/Coordinator	PT-08
Senior Systems Programmer	PT-09
Staff Announcer-WEMU	PT-07
Staff Nurse	PT-07
Staff Nurse II	PT-07
Staff Writer, Editorial Service	PT-06
Staff Writer, News Services	PT-06
Strength Coach/Trainer	PT-06
Supervising Medical Technologist	PT-08
Supervisor, Athletic Equipment	PT-06
Supervisor, Athletic Facilities	PT-07
Supervisor, Child Development Lab	PT-08
Supervisor, Food Service	PT-05
Supervisor, Graphic Services	PT-08
Supervisor, Instructional Support Center	PT-07
Supervisor, Laboratory Services	PT-07

Supervisor, Landscaping	PT-08
Supervisor, Materials Access	PT-07
Supervisor, Microcomputer Lab	PT-07
Supervisor, Parking Operations	PT-06
Supervisor, Printing Services	PT-08
Supervisor, Telephone	PT-05
Systems Programmer II	PT-07
Systems Programmer II	PT-08
Technical Supervisor, EMU Theatre	PT-08
Technical Writer	PT-07
Trades Foreperson	PT-09
Treasury Accountant	PT-08
Unit Coordinator, Child Care Center	PT-06
Unit Manager, Food Service	PT-07
User Consultant I	PT-06
User Consultant II	PT-07
User Consultant Senior	PT-08
X-Ray Technician	PT-06

APPENDIX E

NON-EXEMPT CLASSIFICATIONS

Accountant I	PT-06
Accountant II	PT-07
Administrative Assistant for the Institute for the Study of Children and Families	PT-05
Assistant Manager, Conference Sales	PT-06
Assistant Manager Operations	PT-07
Assistant Teacher, Child Care Center	PT-04
Budget Management Assistant	PT-07
Buyer	PT-07
Career Development Assistant	PT-07
Central Administrator/Marketing Assistant	PT-05
Chemist Programmer	PT-06
Chemist/Programmer II	PT-07
Computer Operator	PT-05
Coordinator, Institute Projects	PT-06
Coordinator, Printing Services	PT-07
Coordinator, Recreation/Intramurals	PT-07
Coordinator, Utilities	PT-09
Custodial Foreperson	PT-05
Employer Relations Associate	PT-08
Graphic Arts Specialist	PT-06
Grounds Foreperson	PT-08
Information Systems Data Specialist	PT-06
Media Technician Services Assistant	PT-05
News Reporter/Producer	PT-05
Photography Specialist	PT-07
Phototypesetting/Finishing Operator	PT-04
Phototypesetting/Keyliner Operator	PT-04
Piano Technician	PT-07
Press Operator	PT-04
Production Control/Tape Librarian	PT-06
Programmer Analyst I	PT-06
Programmer Analyst II	PT-07
Radio Reporter/Producer	PT-05
Research Assistant	PT-05
Sales Representative, EMU Special Events	PT-06
Scientific Instrument/Biology	PT-07
Scientific Instrument Technician I	PT-07
Scientific Instrument Technician II	PT-08
Senior Computer Operator	PT-06
Senior Phototypesetter/Keyliner Operator	PT-05
Senior Programmer/Analyst/Coordinator	PT-08
Supervisor, Athletic Equipment	PT-06
Supervisor, Athletic Facilities	PT-07

Supervisor, Food Service	PT-05
Supervisor, Laboratory Services	PT-07
Supervisor, Telephone	PT-05
Systems Programmer II	PT-07
Systems Programmer II	PT-08
Technical Supervisor, EMU Theatre	PT-08
Trades Foreperson	PT-09
Treasury Accountant	PT-08
Unit Manager, Huron Hideaway	PT-07
User Consultant I	PT-06
User Consultant II	PT-07
User Consultant Senior	PT-08
X-Ray Technician	PT-06

APPENDIX F

EXEMPT CLASSIFICATIONS

Academic Advisor	PT-07
Academic Advisor, Special Populations	PT-08
Administrative Assistant, College of Technology	PT-08
Administrative Assistant I	PT-06
Administrative Assistant I, Corporate Education Center	PT-06
Administrative Assistant, Social Work	PT-06
Administrative Assistant, Technology Services Center	PT-07
Administrative Associate, CTC	PT-07
Administrative Associate I	PT-05
Administrative Associate II	PT-09
Administrative Coordinator, College of Education	PT-09
Admissions Officer	PT-07
Area Complex Director	PT-06
Assistant Athletic Trainer	PT-07
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Assistant Director, Alumni Relations	PT-08
Assistant Director, Honors Program	PT-07
Assistant Director, Housing/Food Services Internal Operations	PT-09
Assistant Director, Operations	PT-09
Assistant Director, Scholarship	PT-09
Assistant Director, Special Programs	PT-07
Assistant Manager, Book Department	PT-08
Assistant Manager, Editorial Services	PT-07
Assistant Manager, Sports Information	PT-06
Assistant Plant Engineer	PT-07
Assistant Program Director — Institute for the Study of Children and Families	PT-08
Associate Director, Bilingual Vocational Education	PT-10
Associate Director, Project Upward Bound	PT-07
Associate Program Director — Institute for the Study of Children and Families	PT-09
Campus Life Officer	PT-07
Career Development Associate	PT-08
Catering Sales Representative	PT-05
Central Accounting and Information Systems Associate	PT-06
Central Administrator/Marketing Associate	PT-06
Clinical Supervisor, Speech and Hearing	PT-08
Conference Reservations Director/Innkeeper	PT-06
Conference Sales Manager	PT-08
Coordinator, Annual Giving	PT-09
Coordinator, Athletic Programs	PT-08
Coordinator, Athletic Ticket Operations and Promotions	PT-07
Coordinator, Banquets and Catering	PT-06

Coordinator, Computer Literacy	PT-07
Coordinator, Endowed Scholarships	PT-09
Coordinator, Enrollment Conversion	PT-08
Coordinator, Instructional Support	PT-09
Coordinator, Planned Giving	PT-09
Coordinator, Public Information and Promotions	PT-08
Coordinator, Records/Teacher Certification	PT-08
Coordinator, Registration	PT-08
Coordinator, University Apartments	PT-07
Coordinator, University Relations/Records/Research	PT-08
Dance Accompanist/Composer	PT-06
Database Administrator	PT-09
Financial Aid Advisor	PT-07
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Institute Project Coordinator	PT-06
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Manager, Chemistry Department Services	PT-09
Manager, Distribution Services	PT-07
Manager, Facilities	PT-07
Manager, General Services	PT-07
Manager of Music Programs — WEMU	PT-08
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Program Associate, Consumer Education	PT-09
Project Coordinator	PT-08
Radio and Television Engineer	PT-08
Research Associate	PT-06
Research Office Associate	PT-09
SAMS Specialist/Advisor	PT-07
Senior Accountant	PT-08
Senior Curator	PT-07
Senior Systems Programmer	PT-09
Staff Announcer, WEMU	PT-07
Staff Nurse	PT-07
Staff Nurse II	PT-07
Staff Writer, Editorial Services	PT-06
Staff Writer, News Services	PT-06
Supervising Medical Technologist	PT-08

Supervisor, Child Development Lab	PT-08
Supervisor, Graphic Services	PT-08
Supervisor, Instructional Support Center	PT-07
Supervisor, Landscaping	PT-08
Supervisor, Materials Access	PT-07
Supervisor, Microcomputer Lab	PT-07
Supervisor, Parking Operations	PT-06
Supervisor, Printing Services	PT-08
Technical Writer	PT-07
Unit Coordinator, Child Care Center	PT-06

APPENDIX G

LETTER OF AGREEMENT — MEDICAL LEAVE

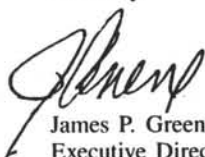
Mr. Clarence Contratto
International Representative
International Union, United Automobile, Aerospace,
and Agricultural Implement Workers of America
9650 South Telegraph Rd.
Taylor, MI 48187

Dear Mr. Contratto:

During the course of negotiations, the University advised the Union that it was its current policy, that "all absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his or her department absorbs the work or the institution provides a substitute. Absences chargeable to sick leave for any other reason will be considered on the basis of merit by the Director of Staff and Union Relations." The Union recognizes that the University may continue such policy in debiting such sick days provided in the Labor Agreement.

The Union further recognizes that as part of the University 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.

Sincerely,



James P. Greene
Executive Director
of Human Resources

Acceptance of the Union

APPENDIX H

REPRESENTATION DISTRICTS

Group I

Dean of Students
Campus Life
McKenny Operations
Bookstore
Health Service
Food Service and Housing
Alumni
University Printing

Group II

Admissions
Financial Aid
Graduate School
Placement
Records and Certification
Academic Services Center
Registration
Upward Bound

Group III

Physical Plant
Accounting
Purchasing
Central Stores and Surplus
Switchboard
Post Office

Group IV (Instructional Area)

Special Education
Communication and Theater Arts
Music
HPER&D
Library
Physics and Astronomy
Biology
Community Education
Continuing Education
SPARD
Intercollegiate Athletics
Humanities
Chemistry

Group V

Instructional Computer Services
Media Services
Information Services
Administrative Systems and Computer Center
WEMU
Institutional Research

The above districts are agreed to as of the effective date of this Agreement. Should the Union or the University determine it necessary to change any representation districts in the future, such changes may be made by the mutual agreement of the Union and the University.

APPENDIX I

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

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

UAW LOCAL 1976

EASTERN MICHIGAN UNIVERSITY



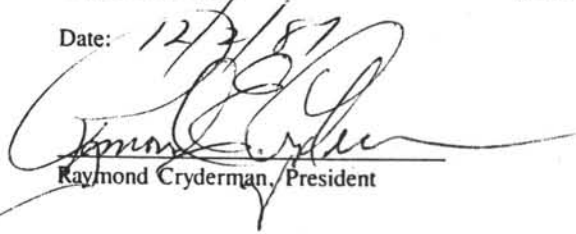
Clarence W. Contratto
International Representative
Region I-A, UAW



James P. Greene
Executive Director
of Human Resources

Date:

12/3/87



Raymond Cryderman, President

APPENDIX J

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

In recognition of the provisions of Article XIV, Job Classifications and Article XVI, 'Work By Non-Bargaining Unit Employees', the University 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.

UAW LOCAL 1976

EASTERN MICHIGAN UNIVERSITY



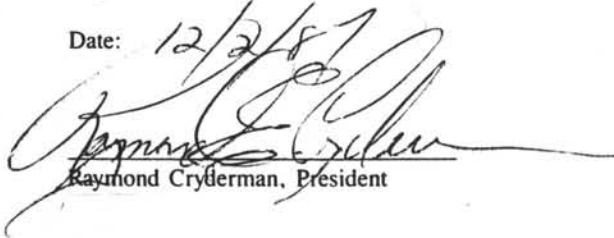
Clarence W. Contratto
International Representative
Region I-A, UAW



James P. Greene
Executive Director
of Human Resources

Date:

12/2/87



Raymond Cryderman, President

APPENDIX K

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

It is hereby mutually recognized and agreed that Article XIX, Supplemental Employment and Conflict of Interest, shall be interpreted to mean that supplemental employment on the part of a member of the University Staff may, but shall not automatically, be construed as:

1. impairing an employee's ability to perform his or her full duties; or
2. precluding an employee from working a work schedule in accordance with the Collective Bargaining Agreement; or
3. constituting a conflict of interest with or for Eastern Michigan University.

UAW LOCAL 1976

EASTERN MICHIGAN UNIVERSITY

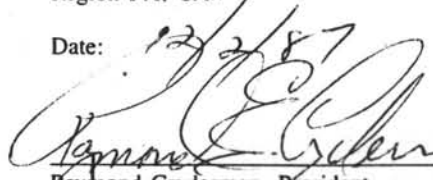


Clarence W. Contratto
International Representative
Region I-A, UAW



James P. Greene
Executive Director
of Human Resources

Date:

12/2/87


Raymond Cryderman, President

APPENDIX L

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


RE: Health Maintenance Organization (HMO) Option


It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that the University may, at its discretion, implement a Michigan Health Maintenance Organization (HMO) option for Bargaining Unit members, who may, at their option, select an HMO as an alternative to the current Blue Cross/Blue Shield medical benefits program, subject to the limitation that once an HMO is elected the Bargaining Unit member must remain in the selected HMO program for one (1) year. It is understood and agreed that of these HMOs offered by the Employer (McAuley Health Plan, M-Care and Michigan HMO), the Michigan HMO is the only program that UAW Local 1976 will approve for its members and shall be the only HMO offered UAW Local 1976 Bargaining Unit employees by the University.

It is further understood and agreed that during future regularly scheduled annual enrollment periods for the HMO, employees may elect to be returned to the Employer's regular medical benefits program or they may elect to continue the HMO program.

EASTERN MICHIGAN UNIVERSITY

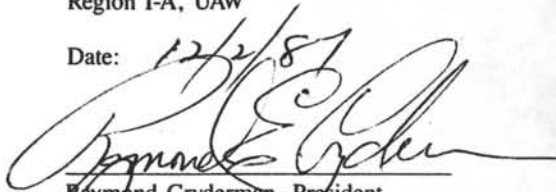
UAW LOCAL 1976


David Tammany, Director
Employee Relations


Clarence W. Contratto
International Representative
Region I-A, UAW

Date:

12/2/87


Raymond Cryderman, President
UAW Local 1976

APPENDIX M

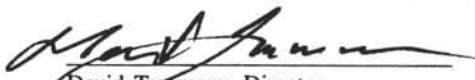
MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, and its
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that if an employee is scheduled to work less than twelve (12) months a year (i.e. a seasonally employed Bargaining Unit member) and he/she is unable to take a vacation during his/her employment period because the Employer's work needs prevent it, at the time of the employee's seasonal release he/she shall be paid his/her accrued vacation pay in lieu of taking time off for vacation.

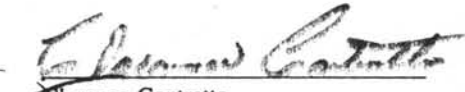
It is further understood and agreed between the parties that such payment shall only be made for vacation time accrued and not taken, and that such payment shall be made to seasonally employed Bargaining Unit members irrespective of their seniority date, provided they complete the full term of their 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 the appointment (e.g., September 1 to April 30) shall receive such payment.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976

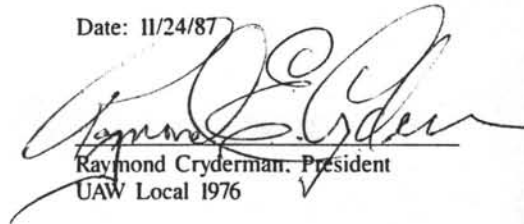


David Tammany, Director
Employee Relations



Clarence Contratto
International Representative
Region I-A. UAW

Date: 11/24/87



Raymond Cryderman, President
UAW Local 1976

APPENDIX N

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 Eastern Michigan University and UAW Local 1976 that in order to accommodate flexible scheduling in University Computing, notwithstanding any provision of the parties' master Agreement, the following shall apply:

Four (4) Consecutive Ten (10) Hour Work Schedules

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 1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one half (1 1/2) hours for each hour worked in excess of ten (10) hours per day or forty (40) hours per week.

Three (3) Consecutive Twelve (12) Hour Work Schedules

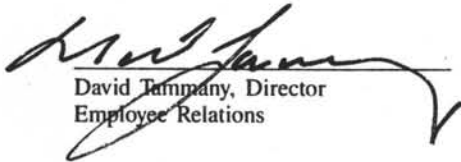
Employees may be scheduled to work three (3) consecutive twelve (12) hour days for a total of thirty-six (36) hours in their regular work week. Employees so scheduled shall receive payment for forty (40) hours of work.


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

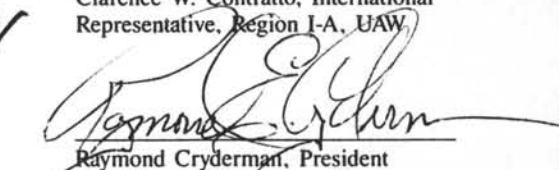
It is further understood and agreed that the flexible scheduling provided herein shall be offered employees on a voluntary basis and that seniority employees may exercise their shift preference for offered schedules in accordance with Article XX Hours of Work of the parties' master Agreement.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976


David Tammany, Director
Employee Relations


Clarence W. Contratto, International
Representative, Region I-A, UAW


Raymond Cryderman, President
UAW Local 1976
12/2/87

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