

Collective Bargaining Agreement  
BY AND BETWEEN

EASTERN MICHIGAN  
U N I V E R S I T Y™



AND  
UAW/TOP  
LOCAL 1976

NOVEMBER 19, 2002





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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        PURPOSE AND INTENT**

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

## **ARTICLE III        RECOGNITION**

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

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

- 6        A.        The Employer and the Union recognize their respective responsibilities under Federal, State and local laws relating to fair employment practices.
- 7        B.        It shall be the policy of the University in recognition of the rights of all employees and applicants as individuals, to recruit and hire in all

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

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

## **ARTICLE V           RIGHTS OF THE EMPLOYER**

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

## ARTICLE VI      UNION SECURITY

### A.                UNION MEMBERSHIP

- 14                As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later, and shall continue such membership, or pay such service fees, as a condition of continued employment. Within thirty (30) days after the hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the University's Personnel Office and the employee. At this meeting such employee shall be apprised of this Article's provisions.

### B.                CHECK-OFF

- 15                1.    During the life of this Agreement, and in accordance with the terms of the Authorization Form and to the extent 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.
- 16                2.    Employees may have monthly membership dues, or service fees, deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union.
- 17                3.    A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Union's Finance Officer by the Employer.

- 18                     4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 19                     5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the employees will be made by the Union.
- 20                     6. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employee who has terminated his or her Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
- 21                     7. The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

C.                   FAILURE TO COMPLY

- 22                     1. An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union shall be terminated by the Employer, provided the following stipulations are adhered to:
- 23                     a. The Union shall notify the employee by certified or registered mail explaining that he or she is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
- 24                     b. The Union shall give a copy of the letter sent to the employ-



ee and the following written notice to the Director of Employee Relations, or his/her designee at the end of the thirty (30) day period set forth in Section a. above:

25                   The Union certifies that (Name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. The Union shall at the same time, give a copy of such notice to the employee.

26                   2. Upon receipt of such notice the Director of Employee Relations, or his or her designee, shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he or she shall be terminated.

D.               SAVE HARMLESS

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

E.               DISPUTES

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

**ARTICLE VII       STRIKES AND LOCKOUTS**

29           A.       It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slowdown, and on the part of the Employer no lockout.

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

31           1.       The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.

- 32                     2. Upon receipt of such notice, the responsible Union representa-  
33                     tive shall talk with those employees responsible for or participat-  
                          ing in such violation, stating to them that:
- 34                     a. The Union has not authorized the strike, slowdown or sus-  
                          pension 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.
- 35             C. In the event individual employees or groups of employees engage in  
any of the prohibited activities set forth in Paragraph A above, the  
Employer shall have the right to, at its discretion, discipline or dis-  
charge such employee or groups of employees. However, it is under-  
stood 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 employ-  
ee or employees involved, may process a grievance challenging that  
issue or whether or not the amount of discipline was proper, starting  
at the Third (3rd) Step of the Grievance Procedure, provided such  
grievance is presented, in writing, to the Office of Employee Relations  
within three (3) working days after the date upon which the employee  
was disciplined or discharged.

## **ARTICLE VIII    COMMUNICATIONS**

- 36             A. The Union shall provide the Employer with a list of Local Union offi-  
ciers, Bargaining Committee members, and stewards and their juris-  
dictional districts every six (6) months (January 1 and July 1). The  
Employer shall be notified of any changes to such listing at the time  
they occur.
- 37             B. The Employer will, through its Personnel Office, provide the Union a  
list of its representatives every six (6) months (February 1 and August  
1) with changes thereto as they occur.
- 38             C. Employees shall be responsible for providing the Employer and the  
Union with changes in their addresses or telephone numbers within  
five (5) working days of such changes.
- 39             D. The Employer shall supply each employee of the Bargaining Unit with  
a copy of this Agreement in booklet form. The Employer will provide  
such copies of the Agreement within sixty (60) calendar days, or

sooner, of the date on which the galley proofs of the fully ratified Agreement have been initialed by the parties. Each new hire, rehire, reinstated or transferred employee who does not have a copy of this Agreement shall be supplied a copy by the Employer. The Employment Rules and Regulations booklet will be distributed with each contract at the University's expense.

- 40        E.        The Union shall be furnished information concerning the date of employment, rate of pay and classification of new employees, effective dates of transfer and terminations, and beginning and ending dates of leaves of absence within ten (10) calendar days following the end of each pay period. The Union shall be given notice of the names and departments of new employees during the week of their orientation.
- 41        F.        The Employer shall also furnish the Union with a list of Bargaining Unit employees showing the seniority date, classification, salary grade and salary rate. Revised lists shall be furnished the Union every sixty (60) days.
- 42        G.        The Union Grievance Chairperson and Local President, or their designees, and a representative or designee of the Employer's Office of Employee Relations, will meet not later than the 10th day of each month. The Employer's representative will present and review at this meeting the previous month's status changes within the Bargaining Unit. The Grievance Chairperson and Local President, or their designees shall be released with pay for the purpose of attending these meetings. It is understood that any matters discussed, or any action taken pursuant to such meetings, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Union under the terms of this Agreement.
- 42.1     H.        The Union Grievance Chairperson will be included as an information addressee on distributions of the Annual General Fund Budget Report; the Annual Budget Management Report (General Fund); the Annual Consolidated Financial Audit Report; and the Auxiliary Fund Annual Budget Report.

## **ARTICLE IX        SPECIAL CONFERENCES**

- 43        At the request of either the Union or the Employer, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure; provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his or her designated representative, and a designated representative of the Employer's Office of Employee

Relations. Representatives of the Union, not to exceed five (5), shall be released with pay for the purpose of attending a conference. Representatives of the Employer shall likewise not exceed five (5). However, the parties may mutually agree to include additional persons, if circumstances warrant. Conferences may be attended by representatives of the International Union. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Union under the terms of this Agreement. However, this understanding does not preclude the parties from entering into a written mutual agreement.

## **ARTICLE X      REPRESENTATION AND RELEASE TIME**

- 44      A.      The Employer shall recognize three (3) seniority employees of the Bargaining Unit and the Local President as the Bargaining Committee.
- 45      B.      The Employer shall recognize a Steward and an Alternate Steward in each representation district as agreed upon by the parties in Appendix G. The Alternate Steward shall be recognized only in the absence of the regular Steward.
- 46      C.      Upon request of an employee, the Steward, or if unavailable the Alternate Steward, during working hours and without time or loss of pay, shall be granted release time for investigating and/or adjusting grievances, in his or her own district, in accordance with the terms of the Grievance Procedure.
- 47      D.      Members of the Bargaining Committee shall be granted release time, without loss of pay, to present and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedure. Further, not more than one (1) member of the Bargaining Committee shall be granted release time, without loss of time or pay, not to exceed fifty (50) hours per quarter (July-September, October-December, January-March, April-June), for the purpose of investigating grievances which have been appealed to Step III of the Grievance Procedure. Such release time shall not be cumulative from quarter to quarter.
- 48      E.      The Supervisor shall grant permission and provide sufficient time to Union representatives to leave their work for the above purposes, subject to necessary emergency exceptions. The privilege of Union representatives leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the presentation and/or investigation of grievances and will not be abused and the Union representatives will perform their regularly assigned work at all times; except when necessary to leave their work

for the presentation and/or investigation of grievances as provided herein. The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision and for Supervisors to arrange for such release time when requested by Union representatives, with the understanding that such release time must be provided within a reasonable period of time.

- 49        F.        Officers of the Union may request release time without pay for the purpose of conducting official business of the International Union for up to thirty (30) calendar days provided the employee makes a prior written request to the Director of Employee Relations, or his or her designee, who shall approve such a request, subject to necessary emergency exceptions. Leaves in excess of thirty (30) calendar days shall be requested in accordance with the Union Leave provision.
- 50        G.        Members of the Bargaining Unit shall be allowed time off, without loss of pay, to attend to official Union business. Time off provided pursuant to this provision shall not exceed a maximum total aggregate of twenty-four (24) days per contract year for the Bargaining Unit. This privilege is subject to the understanding that the released employee will perform his or her regularly assigned work at all times, except when necessary to leave his or her work as herein provided.
- 51        H.        The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision. Requests for release time must include the endorsement of the Union President and shall be submitted, in writing, to the Director of Employee Relations, or his or her designee. Unless conditions render it impossible to do so, such request shall be received by the Director of Employee Relations, or his or her designee, not less than forty-eight (48) hours prior to the desired commencement of the period of absence. Such request shall be granted by the Director of Employee Relations, or his or her designee, subject to necessary emergency exceptions and the written concurrence of the Union President.

## **ARTICLE XI        GRIEVANCE PROCEDURE**

### **A.        GENERAL PROVISIONS**

- 52        1.        A grievance shall mean a complaint by an employee in the Bargaining Unit or by a group of employees concerning any alleged violation of this Agreement. All grievances shall be settled in conformity with the following grievance procedures. No matter shall be subject to the Grievance Procedure unless it is presented, in writing, by the Steward at Step II of the Grievance Procedure within fifteen (15) 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.

- 53                    2. If a grievance involves more than one employee reporting to different supervisors, or the Union or Employer believes the processing of a grievance through Steps I and II of the Grievance Procedure to be clearly inappropriate, either party may submit a request to the other party to process the grievance beginning at Step III of the Grievance Procedure and, by mutual agreement, the grievance may be so processed.
- 54                    3. An employee who believes that he/she is being treated unfairly by his/her supervisor may, in lieu of filing a grievance, schedule a meeting with the Director of Employee Relations (or his/her designee) to discuss the perceived unfair treatment. A Union representative may accompany the employee to this meeting.

B.                    STEP I

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

C.                    STEP II

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

D. STEP III

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

E. STEP IV

- 63 1. If the grievance remains unresolved after Step III, the Union may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than fifteen (15) working days after receipt of the Step III answer, with concurrent notification to be provided to the Director of Employee Relations, or his or her designee. Notification to the Director of Employee Relations, or his or her designee, shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration, identification of the grievance, issue(s) and provisions of the Agreement involved. If the grievance is not submitted to Arbitration in

accordance with the procedure and time limitations as herein prescribed, the Step III disposition of the grievance shall be considered final. Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

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

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

G.                    GRIEVANCE RESOLUTIONS

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

**ARTICLE XII      DISCIPLINE, SUSPENSION OR DISCHARGE**

**A.            GENERAL PROVISIONS**

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

**B.            APPEAL OF A DISCHARGE OR SUSPENSION**

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

**C.            APPEAL OF A WRITTEN REPRIMAND**

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

**D.            USE OF PAST RECORD**

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

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

### **ARTICLE XIII PROBATIONARY EMPLOYEES**

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

### **ARTICLE XIV SENIORITY**

#### **A. GENERAL PROVISIONS**

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



Bargaining Unit, at his or her own request or at the request of the Employer, shall lose all seniority in the Union after ninety (90) calendar days.

- 80                    5. An employee who transfers or is transferred to a position excluded from the Bargaining Unit and desires to return to the PT unit shall be treated as an external applicant/candidate for a PT posting.
- 81                    6. 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.
- 82                    7. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.
8. Loss of Seniority
- 83                    An employee shall lose his or her seniority and shall be terminated for the following reasons:
- 84                    a. He or she voluntarily terminates his or her employment.
- 85                    b. He or she is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
- 86                    c. He or she retires or receives a pension under the Pension Plan of this Agreement.
- 87                    d. He or she is absent from his or her job for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his or her last known address that he or she has lost his or her seniority, and his or her employment has been terminated.
- 88                    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.
- 89                    f. Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
- 90                    g. If laid off for a period equal to his or her seniority or three (3) years, whichever is less.

- 91                     9. The seniority list published in accordance with the provisions of Article XIII.A.8, marginal paragraph (83) of the parties Agreement dated September 1977, shall, except for seniority dates changed as a result of a grievance filed in accordance with the provisions therein, be binding on all employees in the Bargaining Unit.

B. SENIORITY OF STEWARDS AND UNION OFFICIALS

- 92                     1. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, and Recording Secretary (if they are employees of the University), Bargaining Committee members, Stewards, and alternate Stewards shall, in the event of a layoff, be continued at work as long as there is a job in their district and provided they meet the minimum qualifications for the position and are currently able to perform all essential duties with orientation and normal supervision. Such Union officials who are full-time employees will be placed in a full-time position, according to the list below. Such a Union representative displaced by a reduction in force shall exercise his or her rights under this provision in the following order.
- 93                     a. Be assigned to replace the least senior employee within his or her classification and district, if any, providing he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.
- 94                     b. Be assigned to replace the least senior employee within his or her district in a classification he or she previously held within the Bargaining Unit, if any, provided he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision.
- 95                     c. Be assigned by the Employer to a classification in his or her district, provided that he or she meets the minimum qualifications for the position and is currently able to perform all essential duties with orientation and normal supervision, and replace the least senior employee in such classification in the district.
- 96                     d. Be laid off.
- 97                     2. The Right of the Employer to transfer or reassign an employee within the provisions of this Agreement will not be affected by the fact that the employee is a Steward, except that the Employer shall not arbitrarily transfer or reassign such an employee

because of his or her Union activities.

- 98                    3. Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration Provision of this Agreement.

99                    For the purpose of this Provision, the Local President shall be given preference over Bargaining Committee members, all other Officers, Stewards and Alternate Stewards; Bargaining Committee members over all Union Officers (with the exception of the Local President), Stewards and Alternate Stewards; Vice President over Financial Secretary, Recording Secretary, Stewards and Alternate Stewards; Financial Secretary over Recording Secretary, Stewards and Alternate Stewards; Recording Secretary over Stewards and Alternate Stewards; and Stewards over Alternate Stewards. This Provision shall not apply to any other Bargaining Unit employees.

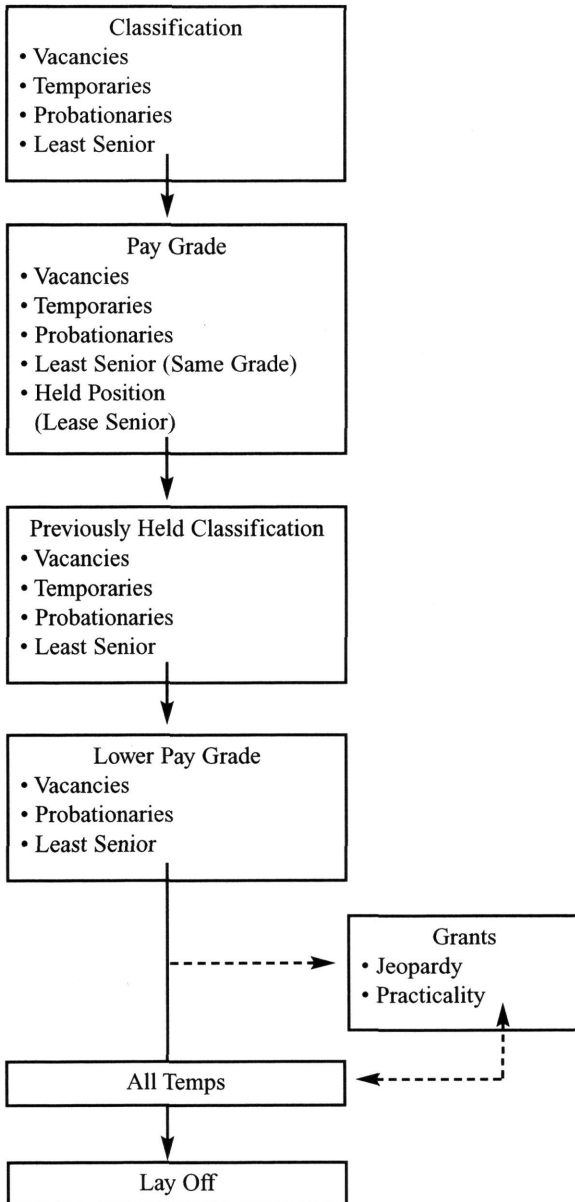
C.                    REDUCTION OF WORK FORCE

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

- 101                  2. In effecting such reductions, employees with the least total seniority in classification shall be the first to be subject to layoff. A laid off employee shall be transferred to another position, if possible, using the following order of priority (see "Flow Chart"), conditioned on the employee meeting the minimum qualifications for the position and being currently able to perform all essential duties with orientation and normal supervision:

- 102                    a. Within the same classification as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a temporary employee; next, a position held by a probationary employee; last, the position held by the least senior employee.

- 103                    b. Within the same pay grade as that in which the laid off employee is currently assigned, the employee shall first fill a vacant position; next, a position held by a temporary employee; next, a position held by a probationary employee; next, the position held by the least senior employee; last, a previously held position now held by an employee of lesser seniority.



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



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

- 112                   6. Grant funded or externally funded position employees may not be bumped by general fund position employees.

D. RECALL

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

- 117           1. Regular job vacancies shall be published in the University Publication (Focus EMU), and during periods when the Focus EMU is not published, by special memorandum by the Personnel Office. Such notice shall include the date of posting, classification, pay grade, department and final date of acceptance of application, which shall be no less than the sixth (6th) working day following the posting. The Employer may temporarily fill such a vacancy during the posting and 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 nine (9) consecutive months or which had been submitted after the final date of acceptance.
- 118           2. In those instances when a Bargaining Unit job is only posted internally, a job offer shall be made within forty-five (45) working days following the date of the posting. In those instances when a decision is made to advertise Bargaining Unit jobs externally, a job offer shall be made within ninety (90) working days from the date that the job is advertised externally. The time limits set forth herein shall not apply to posted positions that are withdrawn by the Employer, which postings shall not be withdrawn arbitrarily to avoid the time lines provided herein.
- 119           The parties recognize that there are occasions when it may not be possible to make job offers for professional-technical jobs within the time limits set forth hereinabove. In those instances when a job offer is not made within the time limits provided herein, the Union President may request a Special Conference to discuss the matter. When extenuating circumstances preclude making a job offer within the time limits provided, the time limits may be extended, subject to Union approval, which approval shall not be unreasonably denied.
- 120           3. Where bargaining unit members have made an appropriate application for a Bargaining Unit position, the Employer shall grant job interviews to the four most senior bargaining unit applicants possessing the minimum qualifications for the position. At the sole discretion of the Employer, interviews may be granted to other qualified bargaining unit and non-bargaining unit applicants. Bargaining unit members who are interviewed but not selected for a vacant Bargaining Unit position may request a meeting with an employment representative of the Employer to discuss their job application.
- 121           4. Job awards shall be made to the best-qualified applicant. An applicant may be disqualified from consideration if:

- 122 a. she or he does not have the requisite skills for such vacancy; or if the only evidence of requisite skills comes from temporarily filling the Bargaining Unit vacancy; or
- 123 b. if such applicant's application indicates that there is not reasonable expectancy that she or he would be qualified to perform the job.
- 124 5. Each individual applicant is responsible for ensuring, at the time of application, that his or her employment application accurately reflects those job skills, experience, training, or other qualifications she or he desires that the Employer consider in evaluating his or her application. A copy of the employee's application will be forwarded to the Union.
- 125 6. a. In the selection of the best-qualified applicant, such best-qualified applicant must clearly have better requisite skills. As used in this provision, requisite skills shall be defined as both the characteristic duties and responsibilities and those skills stated as the required and desired qualifications in the classification specification as well as any reasonable specific qualifications and skills necessary or reasonably desired for the particular job vacancy, which shall be determined by the Employer at the time of the job posting, and shall require the advance approval of the Employment/Affirmative Action Office.
- 126 b. No requirement shall be posted as "necessary" unless it can be clearly demonstrated that the requirement is needed to fulfill the responsibilities of a posted position. Qualifications beyond those required in the classification and those necessary to fulfill the responsibilities of the position shall be posted as "desired."
- 127 c. A seniority job applicant who desires to withdraw her/his application for any Bargaining Unit vacancy shall be required to provide written notice of withdrawal to the Employment Office.
- 128 7. When an applicant in the Bargaining Unit and a non-bargaining unit applicant are equally qualified, the bargaining unit applicant shall be given preference. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern. Attendance, discipline record, education, work experience in a department where a vacancy is posted, and other related work experience shall be considered as factors in determining the qualifications of an applicant.

- 129
8. Job applicants who are disqualified and removed from a job pool because of their employment history, experience, education or other factors related to their candidacy for a posted position shall be notified within five (5) working days from the date that a disqualification decision is made by the Employer. When an advertised position is filled, the Employer shall notify, in writing, all remaining Bargaining Unit applicants of the disposition of their applications and place a copy of same in their official personnel file. For grievance purposes, notification to candidates in the final job pool not being offered the position shall include the name and seniority date of the employee awarded the position.
- 130
- An employee who refuses an offered Bargaining Unit position for which he/she has applied shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
- 131
9. At any time within the ninety (90) calendar day qualifying period following any employee's promotion, the employee shall be returned to his or her former job and former rate of pay if he or she fails to perform satisfactorily. Further, within the aforementioned ninety (90) calendar day period a promoted employee may request to be returned to his or her former job and former rate of pay.
- 132
- An employee returned to his or her former position pursuant to the Agreement shall forfeit his or her right to bid on another Bargaining Unit position for a period of one (1) year.
- 133
10. Any dispute concerning the application of this section shall be subject to the Grievance and Arbitration provision of this Agreement.
- 134
11. Job vacancies under this section shall not mean temporary openings caused by sickness, accident, disciplinary layoff, vacations or leaves of absence. If the employer elects to fill such temporary job vacancies, such vacancies shall first be offered to employee(s) laid off from such classification where the temporary vacancy occurs, in order of their seniority, if available and if fully qualified to perform all aspects of the work without training. Should no Bargaining Unit employee(s) as above provided be available; said temporary job vacancies shall then be offered to any Bargaining Unit employee who is laid off or is subject to layoff and who meets the minimum requirements for said position and is fully qualified to perform all aspects of the work without training, prior to employing a temporary employee in such a temporary vacancy. Laid off employees recalled for such temporary work shall:

- 135                     a. Not be subject to the Reduction of Workforce and Recall Provision of this Agreement. Therefore, laid off employees who are hired in temporary positions, shall maintain their normal recall rights. At the conclusion of a temporary position, an employee will again revert to layoff status, subject to recall as provided in Section D, above.
- 136                     b. Not be eligible for fringe benefits for any calendar month of such temporary work or subsequent calendar months, unless they work one half (?) or more of the calendar month.

## **ARTICLE XV     JOB CLASSIFICATIONS**

### **A.             GENERAL PROVISIONS**

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

### **B.             REVISED JOBS AND NEW JOBS**

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

### **C.             DISPUTES**

139             A dispute as to whether a new job classification is within the Bargaining Unit as described in Article III (Recognition) may be filed commencing with Step III of the Grievance Procedure, provided that

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

## **ARTICLE XVI    TEMPORARY EMPLOYEES**

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

141        1.        The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision. The Employer shall notify the Union of the hiring of temporary employees.

142        2.        The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration and is established for a) a specific project; b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or c) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased work loads or other conditions that may create short term staffing requirements.

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

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

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

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

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

**ARTICLE XIX PERSONNEL FILES**

A.       MAINTENANCE

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

B.       CONTENTS

147       Each employee shall have the right, upon request, to examine the contents of his or her own personnel file, the only exclusion being confidential pre-employment credentials and recommendations. The employee shall make an appointment with the Personnel Office services to examine his or her personnel file. The Director of Personnel, or his or her designee, shall be present when the employee examines his or her file. The employee may be accompanied by a representative of the Union if the employee so desires. In accordance with the provisions as herein provided, an employee may authorize, in writing, a representative of the Union to examine his or her personnel file pursuant to the investigation of a grievance which has been presented in accordance with the Grievance Procedure.

C.       ADDITIONS

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

D.       REPRODUCTIONS

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

## **ARTICLE XX**

### **SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST**

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

## **ARTICLE XXI      HOURS OF WORK**

### **A.      WORKDAY**

- 152      The regular workday shall consist of a minimum of eight (8) hours, exclusive of a lunch period without pay.
- 153      1.      The time of the lunch period shall be determined by the Employer.
- 154      2.      Each full-time employee shall be entitled to a duty free, paid, fifteen (15) minute rest period during the first half of the working day, and a duty free, paid, fifteen (15) minute rest period during the second half of the working day, which shall be scheduled by the Employer, and shall also be subject to change at the employee's request upon mutual agreement of the Employer and the employee.

### **B.      WORK SHIFT AND SHIFT PREMIUMS**

- 155      1.      The normal day shift shall be any full-time shift starting between the hours of 5:00 a.m. and 12:59 p.m.
- 156      2.      The normal afternoon shift shall be any full-time shift starting between the hours of 1:00 p.m. and 8:59 p.m. A full-time



employee working on the afternoon shift shall receive a premium of thirty (30) cents per hour.

- 157                    3.    The normal evening shift shall be any full-time shift starting between the hours of 9:00 p.m. and 4:59 a.m. A full-time employee working on the evening shift shall receive a premium of forty (40) cents per hour.

C.                    SHIFT PREFERENCE

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

D.                    WORKWEEK

- 165                    1.    Except for part-time employees and employees engaged in six (6) or seven (7) day operations, the regular workweek shall consist of four (4) or five (5) consecutive workdays, Monday through Friday, for a minimum of forty (40) work hours in any one (1) week.

- 166 2. For employees engaged in six (6) or seven (7) day operations, the  
regular workweek shall consist of four (4) or five (5) consecutive  
workdays, for a minimum of forty (40) work hours in any one (1)  
week. Such five (5) consecutive days shall not include both  
Saturday and Sunday in any employee's workweek.
- 167 3. This provision shall in no way be construed as a guarantee of  
work or pay. Employees may also be required to work additional  
days if deemed necessary by the Employer.
- 168 4. To accommodate flexible scheduling, the following shall apply:
- 168.1 a. Four (4) Consecutive Ten (10) Hour Work Schedules.
- 169 Employees considered non-exempt employees (as specified  
in Appendix D) required and scheduled to work more than  
ten (10) hours per day, or forty (40) hours per week shall, at  
the discretion of the Employer, be paid at a rate equal to one  
and one-half (1-1/2) times their regular hourly rate or  
receive compensatory time off at the rate of one and one  
half (1-1/2) hours for each hour worked in excess of ten (10)  
hours per day or forty (40) hours per week.
- 170 b. Three (3) Consecutive Twelve (12) Hour Work Schedules.
- 171 Employees may be scheduled to work three (3) consecutive  
twelve (12) hour days for a total of thirty-six (36) hours in  
their regular workweek. Employees so scheduled shall  
receive payment for forty (40) hours of work.
- 172 Employees considered non-exempt (as specified in  
Appendix D) required and scheduled to work more than  
twelve (12) hours per day, or thirty-six (36) hours per week  
shall, at the discretion of the Employer, be paid at a rate  
equal to one and one half (1-1/2) times their regular hourly  
rate or receive compensatory time off at a rate of one and  
one half (1-1/2) hours for each hour worked in excess of  
twelve (12) hours per day or thirty-six (36) hours per week.
- 173 c. It is further understood and agreed that the flexible sched-  
uling provided herein shall be offered employees on a vol-  
untary basis and that seniority employees may exercise their  
shift preference for offered schedules in accordance with  
Paragraph C, above.

E. OVERTIME

- 174 1. Overtime shall be assigned at the discretion of the Employer.

- 175 2. All overtime must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time off shall not be awarded for overtime work not approved in advance by the supervisor, or for the attendance at off-campus conferences, off-campus travel, casual or unscheduled time spent at work beyond the normal workday or work-week, or other similarly classified events or occurrences.
- 176 3. Where it is practical to do so, the Employer agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
- 177 4. Employees considered nonexempt employees (as specified in Appendix D) required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half (1-1/2) times their regular hourly rate or receive compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.
- 178 5. Exempt employees required and scheduled to work over eight (8) hours in a regular workday or forty (40) hours in a regular work-week 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 operational needs.
- 179 6. Compensatory time off approved under E5 above shall be granted within sixty (60) calendar days of its date of accrual, or such extended period as may be approved by the Director of Employee Relations or his or her designee. Exempt employees may, at the sole discretion of the Employer, be paid a rate equal to their regular hourly rate for earned compensatory time off. Irrespective of any other provision of this Agreement, the Employer's exercise of such discretion shall not be challenged by the Union or be subject to the Grievance Procedure.
- 180 7. The Employer agrees to consider the desires of the employee when scheduling compensatory time off.
- 181 8. Any employee who complains of personal discrimination resulting from the application of this provision shall have recourse to the Grievance Procedure.
- 182 9. For purposes of computing overtime pay or compensatory time off, a paid holiday, paid sick day, paid personal day, or paid vacation day shall be considered as time worked.

183

10. An employee with an accrued compensatory time balance of eighty (80) hours shall not be compensated with additional compensatory time for approved overtime work until such time as said accrued compensatory time balance is reduced below eighty (80) hours. All approved overtime work for employees with an accrued compensatory time balance of eighty (80) hours shall be paid as overtime, at the applicable overtime rate of pay.

F. CALL-IN PAY

184

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

**ARTICLE XXII UNSCHEDULED CLOSEDOWNS**

185

When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God, or other causes beyond its control, employees notified not to report for work, and employees not having been notified of the shutdown 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 shutdown. For the remainder of such shutdown, or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.

186

During unscheduled shutdowns 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 shutdowns 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 shutdown, up to a maximum of eight (8) hours. Hours worked in excess of the eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement.

187 In the event of a temporary closedown and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 7:00 a.m. through the following media:

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

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

CKLW  
WJR  
WAAM

**ARTICLE XXIII LEAVES OF ABSENCE**

**A. LEAVE OF ABSENCE FOR PERSONAL REASONS**

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

190 A seniority employee, unable to work because of sickness or injury and not receiving any wages or benefits from the University shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all rights to paid sick leave as provided in Section 3 of the Sick Leave Provision; provided appropriate medical information is supplied by the employee upon request of the Employer.

191 The Employer may require a physician's statement in support of a  
medical leave or extension of such leave. A maternity disability shall  
be considered a medical disability for purposes of this provision.

192 A Medical Leave of Absence may be extended but such leave and any  
extension when taken together shall not exceed an employee's senior-  
ity at the time such leave begins or two (2) years, whichever is less.  
Seniority shall accumulate during such a leave.

193 An employee, who is disabled and receiving compensation pursuant  
to the Workers' Compensation Act, shall be granted a leave of absence  
under the Medical Leave Provision. Such a leave may be extended for  
one (1) additional year; however, seniority shall not accumulate  
beyond the first two (2) years of such a leave.

The Employer may also require a physician's statement to certify an  
employee's ability to return to work following a leave of absence due  
to medical disability.

#### C. UNION LEAVE

195 Any employee elected to a permanent office in, or as a delegate or  
appointed to any labor activity necessitating a leave of absence with-  
out 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 possi-  
ble but in no event later than thirty (30) days prior to the day such  
leave is to become effective.

196 An exception may be made when it is not possible for such advance  
notice to be given. Such leaves must be requested in writing by the  
Director of Region I-A, and shall be granted by the Employer for up  
to two (2) years. Such leaves shall be extended, upon request.  
Seniority shall accumulate during such leaves.

#### D. LEAVE OF ABSENCE FOR PUBLIC OFFICE

197 Any employee, with at least one (1) year seniority, elected to public  
office may make written application for a leave of absence, without  
pay, for the period of the first term of active service in such elective  
office. An extension of such a leave of absence for service in elective  
public office will be granted by the Employer upon written applica-  
tion 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.

198 Such request must be made, in writing, no less than thirty (30) days  
in advance of the desired commencement date of the leave, to the

Director of Personnel Services, or his or her designee. Exceptions may be made when it is not possible for such advance notice to be given.

E. CHILD CARE LEAVE

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

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

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

F. LEAVES OF ABSENCE FOR MILITARY SERVICE

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

203 As used in 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

1. Annual Training Duty Leave

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

2.    Emergency Duty Leave

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

206                    3.    The Employer shall be obligated only to pay an 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.

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

H.        EDUCATION LEAVE

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

I.         JURY DUTY

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

J.         BEREAVEMENT LEAVE

210                    1.    An employee is allowed three (3) working days off, with pay, for a family funeral or memorial service for a member of his/her immediate family. Such three- (3) working days shall be taken as follows:

211                    (a)   The day of the funeral or service AND either the two (2) working days preceding the service OR the two (2) working



days following the funeral or service OR the last working day before the service and the next working day after the service.

- 212 (b) An employee is not eligible for pay for any such “bereavement leave day” that falls on a day or days that the employee is not scheduled to work. An employee who wishes to attend a funeral or service for anyone outside of his/her immediate family may take off one/half (1/2) day, with pay, with the permission of his/her immediate work supervisor. In either case, time taken beyond the specified amount will be charged against the employee’s vacation or sick leave.

- 213 2. The phrase “immediate family” for the purposes of this section shall mean husband, wife, domestic partner, child, father, mother, sister, brother, father-in-law, mother-in-law, employee’s step-parents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, step children of a current spouse, and foster parents who were legal guardians.

#### K. RETURN TO ACTIVE EMPLOYMENT

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

#### L. REQUEST FOR EXTENSION OF LEAVE

- 218 To be given consideration for an extension of an approved leave of

absence, the employee must notify the University's Personnel Office not less than five (5) working days prior to the expiration of the leave.

M. FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 219                   1. Effective September 16, 1993, an employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
- 220                   a. For a birth of a son or daughter of the employee and to care for such child. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXIV (L) shall be in lieu of the unpaid FMLA leave.);
- 221                   b. For the placement of a child with the employee for adoption or foster care;
- 222                   c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
- 223                   d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
- 224                   2. The taking of an FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an approved FMLA leave.
- 225                   3. Employees who take an FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the employee when the leave commenced, or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
- 226                   4. During the period of an FMLA leave, the Employer shall main-

tain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs M (1)(c) or M (1)(d), above, or other circumstances beyond the employee's control. In this situation, the Employer may require, as specified and allowed by the FMLA, certification of inability to return to work.

- 227                    5. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust one half of any available paid leave under Article XXIV(K). Upon exhaustion of that paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 228                    6. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child with the employee for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of that twelve- (12) month period. [For example, an employee who requests a leave at the start of the end of the eleventh month (of the twelve month period which begins at the date of birth or date of placement) is entitled to unpaid leave for the remaining four (4) workweeks of the twelve (12) month period.]
- 229                    7. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
- 230                    8. An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her

immediate supervisor, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

- 231                    9. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
- 232                    10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding her/his status and intent to return to work upon conclusion of the leave.
- 233                    11. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of her/his position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the Employer a health care provider's certification or such re-certifications as may reasonably be required by the Employer. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the Employer may also require that the employee obtain and present certification from her/his health care provider that the employee is able to resume work. All required certifications or re-certifications shall conform to the FMLA's certification requirements.
- 234                    12. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs M (1)(c) or M (1)(d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 235                    13. A leave taken under paragraph M (1)(a) or M (1)(b), above, shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph M (1)(c), above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified

and that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.

- 236                    14. The provisions of paragraphs M (1) through M (13), above, are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

## **ARTICLE XXIV            COMPENSATION**

### **A.            WAGES**

#### **1.    Salary Schedule**

- 237                    a.    The salary schedule set forth in Appendix A shall be annually adjusted subsequent to the across-the-board increases as provided in Paragraphs 239 (a) and 240 (a) below. Said salary schedule adjustments shall be to the minimums and maximums, equal to said across-the-board increases.

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

#### **2.    2002-2003 Wage Increase/Classification Longevity Adjustment**

- 239                    a.    All seniority employees in the Bargaining Unit who are on the Employer's active payroll as of the date this agreement is ratified by both the Union and the University, shall receive a three percent (3%) increase effective July 1, 2002.

Additionally, eligible employees shall receive a classification longevity adjustment, in accordance with Appendix A, effective January 1, 2003.

3. 2003-2004, 2004-2005, and 2005-2006 Wage Increase/Classification Longevity Adjustment

- 240
- a. 2003-2004 wage-only reopener: All employees in the Bargaining Unit who are on the Employer's active payroll as of June 30, 2003 shall receive a minimum increase of two percent (2%), effective July 1, 2003.
  - b. 2004-2005 wage-only reopener: All employees in the Bargaining Unit who are on the Employer's active payroll as of June 30, 2004 shall receive a minimum increase of two percent (2%), effective July 1, 2004.
  - c. 2005-2006 wage-only reopener: All employees in the Bargaining Unit who are on the Employer's active payroll as of June 30, 2005 shall receive a minimum increase of two percent (2%), effective July 1, 2005.

- 241
4. The wages hereinabove provided shall be paid only for time worked, except as otherwise specifically provided for in this agreement.

- 242
5. Pay of Supervisors of Maintenance, Food Service and Clerical/Secretarial Employees:

- 243
- a. The Employer agrees that the bi-weekly pay of a Supervisor of Maintenance, Clerical/Secretarial, and Food Service employees shall not, during the term of this Agreement, be less than ten percent (10%) above the highest bi-weekly rate of the Maintenance, Clerical/Secretarial, and Food Service employees directly supervised by said supervisor on a regular basis.

- 244
- b. Pay adjustments provided in this Section 6 shall not be added to an employee's base salary for the purpose of computing future adjustments in base salary.

B. SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

- 245
- 1. If an employee is promoted to a classification in a higher pay grade, his or her base salary shall be increased by a minimum of eight percent (8%) or increased to the minimum of the salary range set forth for his or her new classification and pay grade, whichever is greater.

- 246                    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 pur-  
suant to the exercise of the Employer's prerogatives as otherwise  
provided in the Agreement.
- 247                    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 employ-  
ee 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.
- 248                    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 per-  
cent (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.
- 249                    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:
- 250                    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.
- 251                    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.
- 252                    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 regu-  
larly 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

- 253                   1. All eligible employees covered by this Agreement who are on the Employer's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with the Employer according to the following rules and schedule of payment. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, who, as of their anniversary date, (1) are in pay grades PT-03 through PT-05 or (2) who are currently not in pay grades PT-03 through PT-05, but who were eligible to receive longevity pay and employed as of February 1, 1975, provided that such employees remain within the classification which they held on February 1, 1975, or are within a classification in pay grades PT-03 through PT-05, and meet all other conditions of this provision, however such employees described above in part 2 shall have no further eligibility for longevity pay on or after their anniversary date in calendar year 1994.
- 254                   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.
- 255                   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
- 256                   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.
- 257                   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.
- 258                   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.

259                    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.

260                    6.    Longevity pay shall be based on the following schedule:

<b>Continuous Service</b>	<b>Annual Longevity Pay</b>
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

261                    1.    The University shall provide and maintain the Blue Cross/Blue Shield Community Blue PPO (preferred Provided Organization) health care plan. This plan will provide comprehensive inpatient and outpatient medical services and prescription drugs at \$10/generic, \$20/brand name with a mail order prescription drug program with up to a 90 day supply with (1) co-pay, subject to dispensing limitations. The University shall provide and maintain the above medical benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing with the employee's 91<sup>st</sup> day of service. Comprehensive group medical benefits plan may be substituted for the above, subject to the Union's approval, whose approval shall not be unnecessarily withheld. The effective date of the \$10/generic, \$20/brand name prescription drugs and coverage noted above will be July 1, 2003. Prior to this date, the plan will provide prescription drugs at \$7/generic, \$15/brand name with a mail order prescription drug program with up to a 90 day supply with one (1) co-pay, subject to dispensing limitations.

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2. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Employer provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 and over.

263

3. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period. Employees hired on and after the date this agreement is ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her probation.

264

Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, and adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such time as he/she enrolls them and makes proper application during an open enrollment period.

265

4. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible dependent children under nineteen (19) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.

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5. The Employer shall pay the aforementioned cost for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In addition, if the employee is receiving long-term disability benefits as provided in Section 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 8, 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.

- 267                   6. Consolidated Omnibus Budget Reconciliation Act of 1985  
(COBRA) allows extended health and dental coverage to be  
made available in the following situations:
- 268                   a. to employees who, voluntarily or involuntarily have termi-  
nated employment (except in cases of gross misconduct) or  
have had their hours reduced to such extent that they are  
ineligible for coverage;
- 269                   b. to surviving spouses and dependents upon the death of an  
employee;
- 270                   c. to spouses and dependent children in the event of a divorce;
- 271                   d. to dependent children who exceed the plan's age limita-  
tions;
- 272                   e. to the spouses and dependents of employees who become  
eligible for Medicare coverage.

273                   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 cover-  
age 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.

- 274                   7. Employees laid off or on an authorized unpaid leave of absence  
may request the continuation of their medical benefits for a peri-  
od not to exceed one (1) year from the date the Employer's ben-  
efit payment obligation terminates, as provided in Paragraph 6  
above. Employees electing to continue such benefits shall pay  
the full cost of such continued benefits. Proper application and  
arrangements for the payment of such continued benefits must  
be made in the Benefits Office prior to the commencement of the  
layoff or leave. If such application and arrangements are not  
made as herein described, an employee's medical benefits shall  
automatically terminate upon the effective date of their layoff or  
unpaid leave of absence as indicated in Paragraph 9 below.

275                   Employees laid off are eligible to continue their health and den-  
tal coverage as dictated by COBRA, for a period of 18 months  
after their continuation of coverage for a layoff.

- 276 8. The cost of medical benefits for eligible dependents in the fol-  
277 lowing categories shall be paid by the employee in full:
- 278 a. Eligible dependent children between the ages of nineteen  
(19) and twenty- five (25).
- 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.
- 279 9. An employee's medical benefits plan shall terminate on the date  
that he or she terminates, is laid off, the medical benefits plan  
terminates, or the employee goes on an unpaid leave of absence,  
except as otherwise provided in paragraphs D(6) and (8) above.  
For employees who retire, coverage terminates at the end of the  
month in which they retire.
- 280 10. A seniority employee may elect to waive coverage under the  
above described health care benefit plans, provided he/she makes  
proper application to the Benefits Office, showing evidence of  
coverage elsewhere than through the University plans.  
Employees for who the waiver is granted shall receive \$85 per  
month, which amount shall be pro-rated and paid with the regu-  
larly bi-weekly pay. Employees waiving coverage may re-enroll  
in the Employer's health plans upon showing proof that the external  
coverage on which they have relied is no longer available.
- 281 UAW 1976 Members who terminate their employment with  
EMU for retirement purposes and who, as of the date of separa-  
tion, are at least fifty-five (55) years of age with fifteen (15)  
years of service to EMU, or are at least sixty (60) years of age  
with ten (10) years of service to EMU, shall be eligible, until age  
sixty-five (65), to continue, at their own expense, group medical  
and dental benefits if enrolled at the time of retirement. Proper  
application and arrangements for payment of continued benefits  
must be made in the Benefits Office no later than thirty (30) days  
prior to the effective date of the Member's retirement. The  
Member shall pay the full cost of such benefits on a calendar  
year quarterly basis commencing with the date he/she is removed  
from the active payroll. The initial payment shall be for the peri-  
od commencing with the date the Member is no longer eligible  
for benefits, through the end of that calendar year quarter.  
Payments shall thereafter be remitted in full to EMU's Benefits  
Office at least fifteen (15) days prior to the beginning of each  
calendar year quarter.

E. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- 282
1. The Employer shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his or her ninety-first (91st) calendar day of actual work. Following completion of one (1) year of benefits as above provided, the Employer shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment insurance in an equal amount, up to a maximum coverage level of \$100,000. When an employee reaches age sixty-five (65) and continues working, his or her insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.

283

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

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

Maximum Insurance Benefit is \$100,000.

- 284
2. To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.

- 285                     3.    Provided proper application and enrollment is made by an employee the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph D(5), above, for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.
- 286                     4.    Changes in life insurance benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- 287                     5.    Such Group Life and Accidental Death and Dismemberment Insurance benefits plan shall terminate on the date that an employee terminates, is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. However, when an employee is terminated, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his or her group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if he or she had independently applied for an individual benefits plan at that time.
- 288                     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

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

<u>Benefits</u>	<u>Dental Care Plan Pays</u>	<u>Employee Pays</u>
Diagnostic <sup>1</sup>	100%	0%
Preventive <sup>1</sup>	100%	0%
Emergency Palliative <sup>1</sup>	100%	0%
Radiographs <sup>1</sup>	100%	0%
Oral Surgery <sup>1</sup>	75%	25%
Restorative <sup>1</sup>	75%	25%
Periodontics <sup>1</sup>	75%	25%
Endodontics <sup>1</sup>	75%	25%
Prosthetic Appliances <sup>1</sup>	50%	50%
Orthodontics <sup>2</sup>	50%	50%

Maximum Contract Benefit

<sup>1</sup>\$1,000.00 per person total per contract year.

<sup>2</sup>Lifetime maximum benefit of \$1,500.00 per person.

- 290                    2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.
- 291                    3. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, his or her domestic partner, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in Paragraph D(5), above, for the payment of group medical benefit costs, except the payment of three (3) additional months for employees receiving long-term disability benefits.
- 292                    4. An employee's dental care benefits plan terminates on the date that the employee terminates, is laid off, the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. Employees are eligible for continuation of dental care benefits after their initial coverage continuation, as provided in D(6) and (7), above. For employees who retire, coverage terminates at the end of the month in which they retire.

293

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

294

1. The Employer agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the employee's completion of ninety (90) calendar days of regular employment. Such benefits shall be equal to sixty-five percent (65%) of the employee's regular monthly earnings, up to a maximum benefit of \$7000 per month, and shall begin on the ninety-first (91st) day of the disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXIV(K).

295

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 Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

296

3. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph D(5), above, for the payment of group medical benefit costs.

297

4. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.



298

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

#### H. SHORT-TERM DISABILITY BENEFITS

299

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

300

2. To qualify for short-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the University's Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as they complete a Personal Health Statement which substantiates insurability. The Short-Term Disability carrier makes the eligibility determination.

301

3. Provided proper enrollment and application is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Paragraph D.6, above, for the payment of group medical benefits cost, except the payment of three (3) additional months for employees receiving long-term disability benefits.

302

4. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.

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

I. HOLIDAYS

- 304 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. The three (3) regularly scheduled work days between the Christmas and New Year's holidays are designated as Seasonal Days.
- 305 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.
- 306 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.
- 307 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 XXI, Section E(5).

- 308 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

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

- 310 1. Employees in classifications PT-1 through PT-5 shall accrue  
vacation as follows:
- 311 a. 4.6154 hours every two (2) week period for the first twen-  
ty-four (24) months of continuous service (15 days per  
year).
- 312 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).
- 313 2. Employees in classifications PT-6 and above shall accrue vaca-  
tion on the basis of 6.1539 hours for every two (2) week period  
of continuous service (20 days per year).
- 314 3. Part-time employees shall accumulate prorated vacation time as  
provided in Section 1 and 2 above based on the ratio of the num-  
ber of hours regularly worked and forty (40) hours.
- 315 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 pay-  
roll system).
- 316 5. If an employee is terminated prior to completing twelve (12)  
months of continuous service, he or she shall automatically for-  
feit all accrued rights to a vacation with pay. Such an employee,  
however, may be permitted to use his/her accrued credits prior to  
completion of twelve (12) months of continuous service. In such  
cases, he or she shall sign a form provided by the Employer stat-  
ing 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 serv-  
ice, he or she shall be entitled to receive all vacation rights

accrued to the date of his or her termination.

- 317                    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.
- 318                    7. Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes his or her vacation.
- 319                    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:
- 320                    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 Human Resources, and such unused vacation time must be taken during the next vacation period.
- 321                    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/she has earned at any time during the year in which it is accruing.
- 322                    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.
- 323                    9. An employee scheduled to work less than twelve (12) months a year (i.e., seasonally employed Bargaining Unit member) who is unable to take vacation during his/her employment period because the Employer's work needs prevent it, shall, at the time of the employee's seasonal release be paid his/her accrued vacation pay in lieu of taking time off for vacation.

- 324 a. Such payment shall only be made for vacation time accrued  
and not taken.
- 325 b. Such payment shall be made to seasonally employed  
Bargaining Unit members irrespective of their seniority  
date, provided they complete the full term of their seasonal  
appointment. By way of illustration but not by way of  
limitation, an employee appointed to work during the regular  
academic year (September 1 to April 30) who terminates  
prior to the first complete seasonal appointment shall  
not be eligible for such payment; however, a first year  
employee who completes the full term of his/her seasonal  
appointment shall receive such payment.

K. SICK LEAVE

- 326 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.
- 327 2. Each seniority employee who has completed his or her proba-  
tionary period shall be granted ten (10) Sick Leave days. Each  
January 1st, each seniority employee's Sick Leave balance shall  
be re-established at ten (10) days. Such days are not  
accumulative.
- 328 a. Any of the ten (10) sick days may be used for individual or  
family illness or injury as provided for in this provision.
- 329 b. With the advance approval of his or her supervisor, an  
employee shall be allowed to use three (3) of the ten (10)  
sick days for personal use. With advance written approval of  
his or her supervisor, an employee may be allowed to make  
such a personal day contiguous with Annual Leave or a  
holiday.
- 330 3. Employees shall be eligible for Sick Leave in accordance with  
the provisions of this Article after completion of ninety (90) days  
of employment. A newly hired employee shall, following the  
completion of his or her probationary period, be credited with  
three-fourths (3/4) of a day [six (6) hours] of Sick Leave for each  
month or major portion thereof, between his or her first actual  
day of work and the following December 31<sup>st</sup>.
- 331 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.

- 332                    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.
- 333                    Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A workweek shall be interpreted to mean any five- (5) days of a regular week, except as modified by the terms of paragraph XXI (D)(4).
- 334                    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.
- 335                    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.
- 336                    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:

- 337 a. Such use is not to exceed the employee's remaining sick  
leave hours in any fiscal year.
- 338 b. "Immediate Family" for purposes of this policy shall be  
interpreted as husband, wife, domestic partner, father,  
mother, children, sister, brother, mother-in-law, and father-  
in-law.
- 339 c. Requests for the above shall be routed through normal  
administrative channels and be decided by the Director of  
Human Resources.
- 340 9. An employee may not use Sick Leave and concurrently receive  
benefits from a University authorized disability insurance plan.

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

#### L. RETIREMENT AND DEATH BENEFITS

- 341 1. Retirement Benefits
- 342 a. Subject to the conditions set forth below, employees who  
have at least a fifty percent (50%) or greater appointment at  
the time of enrollment may participate in one (1) of the fol-  
lowing retirement programs (in the event an employee's per-  
cent of appointment later drops below 50%, such employee  
shall continue participating in the plan in which initially  
enrolled):
- 343 (1) Michigan Public School Employees Retirement  
System (MPERS)

**NOTE:** Employees who, as of December 31, 1995, were  
enrolled in MPERS shall continue participating in  
the plan, subject to the rules, policies and require-

ments established by the State of Michigan for participation in the plan. Employees hired on and after January 1, 1996 are not eligible to enroll in MPERS unless such employee has prior MPERS service at one or more of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, Western Michigan University.

- 344 (2) Teachers Insurance and Annuities Association -  
College Retirement Equities Fund (TIAA-CREF).
- 345 (3) Such optional retirement program, if any, as may be  
established on or after January 1, 1996.
- 346 (4) Each eligible employee must elect to participate in one  
(1) of these retirement programs within thirty (30) cal-  
endar days of the commencement of his or her regular  
employment with the University. Any employee, who  
does not make such an election within the thirty- (30)  
calendar day time period, may thereafter enroll in one  
(1) of the available plans by completing an enrollment  
application in the Benefits Office. Retirement plan  
contributions shall be effective as of the date of enroll-  
ment and shall not be retroactive. Once an employee  
has been so enrolled such enrollment shall be irrevoc-  
able.

347 b. Employer Contributions

- 348 (1) The Employer shall contribute the amount specified  
annually by the State of Michigan for each employee  
participating in the Michigan Public School  
Employees Retirement System.
- 349 (2) The Employer shall contribute ten percent (10%) of an  
employee's gross earnings to the TIAA-CREF  
Retirement Plan for those employees participating in  
said plan.

350 c. Payment of Unused Sick Leave Benefits

Employees hired prior to July 1, 1976, who separate from University employment for retirement purposes in accordance with the provisions of the Michigan Public School Employees Retirement Fund (and with ten (10) or more



years of service at EMU and who are over age fifty (50) on their date of separation) shall be paid fifty percent (50%) of their unused Sick Leave, if any, as provided in Section 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.

351                   d.   Life Insurance

352                   If an employee is over age fifty (50) and has ten (10) or more years of service at EMU at the time he or she retires, he or she shall be entitled to a lifetime benefit of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by the Employer at no cost to the employee. Employees, who retire on or after January 1, 1994, shall be entitled to a lifetime benefit of four thousand dollars (\$4,000) of life insurance benefits. Employees who retire on or after July 1, 2002, shall be entitled to a lifetime benefit of seven thousand dollars (\$7,000) of life insurance benefits.

2.   Death Benefits

353                   a.   Payment of Unused Sick Leave Benefits

354                   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.

355                   b.   Payment of Accrued Wages and Unused Vacation Benefits

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

M.               UNIFORMS

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

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

## **ARTICLE XXV                    HEALTH AND SAFETY**

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

## **ARTICLE XXVI                    MISCELLANEOUS**

- A.    UNION MEETINGS
- 364                    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

365 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

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

D. PAY PERIODS

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

E. PARKING FACILITIES

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

F. BLOOD BANK

369 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

370 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

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

## 1. Tuition Waiver Program

- 372                   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.
- 373                   b. An employee shall be eligible for a tuition waiver if her or  
she satisfies the following terms and conditions:
- 374                   (1) The employee must have completed his/her probation-  
ary period prior to the first day of classes of the term  
or semester for which he or she plans to register.
- 375                   (2) The employee must present evidence of admission to  
the Employer's Benefits Office confirming that he/she  
has satisfied all admission requirements and is eligible  
to enroll for courses.
- 376                   (3) A completed application for tuition waiver must be  
submitted to the Benefits Office for approval at the  
beginning of the Fall, Winter or Spring/Summer ses-  
sions, but in no case later than the deadline for 100%  
drop announced in the Class Schedule Book for the  
applicable semester.
- 377                   Failure to submit an application for approval within the  
required time-lines may forfeit the employee's eligibil-  
ity for that term.
- 378                   (4) The employee must agree to reimburse the Employer  
for the cost of all tuition waiver benefits forfeited  
under the terms and conditions hereinafter provided.  
To assure prompt reimbursement of all amounts paid  
by the Employer for tuition waiver benefits forfeited  
by the employee, the employee shall authorize the  
Employer to collect such amounts through deductions  
from his or her pay in amounts not to exceed twenty-  
five percent (25%) of the gross amount of each  
biweekly paycheck (unless the employee is terminat-  
ing, in which case the entire amount may be deducted)  
or other appropriate means.
- 379                   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. Tuition Waiver benefits for employees who are laid off will continue through the end of the semester in which the lay-off occurs.

- d. The employee must take courses during non-working hours.
- e. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- (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.
  - (2) A grade of “pass”, or “C” or above (“B” for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of “C-” (undergraduate) and “B-” (graduate) are unacceptable.
  - (3) A mark of “Incomplete” (I) is received and not converted to a passing grade within twelve (12) months following the completion of the semester in which the course was taken, or the date the employee’s employment terminates, whichever is earlier.
  - (4) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exception may be made through the regularly established appeal process in the Student Accounting Office, and by the Director of Benefit Programs upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee’s work schedule and the course he/she is enrolled in, etc.).

## 2. Auditing of Classes

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

- 387 a. The employee must submit a completed application to the  
Benefits Office not less than five (5) working days prior to  
the first day of classes of each semester in which classes  
will be audited.
- 388 b. All classes must be audited during non-working hours.
- 389 c. The Academic Affairs Division reserves the right to deny  
any employee permission to audit a class in view of the fact  
that their first consideration is to regular students.
- 390 3. Tuition Waiver Program for Employee Spouses, Domestic  
Partner, and Dependent Children
- 391 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,  
domestic partner, and dependent children of bargaining unit  
employees. This program applies to tuition only; registra-  
tion and other incidental fees, which may be charged, shall  
be borne by the spouse, domestic partner or dependent  
child.
- 392 b. A bargaining unit member's spouse, domestic partner or  
dependent child shall be eligible for a tuition waiver if  
he/she satisfies the following terms and conditions:
- 393 (1) The spouse, domestic partner, or dependent child must  
present evidence of admission to EMU's Staff Benefits  
Office confirming that:
- 394 (a) He/she is the dependent child, spouse or domestic  
partner of a bargaining unit member. A depend-  
ent child shall be defined as (a) legally dependent  
children of eligible staff and (b) children who  
have eligible staff as their legal guardian.
- 395 (b) He/she has satisfied all admission requirements  
and is eligible to enroll for courses.
- (2) A completed application for tuition waiver must be  
submitted to the Benefits Office for approval at the  
beginning of the Fall, Winter or Spring/Summer ses-  
sions but in no case later than the deadline for 100%  
drop announced in the Class Schedule Book for the  
applicable semester.

- 396 (3) Failure to submit an application for approval within the  
required timelines may forfeit the spouse, domestic  
partner, or dependent's eligibility for that term.
- 397 (4) Upon the employee's termination from the University,  
tuition waiver benefits for eligible spouse, domestic  
partner, and dependent children shall cease at the end  
of the semester in which the termination occurs.
- 398 c. A bargaining unit member's spouse, domestic partner, or  
dependent child shall be subject to all University academic  
standards, policies and practices and may be refused admis-  
sion to the University, enrollment in courses, or continued  
enrollment at Eastern Michigan University the same as any  
other student of the University.
- 399 d. It is intended that only a fifty percent (50%) Tuition Waiver  
be provided to any one (1) dependent irrespective of  
whether or not both parents are employed by the University.
- 400 e. An eligible spouse, domestic partner, or dependent shall  
forfeit tuition waiver benefits and must reimburse the full  
cost of such benefits to the Employer if:
- 401 (1) A grade of "pass" or "C" or above is not achieved in  
any course for which tuition waiver is obtained.  
Grades of "C-" are not acceptable.
- 402 (2) A mark of "Incomplete" (I) is received and not con-  
verted to a passing grade within twelve (12) months  
following completion of the semester in which the  
course was taken, or the date the sponsoring em-  
ployee's employment terminates, whichever is earlier.
- 403 (3) The spouse, domestic partner, or dependent withdraws  
from a course after the date specified in the Course  
Bulletin for one hundred percent (100%) tuition  
refund. Exceptions may be made through the regular-  
ly established appeals process in the Student  
Accounting Office and by the Director of Benefit  
Programs upon a showing of appropriate cause by the  
spouse, domestic partner, or dependent (e.g., pro-  
longed incapacitating illness, or the like).

#### 4. Washtenaw Community College

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



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

- 411 (5) Eligible full-time employees shall be entitled to full tuition reimbursement benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition benefits.
- 412 (6) The employee must take courses during non-working hours.
- 413 (7) The employee must agree that tuition reimbursement benefits shall be forfeited under the terms and conditions hereinafter provided:
- 414 (a) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is enrolled.
- 415 (b) The employee fails to complete a course within the semester in which it is taken, or fails to provide to the Employer, within thirty (30) calendar days of the end of the semester in which the course is taken, satisfactory evidence of having achieved a grade of "Pass" or "C" or above.
- 416 (c) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Employer upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.).

#### I. BOOK STORE DISCOUNTS

- 417 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

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

K. STAFF I.D.'S

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

L. HEALTH SERVICES

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

M. WAGE OVERPAYMENTS

421 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.

422 N. STAFF TRAINING REIMBURSEMENT

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

**Total Training Expense**

Under \$4,000

\$4,000 and over

**Term of Service**

(no requirement)

Twelve (12) months

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

**ARTICLE XXVII TRANSFERS TO ADMINISTRATIVE APPOINTMENTS**

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

- 424 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.
- 425 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.
- 426 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.
- 427 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.
- 428 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 XXVIII CONFORMITY TO LAW**

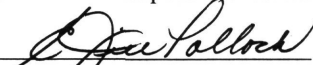
429 In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other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

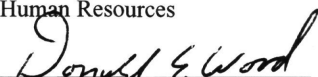
**ARTICLE XXIX     DURATION AND AMENDMENT**

- 430        This Agreement shall become effective November 19, 2002, and shall continue in full force and effect to and including July 31, 2006. 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.
- 431        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.

## EASTERN MICHIGAN UNIVERSITY

  
 Samuel A. Kirkpatrick, President


  
 E. Jill Pollock, Executive Director  
 Human Resources


  
 Donald E. Wood, Director  
 Employee Relations

  
 George E. Torok, Associate  
 Employee Relations

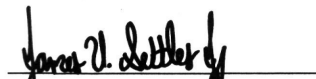
  
 Judy Tatum, Director  
 Admissions

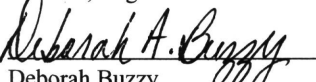
  
 Brian Anderson, Director  
 Office of Research Development

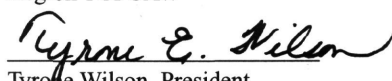
  
 Rebecca Figura, Director  
 Housing


  
 Connie Michalak, ICT Human  
 Resources Analyst  
 Information and Communications  
 Technology Division

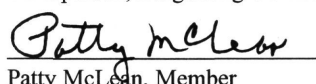
## UAW/TOP Local 1976

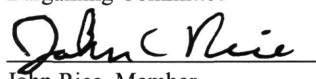
  
 James U. Settles, Jr.  
 Director, Region 1-A UAW

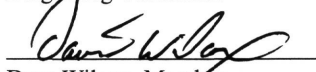
  
 Deborah Buzzy  
 International Representative,  
 Region 1-A UAW

  
 Tyronne Wilson, President  
 UAW LOCAL 1976

  
 Char Reese-Oxford  
 Chairperson, Bargaining Committee

  
 Patty McLean, Member  
 Bargaining Committee

  
 John Rice, Member  
 Bargaining Committee

  
 Dave Wilcox, Member  
 Bargaining Committee

# APPENDIX A

## Eastern Michigan University Salary & Wage Schedules-Biweekly Plans

Effective 7/1/02

Grade	Minimum		20th Percentile		40th Percentile		Midpoint		Maximum	
	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly
03	\$19,152	\$736.62	\$20,434	\$785.83	\$21,716	\$835.25	\$22,358	\$859.92	\$25,563	\$983.19
04	21,265	817.88	22,548	867.24	23,831	916.59	24,473	941.27	27,681	1,064.65
05	24,031	924.27	25,833	993.56	27,634	1,062.85	28,535	1,097.50	33,039	1,270.73
06	27,089	1,041.88	29,363	1,129.36	31,638	1,216.84	32,775	1,260.58	38,461	1,479.27
06*	28,442	1,093.92	30,830	1,185.78	33,219	1,277.65	34,413	1,323.58	40,384	1,553.23
07	31,151	1,198.12	33,893	1,303.57	36,635	1,409.02	38,006	1,461.77	44,860	1,725.38
08	35,516	1,366.00	39,077	1,502.96	42,638	1,639.92	44,419	1,708.42	53,321	2,050.81
08*	37,293	1,434.35	41,032	1,578.15	44,771	1,721.95	46,640	1,793.85	55,987	2,153.35
09	40,789	1,568.81	45,282	1,741.62	49,775	1,914.42	52,022	2,000.85	63,254	2,432.85
09*	44,869	1,725.73	49,811	1,915.82	54,753	2,105.90	57,225	2,200.96	69,580	2,676.15
10	46,089	1,772.65	51,164	1,967.83	56,238	2,163.01	58,776	2,260.62	71,462	2,748.54
10*	50,699	1,949.96	56,281	2,164.65	61,863	2,379.35	64,654	2,486.69	78,609	3,023.42
11	51,782	1,991.62	57,969	2,229.59	64,157	2,467.57	67,251	2,586.58	82,719	3,181.50
12	58,801	2,261.58	65,857	2,542.95	72,912	2,804.32	76,440	2,940.00	94,079	3,618.42
13	67,621	2,600.81	75,735	2,912.88	83,849	3,224.96	87,906	3,381.00	108,191	4,161.19

Annual Rate = Biweekly Rate \* 26.0      Biweekly Rate = Annual Rate / 26.0      Hourly Rate = Biweekly Rate / 80

For contract year one, effective January 1, 2003, bargaining unit employees shall receive a classification longevity adjustment as follows:

- \*minimum - 0 through 3 years
- \*20th percentile - 4 years through 6 years
- \*40th percentile - 7 years through 9 years
- \*midpoint - 10 years through 14 years
- \*maximum - 15 years or more

No bargaining unit employee shall suffer a reduction in salary as a result of applying the above formula.

Subsequent to January 1, 2003, increases based upon classification longevity will be effective on the individual's classification anniversary date, using the above formula

\* Alternate pay range for designated information technology classifications

## APPENDIX B

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

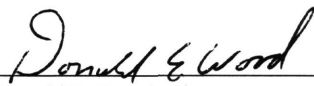
**RE:** Automatic Progression

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that employees in University Computing will be eligible for upgrading and reclassification within their same classification series (i.e., one of the designated "Job Families") based on attaining and demonstrating the requisite skill level. The procedure for such progression to a higher pay grade within the same series as follows:

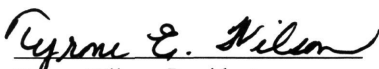
When an employee believes she/he is qualified to move to the next level in the same series, the employee may submit an updated skill review to his/her administrative supervisor with an e-mail request for consideration for a reclassification. The administrative supervisor and the Executive Director of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


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

EASTERN MICHIGAN UNIVERSITY

  
Donald E. Wood, Director

UAW LOCAL 1976

  
Tyone Wilson, President

  
Deborah Buzzy  
International Representative  
UAW Region 1-A

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


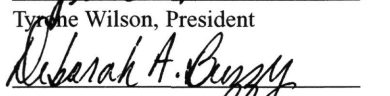
The University (hereinafter, Employer) and the Union recognize and agree that salary increases provided pursuant to the terms of the parties' Collective Bargaining Agreement represent minimum increases to which employees may be individually or collectively entitled. It is further recognized that the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

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

EASTERN MICHIGAN UNIVERSITY

  
Donald E. Wood, Director

UAW LOCAL 1976

  
Tyrone Wilson, President  
  
Deborah Buzzy  
International Representative  
UAW Region 1-A



## APPENDIX D

### CLASSIFICATION AND PAY GRADE LISTINGS

CLASSIFICATION TITLE	GRADE	FLSA_ STATUS
Academic Information/Accreditation Coordinator	08	Non-Exempt
Academic Support Program Specialist	06	Exempt
Academic Advisor I	07	Non-Exempt
Academic Advisor II	08	Exempt
Accountant I	06	Non-Exempt
Accountant II	07	Non-Exempt
Administrative Associate I	07	Exempt
Administrative Associate II	08	Exempt
Administrative Associate-ICT	08	Exempt
Administrative Assistant II	06	Non-Exempt
Administrative Assistant I	05	Non-Exempt
Administrative Manager	09	Exempt
Admissions Officer	07	Exempt
Advertising/Promotions Specialist	06	Exempt
Animal Care Technician	05	Non-Exempt
Architect	10	Exempt
Area Complex Director	06	Exempt
Area Foreperson	06	Non-Exempt
Associate Athletic Trainer	08	Non-Exempt
Associate Director Bilingual Vocational Education	10	Exempt
Associate Director Office Research Development	10	Exempt
Associate Director Project Upward Bound	07	Exempt
Assistant Athletic Trainer	07	Non-Exempt
Assistant Dean of Students	08	Exempt
Assistant Director Academic & Athletic Scholarship	09	Exempt
Assistant Director Admission Outreach	09	Exempt
Assistant Director Alumni Relations IO	08	Exempt
Assistant Director Campus Visit Program	09	Exempt
Assistant Director Facilities Operations	09	Exempt
Assistant Director Honors Program	08	Exempt
Assistant Director International Admissions	09	Exempt
Assistant Director REC/IM	08	Exempt
Assistant Director Student Loans	09	Exempt
Assistant Director University Housing/Customer Service	09	Exempt
Assistant Director, Admissions Communications	09	Exempt
Assistant Manger Dining Services	06	Exempt
Assistant Manager Director EMU Theatre	08	Exempt
Assistant Manager Editorial Services	07	Exempt
Assistant Manager News Services	07	Exempt
Assistant Manager Operations-Career Services	07	Non-Exempt
Assistant Manager Sports Information	07	Exempt
Assistant Manager, Payroll	09	Exempt
Assistant Program Director Study Child/Family	08	Exempt
Assistant Unit Manager Dining Services	06	Non-Exempt

Athletic Academic Support Counselor	07	Exempt
Budget Analyst I	07	Non-Exempt
Budget Analyst II	08	Non-Exempt
Budget Analyst III	09	Exempt
Business Consultant MI Small Business Dev Center	08	Exempt
Career Development Assistant	07	Non-Exempt
Career Development Associate	08	Exempt
Catering Sales Representative	06	Exempt
Center Manager, Continuing Education	06	Exempt
Chief Broadcast Engineer	09	Exempt
Client Server Analyst/Programmer II	09*	Non-Exempt
Client Server Analyst/Programmer Senior	10*	Non-Exempt
Client Server Analyst/Programmer I	08*	Non-Exempt
Client Server Analyst Programmer Training	06*	Non-Exempt
Clinical Supervisor Speech & Hearing	09	Exempt
College Technical Specialist I	08*	Exempt
Computer Lab Coordinator II	08	Exempt
Computer Network Systems Administrator I	07	Exempt
Computer Network System Administrator II	08	Exempt
Computer Network System Administrator Senior	09	Exempt
Conservator	07	Exempt
Coordinator (CLIMB)	08	Exempt
Coordinator Athletic Promotion & Marketing	07	Exempt
Coordinator Athletic Certification & Transfer Record Sys	08	Exempt
Coordinator Athletic Equipment & Facilities	07	Non-Exempt
Coordinator Banquets/Catering	06	Non-Exempt
Coordinator Business & Financial Information Systems	09	Exempt
Coordinator Career Services Placement	09	Exempt
Coordinator Circulation Services	09	Exempt
Coordinator Collections	07	Non-Exempt
Coordinator Computer Science Lab	08	Exempt
Coordinator Computer Literacy	07	Exempt
Coordinator Computer Operations	09	Exempt
Coordinator Construction Project-Housing	10	Exempt
Coordinator Credit & Non-Credit Programs	08	Exempt
Coordinator Center Adaptive Technology Education	09	Exempt
Coordinator Distance Education Programs	07	Exempt
Coordinator Division Information Systems	09	Exempt
Coordinator Eagle Card Operations	07	Exempt
Coordinator Health Education	08	Exempt
Coordinator Honors Program	07	Exempt
Coordinator Institute Projects	06	Non-Exempt
Coordinator International Placement	07	Exempt
Coordinator Lesbian, Gay, Bisexual, Transgendered	07	Exempt
Coordinator Library Network Services	09	Non-Exempt
Coordinator Library Production Services	08	Exempt
Coordinator Marketing & Events	07	Exempt
Coordinator Masters in Pub Administration Programs	08	Exempt

Coordinator Multicultural Center	08	Exempt
Coordinator Of Records	09	Exempt
Coordinator Office Technology & Information Systems	09	Exempt
Coordinator REC/IM Programs & Pro Shop	07	Exempt
Coordinator REC/IM Programs	07	Non-Exempt
Coordinator Records/Teacher Certification	08	Exempt
Coordinator Registration	09	Exempt
Coordinator SEP Program Technology Support	09	Exempt
Coordinator Support Instruction	07	Exempt
Coordinator, Student Field Placements	08	Exempt
Coordinator, UAW Skills Program	09	Exempt
Costume Shop Supervisor	08	Non-Exempt
Dance Accompanist/Composer	09	Exempt
Data Control Accountant A/P	06	Non-Exempt
Data Warehouse Specialist II	09*	Non-Exempt
Data Warehouse Specialist Training	06*	Non-Exempt
Data Warehouse Specialist I	08*	Non-Exempt
Data Warehouse Specialist Senior	10*	Non-Exempt
Database Analyst Programmer	09	Exempt
Database Specialist I	08*	Non-Exempt
Database Specialist II	09*	Non-Exempt
Database Specialist Senior	10*	Non-Exempt
Database Specialist Training	06*	Non-Exempt
Development Officer	09	Exempt
Employer Relations Associate	08	Exempt
Enterprise Support Tech I	08*	Non-Exempt
Enterprise Support Tech II	09*	Non-Exempt
Event Planning Coordinator	07	Non-Exempt
Executive Chef Dining Services	08	Exempt
Facilities Utilization Planner	10	Exempt
Financial Aid Advisor	07	Exempt
Foreign Student Advisor	07	Exempt
Foreperson, Custodial	05	Non-Exempt
Foreperson, Grounds	07	Non-Exempt
Graphic Arts Specialist	06	Non-Exempt
Groundwater Computer Lab Coordinator	08	Exempt
Groundwater Education Coordinator	08	Exempt
Health & Safety Specialist	07	Non-Exempt
ICT Computer Lab Associate	08*	Exempt
ICT Financial Administrator	09	Exempt
ICT Technical Webmaster II	09*	Exempt
In Process-Interior Designer Senior	10	Exempt
Information/Data Management Specialist	08	Non-Exempt
Infrastructure Specialist I	08*	Non-Exempt
Infrastructure Specialist II	09*	Non-Exempt
Infrastructure Specialist Senior	10*	Non-Exempt
Infrastructure Specialist Training	06*	Non-Exempt
Institute Coordinator	08	Exempt

Institutional Research Analyst	08	Exempt
Instructional Designer	09	Exempt
Instructional Technologist II	09*	Exempt
Interior Designer	08	Exempt
Lead Computer Operator	07	Non-Exempt
Lead Programmer/Analyst	09	Non-Exempt
Learning Center Specialist	08	Exempt
Library Tech Hardware Coordinator	09	Non-Exempt
Library Tech Services Assistant	06	Non-Exempt
Mainframe Analyst/Programmer II	09*	Non-Exempt
Mainframe Analyst/Programmer Senior	10*	Non-Exempt
Mainframe Programmer/Analyst I	08*	NonExempt
Mainframe Systems Specialist II	09*	Non-Exempt
Mainframe Systems Specialist I	08*	Non-Exempt
Mainframe Systems Specialist Senior	10*	Non-Exempt
Mainframe Systems Specialist Trainee	06*	Non-Exempt
Mainframe Analyst/Programmer Trainee	06*	Non-Exempt
Maintenance/Project Foreperson	07	Exempt
Manager Lobby Shop	05	Non-Exempt
Marketing Assistant	06	Non-Exempt
Marketing Media Associate/Video Programmer	07	Exempt
Media Librarian	05	Non-Exempt
Media Tech Services Assistant	05	Non-Exempt
Medical Assistant	04	Non-Exempt
Medical Lab Technician	07	Exempt
Mental Health Counselor	08	Exempt
Manager Administration Support Services	09	Non-Exempt
Manager Admissions Application Proc	08	Exempt
Manager Apartments:Customer Relation Coordinator	05	Exempt
Manager Apartments:Facilities Coordinator	05	Exempt
Manager Apartments:Leasing Coordinator	05	Exempt
Manager Athletic Academic Support Programs	08	Exempt
Manager Career Planning	09	Exempt
Manager Career Services Satellite Operator	09	Exempt
Manager Continuing Education/Detroit Programs	08	Exempt
Manager Chemistry Department Services	09	Exempt
Manager Continuing Education	08	Exempt
Manager Corporate Services Continuing Education	08	Non-Exempt
Manager Corporate Relations	09	Exempt
Manager Marketing-Development Director WEMU	09	Exempt
Manager McKenny Union Operations	07	Exempt
Manager Reservations/Conferences Services	08	Exempt
Manager Student Loans	09	Exempt
Manager Student Media	07	Exempt
Manager Ticket Operations	08	Exempt
Manager Travel-Study Abroad	08	Exempt
Manager Weekend University	08	Exempt
Manager, Course Development-Distance Education	09	Exempt

Micro Computer Support Specialist II	07	Non-Exempt
Microcomputer Support Specialist II	08	Non-Exempt
Marketing & Communication Associate II	07	Exempt
Marketing & Communication Associate I	06	Exempt
Music Announcer/Coordinator Operations	08	Non-Exempt
Music Announcer/Librarian	07	Non-Exempt
Network Communications Specialist II	08	Non-Exempt
Network Communications Specialist I	07	Non-Exempt
Network Systems Engineer	09*	Non-Exempt
Network Systems Engineer Senior	10*	Non-Exempt
News Reporter	05	Non-Exempt
Nurse Practitioner	09	Exempt
Occupational Therapy Fieldwork Coordinator	09	Exempt
Office Tech Coordinator-Physical Plant	08	Exempt
Operations Services Specialist II	06	Non-Exempt
Operations Services Specialist Senior	07	Non-Exempt
Operations Specialist I	05	Non-Exempt
Operations Specialist II	06	Non-Exempt
Operations Specialist Trainee	04	Non-Exempt
Photography Specialist	07	Non-Exempt
Physician University Health Services	13	Exempt
Piano Technician	07	Non-Exempt
Plant Engineer	09	Exempt
Plant Engineer Senior	10	Exempt
Platform Specialist I	08*	Non-Exempt
Platform Specialist II	09*	Non-Exempt
Platform Specialist Senior	10*	Non-Exempt
Platform Specialist Trainee	06*	Non-Exempt
Press Operator	04	Non-Exempt
Production Control Analyst I	06	Non-Exempt
Program Associate: Cultural History Tours	08	Exempt
Program Coordinator Community Programs	08	Exempt
Program Coordinator For Tech/Oper/Events	07	Exempt
Program Coordinator First Year M	08	Exempt
Program Coordinator Orientation	07	Exempt
Program Coordinator OSHA Training Institute	08	Exempt
Program Coordinator Prior Learning Assess	06	Exempt
Program Coordinator, Leadership/Union Programs	07	Exempt
Program Assistant I	06	Non-Exempt
Program Assistant II	07	Non-Exempt
Program Assistant Academic Program Abroad	06	Non-Exempt
Program Coordinator-America Reads	07	Exempt
Program Coordinator-Children's Institute	07	Exempt
Programmer/Analyst I	06	Non-Exempt
Programmer/Analyst II	07	Non-Exempt
Project Coordinator Facilities Management	07	Exempt
Project Coordinator-Construction Project	10	Exempt
Project Coordinator	08	Exempt

Project Coordinator Holman Learning Center	08	Exempt
Project Coordinator II	09	Exempt
Project Engineer	10	Exempt
Project Engineer, Senior	11	Exempt
Publications Assistant	07	Non-Exempt
Purchasing Agent	07	Non-Exempt
Radio & TV Engineer	08	Exempt
Radio Announcer-Afternoon Host	07	Exempt
Radio Announcer-Morning Host	09	Exempt
Records & Teacher Certification Specialist	09	Exempt
Regional Manager Continuing Education	07	Exempt
Research Assistant I	05	Non-Exempt
Research Assistant II	06	Exempt
Research Associate I	07	Exempt
Research Associate II	08	Exempt
Research Office Associate	09	Exempt
Research Project Manager	09	Exempt
Sam Specialist	08	Non-Exempt
Scientific Instrument Tech I	07	Non-Exempt
Scientific Instrument Tech II	08	Non-Exempt
Software Design Engineer	10	Non-Exempt
Special Events Manager	08	Exempt
Special Project-Transfer Coordinator	09	Exempt
Sports Information Specialist	06	Exempt
Senior Accountant	08	Exempt
Senior Account Payroll	08	Exempt
Senior Business Consultant, MI Small Business Dev Ct	09	Exempt
Senior Curator	07	Exempt
Senior Data Base Administrator/Programmer	10	Non-Exempt
Senior Financial Aid Advisor	08	Exempt
Senior Mental Health Counselor	09	Exempt
Senior Microcomputer Support Specialist	09	Non-Exempt
Senior Network Communications Specialist	09	Non-Exempt
Senior Programmer/Analyst	08	Non-Exempt
Senior Systems Programmer	09	Non-Exempt
Staff Announcer-WEMU	07	Exempt
Staff Nurse	07	Exempt
Staff Pharmacist	09	Exempt
State Coordinator	07	Non-Exempt
Student Services Associate	08	Exempt
Study Abroad Advisor	08	Exempt
Supervisor Athletic Equipment	07	Non-Exempt
Supervisor Bindery	05	Non-Exempt
Supervisor Biology Department Services	07	Exempt
Supervisor Collections	06	Non-Exempt
Supervisor Computing Lab & Network	08	Exempt
Supervisor Concessions	05	Non-Exempt
Supervisor Dining Services	05	Non-Exempt

Supervisor Laboratory Services	07	Non-Exempt
Supervisor Library Client Services	07	Exempt
Supervisor Materials Access	07	Exempt
Supervisor Multimedia Material Access/Products	07	Exempt
Supervisor Nursing Skills Lab	08	Exempt
Supervisor Parking Operations	06	Non-Exempt
Supervisor Parking Services	05	Non-Exempt
Supervisor Technology Acquisitions	07	Exempt
Supervisor Telephone Service	05	Non-Exempt
Systems Programmer I	07	Non-Exempt
Systems Programmer II	08	Non-Exempt
Teacher Certification Specialist	07	Exempt
Teacher I	06	Non-Exempt
Teacher II	07	Exempt
Teacher Placement Specialist-Developmental Math	08	Exempt
Technical Supervisor EMU Theatre	08	Non-Exempt
Technical Webmaster I	08	Exempt
Technology Administration Support Specialist	08	Non-Exempt
Telecommunications Specialist	07	Exempt
Theatre Promotion & Productions	08	Exempt
Toddler Teacher	06	Non-Exempt
Trades Foreperson	09	Non-Exempt
Training Coordinator Alzheimer's Education Programs	09	Exempt
Transfer Equivalency Evaluator	07	Exempt
Unit Manager Dining Services	07	Exempt
User Consultant I	06	Non-Exempt
User Consultant II	07	Non-Exempt
User Consultant, Senior	08	Non-Exempt
User Services Specialist I	08*	Non-Exempt
User Services Specialist Trainee	06*	Non-Exempt
User Services Specialist II	09*	Non-Exempt
User Services Specialist Senior	10*	Non-Exempt
User Support Assistant I	05	Non-Exempt
User Support Assistant II	06	Non-Exempt
Web Programmer Analyst Trainee	06*	Non-Exempt
Web Programmer/Analyst II	09*	Non-Exempt
Web Programmer/Analyst I	08*	Non-Exempt
Web Programmer/Analyst Senior	10*	Non-Exempt
Webmaster	08	Exempt
Workplace Education Specialist	08	Exempt
Writer I	06	Exempt
Writer II	07	Exempt
Writing Specialist	08	Exempt
X-Ray Technician	06	Non-Exempt

## **APPENDIX E – REPRESENTATION DISTRICTS**

### **Group I**

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

### **Group II**

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

### **Group III**

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

### **Group IV**

Housing and Dining Services  
Telephone/Switchboard Center  
Hoyt Conference Center  
University Publications  
All Departments, Brown Hall

### **Group V**

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

### **Group VI**

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

### **Group VII**

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

### **Group VIII**

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

### **Group IX**

All Departments, Physical Plant

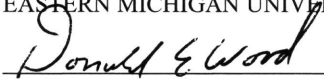


**APPENDIX F – EVALUATION SYSTEM**

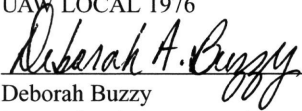
**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
EASTERN MICHIGAN UNIVERSITY  
AND UAW/TOP LOCAL 1976**

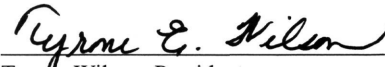
It is agreed between the parties that in the implementation of any evaluation system developed by the Employer, employees shall not be required to agree or disagree with the statements enclosed therein but shall be required to acknowledge receipt of same.

EASTERN MICHIGAN UNIVERSITY

  
\_\_\_\_\_  
Donald E. Wood  
Director, Employee Relations

UAW LOCAL 1976

  
\_\_\_\_\_  
Deborah Buzzy  
International Representative,  
UAW Region 1-A

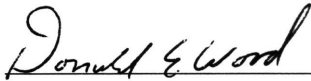
  
\_\_\_\_\_  
Tyronne Wilson, President

## APPENDIX G – REORGANIZATION NOTICE

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

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

EASTERN MICHIGAN UNIVERSITY



Donald E. Wood  
Director, Employee Relations

UAW LOCAL 1976



Deborah Buzzy  
International Representative,  
UAW Region 1-A

  
Tyrone Wilson, President

## APPENDIX H – AFTER HOURS COMMUNICATIONS

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

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

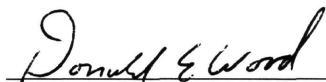
1. Whereas: Professional/technical staff may need to be contacted outside normally scheduled hours for a variety of reasons directly connected to the work of the Employer;
2. Whereas: the Union desires that professional/technical employees receive some form of compensation for such activity;
3. Whereas: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

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

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

EASTERN MICHIGAN UNIVERSITY

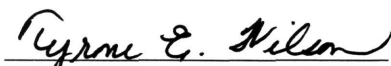
UAW LOCAL 1976



Donald E. Wood  
Director, Employee Relations



Deborah Buzzy  
International Representative,  
UAW Region 1-A



Tyronne Wilson, President

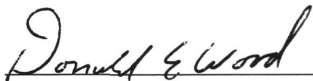
## APPENDIX I – NATIONAL HEALTH CARE

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

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

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



Donald E. Wood

Director, Employee Relations



Deborah Buzzy

International Representative,  
UAW Region 1-A



Tyrone Wilson, President

## **APPENDIX K – DOMESTIC PARTNER BENEFITS**

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

It is hereby understood and agreed between Eastern Michigan University and UAW/TOP Local 1976 that before Domestic Partner benefits are provided, the parties of the relationship must meet the following definitions:

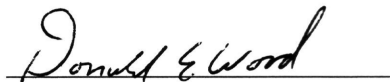
1. Both partners must be at least eighteen (18) years of age and of the same sex;
2. Neither the UAW Local 1976 member nor the domestic partner is legally married to anyone else;
3. The UAW Local 1976 member and the domestic partner are not related by blood in a way that would prevent them from being legally married;
4. The UAW Local 1976 member must provide proof that he/she has shared a residence with the domestic partner for at least twelve (12) consecutive months;
5. The UAW Local 1976 member and the domestic partner must have a common residence during the coverage period;
6. The UAW Local 1976 member and the domestic partner have agreed to be financially responsible for each other's well being;
7. The UAW Local 1976 member and the domestic partner cannot maintain any other domestic partnership or marriage, and must remain domiciled together at all times material herein;
8. If a domestic partner relationship terminates, the UAW Local 1976 member must qualify another domestic partner relationship according to the provisions of this Appendix and the requirements of the City of Ann Arbor;
9. Children of the domestic partner are not eligible for benefits through Eastern Michigan University;
10. The domestic partners must provide a signed and notarized registration as a Domestic Partnership through the City of Ann Arbor, and must satisfy all requirements established by the City of Ann Arbor for registration of such;
11. This Memorandum of Understanding shall provide group medical benefits to the domestic partner of the UAW Local 1976 member as referenced in Article XXIV

(D). Such coverage shall terminate at the earlier of the employee's termination as an employee of the University or termination of the domestic partnership.

12. The employee is responsible for any and all taxes resulting from the imputed income value of any health care benefits provided to the employee's domestic partner;
13. A domestic partner may only enroll for benefits during an open enrollment period.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



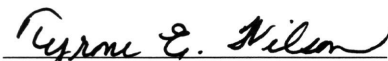
Donald E. Wood

Director, Employee Relations



Deborah Buzzy

International Representative,  
UAW Region 1-A



Tyronne Wilson, President

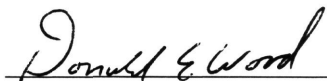
## APPENDIX L – FLEXIBLE SPENDING

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

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1976 that the University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125 Plan) to provide tax benefits for medical care expenses. The annual enrollment fee for this program shall be paid by the University.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



Donald E. Wood, Director  
Employee Relations



Char Reese-Oxford, Chairperson  
Bargaining Committee

## APPENDIX M – AREA COMPLEX DIRECTORS

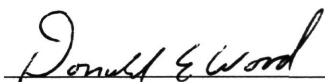
**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
EASTERN MICHIGAN UNIVERSITY  
AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS  
OF AMERICA, AND ITS  
TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1976**

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

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

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



Donald E. Wood, Director  
Employee Relations



Char Reese-Oxford, Chairperson  
Bargaining Committee



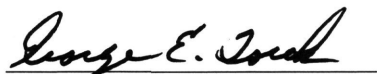
**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
EASTERN MICHIGAN UNIVERSITY  
AND UAW LOCAL 1976**

It is hereby understood and agreed that the provisions of the Memorandum of understanding entered into on September 9, 1999, regarding the use of temporary employees at WEMU, is extended through the term of the 2002 collective bargaining agreement.

This Memorandum of Understanding is not intended in any way to modify, amend, change, or conflict with the existing terms and conditions of the current collective bargaining agreement between the University and UAW Local 1976.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1976



George E. Torok  
Employee Relations  
September 9, 2002



Char Reese-Oxford  
UAW Local 1976  
September 9, 2002













