

Collective Bargaining Agreement
BY AND BETWEEN

EASTERN MICHIGAN
U N I V E R S I T Y™



AND
UAW LOCAL 1975

MARCH 16, 2004

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ARTICLE I AGREEMENT

- 1 This Agreement is made by and between Eastern Michigan University, hereinafter referred to as the Employer or University, and the International Union, UAW and its Technical, Office and Professional Local 1975, hereinafter referred to as the Union.

ARTICLE II RECOGNITION

- 2 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, hours of employment and other conditions of employment for all employees within the Bargaining Unit as certified by cases No. R75A and R785A-9 of the State of Michigan, Department of Labor, Employment Relations Commission.
- 3 All office clerical employees, including employees in classification C-1 through C-8 and executive secretaries in classifications P-1 through P-3 (subsequently changed to classifications CS-03 through CS-07) but excluding confidential employees, student employees, temporary employees, supervisors and all other employees.

ARTICLE III NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

- 4 A. The Employer and the Union recognize their respective responsibilities and Federal, State and local laws relating to fair employment practices.
- 5 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, national origin or sexual orientation. Further, it shall be the policy of the University to take affirmative action to ensure that all personnel actions such as compensation, promotion, retirement, transfers, fringe benefits, layoffs, return from layoffs, University training programs, social and recreational programs are administered without regard to race, sex, marital status, age color, religion, political beliefs, physical disabilities, nepotism, or national origin and in accordance with the provisions of this Agreement.
- 6 C. The University will not discriminate against, restrain or coerce any employee because or with respect to any lawful Union activity or the employee's membership or non-membership in the Union.

ARTICLE IV RIGHTS OF THE EMPLOYER

- 7 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:
- 8 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;
- 9 2. The right to change or introduce new or improved operations, methods, means or facilities;
- 10 3. In accord with the provisions of the 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.
- 11 B. None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

ARTICLE V UNION SECURITY

- 12 A. UNION MEMBERSHIP

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. During the University's post-employment orientation, new members hired, rehired, reinstated or transferred into the bargaining unit shall receive a copy of this Agreement and a Dues/Service Fee Authorization Form and a representative of Employee Relations shall apprise them of this Article's provisions.

13 B. CHECK OFF

- 14 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 Human Resources Offices written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.
- 15 2. Employees may have monthly membership dues or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union. In addition, employees may have a one time only initiation fee deducted from the first full pay check (i.e., two [2] weeks earnings) by signing the Authorization Form, or they may pay the initiation fee directly to the Union.
- 16 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 Financial Officer by the Employer.
- 17 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 a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 18 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 employee will be made by the Union.

- 19 6. All sums deducted by the Employer shall be remitted to the Union's Financial officer once each month within five (5) business 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 employees who have terminated their 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.
- 20 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.
- 21 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 University for termination as provided for in this Article.
- 24 b. The Union shall give a copy of the letter sent to the employee and the following written notice to the Director of Employee Relations 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 University terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the Employee.
- 26 2. Upon receipt of such notice the Director of Employee Relations,

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

27 D. SAVE HARMLESS

28 The Union shall indemnify, protect and save harmless the Employer from any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Employer at the Union's request or demand, for the purpose of complying with the provisions of this Article.

29 E. DISPUTES

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

ARTICLE VI STRIKES AND LOCKOUTS

31 A. It is agreed 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.

32 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 the Agreement shall not cause the Union, its officers or agents to be liable for damages; provided, that the Union complies fully with the following:

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

34 2. Immediately upon receipt of such notice the International Union shall immediately send a written notice to the Local Union, which shall provide a copy of such notice to the employees participating in such violation, stating to them that:

35 a. The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.

36 b. The Union advises 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.

- 37 C. In the event individual employees or groups of employees engage in any of the prohibited activities set forth in paragraph A. above, the Employer shall have the right to, at its discretion, discipline or discharge such employee or groups of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in paragraph A. above, the employee or employees may process a grievance challenging the issue, or whether or not the amount of discipline was proper, starting at the Third (3rd) Step of the Grievance Procedure, provided a written grievance is presented to the Office of Employee Relations within three (3) working days following the date upon which the employee was disciplined or discharged.

ARTICLE VII COMMUNICATIONS

- 38 A. The Union President shall provide the Employer with a list of Local Union Officers, Bargaining/Grievance Committee members, and stewards and their jurisdictional districts. The Employer shall be notified of any subsequent changes.
- 39 B. The Employers' Employee Relations Office shall keep the Union advised, in writing as to its representatives.
- 40 C. Employees shall be responsible for providing the Employer and the Union with changes in their address, names, or telephone numbers within five (5) working days of such changes.
- 41 D. Copies of this Agreement, in booklet form, shall be printed at the expense of the Employer and provided to all members of the Bargaining Unit within ninety (90) calendar days of the ratification of this Agreement by the parties, provided that all copies furnished the Union for proofreading during the pre-printing process and/or signature pages required for printing are returned to the University within five (5) calendar days of the receipt of same by the Union. The Employment Rules and Regulations booklet will be distributed with each contract at the University's expense.
- 42 E. The Employer's Human Resources Office shall provide the Union with an alphabetical list of Bargaining Unit employees showing their seniority date, classification, pay grade, and salary rate and a list of Bargaining Unit employees in order of their seniority. Updated lists shall be furnished to the President of the Local Union upon request, but in no event more frequently than every three (3) months. In addition, a listing of Bargaining Unit members in order of seniority, reflecting name, rank and seniority date shall be available in the Employment Office and updated every three (3) months. Upon written request from the Union to the Office of Employee Relations,

copies of this listing shall be provided to Union Stewards, whose name(s) and campus mailing address(s) shall be included in the Union Request for such information. The Union shall be given notice of the names and departments of new employees during the week of their orientation. The Union shall be invited to attend orientation at a time and duration specified by Human Resources to meet with new employees.

- 43 F. The Employer's Human Resources Office shall, by the first (1st) business day following the 14th of each calendar month, provide the Union with 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.
- 44 G. The Employer's Human Resources Office shall, by the first (1st) business day following the 14th of each calendar month provide the Union with notice of temporary clerical employees hired or terminated within that calendar month. Notice of hire shall include the temporary employee's name, department, date of hire, rate of pay, expected duration of appointment and, where applicable, the name of the bargaining unit employee being replaced by the temporary employee. Notice of termination shall include the temporary employee's name and date of termination.
- 45 H. Upon ratification of this Agreement, and one (1) month after the fourth (4th) closing at fiscal year-end, the Employer agrees to provide the Union with a list of all student help dollars budgeted/expended in that fiscal year in both regular and auxiliary student help budgets. Thereafter current expenditures in regular and auxiliary student help budgets shall be provided the Union, upon written request, which shall not be made more frequently than on a quarterly basis. In perceived problem areas, upon written request of the Union, job responsibilities of student employees in those areas designated by the Union shall be provided by the Employer.
- 46 I. Upon written request of the Union, the Employer further agrees to provide a cumulative list of all temporary employees hired under the provisions of Article XVIII, unless that information has otherwise been provided. This list shall include rate of pay, duration of appointment, and the names of individuals being replaced.

ARTICLE VIII SPECIAL CONFERENCES

- 47 A. At the request of either the Union or the University, Special 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. Such conferences, if mutually acceptable arrangements can be made, shall be scheduled and held in a timely manner.

- 48 B. Special Conferences shall be designated as such in advance, and all such conferences shall be arranged through the President of the Union, or his/her designated representative, and a designated representative of the Office of Employee Relations.
- 49 C. Representatives of the Union, not to exceed five (5) representatives, shall be released with pay for the purpose of attending a Special Conference. Special Conferences may be attended by representatives of the International Union.
- 50 D. In those instances in which the Employer deems their attendance appropriate, Bargaining Unit members/Union representatives in addition to the five (5) Union representatives provided in Article VIII.C. above shall be released with pay for the purpose of attending Special Conferences.
- 51 E. Whenever practicable, minutes of Special Conferences shall be jointly written by the Union President and the Director of Employee Relations or his/her designee. If no agreement can be reached as to the contents of Special Conference minutes, the University shall provide minutes to the Union, wherein Union exceptions will be noted.
- 52 F. It is understood that any matter or action discussed by the parties to Special Conferences shall not be deemed binding unless expressly set in writing through a Memorandum of Understanding that is signed by the Union President and the Director of Employee Relations.
- 53 Actions taken pursuant to Special Conferences shall in no way change or alter any of the provisions of the parties' Collective Bargaining Agreement or the right of either the University or the Union under the terms of this Agreement.

ARTICLE IX REPRESENTATION AND RELEASE TIME

- 54 A. The Employer shall recognize three (3) seniority employees of the Bargaining Unit, the Local President and the Local Vice President as the Bargaining/Grievance Committee.
- 55 B. The Employer shall recognize a Steward and an Alternate Steward in each representative area as agreed upon by the parties in APPENDIX D.

- 56 The Alternate Steward shall only be recognized in the absence of the regular Steward.
- 57 C. Upon request of an employee, the District Steward, or if unavailable, the Alternate Steward, or, subject to the approval of the Director of Employee Relations, or his/her designee, a member of the Bargaining/Grievance Committee shall be granted release time (i.e., without loss of time or pay) during working hours for the purpose of investigating and/or adjusting grievances in accordance with the terms of the grievance procedure. At the request of an employee, and subject to the approval of the Director of Employee Relations, or his/her designee, the employee shall have the right to representation by a member of the Bargaining/Grievance Committee instead of representation by a District Steward or his/her alternate.
- 58 D. Members of the Bargaining/Grievance Committee shall be granted release time, without loss of time or pay, to present and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedure. Additionally, the University agrees that the Union shall be granted release time, without loss of time or pay not to exceed a maximum total aggregate of 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. The investigation of a grievance at Step III shall be limited to a single member of the Union's Bargaining/Grievance Committee. Release time shall not be cumulative from quarter to quarter.
- 59 E. Supervisors shall grant permission and provide sufficient time for Union representatives to leave their work for the above purposes; subject to necessary emergency exceptions. The privilege of a representative leaving his or her 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 representative will perform his or her regularly assigned work at all times, except when necessary to leave his or her work to present and/or investigate grievances as provided herein. The Employer retains the right to initiate procedures for control of and proper accounting of release time as granted under this provision, and for supervisors to arrange for such release time, upon request of a Union representative, with the understanding that such release time must be provided within a reasonable period of time.
- 60 F. Officers of the Union may request release time without pay for the purpose of conducting official business of the International Union and Local 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.

- 61 G. Members of the Bargaining Unit elected or appointed to represent the Local Union at Union Educational Conferences shall be allowed time off without loss of pay to attend such conferences. Time off provided pursuant to this provision shall not exceed a maximum total aggregate of twelve (12) days per contract year for the Bargaining Unit. Requests to attend such conferences must be made in writing and shall be submitted not less than five (5) working days prior to the date of the conference to the University's Director of Employee Relations, or his or her designee, who shall approve such request subject to necessary emergency exceptions. No one (1) employee shall be granted more than five (5) consecutive working days off during the contract year under this provision.

ARTICLE X GRIEVANCE PROCEDURE

62 A. GENERAL PROVISIONS

- 63 1. A grievance, within the meaning of the grievance and arbitration provisions of this Agreement shall consist of any dispute arising under and during the life of this Agreement which pertains to the interpretation, application and/or alleged violation of the Agreement's express terms and conditions. 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 shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) days before the filing of the written grievance.
- 64 2. If a grievance involves two (2) or more employees reporting to different supervisors, or the Union or University believes the processing of the grievance through Step 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.

65 B. STEP 1

- 66 An employee, after he/she informs the University's designated Step I Representative of a grievance, may discuss the grievance with the

University Representative or may request such University Representative to call the Steward of his/her District who shall be called in a reasonable period of time. The Steward may discuss the grievance with the grievant and the University's Step I Representative. If the grievance is not resolved, the Steward may, if he/she believes the grievance has merit, reduce the grievance to writing on forms provided by the Employer and submit same to the designated University Step II Representative.

67 C. STEP II

- 68 1. Within five (5) working days from the date the grievance is presented, the University's Step II Representative shall arrange and hold a meeting with the aggrieved employee, the District Steward, the designated Representative of the Bargaining/Grievance Committee, the Supervisor, and at the option of the Employer, a representative of the University Employee Relations Office.
- 69 2. Within five (5) working days of such meeting the University's Step II Representative shall communicate his/her decision, in writing and on the form provided by the Employer, to the Chairperson of the Bargaining/Grievance Committee. The University's Step II Representative shall also ensure that a copy of the Grievance, including his or her decision, is forwarded to those parties set forth on the grievance form.

70 D. STEP III

- 71 1. If the grievance remains unresolved, and the Union wishes to appeal the grievance, the Chairperson of the Bargaining/Grievance Committee must, within five (5) working days after receipt of the Step II answer by the Union, request in writing a meeting with the Director of Employee Relations or his/her designated representative.
- 72 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/Grievance Committee and not more than three (3) representatives of the University.
- 73 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 reconvened at a later date. If such an adjournment is requested, the Director of Employee Relations, or his or her designee, shall reconvene such meeting within ten (10) working days from the date of request, and the International Representative(s) shall be allowed to attend the meeting.

- 74 4. Within ten (10) working days after this meeting, the Director of Employee Relations, or his/her designee, shall communicate his/her decision, in writing, to the Chairperson of the Bargaining/Grievance Committee with a copy to the International Representative. Any agreement reached at Step III shall be final and binding.
- 75 E. STEP IV ARBITRATION
- 76 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 thereof to be provided the Director of Employee Relations, or his/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 a Demand for Arbitration is not filed with the Employer's Director of Employee Relations, or his/her designee and the American Arbitration Association within the time limits set forth above, the grievance is barred from Arbitration and the Employer's Step III disposition of the grievance shall be final.
- 77 2. The arbitration provisions of this Agreement are expressly and exclusively reserved to the Union and the Employer. No employee or group of employees shall have the right to appeal or process a grievance to the Step IV Arbitration level of the Grievance Procedure.
- 78 3. Selection of the Arbitrator and the Arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 79 4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
- 80 5. 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/her jurisdiction and authority established by this Agreement,

shall be final and binding upon the University, the Union, and the employee or employees involved.

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

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

83 For purposes of computing workdays pursuant to this Article, Saturdays, Sundays, holidays, Christmas/New Year Season Days, and Act of God Days on which the University is officially closed for business will be excluded.

84 G. GRIEVANCE RESOLUTIONS

85 The resolution of a grievance at Steps 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/her designee, the Local President, or his/her designee, and the Union's International Representative. Any such agreement reached between the University and the Union shall be binding on the Union, the University and employees.

ARTICLE XI DISCIPLINE, SUSPENSION OR DISCHARGE

86 A. GENERAL PROVISIONS

87 The Employer and the Union recognize that it may be necessary to discipline employees who have violated work rules, the terms of this Agreement, or reasonable standards of conduct.

88 B. INFRACTIONS

89 The Employer and the Union recognize the principles of progressive discipline.

90 1. A minor infraction by an employee shall normally be cause for a verbal reprimand as an initial discipline step.

91 2. A major infraction by an employee shall be cause for suspension or discharge as an initial discipline step, depending on the nature of the offense. Subsequent minor and/or major infractions are

subject to discipline up to and including discharge depending on the nature of the offense.

- 92 3. In determining disciplinary action to be taken on a current
infraction, the Employer will not take into account records of
prior disciplinary action more than twelve (12) months old for
matters of minor infractions, or more than eighteen (18) months
old for matters of major infractions. Time spent on any leave of
absence will not be credited towards the twelve (12) month and
eighteen (18) month infraction period, respectively.

93 C. APPEAL OF A DISCIPLINE

94 Should an employee who receives a written reprimand consider the
discipline to be improper, a grievance may be presented at the First
Step of the Grievance Procedure to the immediate supervisor.

95 D. APPEAL OF A DISCHARGE OR SUSPENSION

96 Should the discharged or suspended employee consider the discharge
or suspension to be improper, he/she may present a grievance in writ-
ing, through the Chairperson of the Bargaining/Grievance Committee
to the Director of Employee Relations, or his/her designee, at the
Third Step of the Grievance Procedure within three (3) working days
of the discharge and within three (3) working days following expira-
tion of the suspension.

97 E. REPRESENTATION RIGHTS

98 1. An employee who is to be interviewed concerning discipline will
be advised that he/she may, if desired, request the presence of a
union representative at such interview.

99 2. A discharged or suspended employee shall be provided the
opportunity to discuss his/her discharge or suspension with the
Chairperson of the Bargaining/Grievance Committee, or his/her
designee, and the Steward of the district. The Employer will
make available an area where said meeting may be conducted
before a discharged or suspended employee is required to leave
the property of the Employer. Upon request by the Union, a rep-
resentative of the Employer will arrange to meet with the dis-
charged or suspended employee, his/her Steward and the
Chairperson of the Bargaining/Grievance Committee, or his/her
designee, prior to the employee leaving the premises.

100 F. NOTICE OF DISCHARGE, SUSPENSION OR DISCIPLINE

101 The University agrees upon the discharge, suspension or discipline of an

employee, to promptly notify the Chairperson of the Bargaining/Grievance Committee or his/her designee, if available, of the discharge, suspension or discipline.

ARTICLE XII PROBATIONARY EMPLOYEES

- 102 A. Matters concerning the discipline, layoff or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration Procedures.
- 103 B. Each employee of the Bargaining Unit shall be considered a probationary employee for the first one hundred twenty (120) calendar days of employment as a regular employee. A probationary employee who was employed in the same position as a temporary employee, immediately prior and continuous with his/her appointment as a regular employee, shall have his/her probationary period reduced by the length of such temporary employment in that position, not to exceed thirty (30) days.
- 104 C. Probationary employees shall have no seniority during their probationary period. Upon completion of the probationary period, employees shall be placed on the seniority list of the Bargaining Unit and their seniority shall start from their most recent date of hire as a regular employee.

ARTICLE XIII BREAK-IN AND QUALIFYING PERIODS

- 105 A. BREAK-IN PERIOD
- 106 1. A Break-in Period is defined as a period not to exceed forty (40) work days following an employee's movement to a position in the same pay grade or a lower pay grade. During such time, the employee shall be evaluated as to whether he/she is capable of performing the responsibilities of the position.
- 107 2. A Break-in Period shall be applicable to those employees who:
- 108 a. bid on and are transferred to a position in the same pay grade or a lower pay grade; or
- 109 b. are transferred by the Employer, due to a reduction in the workforce; or
- 110 c. are transferred by the Employer in order to place employees returning from layoff or leaves of absence; or

- 111 d. return from layoff or leaves of absence and are placed by the
Employer in accordance with the Seniority provisions of the
Agreement.
- 112 3. If, during a Break-in Period, a determination is made that an
employee is not capable of performing the responsibilities of a
position to which he/she has been transferred/placed, the
employee shall be returned to his/her former status (i.e., layoff or
leave of absence) or former position, if said position has not been
eliminated and is vacant. If the employee's former position is
filled, or has been eliminated, the employee will first be placed
in a vacant position in the same pay grade as the employee's
original position. If there are no such vacancies, the employee
may then exercise his/her seniority rights under Article XV
Paragraph A.
- 113 4. In those instances in which an employee is not capable of per-
forming the responsibilities of a position to which he/she has
been transferred/placed and said employee's former position has
been eliminated, the employee shall be laid off. In such instances
the layoff of an employee shall not be subject to the advance
notification provided in Article XV.F., but the recall of said
employee shall be made in accordance with the provisions of
Article XV Layoff and Recall.
- 114 B. QUALIFYING PERIOD
- 115 1. A Qualifying Period is defined as a period not less than ninety
(90) calendar days, nor more than one hundred twenty (120) cal-
endar days following an employee's movement to a higher pay
grade. During such time, the employee shall be evaluated as to
whether he/she is capable of performing the responsibilities of
the position.
- 116 a. If the employee is evaluated, in accordance with paragraph
3, below, and his/her performance is rated as less than
"Good," the Qualifying Period shall extend to the full one
hundred twenty (120) day period.
- 117 b. If the employee is evaluated in accordance with paragraph
3, below, and his/her performance is rated as "Good," or bet-
ter, the Qualifying Period shall end after the ninetieth (90th)
day following movement to the higher graded position.
- 118 2. If, at any time within the Qualifying Period following an
employee's move to a higher pay grade, it is determined by the
Employer that the employee is unable to satisfactorily perform
the responsibilities of the position, the employee shall be

returned to his/her former job if vacant and former rate of pay, or if the position has been filled, be placed in a vacant position in the same pay grade as the employee's original position. If there are no such vacancies, the employee may then exercise his/her seniority rights in accordance with the provisions of Article XV, Paragraph A.

- 119 3. An employee moving from one pay grade to a higher pay grade shall be evaluated in writing prior to the completion of the Qualifying Period.
- 120 4. In those instances in which it is determined that an employee is performing unsatisfactorily in a position to which he/she has been promoted, the employee shall be evaluated in writing and informed of said performance problem(s). Such evaluation may be executed at any time and as frequently as deemed appropriate by the employer, but in no event later than the sixtieth (60th) day of the Qualifying Period unless such performance problem(s) go undetected by the employer until a later date, at which time the employee shall be informed through written evaluation of his/her unsatisfactory performance in a timely manner by the employer.

121 C. EXTENSIONS OF BREAK-IN AND QUALIFYING PERIODS

122 Break-in and qualifying periods for those employees who are absent from work for medical or personal reasons may be extended for a period of time equal to the time that the employee was absent from work. Additionally, a hiring authority may make a request to the Director of Employee Relations for up to a twenty working day extension of a break-in period or up to a 40 working day extension of a qualifying period, which request shall be granted.

123 In those limited instances where an employee who received a job promotion through the bidding procedure is absent for more than fifteen (15) working days for medical reasons, and the employer appoints another Bargaining Unit member to the position, the absent employee shall have the right to return to a job in the pay grade and classification held at the time of medical leave. However, in such instances the full Qualifying Period shall apply to the employee in the position to which he/she is returned. This provision may also apply to employees granted Personal Leaves of Absence in cases of exceptional need, subject to the approval of the Director of Employee Relations or his/her designee.

ARTICLE XIV SENIORITY

124 A. GENERAL PROVISIONS

- 125
1. Employees in the Bargaining Unit as of March 31, 1975, or thereafter, 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 most recent hire as such an employee. "Date of most recent hire" shall mean the date on which the employee actually begins work as a regular employee, irrespective of when such employee was advised that he/she had been hired. Seniority shall be recognized in the classifications set forth in Appendix C.
- 126
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.
- 127
3. An employee excluded from the Bargaining Unit prior to March 31, 1975 shall have no seniority in the Bargaining Unit and if transferred to the Bargaining Unit shall have seniority from the date of such transfer and shall be considered a new hire. Vacation and other fringe benefits shall be determined by total University continuous service from the most recent date of hire.
- 128
4. An employee who was in the Bargaining Unit as of March 31, 1975, or thereafter, and who later transfers to a position excluded from the Bargaining Unit, at his/her own request or through some action of the Employer, shall retain all accrued seniority earned prior to his/her transfer from the Bargaining Unit and shall continue to accrue seniority rights for a period not to exceed ninety (90) days.
- 129
- a. Employees returned to the Bargaining Unit within ninety (90) days of their transfer, through some action of the Employer whose reason for effecting such employee's return shall not be subject to challenge by the Union, shall be permitted to exercise their seniority rights in accordance with the procedure provided for in Article XV LAYOFF AND RECALL.
- 130
- b. Employees that have been out of the bargaining unit in excess of the aforementioned ninety (90) day period, but not in excess of a period of time equal to seniority accrued as of the date the employee left the unit, may, at the discretion of the Employer be permitted to exercise their bidding rights for vacant Bargaining Unit positions within the University as provided in Article XVI REGULAR JOB VACANCIES and shall have any seniority previously accrued while in the Bargaining Unit, as provided in Article XIV,4, above, rec-

ognized for purposes of determining the most senior bidder for such position(s). In no instance shall an employee who is returned to the Bargaining Unit in accordance with the provisions of this Agreement be credited with seniority in the Bargaining Unit in excess of the seniority provided therein.

- 131 c. In those limited instances in which an employee has been out of the Bargaining Unit in excess of ninety (90) days and is subject to layoff due to an elimination of his/her position and subject to the provision that he/she has exhausted those alternatives to layoff provided members of his/her then current employee group, the employee may, at the discretion of the Employer be returned to the Bargaining Unit in accordance with the provisions of Article XV, LAYOFF AND RECALL, provided the employee meets the stated qualifications of the position and is able to perform the work.
- 132 5. An employee granted a Personal Leave of Absence pursuant to this Agreement shall, during the period of his/her absence, retain his/her seniority and shall continue to accumulate seniority for a period not to exceed ninety (90) days during any twelve (12) month period.
- 133 6. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.
- 134 7. An employee shall lose his/her seniority and shall be terminated for the following reasons:
- 135 a. He or she voluntarily terminates his/her employment with the University.
- 136 b. He/she is discharged for cause and such discharge is not reversed through the Grievance Procedure.
- 137 c. He/she retires or receives a pension under the Pension Plan of this Agreement.
- 138 d. He/she is absent from his or her job for three (3) consecutive working days without notifying the Employer, unless unable to do so for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority and that his/her employment has been terminated.
- 139 e. If he/she does not notify the University's Employment

Office within five (5) working days of his/her intent to return and/or does not return to work within ten (10) working days when recalled from layoff. In proper cases, exceptions may be made.

- 140 f. Failure to return to work within the time limits of a leave of absence or any extended leave of absence unless the employee is unable to return for reasons beyond his/her control and notifies the Employer within three (3) working days and obtains an extension of such a leave as provided in the Leave of Absence provision.
- 141 g. Upon an employee's failure to return to work within the time limits of a leave of absence or an extended leave of absence, the employer shall send written notification to the employee at his/her last known address, stating that he/she has lost his/her seniority and that his/her employment has been terminated.
- 142 h. Failure to notify the University at least twenty (20) days in advance of the expiration of a leave of absence of intent to return to work as provided in Article XXV.J.3.
- 143 i. If laid off for a period of three (3) years or the period of the length of such laid-off employee's seniority, whichever is less.
- 144 8. Except as otherwise provided, an employee's seniority shall be recognized in the classification designation on the seniority list furnished the Union pursuant to Article VII.E. of this Agreement. New employees' seniority shall be recognized in the position to which they are initially appointed.
- 145 9. Employees who are promoted shall have their seniority recognized in the classification to which they are promoted upon completion of the Qualifying Period referred to in Article XIII.B. Until completion of such Qualifying Period, the employee shall continue to have his/her seniority recognized in the most recent classification such employee had held for a period of not less than one hundred twenty (120) calendar days.
- 146 10. An employee who is on layoff, or who because of a layoff in his/her classification is working in another classification, shall continue to accumulate seniority (unless otherwise provided in Article XV.A.7. above) but such seniority shall only be recognized in the employee's regular classification.

147 B. SENIORITY OF UNION OFFICIALS

148 1. Representatives

149 Notwithstanding his/her position on the seniority list, the President (if an employee of the Employer) and Bargaining/Grievance Committee Members shall, in the event of a layoff, be continued at work as long as there is a job in the Bargaining Unit and provided they are capable, with minimal training, of performing all aspects of the available job. Such a Union representative displaced by a reduction in force shall exercise his/her rights under this provision of the following order:

150 a. Be assigned to replace the least senior employee within his/her classification in the Bargaining Unit, if any, provided he/she is fully capable, with minimal training, of performing all aspects of such available work.

151 b. Be assigned to replace the least senior employee within the Bargaining Unit in his/her classification series within the Bargaining Unit, if any, provided he/she is fully capable, with minimal training, of performing all aspects of such available work

152 c. Be assigned by the Employer to a classification in the Bargaining Unit provided he/she can fully perform, with minimal training, all aspects of the available work in such classification, if any, and replace the least senior employee in such classification in the Bargaining Unit.

153 d. Be laid off.

154 For the purpose of this Provision, the Local President shall be given preference over Bargaining/Grievance Committee members.

155 2. Stewards

156 Notwithstanding their position on the seniority list, Union Stewards shall, in the event of a layoff, be continued at work as long as there is a job in their representative area, and provided they are capable, with minimal training, of performing all aspects of the available job. Union Stewards displaced by a reduction in force shall exercise their rights under this provision in the following order:

157 a. Be assigned to replace the least senior employee within his/her classification, and representative area, if any, pro-

vided he/she is fully capable, with minimal training, of performing all aspects of such available work.

- 158 b. Be assigned to replace the least senior employee within his/her representative area in his/her classification series within the Bargaining Unit, if any, provided he/she is fully capable, with minimal training, of performing all aspects of such available work.
- 159 c. Be assigned by the Employer to a classification in his/her representative area, provided he/she can fully perform, with minimal training, all aspects of the available work in such classification, if any, and replace the least senior employee in such classification in the representative area.
- 160 d. Be laid off.

ARTICLE XV LAYOFF AND RECALL

- 161 A. When there is a decrease in the work force, temporary employees, then probationary employees will be laid off provided the seniority employees can perform the available work. Thereafter, seniority employees affected must exercise their seniority according to the following order; provided, the employee meets the stated qualifications of the position and is able to perform the work.
- 162 1. First, within the same pay grade and classification:
 - 163 a. transfer to a vacant position, if any;
 - 164 b. if there is no vacancy, replace the least senior employee.
- 165 2. Next, within the same pay grade and same classification series:
 - 166 a. transfer to a vacant position, if any;
 - 167 b. if there is no vacancy, replace the least senior employee.
- 168 3. Next, within the same pay grade in another classification series:
 - 169 a. transfer to a vacant position, if any;
 - 170 b. if there is no vacancy, replace the least senior employee.
- 171 4. Next, within successively lower pay grades:
 - 172 a. transfer to a vacant position, if any;

- 173 b. if there is no vacancy, replace the least senior employee.
- 174 5. Be laid off.
- 175 Note: It is the intent of this paragraph that step (a) and then step
 (b) be exercised within one pay grade before continuing the
 process in the next lower pay grade.
- 176 B. Employees displaced or laid off shall be recalled to their regular pay
 grade or at the laid off employee's election, to a lower pay grade, in
 the order of their seniority. Employee's electing to be recalled to a
 lower pay grade must file such election with the Employment Office
 within thirty days of layoff. This notice, once filed, is irrevocable. In
 the event that a regular opening occurs in a classification which the
 Employer elects to fill and there are no employees on layoff or dis-
 placed from such classification series who are eligible to return to the
 series, such openings shall be filled in accordance with the regular job
 vacancy provisions of this Agreement.
- 177 C. Notice of recall shall be sent to the employee at his/ her last known
 address by registered or certified mail.
- 178 D. Any employee transferred under the Layoff or Recall Procedures pro-
 vided above must be qualified and able to perform the work with min-
 imal training, of the employee he or she is displacing or the work of
 the vacant position. An employee may be disqualified from perform-
 ing such work 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 if it is determined by the
 Employer during the Break-in Period provided in Article XIII.A. that
 such employee does not have the ability to perform the job. Any
 employee disqualified from a job as provided herein shall be trans-
 ferred, or laid off, in accordance with the provisions of Article XIII,
 BREAK-IN AND QUALIFYING PERIODS.
- 179 E. In applying the procedure as hereinabove provided, in no case shall a
 displaced employee replace an employee who has greater Bargaining
 Unit seniority.
- 180 F. Employees to be laid off for an indefinite period of time shall have at
 least twenty (20) working days notice of layoff. The Union shall like-
 wise be notified by the Employer of such pending layoffs at least
 twenty (20) working days prior to the date of said layoffs. Such notice
 requirements shall apply for displacements or layoffs resulting from
 an employee returning from a leave of absence or layoffs of definite
 duration.

- 181 G. For purpose of this section, classification series shall be designated as outlined in APPENDIX C.
- 182 H. At the request of the Union, a Special Conference shall be held within five (5) working days of said request, to discuss layoffs.

ARTICLE XVI REGULAR JOB VACANCIES

- 183 A. Regular job vacancies shall be published in the University Publication (FOCUS), and when deemed necessary by the Employer, by special memorandum by the Employment 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 date of posting. The Employer may temporarily fill such a vacancy during the posting and selection process. The Employer shall not consider any application submitted after the final date of acceptance.
- 184 1. Job awards shall be made to the best qualified applicant. In the selection of the best qualified candidate, in preference to a less senior Bargaining Unit employee over a more senior Bargaining Unit employee, such "best qualified" candidate must clearly have better requisite skills. Provided the candidate pool is properly constructed, the Employer shall be deemed to have complied with this provision if the selected candidate is any one of the three senior-most qualified seniority applicants. Upon request to the Director of Employment (or designee), the remaining seniority candidate(s) may review the rationale for their non-selection.
- 185 2. Seniority candidates shall be given preference over non bargaining unit candidates provided they fully meet the requisite skills as established for the specific job vacancy and the employment record indicates that there is a reasonable expectancy that he or she is qualified to perform the job
- 186 3. As used in this provision, requisite skills shall be defined as both those skills stated as the required qualifications noted in the classification specification as well as any reasonable desired for the particular job vacancy, which shall be determined at the time of the job posting, and shall require the advance approval of the Employment Office. Applicants may also be required to provide demonstrable ability.
- 187 4. Attendance, discipline records and work experience in a department where a vacancy is posted shall be considered as a factor in determining the qualifications of an applicant. A candidate may

be disqualified from consideration if:

- 188 a. He/she does not have the requisite skills for such vacancy;
 or
- 189 b. If such candidate's employment record (and application)
 indicates that there is no reasonable expectancy that he/she
 would be qualified to perform the job.
- 190 5. Each individual candidate is responsible for ensuring, at the time
 of application, that his or her employment record and/or applica-
 tion accurately reflects those job skills, experience, training and
 other qualifications he/she desires the Employer to consider in
 evaluating his/her candidacy. A copy of the employee's bid form
 will be forwarded to the Union President or his/her designee
 each Thursday.
- 191 6. 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 specification and those nec-
 essary to fulfill the responsibilities of the position shall be post-
 ed as "desired."
- 192 7. A seniority job applicant who desires to withdraw his/her appli-
 cation for any Bargaining Unit vacancy shall be required to pro-
 vide written notice of withdrawal to the University's
 Employment Office.
- 193 8. An employee shall be eligible to bid on vacant positions upon
 completing one hundred and eighty (180) calendar days contin-
 uous service in his or her current position. In proper cases, this
 requirement may be waived by the Director of Employee
 Relations or his/her designee.
- 194 9. Job offers will be extended for posted vacancies by not later than
 the forty-fifth (45th) calendar day after the posting period
 expires, except in extenuating circumstances. Where a job is
 reposted, the forty-five (45) day period will begin anew.
- 195 10. An employee who bids for and is offered a position and who
 refuses the job offer shall be barred from bidding on any vacan-
 cy for one hundred and eighty (180) calendar days.
- 196 B. The Employer shall notify, in writing, all Bargaining Unit applicants
 of the disposition of their applications and place a copy of same in
 their official Personnel File. To satisfy the provisions of the Griev-
 ance Procedure, appropriate notification to candidates not being

offered the position shall include the name and seniority date of the employee awarded the position.

- 197 C. At any time within the Qualifying Period following an employee's promotion, the employee shall be returned to his/her former job and former rate of pay if he or she fails to perform satisfactorily, as provided in Article XIII.B.
- 198 D. At any time within the first ten (10) working days following an employee's promotion or lateral transfer, the employee may elect to return to his/her former job and former rate of pay. The employee so electing shall be barred from bidding on future vacancies for one hundred and eighty (180) calendar days.
- 199 E. Job vacancies under this section shall not mean temporary openings such as openings caused by sickness, accident, disciplinary layoff, vacations or leave of absence. If the Employer elects to fill such temporary job vacancies, such vacancies may be filled by laid off employees, if available and qualified, or by temporary employees. Laid off employees shall be recalled for temporary job assignments prior to the hiring of temporary employees for such assignments, provided they are capable, with minimal training of performing all aspects of the available job. Such assignments shall be offered to laid off Bargaining Unit employees who have the necessary qualifications for such temporary job assignments in the order of their seniority, provided they are available for such assignment on the date it begins and for the duration thereof. The layoff and recall of Bargaining Unit employees for temporary job assignments shall not be subject to the Layoff and Recall provisions of this Agreement.

ARTICLE XVII JOB CLASSIFICATIONS

200 A. GENERAL PROVISIONS

201 The classification of jobs, as enclosed in APPENDIX C 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.

202 B. REVISED JOBS AND NEW JOBS

203 In the event the Employer changes a classification description or whenever a new clerical job is created by the Employer 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 to the Union, and upon request of the Union, shall, within ten (10) working days after such notification, meet with the Union to discuss the classification and pay grade. If, following such a discussion there is a dispute as to the appropriate pay grade for the new or revised classification description, 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/she shall use as the basis for his/her decision, the complexity, responsibility, effort and skill of the new or revised job as compared to other jobs in the Bargaining Unit.

204 Within ten (10) working days following receipt of a valid Position Review Questionnaire (PRQ) for a position that is or will be within the Bargaining Unit, the Compensation Office will notify Employee Relations. Employee Relations will, in turn, notify the Bargaining Chair.

205 C. BARGAINING UNIT WORK

206 The Employer shall not, through its classification process, remove work from the Bargaining Unit performed under classifications covered by this Agreement without first notifying the Union.

207 If there is a dispute as to whether a new or revised job classification belongs within the Bargaining Unit as described in Article II (Recognition), or in the event of a dispute as to whether a new or revised job classification is within the Bargaining Unit represented by UAW Local 1975 or 1976, the Local Union shall notify the University as to which Bargaining Unit they believe such new or revised job classification is within, and if the University disagrees with such determination, it shall notify the Local Union and such dispute shall be an appropriate matter for determination by the Michigan Employment Relations Commission (MERC).

ARTICLE XVIII TEMPORARY EMPLOYEES

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

209 A. The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision.

210 B. The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration and is established for:

- 211 1. A specific project; or
- 212 2. The purpose of relieving employees who are absent due to sick-
- ness or injury, leave of absence or vacation; or
- 213 3. Augmenting the regular workforce of employees to meet the
- requirements of the University that may be occasioned by termi-
- nation, dismissal, temporary increased workloads or other condi-
- tions that may create short-term staffing requirements.
- 214 C. Temporary employees who are employed in temporary jobs consistent
- with Article XVIII.B.1 above, may not be continuously employed in a
- position for a period greater than one-hundred-twenty (120) calendar
- days.
- 215 D. Temporary employees who are employed in temporary jobs consistent
- with Article XVIII.B.2 above may not be continuously employed in a
- position for a period greater than one-hundred-eighty (180) calendar
- days. The job shall, however, be posted within one-hundred-twenty
- (120) calendar days and filled within a reasonable period of time, not
- to exceed the one-hundred-eighty (180) calendar day period as pro-
- vided in Article XVIII.D.
- 216 E. Temporary employees who are employed in temporary jobs consistent
- with Article XVIII.B.3 above may not be continuously employed in a
- position for a period greater than ninety (90) calendar days.
- 217 F. The University shall provide, on a monthly basis, a report to the Union
- that shall include name, pay grade, location, duration, and reason for
- placement of temporary CS employees.

ARTICLE XIX WORK BY NON-BARGAINING UNIT EMPLOYEES

- 218 It is recognized by the Union and the Employer that supervisors, temporary, and
- student employees also perform clerical/secretarial work and that this
- Agreement does not restrict any such work by any non-bargaining unit employ-
- ees, except Bargaining Unit jobs that have been eliminated. The Employer
- agrees that it will not increase the size of its non-bargaining unit work force to
- replace bargaining unit employees.

ARTICLE XX RULES, POLICIES, REGULATIONS AND REQUIREMENTS

- 219 The University has the right to make and modify reasonable rules, policies, reg-
- ulations and requirements. However, no such rule, policy, regulation or require-
- ment, or modification thereof shall be contrary to the clear and express terms of
- this Agreement nor shall any such rule, policy, regulation or requirement be

administered to detract from rights expressly and clearly given to the Union by the terms of this Agreement, providing that the application of such rules, policies, regulations, and requirements are subject to the Grievance Procedure.

ARTICLE XXI PERSONNEL FILES

220 A. MAINTENANCE

221 An official personnel file shall be maintained by the Employer on each employee, and all such files shall be maintained in a centrally located office.

222 B. CONTENTS

223 Each employee shall have the right, upon request, to examine the contents of his/her own personnel file, the only exclusion being confidential pre-employment credentials, statements and inquiries. The employee shall make an appointment with the Employment Office to examine his/her personnel file. The Director of Employment, or his/her designee, shall be present when the employee examines his or her file, and the employee may be accompanied by a representative of the Union if the employee so desires. An employee may authorize, in writing, a representative of the Union to examine his/her personnel file as provided for in this provision in his or her absence, pursuant to the investigation of a grievance which has been presented in accordance with the Grievance Procedure.

224 At the request of the employee, the Employer will remove from the employee's official personnel file, those records of disciplinary action(s) which no longer have any force and effect within the progressive disciplinary procedure set forth in the Employer's Rules and Regulations for Bargaining Unit employees.

225 C. ADDITIONS

226 Each employee shall have the right to place in his/her personnel file material which attests to a change in his or her added education or experience. No negative material relating to an employee's performance at the University shall be placed in the official personnel file without notice to the employee, the only exclusion being confidential statements, inquiries and letters of recommendation.

227 D. REPRODUCTIONS

228 At the employee's request, the Employer shall reproduce any material in his/her own personnel file except confidential pre-employment credentials, statements and inquiries, provided that a reasonable duplica-

tion fee is paid by the employee.

ARTICLE XXII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- 229 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/her full duties, or which precludes an employee from working a full work schedule in accordance with this Agreement or which is in conflict of interest with his/her obligations to the University, is not permitted.
- 230 B. If the University believes there is a conflict of interest or that an employee's supplemental employment is 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/she may file a grievance at Step III of the Grievance Procedure within five (5) working days of 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.

ARTICLE XXIII HOURS OF WORK

- 231 A. **WORK DAY**
- 232 The regular work day shall consist of eight (8) hours, exclusive of a duty free sixty (60) minute lunch period, without pay; except that a thirty (30) minute lunch period, without pay, may be attained by the mutual written agreement of the employee and the Employer.
- 233 1. The time of the lunch period shall be determined by the Employer.
- 234 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.
- 235 B. **SHIFT PREMIUMS**
- 236 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.
- 237 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 forty cents (\$.40) per hour.

238 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 fifty cents (\$.50) per hour.

239 4. An employee who may work a split shift shall receive the appropriate shift premium for the portion of the shift starting during the afternoon or evening shift.

240 C. WORK WEEK

241 Except for part-time employees, the regular work week shall consist of five (5) consecutive working days, for a total 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 work week. This provision shall in no way be construed as guarantee of work or pay. Current work weeks of employees may be changed by the Employer for reasonable business justification and, except for emergency situations, the Employer shall give at least three (3) days prior notice to the Union. Any dispute as to whether such a change in work weeks is consistent with this provision shall be subject to the Grievance Procedure. In the assignment of employees to any new or revised work week, preference shall be granted to senior employee(s) within the classification and department or sub-unit thereof, whose regular work is interchangeable and affected by such work week change. At the discretion of the University, departments may establish a 'four day, 10 hour day' work week. Employee's may then volunteer to work such schedule, but may not revert back to a 'five day, 8 hour day' work week before sixty (60) working days without Management's approval.

242 D. OVERTIME

243 1. Employees 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 times their regular hourly rate or receive compensatory time at the rate of one and one-half hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

244 2. Overtime on a "four day, 10 hour day" work schedule will commence after the 10th hour worked in a day. It is not the intent of the parties that an employee on a "four day, 10 hour day" work schedule will receive more than forty (40) hours straight time pay in any one work week. Therefore, holiday pay, sick pay, bereavement, and annual leave will be adjusted accordingly.

- 245 3. Overtime shall be assigned at the discretion of the Employer.
- 246 4. If the rotation of overtime assignments among individuals in the same classification, assignment, pay grade and job location would not interfere, impede, or delay the completion of the Employer's work or result in an inferior work product, such overtime assignments within the bargaining unit shall be rotated on a seniority basis.
- 247 5. For the purposes of computing overtime pay or compensatory time off under Article XXIII.D.1. above, a paid holiday, paid sick day, paid personal day or paid vacation day shall be considered as time worked.
- 248 6. Where it is practical to do so, the University agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
- 249 7. An employee with an accrued compensatory time balance of 80 hours shall not be compensated with additional compensatory time for approved overtime work until such time as said accrued compensatory time balance is reduced below 80 hours. All approved overtime work for employees with an accrued compensatory time balance of 80 hours shall be paid as overtime, at the applicable overtime rate of pay.
- 250 E. CALL-IN PAY
- 251 An employee reporting for emergency duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his or her regular work period, shall be guaranteed at least three (3) hours work at the rate of time and one-half.

ARTICLE XXIV UNSCHEDULED CLOSDOWNS

- 252 When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other cause beyond its control, employees instructed not to report for work shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown or three (3) work days whichever is less, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.
- 253 In the event of a temporary closing and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected

employees by 6:00 a.m. through the following media:

EMU Newslite
EMU Department of Public Safety
EMU Switchboard
WEMU-FM – 89.1

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

CKLW
WJR
WAAM

ARTICLE XXV LEAVE OF ABSENCE

255 A. LEAVE OF ABSENCE FOR PERSONAL REASONS

- 256 Seniority employees requesting a leave of absence for personal reasons shall make application in writing through their department head to the Director of Employment, or his or her designee. Leaves may be granted for valid personal reasons but not for the purpose of obtaining or maintaining employment elsewhere. Such leave of absence, without pay, may be granted at the convenience of the University to an employee for not more than three (3) months. A leave of absence as herein provided may be extended with the approval of the University but in no case shall the period of the 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 for a period not to exceed ninety (90) days during a 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.

257 B. MEDICAL LEAVE OF ABSENCE

- 258 A seniority employee unable to work because of sickness or injury shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all right to paid sick leave, provided appropriate requested medical information is provided. Maternity disabilities shall be considered medical disabilities for purposes of this provision.

- 259 To clarify the amount of time that shall be due any leave of absence for medical purposes, including maternity disability, EMU and UAW Local 1975 hereby reaffirm and make clear their intent that medical leaves of absence shall only be granted for such periods of time, not

to exceed the three (3) month incremental limit provided above, that an employee is medically unable to work. By way of illustration but not by way of limitation, an employee granted a Medical Leave of Absence for maternity disability shall be granted an initial medical leave commencing with the date that a physician verifies that the employee is no longer able to work and extending from the date of birth for the six (6) week period normally associated with the birth of a child. Medical complications that may require an extension of such leave beyond the six (6) week period shall be deemed appropriate grounds for extension provided the employee furnishes timely medical documentation prior to the expiration of a Medical Leave of such need to the Director of Employment.

260 The Employer shall require such medical information as is appropriate to evaluate a request for Medical Leave of Absence or extension of a Medical Leave of Absence.

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

262 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 through the Director of Employment. Such a leave may be extended for one (1) additional year in increments not to exceed three (3) months. However, seniority shall not accumulate beyond the first two (2) years of such a leave.

263 The University shall also require such medical information as is appropriate to certify an employee's ability to return to work following a Leave of Absence due to medical disability. See Article XXVI. below for provisions governing return to work from a Medical Leave of Absence.

264 C. UNION LEAVE

265 Any employee elected to a permanent office in, or as a delegate or appointed to, any labor activity necessitating a leave of absence without pay, may request such a leave provided written notice of such leave, giving the length of the leave, shall be made to the Director of Employment, or his/her designee, as far in advance as possible but in no event later than twenty (20) working days prior to the day such leave is to become effective. Such leaves so requested must be made in writing to the University by the Director of Region 1-A, and shall be granted by the University for up to two (2) years. Such leaves shall be extended provided written notice of request for extension is made as far in advance as possible but in no event later than twenty (20)

working days prior to the day such leave is to become effective. Seniority shall accumulate during such leaves. See Article XXVI. below for provisions governing return to work from a Union Leave of Absence.

266 D. LEAVE OF ABSENCE FOR PUBLIC OFFICE

267 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 (1st) term of active service in such elective office. An extension of such a leave of absence for service in elective public office may be granted by the University upon written application by the Employee. Seniority shall accumulate during such a leave, not to exceed the employee's seniority at the time the leave begins, or two (2) years whichever is less.

268 Such request must be no less than thirty (30) days in advance in writing to the Director of Employment, or his/her designee. Exceptions may be made when it is not possible for such advance notice to be given.

269 E. CHILD CARE LEAVE

270 Immediately following and continuous with a period of medical disability associated with the birth of an employee's child, or immediately 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 in accordance with the Personal Leave provision, provided the employee has exhausted his/her accrued vacation time.

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

272 Recognizing that child care is shared by both parents, it is explicitly noted that this section of the Agreement as all others, applies to both women and men. See Article XXV.J. below for provisions governing return to work from a Child Care Leave.

273 F. LEAVES OF ABSENCE FOR MILITARY SERVICE

274 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 Employment, or his/her designee, for the leave to begin up to thirty

(30) days prior to the induction date. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be returned from leave as provided in Article XIV.SENIORITY, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In that event, he/she will be offered such employment in line with his/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/she meets the requirements.

275 As used in this paragraph, "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. See Article XXVI. below for provisions governing return to work from a Military Leave of Absence.

276 G. MILITARY RESERVE LEAVE

277 1. Annual Training Duty Leave

278 Upon prior written request, 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 active duty for an annual training period shall be granted a Leave of Absence for the duration of that training period.

279 2. Emergency Duty Leave

280 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 leave.

281 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.

282 4. The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) working days. See Article XXVI. below for provisions governing return to work from Reservist Duty Leave.

283 H. EDUCATIONAL LEAVE

284 An employee with at least one (1) year of seniority who is eligible for a Leave of Absence pursuant to the provisions of Article XXV.6. below 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 if the employee, upon his/her return to work, provides the Employer with appropriate validation of the satisfactory completion of those educational endeavors set forth in the employee's request for such leave. Departmental recommendations regarding Educational Leave Requests shall be provided the employee within five (5) working days of the submission of such request. See Article XXV.J. below for provisions governing return to work from an Education Leave of Absence.

285 The Tuition Waiver Program provided in Article XXVII.MISCELLA-
286 NEOUS shall be made available to those employees granted an
Education Leave, subject to the following conditions:

- 286 1. The employee shall have completed one (1) year of regular serv-
ice prior to the first day of classes of the term or semester for
which he/she plans to register.
- 287 2. The employee shall have completed at least one (1) year of reg-
ular service since a previous Educational Leave.
- 288 3. The employee shall register for a credit hour load sufficient to
qualify as a full-time student as provided by University Policy.
- 289 4. The employee shall return to regular service with the Employer
for a time equal to that portion of an Educational Leave during
which Tuition Waiver is provided or he/she shall reimburse to the
University an amount equal to the cost of all Tuition Waiver ben-
efits provided unless this obligation is specifically waived by the
Executive Director of Human Resources or his/her designee. In
cases of death, accident or illness causing the employee to be
unable to return, this obligation shall be waived.
- 290 5. To assure prompt reimbursement of all amounts paid by the
University for tuition assistance benefits forfeited by the
employee, the employee shall authorize the University to collect
such amounts through deductions from his or her pay in amounts
not to exceed twenty-five percent (25%) of the gross amount of
each bi-weekly paycheck (unless the employee is terminating, in
which case the entire amount may be deducted) or other appro-
priate means.

291 I. RETURN TO ACTIVE EMPLOYMENT FROM MILITARY,
UNION, AND MEDICAL LEAVES

- 292 1. At the conclusion of a Medical, Union, or Military Leave of
Absence, an employee eligible to return will be placed in the

employee's former position if the Employer determines a need to fill the position and the position is vacant, or if a temporary employee is filling such a position.

- 293 2. If the employee returning from a medical, union, or military leave is not able to return to their position as provided above, the employee may exercise his or her seniority rights in accordance with the procedure provided for in Article XV.
- 294 3. In cases where a leave is not for a fixed period of time, the employee must notify the University in writing at least twenty (20) working days prior to his/her 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.
- 295 4. Employees who request to return prior to the expiration of a fixed Leave of Absence must notify the University, in writing, at least twenty (20) working 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.

296 J. RETURN TO ACTIVE EMPLOYMENT FROM OTHER LEAVES OF ABSENCE

- 297 1. At the conclusion of a leave of absence, an employee granted a leave of absence from the effective date of this Agreement forward who is eligible to return to work may bid on vacant Bargaining Unit positions and shall be given consideration for posted positions as provided in Article XVI Regular Job Vacancies.
- 298 2. Employees who request to return prior to the expiration of a fixed leave of absence must notify the University, in writing, at least twenty (20) working days in advance of such requested date of return. If such notice is given, the employee's bid request provided in 4 below shall be activated within seven (7) calendar days from the requested date of return.
- 299 3. Employees who intend to return to work at the expiration of a fixed leave of absence must notify the Director of Employment and the Director of Employee Relations at least twenty (20) working days in advance of the expiration of such leave. If such notice is given, the employee's bid request provided in 4 below shall be activated nineteen (19) working days prior to the expiration of the leave. If notice as provided herein is not given, the University shall have no obligation to place the employee and he/she shall lose all seniority rights in the bargaining unit. In

proper cases, exceptions may be made by the Director of Employee Relations.

- 300 4. At the time an employee is granted a Leave of Absence other than Medical, Union, or Military, he/she shall provide the Director of Employment such information as is necessary for job bidding purposes (e.g., skills, seniority date, etc.). When the employee is eligible to return to work the University shall include in any pool of applicants for positions in the employee's classification and pay grade, a job bidding form for the employee and he/she shall be placed on an extended Personal Leave of Absence for such period of time as is necessary to find placement, not to extend beyond the employee's seniority at the initial commencement of his/her leave or one (1) year, whichever is less.
- 301 5. Upon written request to the Director of Employment, an employee returning from a Leave of Absence under this provision shall be provided with a listing of those job pools in which his/her job bid form was included. Such requests shall not be made more frequently than every thirty (30) days.
- 302 6. Employees offered placement under this procedure shall have no right of refusal of any job offer in their classification and pay grade. Exceptions may be granted by the Director of Employee Relations or his/her designee.
- 303 7. Job bids for vacant positions in a different classification series or pay grade than that held by the employee at the initial date of leave of absence became effective may be initiated by the employee desiring to return to work; however, such bidding shall be at his/her sole responsibility.

304 K. REQUEST FOR EXTENSION OF LEAVE

305 Except as provided herein above, to be given consideration for an extension of an approved leave of absence the employee must notify the Director of Employment or his/her designee not less than twenty (20) work days prior to the expiration of the leave.

306 L. LEAVE OF ABSENCE LIMITATIONS

307 To be eligible for a subsequent leave of absence, except Medical, Union, or Military leaves, a bargaining unit member shall have one (1) year of continuous service at the University since a previous leave. Under unusual circumstances, the requirement of one (1) year's continuous service may be waived by the Director of Employee Relations or his/her designee.

308 M. FAMILY AND MEDICAL LEAVE ACT

- 309 1. Effective February 5, 1994, an employee who has been employed by the University 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) weeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
- 310 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 XXVI (J) of the current Collective Bargaining Agreement (hereinafter, "Agreement") between the University and the Union shall be used in lieu of the unpaid FMLA leave.);
- 311 b. For the placement of a child with the employee for adoption or foster care;
- 312 c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
- 313 d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
- 314 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. In any fiscal year, an eligible employee shall accrue up to, but not more than, 90 days total seniority for any combination of FMLA and personal leaves of absence taken.
- 315 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 to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

- 316
4. During the period of an FMLA leave, the Employer shall maintain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs 1(c), or 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.
- 317
5. If the requested leave is:
- 318
- a. for the birth/care of a child or the placement of a child for adoption or foster care, the employee must first use sick leave available under the provisions of Article XXVI (J). Upon exhaustion of such paid leave, any remaining portion of the twelve (12) workweeks of FMLA leave shall be unpaid.
- 319
- b. to care for a spouse, child, or parent who has a serious health condition, for each such "incident," the employee is first required to use sixteen (16) hours of his/her available sick leave under the provisions of Article XXVI (J). Thereafter, the employee may elect to use some or all of any remaining paid leave available under the provisions of Article XXVI (I) and Article XXVI (J), or available compensatory time off accrued under the provisions of Article XXIII (D) (1) of the current Agreement between the Employer and the Union. Upon exhaustion of such paid leave, any portion of the remaining twelve (12) workweeks of FMLA leave shall be unpaid.
- 320
6. Eligibility to a leave under Paragraph 1 (c) or 1 (b), above, expires at the end of the 12 month period which began with the birth or placement of a son or daughter.
- 321
7. Spouses, both 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.

- 322 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.
- 323 9. An eligible employee who foresees the need for a leave of absence due to planned medical treatment of 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.
- 324 10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 325 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 his/her position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the Employer a health care provider's certification or such recertifications 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 his/her health care provider that the employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 326 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 1(c) or 1(d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 327 13. A leave taken under paragraph 1(a) or 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 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.

- 328 14. The provision of paragraphs 1 through 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 provision of the current Agreement between the Employer and the Union are in violation of the act, the language of the Act prevails. The FMLA provisions do not impair the rights granted under other provisions of the Agreement.

ARTICLE XXVI COMPENSATION

329 A. WAGES

- 330 1. The salary schedules set forth in APPENDIX A of this Agreement are minimum and maximum salary schedules and shall continue in full force and effect unless otherwise modified by the University's Compensation Office.

- 331 2. 2003-04 Wage Adjustment

332 Effective July 1, 2003, all current members of the bargaining unit on the active payroll as of June 30, 2003, and who remain on the active payroll as of the date of ratification by the parties, shall receive a 2% base wage increase. Accordingly, the minimum and maximum pay range rates as provided for in Appendix A shall be increased by 2%.

- 333 3. 2004-05 Wage Adjustment

334 2004-05 wage reopener only: Effective July 1, 2004 all members of the bargaining unit on the active payroll as of June 30, 2004, shall receive a minimum base wage increase of 2%. Accordingly, the maximum pay range rate as provided for in Appendix A shall be increased by a minimum of 2%.

- 335 4. 2005-06 Wage Adjustment

336 2005-06 wage reopener. Effective July 1, 2005 all members of

the bargaining unit on the active payroll as of June 30, 2005 shall receive a minimum base wage increase of 2%. Accordingly, the minimum and maximum pay range rates as provided for in Appendix A shall be increased by a minimum of 2%.

- 337 5. Eligible members of the bargaining unit shall receive an additional base wage adjustment based upon the following schedule:

Years completed in Grade as of July 1, 2005	% Increase
1 but less than 2	.5
2 but less than 3	1.0
3 but less than 4	1.5
4 or more	2.0

- 338 6. 2006-07 Wage Adjustment

339 2006-07 wage reopener. Effective July 1, 2006 all members of the bargaining unit on the active payroll as of June 30, 2006 shall receive a minimum base wage increase of 2%. Accordingly, the minimum and maximum pay range rates as provided for in Appendix A shall be increased by a minimum of 2%.

- 340 7. 2006-07 Lump Sum Payment.

341 Each member of the bargaining unit on the active payroll as of June 30, 2006 shall receive a one time lump sum payment equal to 2% of his/her annual salary to be paid as soon as administratively possible on or after July 1, 2006. Members of the bargaining unit on probation shall become eligible for the 2% lump sum payment upon successful completion of the probationary period.

- 342 8. Discretionary Wage Adjustments

343 Commencing upon approval of the Board of Regents, University management shall have the sole and exclusive right to further increase the base wage rate of any employee(s) within the Bargaining Unit, and that the exercise of that right and opportunity, or the failure to exercise same, and the use of judgment and discretion in connection therewith, shall not be subjected to and is excluded from the provisions of Article X Grievance Procedure of the Collective Bargaining Agreement. Factors in determining pay rate increases may include retention, work performance and increased work responsibilities. Employees must have a minimum of three (3) years seniority at the University to be eligible for a discretionary wage adjustment. Base wage increases shall not exceed the maximum pay rate of the employee's current pay grade. Employees at the maximum pay rate shall receive payment in a lump sum.

- 344 9. Wages paid pursuant to this Agreement shall be paid only for
time worked.
- 345 10. Following the adjustments provided herein above, the salary of
any employee that is below the applicable minimum levels set
forth in APPENDIX A shall be adjusted accordingly.
- 346 11. Following the adjustments provided in APPENDIX A, if an
employee's new salary is above the applicable maximum, then
that portion of the scheduled increase resulting in a salary that is
up to, but not over, the maximum will be incorporated in the
employee's base salary. The remainder of the increase, if any,
will be treated as a bonus, and will be pro-rated and paid with the
regular bi-weekly pay. If the University elects to modify the
salary ranges, and thereby increases the applicable range maxi-
mums, maximum base salary ranges affected by this section shall
be adjusted accordingly on a prospective basis, but in no case to
a level that is more than the then-applicable pay grade maximum.
- 347 B. SALARY ADJUSTMENTS FOR PROMOTION AND TRANSFER
- 348 1. An employee who is promoted to a classification in a higher pay
grade shall, upon promotion, have his/her base salary increased
by the greater of five percent (5%) or an increase to the mini-
mum of the new pay range.
- 349 2. If an employee is transferred to another classification in the same
pay grade, his/her salary shall remain the same.
- 350 3. If an employee is transferred for any reason to another classifi-
cation in a lower pay grade (including a transfer resulting from a
reduction in work force or as a result of the job-bidding proce-
dure) his/her salary shall be reduced by five percent (5%) or to
the mid-point of the salary range set forth for that classification
and pay grade, whichever results in the greater reduction in
salary.
- 351 4. An employee who is temporarily transferred and assigned by the
Employer for a period of eleven (11) consecutive work days or
greater, to perform the duties of a classification in a higher pay
grade than the classification to which they are regularly assigned
shall, as of the eleventh consecutive day so worked in such tem-
porary transfer and assignment, receive an increase of five per-
cent (5%) of his/her regular base salary or the minimum rate set
forth for such higher classification and pay grade, whichever is
greater retroactive to the first day worked in such assignment.
An employee who is temporarily transferred and assigned by the
Employer to perform the duties of a classification in a lower pay

grade shall receive his/her regular salary for such work.

352 C. LONGEVITY PAY

- 353 1. All eligible employees covered by this Agreement who are on the Employer's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with the Employer according to the following rules and schedule of payment. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, as of their anniversary date.
- 354 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.
- 355 3. For the 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
- 356 Employees shall not suffer a 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.
- 357 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.
- 358 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 Article XXVI.C.1., 2, and 3 (above) as of his or her anniversary date as set forth in Article XXVI.C.6. below.
- 359 5. Longevity payments shall be due in the pay period in which the eligible employee's anniversary date falls.

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

CONTINUOUS SERVICE	ANNUAL LONGEVITY PAY
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

361 D. HOSPITALIZATION – GROUP MEDICAL BENEFITS

- 362 1. The University shall provide and maintain the Blue Cross/Blue Shield Community Blue PPO (Preferred Provider 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 one (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 91st day of employment. Comprehensive group medical benefits plan may be substituted for the above, subject to the Union's approval, whose approval shall not be unreasonably withheld.
- 363 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 University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 or over.
- 364 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) calen-

dar days of the commencement of his/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/she enrolls and makes proper application during an open enrollment period.

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4. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his/her spouse or domestic partner, 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. Effective July 1, 2005, all new hire employees are required to contribute a flat rate amount equal to ten percent (10%) of the Blue Cross/Blue Shield Community Blue PPO illustrative rate dependent upon the level of coverage (single, two persons, or family) determined at the yearly renewal. Effective July 1, 2006, the rate will increase by 10% of the previous year's contribution rate based upon the level of coverage (single, two persons, or family) This provision is dependent upon a comparable sized, either bargained for or non-bargained for employee group or segment thereof, contributing first.

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

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6. The University shall pay the aforementioned cost for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In such medical leave situations the employee will be responsible for his or her benefits costs for those months following the first three (3) months that he/she is off the payroll because of such leave, except in those instances where an employee is injured on-the-job and is receiving workers' compensation, in which case, medical benefits shall continue until the employee no longer qualifies for workers' compensation wages, or he/she terminates, whichever is sooner. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his/her benefits costs for the period that he/she is no longer on the active payroll. Employees hired on or after July 1, 2005 will be respon-

sible for their portion of the health care costs while they are off the payroll for a medical leave of absence.

- 368 7. Consolidated Omnibus Budget Reconciliation Act of 1985
369 (COBRA) allows extended health and dental coverage to be
 made available in the following situations.
- 370 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;
- 371 b. to surviving spouses and dependents upon the death of an
 employee;
- 372 c. to spouses and dependent children in the event of a divorce;
- 373 d. to dependent children who exceed the plan's age limita-
 tions;
- 374 e. to the spouses and dependents of employees who become
 eligible for Medicare coverage.

375 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 102
 percent of the group contract rate.

- 376 8. 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 University's ben-
 efits payment obligation terminates as provided in Article
 XXVI.D.6. above. Employees electing to continue such benefits
 shall pay the full cost of such continued benefits. Proper appli-
 cation and arrangements for the payment of such continued ben-
 efits must be made in the Benefits Office prior to the com-
 mencement 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 his/her layoff or unpaid leave of absence as indicated in
 Article XXVI.D.10. below.

377 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.

- 377 9. The cost of medical benefits for eligible dependents in the fol-
378 lowing categories shall be paid in full by the employee:
- 379 a. Eligible dependent children between the ages of nineteen
(19) and twenty-five (25). Employees are required to pro-
vide annual certification of eligible dependents' dependent
status, as such status is defined by the University.
- 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.
- 380 10. An employee's medical benefits plan shall terminate on the date
that he or she terminates, is laid off, the medical benefits plan
terminates, or the employee goes on an unpaid leave of absence,
except as otherwise provided in Article XXVI.D.6. and 8. above.
For employees who retire, coverage terminates at the end of the
month in which they retire.
- 381 11. A seniority employee may elect to waive coverage under the
above described health care plans, provided he/she makes prop-
er application to the Benefits Office, showing evidence of cov-
erage elsewhere than through the University's plan. Employees
for who the waiver is granted shall receive \$85 per month which
shall be prorated and paid with the regular 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 or during the open
enrollment period.
- 382 12. Eastern Michigan 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 the medical and
dependent care expenses. The annual enrollment fee for this pro-
gram shall be paid by the University.
- 383 E. GROUP LIFE AND ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE
- 384 1. The University shall provide and maintain life insurance in an
amount equal to an employee's annual salary, rounded up to the
nearest one thousand dollars (\$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 comple-
tion of his or her ninety-first (91st) calendar day of actual work.

Commencing with the month following completion of one (1) year of benefits as above provided, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest one thousand dollars (\$1,000) times two (2), and accidental death and dismemberment insurance in an equal amount. 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.

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

Examples of Salary Levels	Less Than One (1) Year of Service	One (1) Year of Service	Age 65 and Over
10,001-11,000	11,000	22,000	14,300
11,001-12,000	12,000	24,000	15,600
12,001-13,000	13,000	26,000	16,900
13,001-14,000	14,000	28,000	18,200
14,001-15,000	15,000	30,000	19,500
15,001-16,000	16,000	32,000	20,800
16,001-17,000	17,000	34,000	22,100

386 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/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/she makes proper application with the Benefits Office.

387 3. Provided proper application and enrollment is made by an employee the University agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in Article XXVI.D.6. above for the payment of group medical benefit costs.

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

- 389
5. Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. However, when an employee terminates his/her employment with the University he or she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his/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 insured, 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/she had independently applied for an individual benefits plan at that time.
- 390
6. Employees laid off or on an 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 Article XXVI.D.6. and 8. for the continuation of group medical benefits.

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F. DENTAL CARE EXPENSE BENEFITS

- 392
1. The University shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the ninety-first (91st) day of employment. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

Benefits	Dental Care Plan Pays	Employee Pays
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	75%	25%
Restorative ¹	75%	25%
Periodontics ¹	75%	25%
Endodontics ¹	75%	25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%
Maximum Contract Benefit		

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

²Lifetime benefit of \$1,500.00 per person.

- 393 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/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/she enrolls and makes proper application with the Benefits Office. Employees are required to provide annual certification of eligible dependent's status, as such status is defined by the University.
- 394 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his/her spouse, 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 Article XXVI.D.6. and 8. above for the payment of group medical benefit costs.
- 395 4. 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 Article XXVI.D.6. and 8. above for the continuation of group medical benefits.
- 396 5. An employee's dental care expense benefits plan shall terminate on the date that he/she terminates, is laid off, the dental care expense benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in Article XXVI.D.6. and 8. above. For employees who retire, coverage terminates at the end of the month in which they retire.
- 397 G. SHORT TERM DISABILITY PROGRAMS
- 398 1. The University agrees to provide and maintain an optional Short Term Disability Insurance coverage for each employee regularly assigned to work twenty hours (20) or more per week, commencing on the 121st calendar day of regular employment. Such benefits shall be equal to sixty-six and two-thirds (66 2/3%) of the employee's regular weekly salary up to a maximum benefit of three-hundred (\$300) dollars per week. Benefits shall begin on the thirtieth (30) day of disability for an applicable illness or accident and may continue up to a maximum of thirteen (13) weeks.
- 399 2. Employees must use applicable sick and annual leave days within the first thirty (30) days waiting period. Employees may not

receive sick leave benefits under the Employer's Sick Leave program while receiving Short Term Disability Insurance benefits.

- 400 3. To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until the University's annual open enrollment period for Health Care. The effective date for coverage will coincide with that of the Open Enrollment Effective Date.
- 401 4. The Employer agrees to contribute five (\$5) dollars per employee per month to the cost of providing short-term disability insurance coverage for each employee, regularly assigned to work twenty (20) hours or more per week, who elects the Short-Term Disability Insurance Benefit within the first thirty (30) days of employment. The employee shall contribute the remaining amount of the monthly cost of such insurance coverage, which shall be deducted from his/her pay.
- 402 5. The specific terms and conditions of the insurance company shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.
- 403 6. 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.
- 404 7. Short-Term Disability Insurance Coverage shall terminate on the date that an employee terminates, is laid off, goes on a leave of absence, retires, or the short-term disability insurance plan terminates.

405 H. LONG-TERM DISABILITY BENEFITS

- 406 1. The University agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following completion of an employee's ninetieth (90th) calendar day 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 seven-thousand dollars (\$7000) per month (applies to disabilities commencing on or after March 16, 2004), and shall begin on the

ninety-first (91st) day of 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 XXVI.J. below.

- 407 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/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.
- 408 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost of maintaining the above described benefits plan subject to the same rules set forth in Article XXVI.D.6. and 8. for the payment of group medical benefit costs.
- 409 4. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in base salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- 410 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.

411 I. HOLIDAYS

- 412 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 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.

- 413 2. Any of the above holidays which fall on a Saturday or Sunday shall be observed 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.
- 414 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, or is on vacation leave; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for that 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, or was previously excused. If a holiday falls on an employee's regularly scheduled day off, the employee will be given a different day off, to be taken at the discretion of the Employer. Such day must be taken within a thirty (30) day period, commencing ten (10) days prior to the actual holiday date and ending twenty (20) days after the actual holiday date.
- 415 4. 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.
- 416 5. Employees required to work on a day celebrated as a holiday shall be paid time and one-half their regular straight time rate for all hours worked on such holiday or at the employee's option, compensatory time off at the rate of time and one-half in lieu of pay at the rate of time and one-half. An employee who elects the option of such compensatory time off must notify his/her supervisor by the end of the payroll period in which the holiday was celebrated.
- 417 J. VACATION
- 418 Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:
- 419 1. 3.6924 hours every two (2) week period for the first twelve (12) months of continuous service (12 days per year).
- 420 2. 4.6154 hours every two (2) week period for the thirteenth (13th) month through the ninety-sixth (96th) month of continuous service (15 days per year – 2nd through 8th year).

- 421 3. 5.5385 hours every two (2) week period of continuous service for the ninety-seventh (97th) month and for any month of continuous service through the one-hundred-thirty-second (132nd) month of continuous service (18 days per year – 9th through 11th year).
- 422 4. 6.1539 hours every two (2) week period for the one-hundred-thirty-third (133rd) month and for any month of continuous service thereafter (20 days per year – 12th year and over).
- 423 5. Part-time employees shall accumulate prorated vacation time as provided in Article XXVI. I.1.2.3., and 4. above, based on the ratio of the number of hours regularly worked and forty (40) hours.
- 424 6. For the 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 (e.g., paid vacation days, paid sick days, paid holidays) for more than fifty percent (50%) of his or her regularly scheduled work days (based on the University's payroll system).
- 425 7. If an employee is terminated prior to completing twelve (12) months of continuous service, he/she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee however, may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he/she shall sign a form provided by the Employer stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he/she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his/her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his/her termination.
- 426 8. 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/she regularly works and will be computed on the basis of the rate of pay he/she is earning, excluding any shift premiums, at the time he/she takes his/her vacation.
- 427 9. Vacation pay will be paid to the employee on the regular pay day for the period during which the employee has taken his/her vacation.

- 428 10. All vacations 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
the following June 30th of each year. Any vacation rights
accrued as of June 30th of each year must be taken during the
vacation period immediately following and any employee who
fails to take his/her vacation within that period shall forfeit all
rights to such vacation time with the following exceptions:
- 429 a. If an employee is unable to take his/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, subject
to appropriate written approval as may be required by the
University, and such unused vacation time must be taken
during the next vacation period.
- 430 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 or she has earned at any time during the
year in which it is accruing.
- 431 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. In the event
two (2) or more employees request to take their vacation at
the same time and the Employer determines that it cannot
honor all such requests, the senior employee(s) shall be
given preference, provided such senior employee(s) could
otherwise be scheduled for vacation in accordance with the
above.
- 432 K. SICK LEAVE
- 433 1. All employees are entitled to sick leave benefits on the basis of
four (4.0) hours for each completed two (2) weeks of service or
major fraction thereof, up to a maximum of sixteen-hundred
(1,600) hours, provided that at no time shall the accumulation for
any one (1) calendar year exceed one-hundred and four (104)
hours, or the total accumulation exceed sixteen-hundred (1,600)
hours. Part-time employees shall accrue sick leave benefits pro-
rated, based on the ratio of the number of hours regularly worked
and forty (40) hours.
- 434 2. Working day, for purposes of this section, shall be interpreted to
mean any day of the week, provided such day is a scheduled
working day for the employee. A work week shall be interpret-

ed to mean any five (5) days of a regular week.

- 435 3. Employees shall be eligible for sick leave in accordance with the
provisions of this Article after completion of ninety (90) days of
employment.
- 436 4. All employees will continue to accrue four (4.0) hours of sick
leave credit every two (2) weeks as long as they are on the pay-
roll even though they are absent from duty because of illness or
injury. Employees on leave of absence without pay will not
receive any sick leave credit during such leave.
- 437 5. When an employee who has been separated from the University
returns, his/her previous unused sick leave allowance shall be
placed to his/her credit upon completion of probation following
their most recent date of hire.
- 438 6. All employees may use their sick leave credit in any month of the
year in which they are scheduled to be on the payroll, but only
for the number of working days in such month for which they are
scheduled to receive remuneration.
- 439 7. An employee may not use sick leave and concurrently receive
benefits from a University authorized disability insurance plan.
- 440 8. All absences of employees due to illness or injury will be debit-
ed against the employee's record regardless of whether or not his
department absorbs the work or the institution provides a substi-
tute. Absences chargeable to sick leave for any other reason will
be considered on the basis of merit by the Director of
Employment.
- 441 9. If an employee elects to use his/her sick leave while off duty
because of a compensable accident or injury (one covered by
Workers' Compensation) and receive his/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/her regular earnings and
his/her compensation benefits for each pay period.
- 442 10. Each employee, upon returning to work after any absence which
is chargeable to sick leave benefits, may be required to file with
the Employment Office either a physician's statement or a sworn
affidavit that the claim of absence for any of the reasons stated
above is bona fide. Until such statement is filed, if requested, all
absences will be considered as lost time and the employee's pay
will be reduced accordingly.

- 443 11. Whenever an employee has used up all of his/her sick leave credit, he/she will be removed from the payroll until he/she reports back to duty. In those instances where an unpaid absence from work exceeds three (3) days, the employee must secure a leave of absence under the Leaves of Absence provisions of Article XXV prior to the expiration of the three (3) days of unpaid absences. In proper cases, this requirement may be waived by the Director of Employee Relations or his/her designee.
- 444 12. 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:
- 445 a. Such use will be limited to twenty-four (24) hours for any particular incident of illness or injury and to a maximum of seventy-two (72) hours in any fiscal year.
- 446 b. "Immediate Family" for the purpose of this policy shall be interpreted as husband, wife, domestic partner, father, mother, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, children of a spouse, step-parents, grandchildren, and grandparents.
- 447 13. The sick leave record shall be credited with earned sick leave credit bi-weekly and debited periodically as sick leave benefits are used.
- 448 14. Upon approval of the supervisor, employees are allowed to use up to four (4) earned sick leave days each fiscal year for personal use.

449 L. RETIREMENT AND DEATH BENEFITS

450 1. Retirement Benefits

451 a. PLAN TYPE – MPSERS

452 The University shall provide and maintain retirement benefits under the Michigan Public School Employees Retirement System (MPSERS) in accordance with the provisions and statutes creating said plan, for each employee regularly assigned to work twenty (20) or more hours per week who was hired prior to January 1, 1996, and for an employee who was hired after January 1, 1996, who has prior MPSERS 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.

1. University Contribution

The University shall contribute the amount specified annually by the State of Michigan for each employee participating in the above-mentioned retirement program.

Bargaining Unit employees currently enrolled in MPSERS will continue to participate in MPSERS in accordance with the policies and plan rules established by the State of Michigan.

For bargaining unit employees hired by the University on and after January 1, 1996 who are not eligible to participate in MPSERS, the University offers the following retirement plan option:

b. PLAN TYPE – Defined Contribution; VENDOR – TIAA-CREF

ELIGIBILITY – Employees regularly assigned and scheduled to work at least twenty (20) hours per week may enroll in the TIAA-CREF Plan within thirty (30) calendar days of the commencement of their employment with the University. Any employee, who does not complete their enrollment form election within this time period, may thereafter enroll by completing an enrollment application in the Benefits Office. Retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive to the date of hire. Once an employee has been so enrolled such enrollment shall be irrevocable.

1. Contributions:

The University shall contribute eight percent (8%) of an employees gross earnings to the TIAA-CREF Retirement Plan for those employees participating in said plan.

In addition, the employee may elect to contribute to an optional 403 (b) and/or 457 (b) supplemental retirement savings plan up to the yearly maximum determined by the IRS. Information and enrollment is available in the Benefits Office.

- 462 VESTING – Employee and University contributions vest immediately. Credit for service acquired with the University, but outside the bargaining unit, will be allowed, provided there has been no break in service caused by termination.
- 463 RETIREMENT AGE – Normal retirement will be at age 60, with 10 or more years' service, or at any age with thirty (30) or more years' service, or as provided in the plan, or as may be agreed upon by the University and the Union consistent with the applicable collective bargaining agreement, or as may be established by Employer policy.
- 464 c. Payment of Unused Sick Leave Benefits
- 465 An employee who separates from University employment for retirement purposes in accordance with the provisions of the Michigan Public Schools Employees Retirement System or any other approved pension plan sponsored by the University [and with ten (10) or more years of service at EMU and who is over age fifty (50) on his or her date of separation] shall be paid for fifty percent (50%) of his or her unused sick leave, if any, as provided in Article XXVI.K.1., 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.
- 466 d. Life Insurance
- 467 If an employee is over age fifty (50) and has ten (10) or more years of service at the University at the time he or she retires, he or she shall be entitled to a lifetime benefit as follows: date of retirement is on or after 9/1/1985 but before 9/20/94 are entitled to a lifetime benefit of three thousand (\$3000) dollars; date of retirement is on or after 9/20/1994 and before 9/19/2000 are entitled to a lifetime benefit of \$4,000; date of retirement is on or after 9/19/2000 and before 3/16/2004 are entitled to a lifetime benefit of \$5000; date of retirement is on or after 3/16/2004 are entitled to a lifetime benefit of \$7000.
- 468 2. Death Benefits
- 469 a. Payment of Unused Sick Leave Benefits
- 470 In the case of the death of an employee, payment of fifty percent (50%) of his or her unused Sick Leave, if any, as provided in Article XXVI.K.1. shall be made to the em-

- 481 1. The three (3) regularly scheduled workdays between the
Christmas and New Year's holidays are designated as
Christmas/New Year Season days.
- 482 2. An employee who is required by the University to work on a
Christmas/New Year Season Day as designated in Article
XXVI.P. above, will be paid for time worked at the employee's
regular hourly straight time rate plus shift premium, if applica-
ble. In addition, for each one (1) hour worked by an employee,
the University shall add one (1) hour to the employee's vacation
accrual which thereafter shall be subject to the provisions of
Section I. VACATION, of the parties' Collective Bargaining
Agreement, dated September 1977, as amended.
- 483 3. For each Christmas/New Year Season Day an employee is not
scheduled or otherwise required by the University to work, such
employee shall receive his/her regular hourly rate of pay, exclu-
sive of shift premium, for the number of hours the employee
would be regularly scheduled to work [not to exceed eight (8)
hours] on the day on which the Christmas/New Year Season Day
is observed, provided the employee meets the following eligibil-
ity requirements:
- 484 a. The employee must work the last scheduled work day
before and the next scheduled work day after the day of
observance of the Christmas/New Year Season Day, unless
the employee's absence has been previously approved by the
employee's department head or, in cases where approval is
not sought and obtained in advance from the department
head, is caused by such employee having been hospitalized
due to accident, injury or other similar and verifiable situa-
tions of extreme personal circumstance.
- 485 b. The employee must be on the University's payroll for the
week in which the Christmas/New Year Season Day is
observed.
- 486 4. Any employee alleging a violation of the terms and conditions of
this provision may process a grievance starting at Step III of the
Grievance Procedure provided such grievance is presented, in
writing, to the University's Employee Relations Office within
five (5) work days of the date the aggrieved employee(s)
becomes aware, or reasonably should have become aware, of the
action complained of. If no grievance is presented in that time,
the grievance is barred.

487 For the purpose of this paragraph, Christmas/New Year Season
Days shall not be considered work days.

ARTICLE XXVII MISCELLANEOUS

488 A. UNION MEETINGS

489 The Union shall be permitted the use of University facilities which are
generally available to the public for regular and special business meet-
ings of the Union, provided the Union makes application and con-
forms to all regulations established by the Employer. It is understood
that any additional expense incurred by the Employer (other than pro-
viding normal meeting facilities) shall be charged to the Union.

490 B. MAIL

491 The Union shall have the right to use the campus mail service for offi-
cial correspondence of Union officials. The Union shall also have the
right to use the campus mail service for newsletters and notices of
regular and special meetings and activities, provided that the number
of such mailings of notices and newsletters does not exceed fifteen
(15) per calendar year.

492 C. REST AREAS

493 Rest areas as currently provided, or comparable facilities, shall be
maintained for the duration of this Agreement. If it becomes neces-
sary to relocate an existing break area as a result of construction or
remodeling requirements, the University will provide the Union thir-
ty (30) days advance notice of such action in order to allow the par-
ties reasonable opportunity to determine an acceptable alternative
location.

494 D. PAY PERIODS

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

496 E. PARKING FACILITIES

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

498 F. BLOOD BANK

499 Eastern Michigan University clerical 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.

500 G. CREDIT UNION

501 The Clerical 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 contin-
ued for those employees who fill out the appropriate forms in the
Credit Union Office.

502 H. EDUCATION OPPORTUNITIES

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

504 1. Tuition Waiver Program

505 a. A tuition waiver program providing for a waiver of the full
cost of tuition fees for up to six (6) semester hours of cred-
it 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.

506 b. An employee shall be eligible for a tuition waiver if he or
she satisfies the following terms and conditions:

507 (1) The employee must have completed his/her initial
employment probation prior to the first day of classes
of the term or semester for which he or she plans to
register unless the tuition waiver is to be used for the
purpose of pursuing course work in word processing or
computer-related study.

508 (2) The employee must present evidence of admission to
the Benefits Office confirming that he/she has satis-
fied all admission requirements and is eligible to enroll
for courses.

509 (3) A completed application for tuition waiver must be
submitted to the Benefits Office for approval no later
than the payment deadline for 100% drop announced
in the Class Schedule Book for the applicable semes-
ter.

510 a. Failure to submit a completed application for approval with-
in the required timelines may forfeit the employee's eligi-

bility for that term.

- 511 (4) The employee must agree to reimburse the University 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 University for tuition waiver benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five (25%) of the gross amount of each bi-weekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.
- 512 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.
- 513 d. The employee must take courses during non-working hours unless such course work is related to word processing or computer related study, in which case enrollment and class attendance during working hours must be approved by the University.
- 514 e. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 515 (1) 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.
- 516 (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 not acceptable.
- 517 (3) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the employee's employ-

ment terminates, whichever is earlier.

- 518 (4) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made 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 or she is enrolled in, etc.)

519 2. Auditing of Classes

520 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:

- 521 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.
- 522 b. All classes must be audited during non-working hours.
- 523 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.

524 3. Tuition Waiver Program for Employee Spouses, Domestic Partners, and Dependent Children

- 525 a. A tuition waiver program providing a waiver of one-half (1/2) the cost of the undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses, domestic partners, and dependent children of Bargaining Unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
- 526 b. A Bargaining Unit member's spouse, domestic partner, or dependent child shall be eligible for a tuition waiver if such spouse, domestic partner, or dependent child presents to the University's Benefits Office evidence of admission confirming that:
- 527 (1) he/she is a dependent child, spouse, or domestic partner of a Bargaining Unit member. A dependent child

shall be defined as (a) legally dependent children of eligible staff and (b) children who have eligible staff as their legal guardian.

- 528 (2) he/she has satisfied all admission requirements and is
eligible to enroll for courses.
- 529 c. A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 530 (1) Failure to submit an application for approval within the required timelines may forfeit the spouse, domestic partner, dependent's eligibility for that term.
- 531 (2) Upon the sponsoring 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.
- 532 4. 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 admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any student of the University.
- 533 5. It is intended that only a fifty percent (50%) tuition waiver be provided to any dependent irrespective of whether or not both parents are employed by the University.
- 534 6. An eligible spouse, domestic partner, dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 535 (a) 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.
- 536 I. BOOKSTORE DISCOUNTS
- 537 Clerical employees shall be allowed a discount on items purchased in the University Bookstore in accordance with present policy.
- 538 J. TRAVEL EXPENSES
- 539 Travel and expenses will be paid by the University for attending work

related conferences, seminars, etc., that have been approved in advance. All funds distributed to the employee will be in accordance with University travel and reimbursement policies then in effect.

540 K. STAFF I.D.

541 Staff I.D. will be provided by the University.

542 L. HEALTH SERVICES

543 Health Services are available to the clerical staff covered by this Agreement in accordance with established Health Service policies as they presently exist or as modified by the University.

ARTICLE XXVIII HEALTH AND SAFETY

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

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

546 Health and Safety concerns unresolved through Special Conference may be presented as a grievance, at Step III.

547 The Union President, or designee, will be granted release time, without loss of pay, to participate as a member of the University's Safety Committee.

ARTICLE XXIX CONFORMITY TO LAW

548 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 provisions 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 XXX DURATION AND AGREEMENT

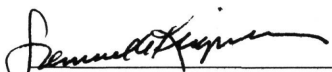
549 This agreement shall become effective as of March 16, 2004 and shall continue in full force and effect to and including June 30, 2007. The Agreement shall

continue 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.

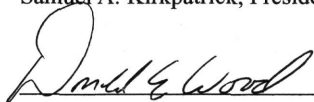
550 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, the Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

551 In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 16th day of March, 2004.

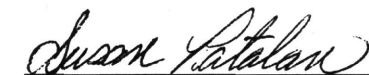
EASTERN MICHIGAN UNIVERSITY



Samuel A. Kirkpatrick, President



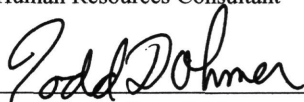
Donald Wood, Director
Employee Relations



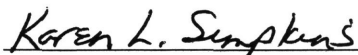
Susan Patalan, Executive Director
Human Resources



Wendy Moher
Human Resources Consultant

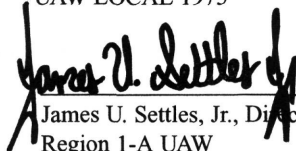


Todd Ohmer, Payroll Manager
Business & Finance

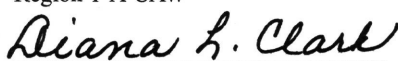


Karen Simpkins, Associate Vice President
Student Affairs

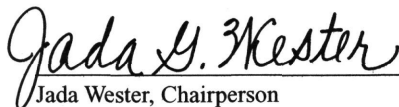
UAW LOCAL 1975



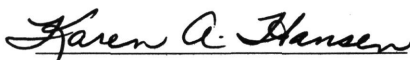
James U. Settles, Jr., Director
Region 1-A UAW



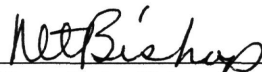
Diana Clark, President
UAW Local 1975



Jada Wester, Chairperson
Bargaining Committee



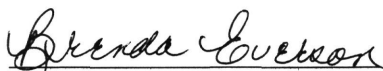
Karen A. Hansen, Vice President
UAW Local 1975



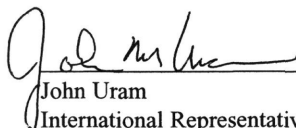
Norma Taylor-Bishop, Member
Bargaining/Grievance



Anita Megyese
Recording Secretary



Brenda Everson, Member
Bargaining/Grievance



John Uram
International Representative
Region 1-A, UAW

APPENDIX A
2003-2004
CLERICAL/SECRETARIAL SALARY SCHEDULE

Pay Grade	Minimum		Midpoint		Maximum	
	Annual	BiWeekly	Annual	BiWeekly	Annual	BiWeekly
CS-03	21,233	816.67	24,701	950.05	28,169	1,083.44
CS-04	23,575	906.74	27,513	1,058.19	31,451	1,209.64
CS-05	26,640	1,024.63	31,526	1,212.54	36,412	1,400.46
CS-06	29,052	1,117.37	35,125	1,350.95	41,198	1,584.53
CS-07	33,252	1,278.92	40,651	1,563.48	48,049	1,848.04

Base Pay Unit = Annual

Pay Frequency = Biweekly

Biweekly Rate = Annual Rate/26.0

Hourly Rate = Annual Rate/2080

APPENDIX B

LIFE INSURANCE COVERAGE

SALARY	LESS THAN 1 YEAR SERVICE & UNDER AGE 65	OVER 1 YEAR SERVICE & UNDER AGE 65	AGE 65 & OVER
\$14,500	\$15,000	\$30,000	\$19,500
16,700	17,000	34,000	22,100
18,170	19,000	38,000	24,700
20,690	21,000	42,000	27,300
22,000	22,000	44,000	28,600
24,617	25,000	50,000	32,500
26,300	27,000	54,000	35,100
29,200	30,000	60,000	39,000
31,000	31,000	62,000	40,300
35,072	36,000	72,000	46,800

APPENDIX C
CS CLASSIFICATIONS AND PAY GRADES

PLAN	GRADE	CLASSIFICATION TITLE	JOB CODE	JOB FUNCTION
CS	03	Account Clerk	02601	CS-Accounting
CS	03	Account Clerk	02601	CS-Accounting
CS	04	Cashier	02600	CS-Accounting
CS	04	Sr Account Clerk	02603	CS-Accounting
CS	05	Account Specialist	02604	CS-Accounting
CS	05	Collection Specialist	02665	CS-Accounting
CS	05	Payroll Practitioner I	01559	CS-Accounting
CS	06	Account Specialist Senior	02605	CS-Accounting
CS	06	Financial Aid Processing Specialist	02623	CS-Accounting
CS	06	Payroll Practitioner II	01558	CS-Accounting
CS	06	Sr. Account/Loan Processing Specialist	02615	CS-Accounting
CS	07	Budget Records Administrator	01658	CS-Accounting
CS	07	Payroll Practitioner II	01556	CS-Accounting
CS	07	Payroll Records/Deductions Administrator	01557	CS-Accounting
CS	03	Clerk	02602	CS-Clerk
CS	03	Parking Control Clerk	02613	CS-Clerk
CS	04	Postal Clerk	02637	CS-Clerk
CS	04	Career Services Assistant I	02634	CS-Clerk
CS	04	Customer Service Rep	02634	CS-Clerk
CS	04	Evaluator/Recorder	02622	CS-Clerk
CS	04	Merchandise Clerk/Cashie	02632	CS-Clerk
CS	04	Reenrollment Clerk	02667	CS-Clerk
CS	04	Reservationist	02638	CS-Clerk
CS	04	Senior Clerk	02612	CS-Clerk
CS	04	Sr. Clerk Graduation Audit	02660	CS-Clerk
CS	05	Senior Postal Clerk	02648	CS-Clerk
CS	05	Adm. Mail/Electronic Data Inter. Clerk	02651	CS-Clerk
CS	05	Admissions Processo	02685	CS-Clerk
CS	05	Career Services Assistant II	02659	CS-Clerk
CS	05	Career Services Recruitment Assistant	02614	CS-Clerk
CS	05	Customer Service Rep. II	02672	CS-Clerk
CS	05	Financial Aid Processor	02751	CS-Clerk
CS	05	Graduation Auditor/Evaluator	02650	CS-Clerk
CS	05	Information Systems Clerk	02653	CS-Clerk
CS	05	Police Dispatcher	02633	CS-Clerk
CS	05	Sr. Academic Evaluator/Recorder	02625	CS-Clerk
CS	05	Sr. Academic Records Verifier	02644	CS-Clerk
CS	05	Sr. Admissions Clerk	02657	CS-Clerk

CS	05	Sr. Evaluator/Recorder	02644	CS-Clerk
CS	05	Sr. Financial Aid Clerk	02649	CS-Clerk
CS	05	Sr. Reenrollment/Service Clerk	02651	CS-Clerk
CS	05	Supervisor, Audit Support Team	02673	CS-Clerk
CS	05	Transcribing Supervisor	02657	CS-Clerk
CS	06	Customer Service Specialist	02675	CS-Clerk
CS	06	Information Research/ Reporting Specialist	02752	CS-Clerk
CS	06	Office Supervisor	02670	CS-Clerk
CS	06	Office Sup. Adm. Communication	02686	CS-Clerk
CS	06	Office Sup., Adm.-Internal Operations	02605	CS-Clerk
CS	06	Office Sup., University Health Services	02630	CS-Clerk
CS	06	Sr. Academic Records Auditor	02643	CS-Clerk
CS	06	Sr. Admissions Processor	02690	CS-Clerk
CS	06	Sr. Benefits Clerk	02656	CS-Clerk
CS	06	Sr. Graduate Records Clerk	02645	CS-Clerk
CS	06	Sr. Human Resources Clerk	02691	CS-Clerk
CS	06	Sup. Eval, Records Eval/Maintenance	02669	CS-Clerk
CS	04	Data Entry Clerk II	02608	CS-Computing
CS	05	Data Control Clerk	02661	CS-Computing
CS	05	Super., Data Entry/Verification Team	02611	CS-Computing
CS	06	Sr. Information Systems Clerk	02654	CS-Computing
CS	03	Secretary	02639	CS-Secretarial
CS	04	Secretary II	02640	CS-Secretarial
CS	05	Sr. Secretary	02647	CS-Secretarial
CS	06	Administrative Secretary	02636	CS-Secretarial
CS	07	Executive Secretary	02617	CS-Secretarial
CS	04	Library Assistant II	02628	CS-Library
CS	05	Library Assistant III	02629	CS-Library
CS	06	Library Associate	02671	CS-Library

APPENDIX D
STEWARD JURISDICTIONAL DISTRICTS

District #1

Mark Jefferson
Parking Structure
Physical Plant (Smart Bldg.)
Strong
Mailroom

District #2

4th Floor Pierce Hall
Roosevelt

District #3

3rd Floor Pierce

District #4

1st/2nd Floor Pierce Hall
Pease Auditorium

District #5

Golf Course
COB
EMU Foundation

District #6

Hover

District #7

2000 Huron River Drive
ICARD
Convocation Center

District #8

Porter Building

District #9

Rackham
Bowen/Warner
Snow Health Center
Rec IM

District #10

King Hall
College of Health & Human Services

District #11

Library – Public Services

District #12

Library – Technical Services and
ICT

District #13

Pray Harrold
Goddard
Sill
Jones

District #14

Welch Hall
McKenny Union
Starkweather
Ford
Sherzer

District #15

Boone Hall

District #16

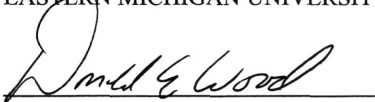
Housing & Dining Services
Quirk
New Alexander
DC #1

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
and UAW LOCAL 1975**

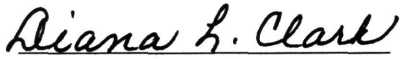
In recognition of the provisions of Article XVII, Job Classifications and Article XIX, Work by Non-Bargaining Unit Employees, the University agrees that the reorganization of its operation and/or the elimination of Bargaining Unit position(s) shall not be arbitrarily undertaken for the purpose of deliberately eroding the Bargaining Unit.

EASTERN MICHIGAN UNIVERSITY

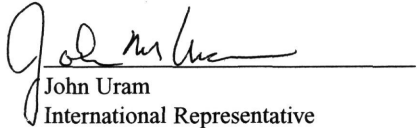


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



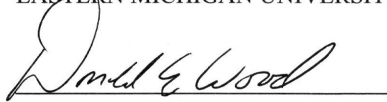
John Uram
International Representative
Region 1-A, UAW

APPENDIX F

MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

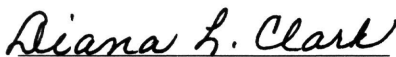
It is hereby understood and agreed between Eastern Michigan University and the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America, Technical, Office and Professional, Local 1975 that all references to 'minimal training' in this Agreement are intended to refer solely to basic orientation and/or familiarization with standard office procedures/practices and/or responsibilities as said procedures/practices/responsibilities may differ from one University office to another. Further, it is the parties' intent that 'minimal training' shall not be construed to refer to skill training (e.g., training in the use of standard office equipment); training to perform tasks/job responsibilities that it would reasonably be expected that an individual in a particular classification series and pay grade should be capable of performing; or, any other form of training that would require formal instruction/training (e.g., training workshops, classroom instruction, seminars, in-service training, etc.).

EASTERN MICHIGAN UNIVERSITY

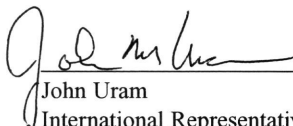


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



John Uram
International Representative
Region 1-A, UAW

APPENDIX G

MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1975 that the University may introduce to its operation, or to upgrade, computer based and other office automation/information systems that clerical/secretarial employees may be required to operate as a part of their regular work assignment.

In those instances in which automation/information systems as hereinabove referenced are newly introduced to an office operation and employees therein are required to operate said systems as a part of their regular work assignment:

1. Training in the operation of such systems shall be provided on University time, at no expense to the employee.
2. No employee required to operate said systems shall be displaced from his/her position due to his/her inability to perform at a level and degree of complexity consistent with the requirements of his/her work assignment prior to such time that said employee has been given an opportunity to learn said operation.

In those instances in which employees desire to learn the operation of such systems as hereinabove referenced and said operation is not required by the University as a part of an employee's regular work assignment, said employees may attend at no charge for instruction, training sessions/seminars/classes designated for such purpose and offered by the University, except as provided in Article XXVII.H.1.a, if such course work is taken through the Tuition Waiver Program provided that:

1. Attendance shall be on the employee's own time;
2. The established class capacity of a given training session/seminar/class permits such attendance;
3. Such employee's attendance does not displace or otherwise limit access to such instruction of University employees required to attend such instructional sessions to learn those operations necessary to perform their regular work assignment.

APPENDIX H

MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

The University agrees, during the term of this collective bargaining agreement, to continue as a program, a fund to be used to defray the cost of course fees for members of the bargaining unit for in-house seminars and training classes offered through or sponsored by the University Staff Training and Development Office.

The amount of money committed to this fund shall be solely at the discretion of the University, both for the initial establishment of the fund, and for any replenishment of the fund. During the first year of the program, the University agrees to provide not less than \$8,750 (Eight thousand seven hundred and fifty dollars) for this fund. The University reserves the right to evaluate the effectiveness of this pilot program in determining the amount of any monies to be added to the fund in the second and third years.

UAW/TOP Local 1975 may contribute to this fund, as well, on the basis of \$1 (one dollar) of Local funds for each \$4 (four dollars) of University funds.

Bargaining unit members wishing to participate in this program must secure a course attendance application from the Staff Training and Development Office, and submit the completed form to his/her supervisor. If approved by the supervisor, the form will be submitted to Staff Training and Development. Staff Training and Development will log in all applications. Final approval will be based on funds availability. The decision to approve or deny any application is specifically exempted from the grievance procedure. Acceptance is on a first-come, first-served basis. In the event of a dispute between bargaining unit members as to who was "first" the dispute will be resolved in favor of the member who has attended the fewest number of courses as of the date of the dispute.

Supervisors who deny a member's application will clearly state the reason for that denial on the application form. Approval will not be unreasonably withheld.

Total time spent in such seminars or training courses will be limited to up to 24 (twenty-four) hours per year.

The parties agree that any problems that may arise concerning the functioning of this program may be addressed through Special Conference. Further, the University and the Union agree to establish a joint team to review and explore the issue of staff training and development. The team will be established within sixty (60) days after final ratification of this agreement. The team will report its findings and recommendations to the Executive Director of Human Resources within six (6) months of the date of which the team first commences its activities.

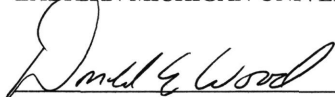
APPENDIX I

MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

During the current negotiations the University and the Union extensively discussed and reviewed several issues regarding clerical/secretarial staff training and development, both in terms of the on-going process over the past three years and the prospects for the future. Among the issues evaluated were the Office Professional Certificate Program that was instituted in 1998 and how these college level credits can be weighted for an experience equivalent when a bargaining unit employee applies for a position under Article XVI of the Agreement. The parties further discussed how other university/college classes, educational courses, various training sessions, and on-the-job experience, may likewise be evaluated for the purposes of employment advancement.

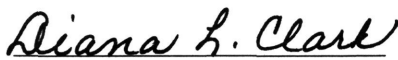
As a result of these negotiations the parties continued to recognize that staff training is a critical component in both protecting the integrity of the bargaining unit and in providing quality service to the University and its student body. With this in mind, the University and the Union agree to meet in Special Conference no later than November 1, 2000 with the Director of Employment and Human Resource Development to discuss the items in paragraph one.

EASTERN MICHIGAN UNIVERSITY

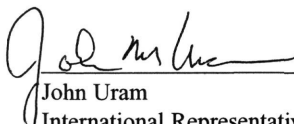


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



John Uram
International Representative
Region 1-A, UAW

APPENDIX J

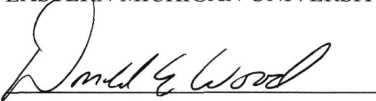
MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

To facilitate compliance with American's With Disabilities Act (ADA), the University and the Union agree to form an ad hoc committee comprised of the Director of Employee Relations or designee and one other member of management, and the President of UAW/TOP Local 1975 or designee, and one other member of the bargaining unit.

The committee is charged with considering the implementation of the Act on a case by case basis, and with considering potential conflicts between "requests for accommodations," within the meaning of the Act, and the terms and provisions of the Collective Bargaining Agreement.

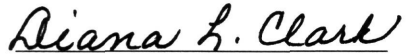
The committee may be convened at the request of either party, and will meet within five (5) working days following receipt of such request by the other party. The committee may make recommendations that could lead to a Memorandum of Understanding regarding the implementation of necessary accommodations, required for compliance with the Act, where such accommodation may otherwise conflict with the specific terms of the Collective Bargaining Agreement.

EASTERN MICHIGAN UNIVERSITY



Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



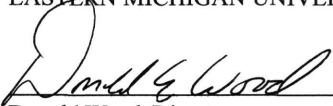
John Uram
International Representative
Region 1-A, UAW

APPENDIX K

**MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
and UAW LOCAL 1975**

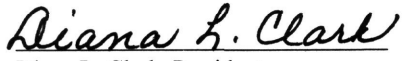
The University and the Union hereby agree to continue discussions regarding job changes caused by re-classifying, re-organization, elimination, and technology changes through the Classification Task Force.

EASTERN MICHIGAN UNIVERSITY

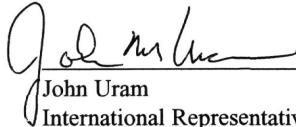


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



John Uram
International Representative
Region 1-A, UAW

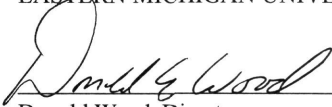
APPENDIX L

MEMORANDUM OF UNDERSTANDING By and Between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

PERFORMANCE EVALUATION

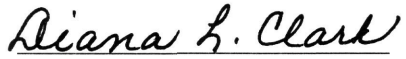
The parties agree to form a committee comprised of two representatives of the University, the UAW 1975 President or assigned designee and UAW Local 1975 Bargaining Grievance Chair to revise and develop a comprehensive performance evaluation system. This committee shall commence after ratification of the collective bargaining agreement or March 1, 2004, whichever is sooner, and have a recommendation by June 1, 2004.

EASTERN MICHIGAN UNIVERSITY

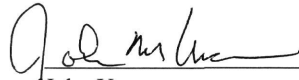


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



John Uram
International Representative
Region 1-A, UAW

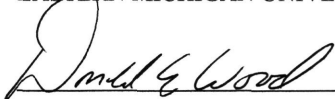
APPENDIX M

MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
and UAW LOCAL 1975

EMERITUS POLICY

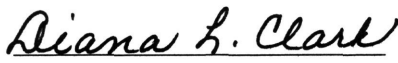
It is hereby understood and agreed by Eastern Michigan University and UAW Local 1975, that the University's Emeritus policy will apply to all eligible bargaining unit members, once approved by the Board of Regents.

EASTERN MICHIGAN UNIVERSITY

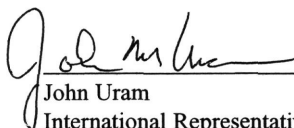


Donald Wood, Director
Employee Relations

UAW LOCAL 1975



Diana L. Clark, President
UAW Local 1975



John Uram
International Representative
Region 1-A, UAW

APPENDIX N

MEMORANDUM OF UNDERSTANDING by and between EASTERN MICHIGAN UNIVERSITY and UAW LOCAL 1975

It is hereby understood and agreed between Eastern Michigan University and UAW Local 1975 that the University will provide Domestic Partner benefits to the UAW Local 1975 bargaining unit members as outlined below, subject to the following limitations and conditions:

1. Both partners must be at least eighteen (18) years of age and same sex;
2. Neither the UAW Local 1975 member nor the domestic partner is legally married to anyone else;
3. The UAW Local 1975 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 1975 member must provide proof that he/she has shared a residence with the domestic partner for the last twelve (12) consecutive months;
5. The UAW Local 1975 member and the domestic partner must have a common residence during the coverage period;
6. The UAW Local 1975 member and the domestic partner have agreed to be financially responsible for each other's well-being;
7. The UAW Local 1975 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 1975 member must qualify another domestic partnership 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 1975 member as referenced in Article XXV

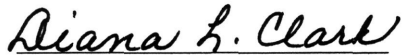
(A). Such coverage shall terminate at the earlier of the employee's termination as an employee of the University or termination of the domestic partner relationship;

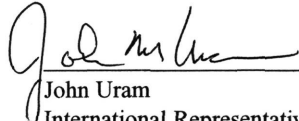
12. The employee is responsible for any and all taxes resulting from the imputed income value of any health care benefits provided to the employee's domestic partner.
13. A domestic partner may only enroll for benefits during the open enrollment period.

EASTERN MICHIGAN UNIVERSITY


Donald Wood, Director
Employee Relations

UAW LOCAL 1975


Diana L. Clark, President
UAW Local 1975


John Uram
International Representative
Region 1-A, UAW

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