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## **ARTICLE 1**

### **GENERAL PROVISIONS**

**1.1 Complete Agreement.** This collective bargaining Agreement represents the complete Agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

**1.2 Purpose.** The purpose of this Agreement is to set forth wages, hours, and terms and conditions of employment; to establish the procedure for the prompt and equitable resolution of grievances; and to promote orderly and peaceful labor relations. To these ends, the University and the Union encourage to the fullest degree friendly, professional, and cooperative relations between their respective representatives at all levels and among all employees.

**1.3 Separability.** In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.

#### **1.4 Definitions.**

1.4.1 "Board" means the Board of Trustees of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.

1.4.2 "Union" means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office and Professional and its Local 2178).

1.4.3 "Unit" or "bargaining unit" means the bargaining unit defined in Section 1.5.

1.4.4 "Employee" or "bargaining unit member" or "unit member" means a person employed in the bargaining unit defined in Section 1.5.

1.4.5 For the purpose of this Agreement, a regular full-time employee is an employee who is assigned to work one thousand five hundred and sixty (1,560) hours or more per year, excluding overtime. A regular part-time employee is an employee who works a minimum of twenty (20) hours a week or more but less than thirty (30) hours a week, excluding overtime.

1.4.6 Pronouns of masculine and feminine gender include each other.

1.4.7 "Board", "University," and "Employer" are synonymous.

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

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

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

Excluding:

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

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

(a) The right to send through the regular University campus mail service and/or e-mail, newsletters and such other communications as are necessary to the conduct of the Union's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system, as noted in the NMU Acceptable Use Policy on NMU's Policy and Resources Database at [www.nmu.edu/policies](http://www.nmu.edu/policies).

(b) The privilege of scheduling monthly Union meetings and meetings for the purpose of ratification on campus in appropriate facilities free of charge, provided suitable facilities are available at the time requested, and the Union conforms to all regulations established by the Employer. The Employer reserves the right to charge a reasonable fee for any set-up or clean-up costs incident to provision of such space when appropriate pursuant to University Center policy. Requests for such facilities shall follow regular University procedures.

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

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

## **1.8 Continuation of Practices.**

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

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

## **1.9 Inclement Weather.**

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

The University is not responsible for any unauthorized announcements made by the media. The NMU Police Department will be the official source which an employee may contact to determine the official policy of the University. The NMU Public Safety and Police Services webpage includes details of inclement weather actions, including the Inclement Weather Policy, which can also be found on NMU's Policy and Resources Database at [www.nmu.edu/policies](http://www.nmu.edu/policies).

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

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

**1.11 Nondiscrimination.** The Employer and the Union reaffirm in this collective bargaining agreement their commitments to not discriminate in violation of the statutes of the United States or of the State of Michigan. To that end, the Employer and the Union will not unlawfully discriminate against any bargaining unit member in their wages, hours, or other terms and conditions of employment including training, upgrading, transfer, layoff, discipline, or discharge because of height, weight, religion or creed, race, color, age, sex or gender, sexual orientation, gender identity, gender expression, genetic information, national origin, immigration status (unless restricted by state or federal laws and regulations), ancestry, ethnicity, marital status, familial status, pregnancy, military or veteran status, handicap/disability or any other characteristic protected by federal or state law or local ordinance; see Nondiscrimination policy which can also be found on NMU's Policy and Resources Database at [www.nmu.edu/policies](http://www.nmu.edu/policies). The Employer and the Union also affirm their commitment against unlawful workplace

harassment. When the Employer becomes aware of such harassment, the Employer will comply with applicable legal obligations to investigate and take corrective action as deemed appropriate.

No individual will knowingly discriminate against any member of the bargaining unit because of membership or non-membership in the Union or for engaging in activities which may be supportive of or against the Union or any other employee group, providing such activities do not interfere with the proper performance of job duties.

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

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

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

### **1.13 Personnel Files**

The official personnel file is an electronic file that is maintained in the Human Resources Department. If the Employer designates a new department to assume the responsibilities of the official personnel file, the Union will be notified in writing of such change.

Employees shall have the right to inspect the contents of their official personnel file electronically via MyNMU or may make an appointment with Human Resources to review the electronic file.

Any written documentation regarding an employee, generated outside the University's employment system, will result in a dated copy being sent to the employee and notification that a copy will be placed in their personnel file. The employee has a right to submit a response to the report or statement and such response shall be attached to and filed with the report or statement in the employee's personnel file.

1.13.1 If an employee disagrees with information contained in his personnel file, removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement and supporting documentation shall not exceed seven (7) sheets of 8-1/2 inch x 11 inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the Employer or employee knowingly places in the personnel file information which is false, then the Employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

1.13.2 Employees shall have the right to place in their files materials which attest to their proficiency, experience, or update their educational achievements. The employee has the right to request that letters of commendation be placed in their official personnel file.

1.13.3 If an employee has not already received a copy of a disciplinary or evaluative document by the time that such a document is placed in the employee's personnel file, the employee shall be sent a copy by certified mail at the time it is included in the personnel file.

**1.14 Posted Copy.** The Employer shall post an electronic copy of this Agreement on the Human Resources web site within 30 days after ratification by both parties.

**1.15 Health and Safety.** The Employer shall continue to make provisions for the health and safety of its employees during hours of employment and affirms its obligation under federal and state laws.

1.15.1 The existing University-wide Health and Safety Committee will meet at least once every other month (with the possible exception of the summer months). In the event the University abolishes a University-wide Committee, the Head of Human Resources, or Human Resources' designee, shall meet with a Local 2178 UAW Committee comprised of three (3) Union representatives at least once every other month (with the possible exception of the summer months). Prior to the Union representative raising an item at any Committee meeting, the employee(s) affected by the item shall bring the matter to the attention of their immediate supervisor.

If a health or safety concern is raised at a Committee meeting and the Union wishes to file a grievance regarding an alleged violation of Section 1.15, then the Union may file its grievance at the Second Step of the Grievance Procedure.

1.15.2 When any bargaining unit employee complains that the office environment or safety conditions are so unusual that the Employer should consider sending the employee home or relocating the employee, the employee should follow the Office Environment Policy approved by the President's Council on March 28, 1989 (or any subsequent modification of that Policy). Pursuant to that Policy, the employee should notify the Human Resources Department of such a complaint. The employee has the right to also notify his Union steward. Additional details on the Office Environment Procedure can be found on the NMU's Policies and Resources Database at [www.nmu.edu/policies](http://www.nmu.edu/policies).

1.15.2.1 Employees who have a complaint regarding routine or normal environmental adjustments to office conditions should first call the Facilities Department. If the Facilities Department does not respond to the complaint within a reasonable period, the employee may then notify the Human Resources Department and his Union steward.

1.15.3 The University will continue to provide employees with protective clothing and/or safety equipment related to the performance of their job.

**1.16 Professional Development.** The Employer and the Union affirm their joint commitment to the professional development of bargaining unit members through opportunities designed to facilitate staying current in areas relevant to their current job assignment and to facilitate movement within the University.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

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

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



## **ARTICLE 3**

### **UNION MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS**

3.1 This Article applies to all employees in the bargaining unit. The bargaining unit is described in Article 1. All employees are in the bargaining unit. Only those who join the union and pay union dues are union members.

3.2 The Union represents all employees in the bargaining unit. Each bargaining unit employee can freely choose to become a member of the Union, or to not become a member of the Union. Being a bargaining unit employee is not the same as being a Union member.

3.3 An employee is always a bargaining unit employee; an employee becomes a Union member only through choice. If an employee chooses not to become a Union member he/she will remain a bargaining unit employee, remain entitled to representation by the Union, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.

3.4 An employee who becomes a Union member will be required to pay Union dues (the amounts and regularity of those dues payments to be decided by the Union). An employee choosing to become a Union member will be required by the Union to sign a payroll deduction authorization form (acceptable to the University) authorizing the University's Payroll Office to deduct Union dues from the employee's paychecks.

3.5 The Union or employee will present the signed dues deduction authorization forms directly to the University's Payroll Office. Any such authorization form shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.

3.6 Each employee may submit a signed payroll deduction authorization form (via the Union) to the Payroll Office up to twice per year.

3.7 The Union shall annually certify in writing to the University's Payroll Office the authorized amount to be deducted from each Union member who submits a signed payroll deduction authorization form. The University's Payroll Office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Union's Financial Officer, together with a list setting forth the name and amount deducted for each union member for whom deductions were made. Such communication(s) shall be made electronically, in a format agreeable to the parties.

3.8 The University's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment or any sum other than that constituting actual deductions made from the pay earned by the Union member. The Union agrees to make

whatever adjustments are necessary directly with a Union member who may, as a result of this deduction procedure, pay more or less than the Union's dues.

3.9 Neither the University nor the Union will discriminate against any employee because the employee chooses to become a Union member or chooses not to become a Union member. Joining the Union is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Union. Paying Union dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Union dues. The University will not tolerate harassment or discrimination against any employee who chooses to become a Union member or chooses not to become a Union member (See Article 1.11).

3.10 The Union agrees to indemnify and hold the University harmless against any liability resulting from any and all claims, demands, suits and/or other actions that may arise out of or by reason of deductions made by the University pursuant to this Article, or by reason of the University complying with the provisions of this Article.

## UNION DUES DECISION FORM

Name \_\_\_\_\_  
(type or print)

NMUIIN: \_\_\_\_\_ Department \_\_\_\_\_

Each employee may submit a signed Union Dues Decision Form – (via the Union) to the Payroll Office up to twice per year.

I authorize the collection of Union dues

By making this selection and signing below, the University is authorized to deduct from wages earned or to be earned by me, Union dues as certified to the University by the Union's Treasurer; the University shall remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

Any such authorization shall remain in effect until revoked in writing (signed) by the employee.

I do not authorize the collection of Union dues

By making this selection and signing below, the University is either not authorized or is no longer authorized to deduct wages earned or to be earned by me for Union dues.

A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Delivery to University

## **ARTICLE 4**

### **BARGAINING UNIT SENIORITY**

**4.1 Seniority.** For purposes of this Agreement, all employees in the bargaining unit on May 13, 1982, shall be given bargaining unit seniority as of their last date of hire by the University. Employees hired into the bargaining unit after May 13, 1982, shall be given bargaining unit seniority as of their last date of hire into the bargaining unit. Bargaining unit seniority is subject to any adjustments provided for in this Agreement.

**4.2 Probationary period.** New University employees hired into the bargaining unit shall be considered probationary employees for the first six (6) months of their regular employment except for the development officer positions, which shall have a two (2) year probationary period. The probationary period, at the discretion of the Employer, may be extended up to an additional three- (3) month period. University employees who transfer into the bargaining unit shall be considered probationary employees for the first three (3) months of their regular employment except for the development officer positions, which shall have a two (2) year probationary period. The probationary period, at the discretion of the Employer, may be extended up to an additional three- (3) month period. When an employee completes the probationary period, the employee shall be entered on the seniority list, with a seniority date retroactive to date of hire or date of transfer into the bargaining unit. The discharge of a probationary employee (except for Union activity) shall be nongrievable.

A former bargaining unit member who is rehired will complete a three- (3) month probationary period. A bargaining unit member recalled to his last position held, within the time limits specified below, shall not be required to serve a new probationary period. A bargaining unit member who is promoted or assigned to a new bargaining unit position other than his last position within two (2) years or a time equal to his length of service, whichever is less, will complete a three- (3) month training period. This is not a probationary period. An employee who is reassigned to his original position (position last held before promotion, assignment, layoff) prior to the completion of the job training period will have no recourse through the Grievance Procedure.

**4.3 Definitions.** "Seniority" shall be defined as an employee's length of regular employment in the bargaining unit or date of transfer into the bargaining unit. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he had been hired.

**4.4 Transfer Seniority.** Employees who transfer to a position excluded from the bargaining unit at their own request, or through some action of the Employer, shall retain all accrued seniority earned prior to the transfer from the bargaining unit for a period of two (2) years. When an employee is returned to the bargaining unit, such employee shall be permitted to apply the seniority earned prior to the employee's transfer out of the bargaining unit, if applicable, for the purpose of determining the employee's proper placement in the bargaining unit, pursuant to Article 7 of this Agreement, and establishing entitlement to other rights and benefits provided herein.

**4.5 Loss of Seniority.** Employees shall lose their seniority and their seniority shall be terminated if they:

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

**4.6 Master List.** The Employer shall, within thirty (30) days after the signing of this Agreement, furnish the Union with a master list of all employees in the bargaining unit showing the seniority date of each employee. Such list shall contain the name, date of employment, and classification of each employee in the bargaining unit. The Union shall distribute within ten (10) working days of the University's provision of said list to the Union. Revised master lists shall be furnished to the Union by the University every month and posted by the Union three (3) times a year within ten (10) working days of the University's provision of said lists. An employee who believes his seniority date to be incorrect should contact the Union president and Human Resources.

**4.7 Union Seniority.** For purposes of layoff and recall determination, members of the bargaining committee, while actively engaged in contract negotiations, shall have top seniority unit-wide, provided they have the ability to perform satisfactorily the work available. Union stewards shall have top seniority in the district that elected them provided they can perform any of the work available in the district. The Union President and Vice President shall have top seniority unit-wide. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.

**4.8 Layoff Seniority.** All bargaining unit employees whose jobs are discontinued or laid off for an indefinite period will be paid all unused annual leave at the time of the layoff. An employee on layoff, except as limited in Section 4.5(c), shall retain and continue to accrue seniority.

**4.9 Part-time Seniority Rights.** Seniority for bargaining unit employees who are employed less than full-time shall be applicable only with respect to layoff, recall, promotion, and transfer.

**4.10 Interim Seniority Rights.** Employees hired on "interim" appointments who have had no break in service and are subsequently hired into the position they have been employed in on an "interim" basis will be granted seniority as of the date they began their "interim" assignment.

**4.11 Tie-Breakers.** Whenever two (2) or more bargaining unit members have the same seniority date, the last four (4) digits of the affected bargaining unit member's social security numbers shall be examined and the person with the lower number shall be deemed to have greater seniority.

## **ARTICLE 5**

### **UNION REPRESENTATION**

**5.1 Representation.** The Union will be represented as follows:

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

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

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

If negotiations are scheduled during regular working hours, members of the bargaining committee shall be given release time with pay for attendance at such scheduled negotiation sessions once negotiations to modify this Agreement as specified in Article 20 have begun. However, no overtime will be paid for attendance at negotiations. The five members of the bargaining committee (plus one alternate) shall be granted up to eight (8) hours of paid release time for negotiation preparation. The release time should be scheduled after discussion between the employees and their respective supervisors in order to ascertain dates and times that are least disruptive to university operations.

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

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

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

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



## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**6.1 Informal Resolution.** A unit member (or group of unit members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right of reply to his inquiries within three (3) working days. Requests for information under this Subsection shall not be construed as starting the Grievance Procedure.

**6.2 Definition.** A grievance procedure is intended to be a positive, amicable process to resolve differences between management and bargaining unit members. A grievance is a complaint by the Union, on behalf of one (1) or more unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. All grievances shall be adjusted through the Grievance Procedure provided in this Article. The initiation of a grievance by a bargaining unit member will not be utilized in a bargaining unit member's evaluation as a negative factor in evaluating a bargaining unit member's performance.

**6.3 Time Limits.** In computing any time limits herein specified, only University operating working days will be included. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure by the Union or by an employee to file a grievance within the time limits specified shall bar the grievance. Failure to comply with time limits on the part of the University's administrative agent shall permit the grievance to proceed to the next step.

**6.4 Grievance Procedure.** Failing resolution of a problem by informal means, the Union or an employee shall initiate the Grievance Procedure by serving a written grievance on the employee's immediate supervisor or other designated administrative official on the form provided by the Union, and a copy of the form must be provided to Human Resources. The grievance shall be signed by the appropriate Union representative and the unit member(s) involved, shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated, and shall specify the relief or remedy sought. The grievance shall be filed within ten (10) working days after the Union or the unit member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. (This time period is in addition to that specified in Section 6.3.) In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of a written grievance.

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

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

**6.5 STEP 1: SUPERVISOR/DEPARTMENT HEAD.** Upon receipt of the written grievance, the supervisor or designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Union. This discussion shall be completed within seven (7) working days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Employer and Union, the adjustment will be reduced to writing and signed by the supervisor or designated administrative agent and the representative of the Union. If there is no mutually agreeable adjustment, the supervisor or designated administrative agent shall provide the Union representative with the written answer stating the reason(s) for denial of the grievance. Such answer shall be provided within five (5) working days of the meeting with the Union.

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

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

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

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

**6.9 Other.** Failure by the Union to appeal a grievance from one step to the next shall result in the grievance being settled on the basis of the Employer's last answer. If mutually agreed to in

writing by the Union and the Employer's Head of Human Resources, or Human Resources' designee, a grievance may be initiated at a step other than Step 1 of the Grievance Procedure. However, this does not relax any of the time limitations.

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

**6.11 Federal and State Law.** A grievance alleging a violation of federal or state law may be initiated at Step 2 of the Grievance Procedure.

**6.12 Supervisor Behavior.** An employee who believes that he is being subjected to abusive behavior by his supervisor may schedule a meeting with the Head of Human Resources, assigned Human Resources representative, or the EO Officer for discussion of the perceived abuse. A Union representative may accompany the employee to this meeting.

## **ARTICLE 7**

### **REDUCTION OF WORK FORCE - LAYOFF/RECALL**

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

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

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

**7.2 In Lieu of Notice.** If a layoff begins before the required period of written notice is satisfied, the affected employee shall be paid salary and annual leave that would have been accrued, and health, dental, vision, life and retirement fringe benefits, if applicable, shall be continued for the balance of the required notice period. The Consolidated Omnibus Budget Reconciliation Act (COBRA) entitles employees who are laid off to be offered continuation of health care and other fringe benefit coverage under conditions specified by law.

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

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

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

(c) Within an affected department, probationary bargaining unit employees will be terminated prior to the layoff of a seniority employee, provided that the remaining employees have the ability to satisfactorily perform the available work.

(d) Within a position in an affected department, the employee with the least seniority shall be the first subject to layoff, provided that the remaining employees have the ability to satisfactorily perform the available work.

#### **7.4 Bumping Procedures.**

7.4.1 When a determination is made that a position will be reduced or eliminated, the following placement procedures will apply:

(a) Full-time employees will only be considered for full-time positions and part-time employees will only be considered for part-time positions. The impacted employee's FTE will also be taken into account.

(b) In the event two (2) or more employees with the same full-time/part-time status are laid off at the same time, the most senior employee shall be considered first.

(c) An employee must be qualified for a position in order to be placed into or bump into that position.

7.4.2 The steps for placing an employee will be completed in the following order:

(a) Placement in any available vacant AP position, based on the employee's full-time/part-time status. If the vacant position's FTE is greater than or less than the impacted employee's current FTE, the employee may fill the position if he or she chooses. If the employee does not want the position, the employee does not forfeit any seniority rights related to bumping.

(b) If the employee cannot be placed into a vacancy, the employee shall have the right to bump a less senior employee, based on the impacted employee's full-time/part-time status, within the employee's current career band, starting with the least senior.

(c) If the employee is not qualified to displace a less senior employee within the employee's current career band, the employee shall bump a less senior employee, based on the impacted employee's full-time/part-time status, in the next lowest career band, starting with the least senior.

(d) This process will continue until the employee is either placed or laid off.

An employee who refuses to be placed in a position equivalent to current FTE will forfeit all bumping and recall rights.

**7.4.3 Definition.** Career band for the purposes of bumping shall refer to the band level/number in both the Professional (P) and Technical (T) bands. The employee's current P or T band will be examined first when considering bumping opportunities. Example: A bumping employee in the T5 career band would be considered for less senior T5 employee positions, starting with the least senior. If no opportunities in the T5 classification exist, the less senior P5 employee positions would be reviewed, starting with the least senior.

**7.5 Notice of Bumping.** An employee who is given a layoff notice under Section 7.3 shall notify the Head of Human Resources, or Human Resources' designee, whether or not the employee wishes to exercise bumping rights pursuant to Section 7.4 no less than 30 days prior to the end of the notice period. If the employee's seniority is three years or less, the employee shall provide notification no less than three days prior to the end of the notice period. An employee who chooses not to exercise bumping rights shall be laid off in accordance with the notice provided in Section 7.1.

**7.6 Recall Rights.** When an opening occurs within the bargaining unit, and a bargaining unit employee is on layoff, an employee on layoff shall, during a period of two (2) years from the date of the employee's layoff, be eligible for recall to such an opening, provided that the employee is qualified for the open position. If two (2) or more employees on layoff are equally qualified for the job opening, the most senior employee shall be offered the position first. All rights to recall shall terminate either upon expiration of two (2) calendar years from the date of layoff or after a period equal to the length of an employee's seniority, whichever is shorter, or in the event that a laid off employee does not notify the Head of Human Resources, or Human Resources' designee, within five (5) working days of his intent to return to work or fails to report to work within ten (10) working days after a notice of recall received by certified mail.

**7.7 Qualifications and Ability.** For the purposes of the Employer's determination and judgment as to who is "qualified," the following conditions shall apply to any placement specified in Sections 7.3 through 7.7:

(a) the subject employee must possess the minimum qualifications (including degree requirements, educational background, and training) to do the work; and

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

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

**7.9 Temporary Layoffs.** In the event the University is faced with severe economic problems, or if used to avoid a layoff as specified in Article 7, the University may temporarily lay off

bargaining unit members without application of the Layoff or Recall Procedures. Such temporary layoffs will not exceed a total of seven (7) days per contract year or two (2) days per pay period, and the Union will be notified before such layoffs are implemented. This provision will affect salary, and retirement and Social Security contributions only.

## **ARTICLE 8**

### **GRANT AND CONTRACT EMPLOYEES**

**8.1 Definition.** Grant and contract employees are employees paid in whole or in part from accounts financed by grants, contracts, gifts, income from endowment funds, and separate special-purpose state appropriations which are restricted at the direction of the sources for particular purposes, functions, or activities.

**8.2 Posting and Pay.** Posting of grant and contract positions shall specifically state the duration of the grant or contract. Grant and contract employees will be paid according to the procedure outlined in article 11.2 and will be entitled to all fringe benefits that non-grant employees are entitled.

**8.3 Employee Status.** A grant employee becomes a regular employee after the expiration of the grant employee's probationary period except as specified below.

**8.4 Funding Expiration/Reduction.** Termination or layoff of any grant and contract employee due to the expiration or reduction of grant and contract funding shall not be grievable.

**8.5 Annual Leave.** Grant and contract employees are allowed and shall be required to take their annual leave prior to the expiration of the grant. If it is not possible, for any reason given by the Employer, then the employee shall be paid for unused annual leave upon termination.



## **ARTICLE 9**

### **PROGRESSIVE DISCIPLINE OR DISCHARGE**

**9.1 Definition.** Most often, progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose of any disciplinary action is to assist an employee in understanding that a performance problem or opportunity for improvement exists. Typically, the process of progressive discipline is not intended as a punishment, but as an assist to overcome performance problems and satisfy job expectations.

**9.2 Corrective Discussion.** When a performance problem is noted, or any unmet expectations are initially identified, the supervisor will first employ an informal discussion or counseling regarding the concern. The purpose of this discussion is to identify perceived work-related problems or behavior and ascertain whether there are any issues contributing to the concern that are not immediately obvious to the supervisor. The supervisor will note the date and nature of the discussion, including any commitments made by either party, as a reminder for future reference. The employee will be provided a copy of those notes.

9.2.1 Neither the Union nor the affected employee has recourse through the Grievance Procedure with respect to this informal discussion. Although this preliminary step is expected to be taken prior to invoking the formal disciplinary process, this section in no way affects a supervisor's discretion with respect to the evaluation process.

**9.3 Progressive Discipline.** Normally, performance problems are expected to be resolved following the informal discussion described in Article 9.2. Should performance problems continue, more serious corrective action will follow. While the University will generally take disciplinary action in a progressive manner, it reserves the right, at its sole discretion, to decide whether and what disciplinary action will be taken in a given situation. The corrective action response may range from a verbal warning to disciplinary suspension. Violations of different rules shall be considered the same as repeated violations of the same rule for the purposes of progressive action. Solid evidence, good documentation, previous good faith efforts at correcting an employee's performance or behavior, and clear communication to the employee that failure to change will lead to discharge, are required.

9.3.1 When a meeting is scheduled for the purposes of administering discipline, the employee will be informed of the purpose of the meeting. The employee may have a union representative accompany him to the meeting. Any disciplinary action which results must be documented and submitted to Human Resources for inclusion in the employee file. The supervisor or other University representative will provide the employee a copy of any disciplinary documentation included in the employee's personnel file. The employee may prepare a written response for inclusion in their personnel file. The steward of the employee's district will be promptly notified of any disciplinary action taken.

**9.4 Discharge.** Sometimes, terminating employment is the best step to take for the University, or the kindest action to take for the person involved. In some circumstances, discharging an employee is a necessity for the safety and well-being of other employees, or in cases involving

any violation of Federal and/or State law. Behaviors that are commonly excluded from a progressive discipline approach and that subject the employee to immediate discharge might include cases involving safety, violence, willful destruction of property, or other just causes.

**9.5 Time to Confer.** A discharged or suspended employee who is required to leave the property of the Employer will be allowed to discuss the discharge or suspension with the steward of the district, and the Employer will make available an area where the employee may do so. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his steward prior to the employee leaving the premises. An exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving safety, violence, willful destruction of property, or other just causes.

**9.6 Grieving Disciplinary Action.** Should an employee who receives a disciplinary action, other than discharge or suspension, consider the discipline to be improper, a grievance may be initiated at the first step of the Grievance Procedure.

9.6.1 Should a discharged or suspended employee consider the discharge or suspension to be improper, the employee may present a grievance in writing through the Chief Steward of the Grievance Committee to the Head of Human Resources, or Human Resources' designee, at the second step of the Grievance Procedure within three (3) working days of receipt of written notice by the Chief Steward (or if unavailable, member of the Grievance Committee, or the Union President) of the suspension or discharge.

**9.7 Prior Incidents.** In taking disciplinary action, the Employer shall not take into account any prior incidents which occurred more than five (5) years previously, unless the incidents were related to discrimination, harassment, and/or workplace violence, in which case the Employer can take into account the nature and severity of the prior incidents.

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

## **ARTICLE 10**

### **PROMOTIONS, TRANSFERS, AND REORGANIZATIONS**

**10.1 Applicant Consideration.** It is the general policy of the University to fill bargaining unit positions from within whenever the best qualified applicant is available within the University. Employees may apply for positions for which they believe they are qualified. All bargaining unit applicants including "interim" bargaining unit employees who meet the minimum qualifications for a bargaining unit position will be given due consideration, including an interview, and will receive proper notification of the disposition of their applications, until the application closing date.

**10.2 Notice of Openings.** In order to provide bargaining unit members an opportunity to apply for bargaining unit position openings, notice of all bargaining unit position openings will be sent to all bargaining unit members by the Human Resources Department at least five (5) working days prior to the stated application closing date. The notice shall include classification title, salary grade and salary range, minimum job qualifications, typical responsibilities, special requirements, job shift, and a stated application closing date.

**10.3 Simultaneous Posting.** All bargaining unit positions will be posted internally before notice of vacancies are sent to external publications or agencies, unless otherwise approved by the Union president.

**10.4 Closing Date.** Nothing in this Article shall prevent the Employer from accepting or considering applications received after the stated application closing date. If the application closing date is extended, it will be extended to all internal and external applicants.

**10.5 Search Procedure.** Promotions and transfers to job openings in this bargaining unit shall be made to the applicant who is best qualified for the position. The Employer will review all bargaining unit applications and interview all qualified bargaining unit applicants. If, after completing the bargaining unit interview process, the Employer chooses to consider other applicants, the Employer may conduct an external (non-bargaining unit members) search for candidates who possess the desired qualifications. The bargaining unit President will be notified in writing if the Employer initiates an external search. If the external search fails to disclose an appropriate applicant, the Employer reserves the right to either select the best qualified bargaining unit applicant for the position, to not fill the position, or to initiate a second search. When an applicant from within the bargaining unit and an applicant from outside the bargaining unit are equally qualified, the bargaining unit applicant shall be given preference. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern.

**10.6 Search Criteria.** Seniority, general performance, attendance, discipline record, training, job skills, education, work experience in a department where the opening exists, other related work experience, interpersonal skills, and the overall needs and interests of the University shall be among the factors in determining the qualifications of an applicant for a promotion or transfer. Each individual bargaining unit candidate is responsible for ensuring that his application for an opening accurately sets forth whatever qualifications he desires the Employer to consider in

evaluating his candidacy, and that the records of the University or other knowledge made known by him to the University indicate his qualifications for the opening.

**10.7 Temporary Assignment.** A temporary assignment is defined as the addition of new job duties not inherent, implied, or otherwise a part of an employee's current realm of responsibilities assigned to the same position due to sickness, accident, disciplinary layoff, vacation, leaves of absence, or sudden and unexpected fluctuation in a department's activity. An attempt shall be made to effect such action on a voluntary basis. Before a supervisor adds a temporary assignment, the supervisor shall consider assigning the additional duties to a qualified less than 1.0 FTE employee in the same department. If the addition of new job duties and responsibilities are assigned to an employee's position by the Executive or Senior Management member, the employee will be paid between five percent (5%) and ten percent (10%) above the employee's current salary for the length of the assignment if the change extends beyond four (4) weeks. If Human Resources determines that the amount should be less than ten percent (10%) the assignment percentage will be reviewed and agreed upon by the a/p position classification committee.

**10.8 Temporary Time Limits.** It is understood that it is not the intent of the Employer to erode the bargaining unit through the use of temporary transfers. A temporary transfer or assignment shall not exceed a four- (4) month period (subject to Section 17.3), at which time the employee will be returned to the employee's former position. If the position is still required after four (4) months, it will be posted in the normal manner as provided in Article 10.2, unless the absent employee is expected to return in the near future, or the fluctuation in the department's activity is expected to decrease in the near future. All temporary assignments or transfers shall be effected in writing by the Employer with copies to the bargaining unit member and the President of the bargaining unit.

10.8.1 Should outside recruitment prove necessary in filling a temporary position, employees who are laid off and qualified will be given first consideration. In the event that two (2) or more laid off employees are qualified, seniority will govern.

**10.9 Interim Appointments.** An employee will be considered "interim" if temporarily assigned to a vacant established or anticipated position which is expected to take longer than four (4) months to fill. An employee assigned to an interim appointment will be eligible for benefits as outlined in Article 19. Such "interim" assignment shall not extend beyond ten (10) months unless by mutual agreement.

**10.10 Reorganizations.** In the event of a reorganization that affects bargaining unit members, the Head of Human Resources, or Human Resources' designee, shall inform the Union President of its contemplated actions. Such notice shall be given as soon as practicable prior to the implementation of the proposed reorganization. The Union may request a Special Conference with the Head of Human Resources, or Human Resources' designee, to discuss concerns the Union may have prior to the implementation of such reorganization.

## **10.11 Transfers Due To Illness, Injury, or Disability.**

10.11.1 The Employer will make a reasonable effort to reassign employees partially incapacitated as a result of an accident or disease or employees who, because of health or other disability, are not able to continue in their present position. Such reassignment may be made only to a vacant position which the employee is capable of performing.

10.11.2 The regular posting procedure shall not apply to such reassignment.

## **ARTICLE 11**

### **POSITION DESCRIPTIONS AND PAY DECISIONS**

#### **11.1 Position Classification Committee**

(a) **Definition.** The position classification committee shall be comprised of six (6) members: three (3) employer representatives and three (3) members of the UAW Local 2178. Neither the executive, senior management or department head who approves the position description prior to submission to the Position Classification Committee, nor the employee whose position is under consideration for reclassification, shall participate in the committee's deliberations.

(b) **Function.** To assign an Administrative Professional Career Band to newly created positions and to review positions as a result of changes in job content for any position in the bargaining unit.

(c) At least four (4) position classification committee members must be present for a quorum (at least two [2] employer representatives and two [2] UAW 2178 members).

**11.2 Position Descriptions** Each position in the bargaining unit will have a position description that lists all of the essential job duties for that position. This position description will be housed on the position management and recruiting system.

11.2.1 Employees are responsible for working with managers to ensure that position descriptions are up to date. In the event of the addition of significant new job duties not inherent or otherwise a part of an employee's current realm of responsibility, the employee or the employer may initiate a change to the position description in the automated position management and recruiting system, which will be forwarded through the proper channels for approval. Each supervisor within the administration channel shall review and forward the position description to the supervisor at the next level within ten (10) working days If in agreement with the change in job content and/or title. The Executive or Senior Management member will have fifteen (15) working days to approve or disapprove of the changes in job content and/or title. The time lines above can be extended if mutually agreed upon. If the Executive or Senior Management member does not approve of the change in job content and/or title, the responsibilities of the position shall revert to the duties before the change. If the Executive or Senior Management member approves of the change in job content and/or title, the following administrative procedure agreed upon by the Union and the Employer will be in effect:

(a) The position description update will be forwarded to the Human Resources Department.

(b) Human Resources will review the position description to determine if there are significant new job duties that need to be reviewed by the Position Classification Committee. If required, a meeting of the Administrative Professional Position Classification Committee will normally be scheduled within twenty (20) working days from the date of receipt by the Human Resources department. If the changes to the position description are minor, Human Resources will finalize the position description and no further action will be taken.

(c) The Position Classification Committee will have the authority to evaluate and recommend the proper career band.

11.2.2 If the employees and/or supervisor is unsatisfied with the outcome of any action taken as part of section 11.2.1.c above, he/she may submit to Human Resources a request for the Position Classification Committee to reevaluate the position description and the rationale for the request within ten (10) working days of notification of the committee's determination.

11.2.3 Six (6) months must elapse before a position can be submitted for reevaluation unless all of the committee members agree to waive the time limitation.

### 11.3 Pay Definitions

(a) The **position match** is the specific survey job match (by job description), or best-fit internal position placement (where no match currently exists). External market ranges are developed based upon position matches with valid external sources [College & University Professional Association-Human Resources (CUPA-HR) and Corporation for Public Broadcasting (CPB)]. A salary and position match review will be conducted at least once a year.

(b) The **market range** is the minimum to maximum salary range for the position, as determined by the position match.

(c) The **mid-point** is the mid-point for the position match.

(d) The **target range** is the placement range for the individual within the market range. A variety of factors contribute to placement within the target range, including (in no particular order): the market range for the new position, position specific experience, internal equity, employee performance, grant funding, and university resources.

(e) Supplemental pay is provided to an employee if he or she receives a pay increase that places the employee over the maximum of their career band. The employee receives the portion of the increase that brings their base salary to the maximum of the band and the remaining amount is divided by the annual number of pay periods and paid out bi-weekly as supplemental pay.

### 11.4 Pay Decisions

(a) Position description changes within the same band: Salaries for employees with substantial position description changes but no change in career bands shall be given a two percent (2%) to five percent (5%) increase above their current base salary.

(b) Reclassification or promotion to a higher career band: Salaries for employees reclassified to or promoted to a higher career band shall reflect one of the following increases:

- i. For one career band higher, the employee shall be paid a seven percent (7%) increase above their current base salary or if the new salary reflects a rate less than the

minimum rate of the market range of the position, the employee shall be paid at the minimum rate of the market range of the position.

- ii. For two career bands higher, the employee shall be paid a ten percent (10%) increase above their current base salary or if the new salary reflects a rate less than the minimum rate of the market range of the position, the employee shall be paid at the minimum rate of the market range of the position.

(c) Job transfer within the same or lower career band: The base salary for an employee who transfers to a position within the same or lower career band will be determined based on the factors listed in 11.3.d.

(d) If any increase noted in 11.4.a., 11.4.b. or 11.4.c. places an employee above the maximum of the career band, then the employee receives the portion of the increase that brings their base salary to the maximum of the band and the remaining amount of the increase as supplemental pay.

11.4.1 The career band, title, and salary change will be effective the day of initial submission of the position description. If circumstances warrant, the Head of Human Resources, or designee, may approve an earlier date.

**11.5 Salary review** Once within any particular six-month period, should an employee feel that a salary review or adjustment may be in order, the employee should first discuss any possible discrepancy with the supervisor and human resources.



## **ARTICLE 12**

### **CONTRACTING AND SUBCONTRACTING AND PRESERVATION OF WORK**

**12.1 Time and Cost Considerations.** If work currently being done by bargaining unit employees can be performed within the required time limits and at a cost equal to or less than the cost of subcontracting the work and at a standard comparable to the subcontracting work, then such work shall not be subcontracted.

**12.2 Subcontracting Notice.** If the Employer wishes to subcontract work presently performed by bargaining unit employees, the Head of Human Resources, or Human Resources' designee, shall notify the Union in writing prior to the subcontractor commencing in such work.

**12.3 Union Notification.** In the event the Employer creates a classification outside the bargaining unit which includes work performed by bargaining unit employees, the Head of Human Resources, or Human Resources' designee, shall notify the Union in writing.

**12.4 Department Notification.** The Head of Human Resources, or Human Resources' designee, will take appropriate steps to notify all department heads of the requirements of this Article.

## **ARTICLE 13**

### **WORKDAY AND WORKWEEK/OVERTIME PAY**

**13.1 Work Schedules.** The normal workday shall consist of eight (8) hours, exclusive of a lunch period without pay; provided, however, that this shall not constitute any guarantee of eight (8) hours per day nor does it affect the requirement that an administrative employee is responsible for performing the full range of the employee's duties and responsibilities without regard to any fixed number of hours in any given workday.

**13.1.1 Workweek.** The normal workweek shall consist of five (5) days of forty (40) hours per week; provided, however, that this shall not constitute any guarantee of five (5) days or forty (40) hours per week nor does it affect the requirement that an administrative employee is responsible for the full range of the employee's duties and responsibilities without regard to any fixed number of hours in any given workweek.

**13.1.2 Flexible Schedules.** By mutual agreement between the employee and their supervisor, and upon approval of the appropriate Executive or Senior Management member, "flex-time" (i.e., a schedule of hours different from the regular workday) may be maintained in a department.

**13.2 Wellness Breaks.** Wellness breaks shall be taken in a manner that does not interfere with the efficiency of the work unit. Employees may take a paid wellness break of not more than fifteen (15) minutes up to twice a day. Wellness breaks are not to be used to cover an employee's late arrival to work, early departure, or to extend an unpaid lunch break. However, special considerations may be given by the supervisor to accommodate the late arrival or an extended lunch due to attending a fitness class/session.

**13.3 Exemption Status and Overtime.** For the purpose of determining compensation for time worked beyond the normal workweek, employees will reside in one (1) of three (3) groupings:

- (a) Nonexempt employees as defined by state or federal law.
- (b) Exempt employees, except employees working in live-in positions.
- (c) Employees working in live-in positions.

Employees will be notified of their exemption status. Any changes to the exemption status will be communicated in writing.

**13.3.1** Overtime shall be assigned at the discretion of the Employer. Where it is practical to do so, the University agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.

**13.3.2** All overtime work, except that done in emergency situations, must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time shall not be awarded for overtime work not approved in advance by the

supervisor. If an employee performs work in an emergency situation, the employee may apply for overtime or compensatory time approval after the work is performed.

13.3.3 An employee who is on annual leave and reports for work at the Employer's request, will not be charged annual leave for that day.

13.3.4 For purposes of computing overtime pay or compensatory time, a paid holiday, paid sick day, or paid vacation day shall be considered as time worked.

13.3.5 Before an employee with compensatory time transfers to another department, Human Resources will examine applicable laws and will contact affected departments where necessary. A representative of Human Resources and the employee, and a union representative if so requested, will discuss any concerns regarding use or pay out of the compensatory time.

**13.4 NONEXEMPT (OVERTIME ELIGIBLE).** The Employer will pay overtime as required by state or federal laws to those nonexempt employees eligible for overtime payments under applicable law.

13.4.1 At the nonexempt employee's request and with approval of the employee's supervisor, an hour and one-half of compensatory time shall be allowed for each hour of overtime worked.

13.4.2 Accrued hours of compensatory time may be "banked" up to a total of two hundred and forty (240) hours of compensatory time [one hundred and sixty (160) hours of overtime worked]. The Employer shall have the option of paying a nonexempt employee for any accrued compensatory time in excess of eighty (80) hours of compensatory time.

13.4.3 A nonexempt employee who has accrued compensatory time and requests use of the time shall, with the approval of the employee's supervisor, be permitted to use the time off within a reasonable period of time after making the request provided that it does not unduly disrupt the operations of the Employer. The Employer agrees to consider the desires of the employee when scheduling use of compensatory time.

13.4.4 If the Employer cannot grant a nonexempt employee's request for use of compensatory time within a reasonable period because it would unduly disrupt the Employer's operation, the Employer agrees that the employee shall have the option of being paid any or all of the employee's unused "banked" compensatory time. The employee shall provide written notice to the Employer and shall be paid the requested "banked" compensatory time on the second pay date after receipt of the written notice.

13.4.5 A nonexempt employee required to report for work for which there has been no advance notification and which is not continuous with the employee's scheduled work period, shall be guaranteed at least three (3) hours' pay.

**13.5 EXEMPT (OVERTIME INELIGIBLE).** Exempt employees required and scheduled to work over forty (40) hours in a regular workweek, including time for professional development, are eligible for and may request an equal amount of compensatory time. However, if an

employee voluntarily works additional time without prior approval, the employee may not be eligible for compensatory time. Compensatory time will be granted at times when it does not interfere with the departmental operation. This provision does not apply to circumstances as defined in Sections 13.5.1, and 13.5.2.

13.5.1 When exempt employees are required to travel and their absence from campus extends beyond 8 p.m. or overnight as a result of travel, they will receive two (2) hours of compensatory time for each day of travel; provided that the employee has exceeded the normal workday.

13.5.2 Exempt employees working in live-in positions, in view of their compensation in the form of room and board and living arrangements, and due to the unique requirements of their jobs, shall not be entitled to overtime or compensatory time; provided, however, when an employee working in a live-in position is required to work on a University holiday, one (1) day of compensatory time shall be allowed for each holiday worked. In addition, employees working in live-in positions will be off duty two (2) weekends per month or have the option of one (1) weekend and two (2) additional days per month by prior arrangement with the appropriate supervisor.

13.5.3 Any compensatory time accrued and approved under Sections 13.5, 13.5.1, and 13.5.2 between July 1 and December 31 will be used by June 30 of the following year and any compensatory time accrued and approved under Sections 13.5, 13.5.1, and 13.5.2 between January 1 and June 30 will be used by December 31 of the same year, with the provision that an extension may be approved by the Head of Human Resources or Human Resources' designee. The University agrees to consider the desires of the employee when scheduling compensatory time.

13.5.4 On-Call Determination. On-call time, as defined by the Fair Labor Standards Act, is time spent by employees, usually off the working premises, in their own pursuits, where the employee must remain available to be called back in to work on short notice if the need arises. Determination of employees who may be eligible for on-call pay is based on the following factors:

- Physical restrictions placed on an employee while on call
- The required response time if called in
- The percentage of calls expected to be taken
- The frequency of actual calls during the on-call periods
- Employee use of time during the on-call period
- The disciplinary action, if any, taken against employees who fail to respond

13.5.4.1 Exempt bargaining unit members who work in Information Technology and Technical Services departments who are designated to be available and on-call for 24 hours a day for a

period of one (1) week, shall receive four (4) hours of compensatory time for that one (1) week period. Such compensatory time is subject to the provisions of Article 13, including 13.3.4.

## **ARTICLE 14**

### **CONSULTING, OUTSIDE EMPLOYMENT, AND CONFLICT OF INTEREST**

**14.1 Conflict of Interest.** Employees may engage in consulting or outside employment (including acting as an expert witness) only if it does not interfere in any way with University duties and does not adversely affect the quality of University service and does not result in a conflict of interest.

**14.2 Consulting Activities and Outside Employment.** Employees engaged in consultation activities or outside employment shall, prior to undertaking such activities, advise their department or division head and vice president in writing of the anticipated scope and direction of their consulting activity or outside employment. Employees may not use University resources to engage in consulting activities or outside employment. If, in the opinion of the department or division head, outside employment or consulting activity interferes with University duties or adversely affects the quality of University service or presents a conflict of interest, the employee may be asked to terminate the outside employment or consulting activity. If the employee refuses to terminate the outside employment or consulting activity, the employee's appointment may be changed to a part-time basis, properly prorated, on a short-term basis. If the employee's outside employment or consulting activity continues to affect the quality of University service, the employee will be asked to terminate the outside employment or consulting activity. If the employee refuses to terminate it, the employee will be subject to discharge.

**14.3 Time Limits.** The time devoted by staff members to outside consultation shall be limited to an aggregate of two (2) working days per month.

## **ARTICLE 15**

### **TEMPORARY EMPLOYEES**

**15.1 Temporary Employees.** The Employer and the Union agree that it may become necessary to recall laid off employees to temporary assignment or to hire temporary employees on a full- or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit.

**15.2 Definition.** The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive months in the same position and is established for:

- (a) a specific project;
- (b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation; or
- (c) augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages.

**15.3 Union Notification.** In the event that a vacated bargaining unit position or a new temporary position is filled by a temporary employee, the Employer will provide the Union President with the name of the person assigned and the department to which the temporary employee has been assigned. The temporary filling of a vacated bargaining unit position or a temporary position shall not exceed four (4) months unless the Employer posts a notice of vacancy for that position in which case the Employer may extend the temporary position for an additional three (3) months in order to complete the hiring process. Should the Employer decide that it is necessary to fill the vacated position on a permanent basis, the position will be posted no later than the expiration of the four (4) month period as provided in Article 10.

**15.4 Fringe Benefits.** Temporary employees, except for laid off employees who are recalled to temporary assignments, will not be eligible for University fringe benefits with the exception of those mandated by State or Federal law. Laid off employees who are recalled to temporary assignments shall be entitled to any fringe benefits incident to the position to which they are recalled.

**15.5 Temporary Pay Rate.** Temporary employees will be paid the minimum rate of the position's market range.

**15.6 Student Employees.** Any person enrolled for at least six (6) credit hours in a degree granting program and employed under the work-study program or any other student employment program monitored by the Financial Aid Office, or performing services for compensation in order to fulfill an academic requirement, student internship, or graduate assistantship shall be

considered a student employee. A graduate student is required to be enrolled for a minimum of four (4) credit hours in a degree granting program to qualify as a student employee. Student employees shall not be used in a manner that results in the elimination of a bargaining unit position or the layoff of a bargaining unit member.



## ARTICLE 16 LEAVES

### 16.1 Leaves of Absence With Pay

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

**16.1.2 Funeral Leave.** If a death occurs among members of an employee's immediate family (as defined below), the employee will be excused from work, with pay, for three (3) working days in order to attend the funeral and to make other necessary arrangements. In the case of a parent, parent-in-law, spouse or designated individual\*, child, or stepchild, five (5) working days will be permitted. Because of extenuating circumstances, the Head of Human Resources, or Human Resources' designee, may grant the bereaved employee additional time charged to the employee's accumulated annual leave or may extend the period of this funeral leave. An employee will be allowed one (1) day to attend the funeral of an uncle, aunt, nephew, or niece of the employee or employee's spouse.

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

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

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

**16.1.3 Military Leave.** The Employer will abide by federal and state laws regarding eligible employees who serve in uniformed services and take leaves of absence for such services.

16.1.3.1 The Employer will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less, for a period not to exceed fifteen (15) work days in any one calendar year. In order to receive this difference, the employee shall furnish the

Employer with written evidence of the amount of base service pay the employee was eligible to receive.

16.1.3.2 Although an employee cannot be required to use annual leave to complete a period of training or service, an employee may, at his or her sole option, choose to use accrued annual leave during a period of training or service.

**16.1.4 Fitness for Duty.** If the fitness of an employee to continue in his responsibilities becomes questionable for reasons of physical or mental health, Human Resources shall discuss the matter with the employee in a personal conference. In cases of potential workplace violence concerns as determined by the NMU Police Department and Human Resources, the personal conference will be replaced by a conference between Human Resources, the NMU Police Department, and a Union representative. If a determination for leave is made, Human Resources shall notify the employee by mail. If the problem cannot be resolved in such a conference, the Employer may require the employee to submit to a physical or psychiatric evaluation. The Employer may designate an examiner who must be a licensed physician or psychiatrist and the Employer will assume the cost of the examination. In the event the medical examination results in a finding that the employee is unable to discharge his duties in a competent manner, the Union recognizes that the Employer may have to place the employee on an approved leave (e.g. medical leave, FMLA, etc.), with entitlement to any applicable pay (e.g. sick leave, short-term disability, long-term disability, workers compensation, etc.). Before an employee is involuntarily placed on such a sick leave, the Employer will notify the President of the Union and give the Union an opportunity to make any objections it has to the proposed action.

## **16.2 Leaves of Absence Without Pay**

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

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

(b) With the exception of FMLA, fringe benefits ordinarily provided to the employee shall not be provided during the period of the leave; provided, however, that the employee may contact the Human Resources Department to make arrangements for the continuation of group life insurance, group health insurance, dental insurance, and vision insurance at the employee's own expense.

(c) During the time an employee is on a leave of absence, the employee's position may be filled through temporary employment. By mutual agreement of the University and the Union, the status of temporary may be maintained beyond the normal four (4) month period. At the time the employee on leave of absence returns, the employee shall resume his former position if it is funded or the employee shall exercise his bumping rights.

(d) The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine an employee to verify disability or before returning to active

employment. In the event the employee challenges the diagnosis of the physician chosen by the University, the employee, with the assistance of the appropriate Union officials, and the Employer will agree to employ a third physician to examine the employee. The diagnosis of the third physician shall be binding on all parties and the costs of such services shall be shared equally by the Union and the Employer.

(e) Leaves of absence must be approved by the administrative head or Human Resources, as appropriate.

(f) Application for extension of leaves of absence must be made prior to the expiration of the leave.

(g) The employee will not receive pay for the holidays falling within the leave of absence.

(h) The employee will not accrue annual leave while on a leave of absence.

(i) An employee who does not return from a leave of absence upon the expiration of the leave shall have his employment terminated.

(j) For leaves longer than thirty (30) days, if an employee fails to notify the Head of Human Resources, or Human Resources' designee, in writing at least thirty (30) calendar days prior to the expiration of the leave of absence of the employee's intent to return to work, then the employee shall be deemed to have voluntarily resigned and his employment will thereby be terminated; provided, however, the Head of Human Resources, or Human Resources' designee, may consider extenuating circumstances beyond the employee's control in considering the employee's termination due to timeliness of the notice.

### **16.2.2 Illness or Disability Leave**

16.2.2.1 Employees who have been employed full-time on a continuous basis for one (1) year or longer will apply for benefits under the Long-Term Disability Program as specified under Article 17. Employees who receive benefits under the Long-Term Disability Program will be considered to be on a disability leave and are subject to the conditions of Article 17.

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

(a) An employee who (1) is unable to work because of personal sickness or injury including pregnancy and pregnancy related disability and (2) has exhausted sick leave pay, personal leave hours, short-term disability benefits and annual leave under Article 17, if applicable, shall be granted a leave of absence without pay upon request in writing and upon the Human Resources Department receiving satisfactory written medical documentation.

(b) The leave of absence shall be for the period of continuing medical condition, but not to exceed three (3) months, at which time if the employee does not return to work, employment will be terminated.

(c) The Employer will provide appropriate medical coverage, dental, and vision coverage as provided in Article 17, if applicable, and group life insurance equal to one (1) times the regular annual salary for eligible employees on an approved leave of absence due to sickness or disability (including those receiving Workers' Compensation benefits). However, employees are responsible for paying the necessary premiums, if any, for such plans including supplemental and dependent life insurance.

16.2.2.3 Please refer to Section 16.2.1 for General Conditions regarding leaves of absence without pay.

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

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

16.2.3.1 Please refer to Section 16.2.1 for General Conditions regarding leaves of absence without pay.

**16.2.4 Family and Medical Leave Act (FMLA) Leave.** The provisions of this Article are intended to comply with the Family and Medical Leave Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article, these FMLA provisions do not impair any rights granted under other provisions of this Agreement. For any questions regarding the FMLA leave or its processes, please contact Human Resources.

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

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

(a) for the birth of a son or daughter of the member and to care for such child.

(b) for the placement of a child with the member for adoption or foster care.

(c) to care for a spouse or designated individual, child, or parent of the member if the former has a serious health condition, or

(d) because of a serious health condition of the member, which renders him/her unable to perform the functions of the member's position.

(e) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

FMLA Leave runs concurrent with other forms of paid leave.

16.2.4.3 If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or designated individual, child, or parent who has a serious health condition, the employee is first required to exhaust any available paid vacation leave and any other applicable paid leave (e.g., personal leave days, dependent care leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) weeks of leave shall be unpaid.

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

16.2.4.4 The requested leave is due to the employee's own serious health condition, the employee is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) weeks of leave shall be unpaid.

16.2.4.5 The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any bargaining unit member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position to which the member would have been entitled had the member not taken the leave.

16.2.4.6 Bargaining unit members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

16.2.4.7 During the period of a FMLA leave, the Employer shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the member had continued in employment for the duration of the leave; provided, however, that the Employer may recover the premiums paid for maintaining coverage for the member under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Sections 16.2.4.2 (c), (d), or (e), or other circumstances beyond the member's control. The

Employer may require certification of inability to return to work as specified and allowed by the FMLA.

16.2.4.8 An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, it will expire no later than the end of the twelve (12) month period. For example, a bargaining unit member who requests a leave at the start of the twelfth month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

16.2.4.9 Spouses, or designated individuals, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse or designated individual who is suffering from a serious health condition, or if the leave is necessitated by the member's own serious health condition.

16.2.4.10 An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Head of Human Resources, or Human Resources' designee, 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.

16.2.4.11 An eligible employee who foresees the need for a leave of absence due to planned medical treatment for himself, his spouse or designated individual, child or parent, should notify, in writing, the Head of Human Resources, or Human Resources' designee, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such an employee must also give at least thirty (30) calendar days' written notice, unless impractical in which case the employee must provide as much written notice as circumstances permit.

16.2.4.12 If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the employee must be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the employee is needed for such care.

16.2.4.13 If the requested leave is because of a serious health condition of the bargaining unit member which renders her/him unable to perform the functions of the member's position, the bargaining unit member may be required to file with the Employer the physician's or health care provider's statements as allowed by the FMLA.

16.2.4.14 Leaves taken under Sections 16.2.4.2 (a) or (b) above shall not be taken intermittently unless the Employer and the bargaining unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, leaves taken under Sections 16.2.4.2 (c), (d), or (e),

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 member to transfer temporarily to an available alternative position offered by the Employer for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the member's regular position.

16.2.4.15 A bargaining unit member on an approved leave under this Article must report to the Head of Human Resources, or Human Resources' designee, every four (4) work weeks regarding her/his status and intent to return to work upon conclusion of the leave.

16.2.4.16 In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Sections 16.2.4.2 (c), (d), or (e), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

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

- (a) The employee has been regularly employed for five (5) or more consecutive years; and
- (b) Such leave will terminate at the end of two (2) years or when the employee ceases to be a full-time student, whichever occurs first.
- (c) Such leave may be for nondegree employee improvement programs in addition to degree programs.
- (d) Please refer to Section 16.2.1 for General Conditions regarding leaves of absence without pay.

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

- (a) Employees are expected to discuss such candidacy or appointment with their division or department head prior to public announcement.
- (b) Employees undertaking political candidacy will be expected to meet all of their University obligations unless a leave of absence without pay is taken for the time involved. Taking a leave of absence without pay shall not normally be required in the case of candidacy for local or county office or in a primary contest unless the primary campaign might interfere with the person's normal duties. In the case of candidacy for state or national office, a leave of absence without pay shall normally be required after the primary election. If the employee receives party nomination to state or national office, the employee shall request a leave of absence without pay.
- (c) University facilities and services are not to be used by staff members running for office or in campaigning for a specific candidate; provided, however, that unit members (in their capacity as

citizens and not in their capacity as employees) shall have the same access to University facilities and services that any other citizen may have.

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

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

(f) Please refer to Section 16.2.1 for General Conditions regarding leaves of absence without pay.

**16.2.7 Union Leave.** An employee elected or appointed to a position with the International Union, or delegated by the Local Union, which necessitates a leave of absence, may request an unpaid leave of absence. Such request shall be made to the Head of Human Resources, or Human Resources' designee, as far in advance as possible, but in no event later than thirty (30) days prior to the day such leave is to become effective. Such requests must be made in writing and must be signed by the UAW Director of Region 1D. Such leaves shall be granted by the University for a period of not less than sixty (60) days and not more than two (2) years or the term of office, whichever may be shorter. No more than two (2) employees will be allowed to take such leave for any given period. An employee who fails to notify the Head of Human Resources, or Human Resources' designee, in writing, at least sixty (60) calendar days prior to the expiration of the leave of absence of intent to return to work, shall be deemed to have voluntarily resigned and employment will thereby be terminated; provided, however, the Head of Human Resources, or Human Resources' designee, may consider extenuating circumstances beyond the employee's control in considering the employee's termination due to timeliness of the notice.

16.2.7.1 Please refer to Section 16.2.1 for General Conditions regarding leaves of absence without pay.



## **ARTICLE 17**

### **BENEFITS**

#### **17.1 Holidays**

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

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

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

17.1.2.1 Those employees hired after December 31 of the then current fiscal year are not eligible for "floating" seasonal bonus days until the subsequent fiscal year.

17.1.3 If an employee is scheduled to work on a designated holiday, the employee will be paid at the straight time rate and will be granted two (2) hours of compensatory time for each hour worked. Such time off will be arranged with the supervisor who will make an effort to grant the additional time off as near as practical to the designated holiday.

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

17.1.5 No Holidays or Seasonal Bonus Days will be "cashed out."

17.1.6 "Floating" Seasonal Bonus Days may be utilized in increments of one (1) hour.

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

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

17.1.9 Employees who are regularly scheduled to work at least twenty (20) hours per week will be entitled to holiday and seasonal bonus day pay proportionate to the time actually worked. Temporary employees as defined in Article 15 and employees who regularly work less than twenty (20) hours per week will not qualify for holiday or seasonal bonus day pay.

## **17.2 Sick Leave**

17.2.1 Full-time employees shall be eligible for up to two hundred forty (240) hours of sick leave with pay per fiscal year.

17.2.1.1 In their initial year of employment or upon return to work from layoff or an unpaid leave of absence, employees hired or returned to active employment from layoff or unpaid leave between July 1 and September 30 shall be eligible for up to two hundred and forty (240) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between October 1 and December 31 shall be eligible for up to one hundred sixty (160) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between January 1 and March 31 shall be eligible for up to one hundred twenty (120) hours of sick leave; and employees hired or returned to active employment from layoff or unpaid leave between April 1 and May 31 shall be eligible for up to sixty-four (64) hours of sick leave in the fiscal year. Employees hired or returned to active employment from layoff or unpaid leave after May 31 shall be eligible for sick leave in the subsequent fiscal year.

17.2.2 Employees who are regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours per week will be entitled to sick leave proportionate to the time actually worked. Temporary employees as defined in Article 15 and employees who regularly work less than twenty (20) hours will not qualify for sick leave.

17.2.3 If an employee is in a period of continuing sick leave utilization at the change of fiscal years, the employee will be required to re-qualify for sick leave by returning to active employment and working a period of twenty (20) consecutive work days.

17.2.4 All payments for sick leave shall be made at the employee's current rate of pay.

17.2.5 Any sick leave taken for less than a full day will be charged in increments of tenths of one (1) hour. (e.g., absence of two (2) hours and five (5) minutes would be charged at two and one-tenth (2.1) hours of sick leave.)

17.2.6 Sick leave shall be available for use by employees for the following purposes:

- (a) Personal illness or incapacity over which the employee has no reasonable control.
- (b) Absence from work because of exposure to contagious disease which, according to Marquette County Health Department standards, would constitute a danger to the health of others by the employee's attendance at work.
- (c) Medical and dental appointments or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonworking hours.

17.2.7 Employees who have exhausted their sick leave and are still unable to return to work, must apply for either a leave of absence for illness or disability as specified under Section 16.2.2 or short-term or long-term disability as specified under Sections 17.3 or 17.4, whichever is applicable.

17.2.8 An employee using sick leave during a period that includes a scheduled holiday or seasonal bonus day will be paid for the holiday or seasonal bonus day but will not be charged a day of sick leave.

17.2.9 Employees are required to notify their department or division head of all absences due to sickness on a daily basis. Where an employee is expected to be hospitalized or confined to the home, the employee and the employee's department or division head may arrange for notification at appropriate intervals.

17.2.10 An employee who has been severely ill or who has been hospitalized because of illness or surgery must provide a statement to Human Resources from the employee's personal physician stating that the employee is able to resume assigned duties, including any limitations attached thereto.

17.2.11 In the case of extended sick leave absences or in an effort to determine the validity of an employee's use of sick leave, the employee may be requested to furnish a physician's statement of physical condition to Human Resources who shall be responsible for verifying absence due to illness or disability.

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

### **17.3 Short-Term Disability**

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

(a) Upon receipt of satisfactory medical the employee will receive seventy-five percent (75%) of the employee's base salary and will continue all current benefits' coverages. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) short-term disability payment and full salary.

(b) The benefits provided in the preceding paragraph will continue until the Long-Term Disability Insurance Program becomes effective, or until the employee recovers and resumes regular duties, or until the employee dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability.

(c) Once the employee is placed on short-term disability, the employee shall cease to earn vacation.

(d) An employee who returns to work after having received short-term disability will be required to re-qualify for short term disability benefits by working a period of twenty (20) consecutive work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Head of Human Resources, or Human Resources' designee, in cases of very serious illness or disability. Exceptions shall be granted at the sole discretion of the Employer and any such decision to grant or deny any exception shall not be grievable.

17.3.2 Employees who are not eligible under the Long-Term Disability Insurance Program will be paid under the provisions of the Sick Leave and Short-Term Disability Policies. Once these benefits have been exhausted, salary payments will cease. Employees may be eligible for an unpaid Illness or Disability Leave as specified in Section 16.2.2.

#### **17.4 Long-Term Disability**

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

17.4.2 The definition of total disability is as specified in the insurance policy. You must be under the regular care of a physician, other than yourself or a member of the family.

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

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

17.4.5 The Employer will provide medical coverage, dental, and vision coverage, if applicable, as provided in Section 17.5, 17.6, and 17.7 and one (1) times regular annual salary as group life insurance as provided by our carriers for those receiving long-term disability benefits to a maximum of two (2) calendar years.

17.4.6 Employees who receive this benefit are considered to be on a disability leave as specified in Article 16, Section 16.2.2, to a maximum of two (2) calendar years, at which time employment shall be terminated.

17.4.7 An employee who returns to work prior to the expiration of the two (2) calendar year disability leave period and works less than six (6) months and subsequently becomes totally disabled will be eligible to revert back to disability leave status in order to utilize the remaining portion of the two (2) calendar year leave of absence period. Upon exhaustion of the remaining portion, the employee's employment shall be terminated.

## **17.5 Medical Program**

17.5.1 The Board will, during the life of the Agreement, maintain and contribute to the cost for the current hospitalization and medical program for bargaining unit members regularly scheduled to work thirty (30) hours or more per week (1,560 hours or more per year). Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the hospitalization and medical program by paying the University the difference between the University's full contribution and the full-time equivalent cost (e.g., for an employee scheduled to work twenty [20] hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit. Employees must complete and file an application in accordance with the Board's and the administrator's regulations.

17.5.2 The health plan year is January through December.

17.5.3 Effective January 1, 2016, the University will offer the Community Blue PPO with ECM \$2000/\$4000 plan. The Board will elect the 80%/20% requirements of Section 4 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011), hereinafter referred to as the "Act", for the immediate future. Accordingly, the University will pay no more than 80% of the total annual costs of the medical benefit plan selected above. Employees will pay 20% of the total annual costs of the medical benefit plan selected above. For purposes of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan, administrative fees, stop loss reinsurance, fees and taxes mandated by state and federal law, and all Employer payments for reimbursement of co-pays, deductibles, payments into health savings accounts, flexible spending accounts or similar accounts used for health care, but does not include the costs of dental and vision and does not include beneficiary-paid co-payments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. The employee's share of premium or illustrated rates will be paid via payroll deduction. The election by the University under Section 4 and 8 of PA 152 may be made annually. If, during the life of this Agreement, the University fails to elect 80%/20%, by default the University will instead use the "hard caps;" the parties will promptly negotiate this decision's impact on the bargaining unit.

17.5.4 The Union authorizes the University to withhold the bargaining unit member's health insurance premium/illustrated rate contributions through 26-pay pre-tax payroll deduction based on a single, two-person, family plan. Deductions will be made on a bi-weekly schedule through

the NMU premium conversion plan, which means that contributions will be withheld in such a way that they are not subject to state, federal, social security, or Medicare withholding. The dollar amounts of withholding may be increased or decreased without further specific authorization, provided that employees receive 30 days advance notice of the amount of any increase in withholding.

If it is determined that an employee has paid more than the actual amount owed due to an error, the bargaining unit member will be issued a refund. The refund will be processed during the earliest possible payroll cycle and the Union President will be notified.

17.5.5 The Employer may withhold \$2.50 per covered employee per year to help fund wellness activities of the Health Care/Wellness Committee. The Employer also agrees to contribute \$2.50 per covered employee per year for this purpose.

17.5.6 In the event that the Employer exercises its right to change insurance carriers, including third party administrators, any substantial changes in coverage would be subject to the provisions of the Collective Bargaining process. The Union and representatives of the Board will hold a Special Conference to discuss any proposed future changes to health care prior to any implementation action.

17.5.7 Those employees, MPSERS retirees, covered under the Non-ORP as specified in Section 17.10.6 are not eligible for the hospitalization and medical program.

## **17.6 Dental**

17.6.1 The University agrees to contribute the full cost per bargaining unit member of a family plan illustrative premium for bargaining unit members regularly scheduled to work at least thirty (30) hours per week (1,560 hours per year) for a defined dental plan for all participating full-time bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the dental program by paying the University the difference between the University's full contribution of the plan in which they are enrolled (Single, Two Person, or Family) and the full-time equivalent cost (e.g., for an employee scheduled to work twenty (20) hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit.

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

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

17.6.4 The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll bargaining unit members, and to communicate with the insurance carrier regarding administration of the plan.

## **17.7 Vision**

17.7.1 The University agrees to contribute the full cost per bargaining unit member of a family plan illustrative premium for bargaining unit members regularly scheduled to work at least thirty (30) hours per week (1,560 hours per year) for a defined vision plan for all participating full-time bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the vision program by paying the University the difference between the University's full contribution of the plan in which they are enrolled (Single, Two Person, or Family) and the full-time equivalent cost (e.g., for an employee scheduled to work twenty (20) hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit.

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

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

17.7.4 The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll bargaining unit members, and to communicate with the insurance carrier regarding administration of the plan.

## **17.8 Life Insurance**

17.8.1 The University will pay the premiums for term life insurance equal to an employee's annual base salary rate, (rounded to the next highest multiple of one thousand dollars [\$1,000]), with an accidental death and dismemberment rider, for all full-time and part-time employees who complete the necessary forms for this coverage within thirty (30) days of obtaining full-time status.

17.8.2 Additional personal coverage equal to five (5) times the employee's annual base salary rate (rounded to the next highest multiple of one thousand dollars [\$1,000]), may be obtained at the employee's cost, including coverage for the employee's spouse and/or dependent children, including foster children. The University agrees to make available to the Union the available options for employee-paid, increased dependent life insurance coverage when the life insurance contract is renegotiated.

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

**17.9 Insurance Obligation.** The University's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's or administrator's rules and regulations.

## **17.10 Retirement**

17.10.1 Employees who are scheduled to work at least twenty (20) hours per week are eligible to participate in the Teachers Insurance and Annuity Association (TIAA) Retirement Program if they complete the necessary application forms within ninety (90) days of their employment date. Employees scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

17.10.2 Employees first hired prior to January 1, 1996 who did not elect TIAA are covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPERS).

17.10.3 (a) For those employees hired prior to October 1, 1998 who participate in TIAA, the Employer shall contribute twelve and one-half percent (12.5%) of salary up to \$20,000 of salary paid and seventeen and one-half (17.5%) of salary paid above \$20,000.

17.10.3 (b) For those employees hired October 1, 1998 or later, but prior to October 1, 2010, who participate in TIAA, the Employer shall contribute twelve and one-half percent (12.5%) of salary.

17.10.3 (c) For those employees hired October 1, 2010 or later, who participate in TIAA, the Employer shall contribute seven and one-quarter percent (7.25%) of salary, and will further match an employee's contribution up to one and one-half percent (1.5%) of salary.

17.10.4 Effective January 1, 2000, the salary base for retirement contribution purposes will no longer include "in kind" payments (e.g., value of meals, lodging, personal use portion of an employer-furnished vehicle, etc.).

### **17.10.5 Non-Other Retirement Plan (ORP)**

17.10.5.1 Effective January 26, 2006, the University shall make contributions to the Non-ORP with TIAA for MPERS retirees who are scheduled to work at least twenty (20) hours per week and who have completed the necessary application forms within ninety (90) days of their employment date. Employees scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

17.10.5.2 (a) For those employees, MPERS retirees, hired prior to October 1, 2010, and covered under the Non-ORP, the Employer shall contribute twelve and one-half percent (12.5%) of salary.

17.10.5.2 (b) For those employees, MPERS retirees, hired after October 1, 2010, covered under the Non-ORP, the Employer shall contribute seven and one-quarter percent (7.25%) of salary, and will further match an employee's contribution up to one and one-half percent (1.5%) of salary.



17.10.5.3 Those employees, MPSERS retirees, covered under the Non-ORP are not eligible for coverage under the University's hospitalization and medical program.

### **17.10.6 Retirement Privileges**

17.10.6.1 Upon retirement, employees will receive a membership card from the NMU Retirees Association which will entitle them to all the NMU Retirees Association privileges.

17.10.6.2 To be eligible for retirement privileges as a retiree of Northern Michigan University, regardless of the retirement program in which the bargaining unit member participates, the total of a bargaining unit member's age and years of service at NMU must equal or be greater than seventy (70) as of the retirement effective date and the bargaining unit member must have a minimum of ten (10) years of full-time service with the University.

### **17.11 Tuition Scholarship Program**

17.11.1 Tuition scholarships will be awarded to employees, spouses, and dependent children (son, stepson, daughter, stepdaughter, and a legally adopted child) on a space available basis.

17.11.2 Employees, spouses, and dependent children, as identified in Section 17.11.1 and in accordance with the dependent children tuition scholarship benefits procedure, shall be allowed to take an unlimited number of credit hours per semester.

17.11.3 Employees may enroll in courses up to a maximum of four (4) credit hours during regular working hours. Arrangements for such time off must be made with the immediate supervisor. All time so devoted will be made up within the same biweekly pay period through arrangements with the immediate supervisor and/or department head. If the Employer assigns a bargaining unit member to take a class offered only during the employee's scheduled work time, the employee shall not be required to make up the time.

17.11.4 Those who participate in the Tuition Scholarship Program are not eligible to receive additional University funded scholarships or grants.

17.11.5 In the event of an employee's death, the surviving spouse as long as he/she does not remarry, and dependent children as identified in Section 17.11.1 and in accordance with University policy, who are participating in the Tuition Scholarship Program as specified in Section 17.11.2 at the time of the employee's death may continue in the Program until completion.

17.11.6 In the event of death to an employee who had at least fifteen (15) years of service at NMU, the surviving spouse, as long as he/she does not remarry, and the dependent children as identified in Section 17.11.1 and in accordance with University policy, when they become eligible for enrollment at NMU may participate in the program until they complete their course of study.

17.11.7 No employee on an unpaid leave of absence (except those receiving long-term disability benefits) or their spouse or dependent children as identified in Section 17.11.1 and in accordance with University policy, shall receive such a scholarship unless it is approved by the Head of Human Resources, or Human Resources' designee, prior to the commencement of such leave.

17.11.8 Northern Michigan University will abide by state and federal laws regarding the taxability of tuition benefits.

### **17.12 Bookstore Discount**

17.12.1 Full-time employees, their spouse and dependents (as defined by the IRS), and retirees and their spouses shall receive a 20% discount on books and a 10% discount on all other merchandise available at the Bookstore except special orders, sale books, class and alumni rings, cap and gown rentals and purchases, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

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

**17.13 Recreation Membership/Walking Pass.** The Employer will provide each bargaining unit member who completes the annual application process a single Recreation Membership or a single walking pass (if required to pay) for themselves. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such employees. Once per year, employees may sponsor one (1) person, in lieu of a spouse, for a recreation membership at the reduced rate which would otherwise be afforded family members of the employee.

### **17.14 Vacation**

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

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

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

17.14.2 An employee must be compensated for forty (40) hours of the pay period in order to accrue vacation.

17.14.3 Accumulated vacation may be used as earned.

17.14.4 All leaves will be granted at the convenience of the Employer with the provision that an employee with greater seniority will be given priority consideration for his original request of vacation dates by the employee's department or division head.

17.14.5 When a regular paid holiday or seasonal bonus day is observed by the University during the time the employee is on vacation, the employee will not be charged with a vacation day.

17.14.6 Employees in positions financed by grants will abide by the vacation schedules as specified in Article 8 except when the terms of the grant are established exclusively by a source outside the University and specify otherwise.

17.14.7 Departments or Divisions which experience "slack" or "down" periods may require that vacation time be used during these periods. The minimum increment to be so used is one (1) day.

17.14.8 Employees employed on appointments less than twelve (12) months and whose position is related to the academic calendar will in most instances be required to take their vacation during the periods when classes are not in session.

17.14.9 Actual time off must be taken in order to receive payment for vacation except an employee will receive pay in lieu of actual time off under the following circumstances:

(a) Retirement; or

(b) Cessation of employment; or

(c) Death, in which case the pay for unused vacation will be paid to the beneficiary designated on the Authorization to Disburse Earnings and Allowances form on file in the Human Resources Department, if any, or to the estate of the deceased employee.

17.14.10 Employees will continue to accrue vacation hours while on vacation and sick leave, except those terminating their employment will not accrue vacation days beyond the last day worked.

17.14.11 Employees who are regularly scheduled to work at least twenty (20) hours per week will be entitled to vacation days proportionate to the time actually worked. Temporary employees as defined in Article 15 and employees who regularly work less than twenty (20) hours will not qualify for vacation.

17.14.12 The Employer shall reimburse employees who lose travel or accommodation deposits made in connection with annual leave under the following conditions:

(a) The employee must notify the supervisor and the Human Resources Department in writing, at least ninety (90) days in advance of the annual leave date, the amount of the deposits and of the latest possible date on which the employee can cancel the reservation without financial loss.

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

### **17.15 Dependent Care Leave**

17.15.1 Employees may use up to eighty (80) hours of paid Dependent Care Leave per fiscal year for the confining illness or injury to members of the immediate family (spouse or designated individual, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the employee is principally responsible. Dependent Care Leave is not intended to be used for regular or incidental medical check-ups/dental appointments that are not covered under the FMLA. The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

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

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

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

17.15.5 New employees hired on or after January 1 of the then current fiscal year may use up to forty (40) hours of Dependent Care Leave during the fiscal year in accordance with Section 17.15.1. The first twenty (20) hours will be at one hundred percent (100%) of base wages. The next twenty (20) hours will be at seventy-five percent (75%) of base wages. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) Dependent Care Leave and full salary.

17.15.6 Employees who are regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours per week will be entitled to a total of Dependent Care Leave hours proportionate to the time actually worked (e.g., an employee who works thirty [30] hours per week may use up to sixty [60] hours with the first thirty [30] hours at one hundred percent [100%] of base wages and the next thirty [30] hours at seventy-five percent [75%] of base wages). Temporary employees are defined in Article 15 and employees who regularly work less than twenty (20) hours will not qualify for Dependent Care Leave.

### **17.16 Personal Leave Hours**

17.16.1 On July 1 of each year, employees will be granted up to twenty-four (24) hours of paid personal leave. Personal leave may be used in one (1) hour increments and may be scheduled as

needed by the employee with prior approval of the supervisor. Personal leave cannot be carried over into the next fiscal year and will not be paid upon change in employment status.

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

17.16.3 On July 1 of each year, employees who are regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours per week will be granted a total of personal leave hours proportionate to the time actually worked (e.g., an employee who works thirty [30] hours per week will be granted eighteen [18] hours of personal leave). Temporary employees as defined in Article 15 and employees who regularly work less than twenty (20) hours will not qualify for personal leave hours.

### **17.17 Workers' Compensation**

17.17.1 An employee injured on the job during working hours and requiring medical attention shall be paid for the remainder of the day on which he was injured if the attending physician determines that the injury is serious and the employee must remain off the job for the day.

17.17.2 Employees who suffer an injury compensable under the Workers' Compensation Act and who are awarded such compensation shall be paid the difference between the employee's regular wages and payment received under the provisions of the Act during their normal appointment period for up to a maximum of six (6) consecutive months. Those employees whose normal appointment period is less than twelve (12) months and whose pay is spread throughout the year, will continue to receive their deferred, earned salary owed to them, if applicable.

17.17.3 Employees who have been disabled for six (6) consecutive months and are unable to return to work may, if eligible, apply for long-term disability benefits as specified in Section 17.4.

### **17.18 Flexible Spending Accounts**

17.18.1 Dependent Care Spending Account. The Employer agrees to offer an employee paid dependent care spending account to bargaining unit members in accordance with Section 125 of the Internal Revenue Code.

17.18.2 Health Care Spending Account. The Employer agrees to offer an employee-paid health care spending account to bargaining unit members in accordance with Section 125 of the Internal Revenue Code.

**17.19 Premium Conversion.** The Employer agrees to offer premium conversion plans for health, dental, and vision expenditures for insurance premiums allowable by law. Premium conversion means that payment for these expenditures may be done on a pre-tax basis.

## **17.20 Parking Fees**

17.20.1 The Employer will allow employees who complete the necessary forms to receive one (1) parking decal at no cost and have the cost of additional parking decal fees deducted from their payroll check on a pre-tax basis.

## **17.21 Study Committees**

17.21.1 Should committees be formed for the purpose of studying improvements in the fringe benefit program, retirement program, and cost containment program, Local 2178 will have equal representation as the other unions on the committees.

## **17.22 Taxable Benefits**

17.22.1 The University will abide by State and Federal laws regarding the taxability of fringe benefits.

## **ARTICLE 18**

### **EVALUATION OF EMPLOYEES**

#### **18.1 Evaluation Periods**

18.1.1 Probationary employees shall be evaluated before the end of the probationary period and before the end of any extended probationary period.

18.1.2 Employees who have successfully completed a probationary period shall be formally evaluated each year.

#### **18.2 General Provisions**

18.2.1 Whenever possible, evaluations shall be made by the employee's immediate supervisor.

18.2.2 In evaluating the performance of an employee, the supervisor shall consider factors such as the work assigned, resources available to the employee, additional assignments, changes in priorities, and circumstances beyond the control of the employee which affect the employee's ability to perform assigned tasks.

18.2.3 Although many factors have bearing on the evaluation process, supervisors will rely heavily on the employee's current position description when evaluating the employee. If the employee believes that the position description does not accurately reflect his essential job functions, the employee may initiate action within the position management and recruiting system.

18.2.4 No employee will receive an overall rating of "Unacceptable" on his annual evaluation unless there is evidence of at least one prior corrective interview.

18.2.5 The employee shall be given a complete copy of the performance appraisal.

18.2.6 The employee shall sign the original performance appraisal to indicate the employee has received a copy of the performance appraisal. Such a signature shall not be construed to indicate the employee agrees or disagrees with the evaluation.

18.2.7 If an employee disagrees with statements made in his evaluation, the employee may submit a statement and/or supporting documentation to be attached to the evaluation not to exceed seven (7) sheets of 8 1/2 x 11 inch paper.

18.2.8 Any employee who so requests may review a summarized statement of the evaluation

## **ARTICLE 19**

### **WAGES**

#### **19.1 Wages**

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

19.1.1 For the period October 1, 2018 to September 30, 2019:

All AP-UAW employees who are on roll as of October 1, 2018 will receive a 2.0% (two percent) increase to base wages.

Employees who are on roll and working as of October 1, 2018 will receive a one-time (not to base) amount of \$500 (five hundred dollars).

19.1.2 For the period October 1, 2019 to September 30, 2020:

All AP-UAW employees who are on roll as of October 1, 2019 will receive a 2.0% (two percent) increase to base wages.

19.1.3 For the period October 1, 2020 to September 30, 2021:

All AP-UAW employees who are on roll as of October 1, 2020 will receive a 2.0% (two percent) increase to base wages.

#### **19.1.4 Revenue-Sharing Compensation Plan**

An additional compensation payment may be paid to part-time and full-time AP employees who were employed for the prior fiscal year (July 1 – June 30).

The compensation payment will be determined based on the following:

- On June 30 of the years 2019, 2020, and 2021, the base student enrollment value\* will be subtracted from the total student credit hours enrolled on campus and on-line (excluding global campus credit hours and those credit hours earned at additional locations) during the previous Fall and Winter semesters. This value (change in enrollment compared to the base year) will be divided by the base enrollment value to determine the percent change in enrollment.
- One-half of one percent (0.50%) of base salary will be paid to each eligible employee as a one-time cash payment for each one percent (1%) increase in enrollment. This payment will be made for the following fiscal years:
  - 2018 – 2019
  - 2019 – 2020
  - 2020 – 2021



- Employees must be on roll on the date of payment in order to be eligible to receive any portion of the cash payment. No payment will be made if the percent increase in enrollment is less than 1% for the previous fiscal year.

\* The base enrollment value is defined as total student credit hours enrolled on campus and on-line (excluding global campus credit hours and credit hours earned at additional locations) during the Fall 2015 and Winter 2016 semesters.

Effective Date: In effect until 11:59 p.m., September 30, 2021.

**19.2 Minimum Wages.** No bargaining unit member shall be paid less than the minimum market range for their position match.

**19.3 Grant Situations.** Grant or contract employees will be treated in the same manner if their grant or contract funding permits. Employees on grants or contracts will be governed by the provisions of the grant. However, in no case will a grant or contract employee receive a higher increase than a regular bargaining unit member would have received.

**19.4 Definition.** "On roll" is defined as working, on paid sick leave, or on annual leave (vacation), but does not include being paid annual leave after resignation.

### **19.5 Employees Working in Live-in Positions**

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

1. Prorate annual salary by multiplying by the FTE. Total compensation for bargaining unit members employed in this classification shall be paid in kind and in cash.
2. The figure arrived at in Step 1 will be used to determine the salary base for retirement and life insurance benefits. Effective January 1, 2000, the salary base for retirement and life insurance contribution purposes will be the cash amount as determined in Step 4 below.
3. In kind payment will be valued as follows:
  - (a) Twenty-five percent (25%) of the current unfurnished two (2) bedroom faculty/staff apartment rate plus \$25 for furnishings will be the base monthly apartment rate.
  - (b) Fifty percent (50%) of the a la carte semester rate.
4. Cash payment will be determined by subtracting the in kind payment arrived at in Step 3 from the base arrived at in Step 2.
5. The University will apply the negotiated salary increase for the contract year to the cash payment received by live-in administrative/professional staff for the previous contract year,

without reducing that amount by the Board of Trustee's approved increase in apartment rent and meal plan rate.

6. For those employees who have elected the Michigan Public School Employees Retirement System, contributions by Northern Michigan University shall not exceed the maximum allowable by regulation.

7. Employees will be responsible for providing their own meals when a contract feeding kitchen is not in operation.

**19.6 Monies Owed.** An employee who terminates his employment with the University during the time period, July 1 through September 30, may schedule a meeting with the Head of Human Resources, or Human Resources' designee, to discuss any base salary monies owed them due to the change in fiscal year pay schedule, if any. Should it be determined that money is owed, said money will be paid in a lump sum on the employee's final paycheck.

**19.7 Overpayment.** The University shall reimburse an employee in the event of an underpayment of salary and an employee shall reimburse the University in the event of an overpayment of salary pursuant to state and/or federal law. An employee who refuses to reimburse the University shall be subject to disciplinary action up to and including discharge and civil action. The disciplinary action shall be nongrievable.

## **ARTICLE 20**

### **TERMINATION OR MODIFICATION**

20.1 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2021.

**20.2 Notice of Termination.** If either party desires to terminate this Agreement, it shall, not later than sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to contract anniversary date.

**20.3 Notice of Modification.** If either party desires to negotiate modifications of this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of such intent, in which event the notice shall set forth the nature of the modification or modifications desired. In the event the Employer and the Union undertake such negotiations to modify this Agreement, it shall expire on September 30, 2021, at 11:59 p.m., unless it is extended for a specific period by mutual written agreement of the Employer and the Union.

**20.4 Notice Procedure.** Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Secretary, Local 2178, UAW, and if the Employer, addressed to Assistant Vice President of Human Resources, Human Resources Department, Northern Michigan University, or to any such address as the Union or the Employer may make available to each other.

**20.5 Effective Date.** This Agreement shall be in effect upon ratification by the Union and approval by the Board, and shall continue in effect until 11:59 p.m., September 30, 2021.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

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

ON BEHALF OF THE  
NORTHERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES

Betsy Bennett, International Representative  
Region 1D – UAW

R. Gavin Leach  
Vice President for Finance and  
Administration

Gerald Kariem, Director  
Region 1D – UAW

NORTHERN MICHIGAN UNIVERSITY  
BARGAINING COMMITTEE

Robert Thomson, President  
Local 2178 – UAW

Rhea Dever,  
Assistant Vice President, Human Resources

Kristen Beck  
Bargaining Committee Chair

Kristen Bjorne  
Assistant Director, Human Resources;  
Benefits

Thomas Gillespie  
Bargaining Committee Member

Felecia Flack  
Assistant Vice President, Information  
Services

Andrew Hill  
Bargaining Committee Member

Matt Franti  
Director, Business Analysis

Gina Lombardi  
Bargaining Committee Member

Renee Sheen  
Assistant Director, Human Resources

Curtis Noel  
Bargaining Committee Member

Ratified by UAW – Local 2178 on October 1, 2018  
Approved by the Board of Trustees on October 17, 2018

**Letter of Agreement**  
**Between**  
**NORTHERN MICHIGAN UNIVERSITY**  
**And**  
**U.A.W LOCAL 2178**

This Letter of Agreement executed between Northern Michigan University (hereinafter referred to as the University) and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) Local 2178 (hereinafter referred to as the Union), the recognized bargaining unit agent for Administrative / Professional employees of the University, whereas the parties agree as follows:

- The A/P Classification process placed all current A/P positions in a career/salary band. A/P employees will receive a salary that falls within the assigned career band's salary range. However, the University and Union agree that the Business Community Support Coordinator (P2) position is an exception to this guideline. Because the compensation package includes a sales commission, the Business Community Support Coordinator base salary will fall below the P2 salary range (band placement subject to change).
- In addition, any commission paid will be paid as an additional assignment, and will therefore be eligible for any benefits associated with additional assignment compensation.

\_\_\_\_\_  
For UAW, Local 2178

\_\_\_\_\_  
For Northern Michigan University

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_