

Collective Bargaining Agreement

by and between

EASTERN
MICHIGAN UNIVERSITY

and

UAW/TOP
Local 1975



July 1, 2022 – June 30, 2026

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ARTICLE I AGREEMENT

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

ARTICLE II RECOGNITION

- A. Pursuant to and in accordance with Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all employees within the Bargaining Unit as certified by cases No. R75A and R785A-9 of the State of Michigan, Department of Labor, Employment Relations Commission.

- B. All office clerical employees, including employees in classification C-1 through C-8 and executive secretaries in classifications P-1 through P-3 (subsequently changed to classifications CS-03 through CS-07) but excluding confidential employees, student employees, temporary employees, supervisors and all other employees. Bargaining unit members are excluded from working in the Human Resources Office.

ARTICLE III NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

- A. The Employer and the Union recognize their respective responsibilities and Federal, State and local laws relating to fair employment practices.

- B. It shall be the policy of the University in recognition of the rights of all employees and applicants as individuals, to recruit and hire in all classifications without regard to race, sex, marital status, age, color, religion, national origin or sexual orientation. Further, it shall be the policy of the University to take affirmative action to ensure that all personnel actions such as compensation, promotion, retirement, transfers, fringe benefits, layoffs, return from layoffs, University training programs, social and recreational programs are administered without regard to race, sex, marital status, age color, religion, political beliefs, physical disabilities, nepotism, or national origin and in accordance with the provisions of this Agreement.
- C. The University will not discriminate against, restrain or coerce any employee because or with respect to any lawful Union activity or the employee's membership or non-membership in the Union.
- D. Regardless of role or position within the University all parties are expected to conduct themselves in a respectful manner in the workplace.

ARTICLE IV RIGHTS OF THE EMPLOYER

- A. All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:
 - 1. Full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition,

assignment, direction and determination of the size of its working forces;

2. The right to change or introduce new or improved operations, methods, means or facilities;
3. In accord with the provisions of the Agreement the right to hire, schedule, promote, demote, transfer and lay off employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

B. None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

ARTICLE V UNION MEMBERSHIP

A. UNION MEMBERSHIP

1. In accordance with Michigan Public Act 349, all employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit may tender the initiation fee and become members of the Union or may pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later. Within thirty (30) days after the hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of University Human Resources and the employee. At this meeting

the employee shall be apprised of this Article's provisions.

2. In the event that Michigan Public Act 349 is repealed or rendered unenforceable the parties agree to meet to determine the effects of integrating the change into the collective bargaining agreement.
3. For new hires, a representative of the Union shall be afforded time to meet new bargaining unit members within the first ninety (90) days of employment as part of the new employee on-boarding process.

B. CHECK OFF

1. During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan Permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the University's Payroll Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.
2. Employees may have monthly membership dues or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union. In addition, employees may have a onetime only initiation fee deducted from the first full pay check (i.e., two [2] weeks earnings) by signing the

Authorization Form, or they may pay the initiation fee directly to the Union.

3. A properly executed copy of such Authorization Form for each employee for whom the Union Membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.
4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the employee will be made by the Union.
6. All sums deducted by the Employer shall be remitted to the Union's Financial officer once each month within five (5) business days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during

the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.

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

C. SAVE HARMLESS

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

D. DISPUTES

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

ARTICLE VI STRIKES AND LOCKOUTS

- A. It is agreed on the part of the Union there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of the Employer no lockout.
- B. In the case of any strike, slowdown or other suspension of work not authorized by the Union, its officers or agents, the Employer agrees that such violation of the Agreement shall not cause the Union, its officers or agents to be liable for damages; provided, that the Union complies fully with the following:

1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
 2. Immediately upon receipt of such notice the International Union shall immediately send a written notice to the Local Union, which shall provide a copy of such notice to the employees participating in such violation, stating to them that:
 - a. The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.
 - b. The Union advises the employees to immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in this Agreement.
- C. In the event individual employees or groups of employees engage in any of the prohibited activities set forth in paragraph A. above, the Employer shall have the right to, at its discretion, discipline or discharge such employee or groups of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in paragraph A. above, the employee or employees may process a grievance challenging the issue, or whether or not the amount of discipline was proper, starting at the Third (3rd) Step of the Grievance Procedure, provided a written grievance is presented to the Labor Relations within three (3) working days following the date upon which the employee was disciplined or discharged.

ARTICLE VII COMMUNICATIONS

- A. The Union President shall provide the Employer with a list of Local Union Officers, Bargaining/Grievance Committee members, and stewards and their jurisdictional districts. The Employer shall be notified of any subsequent changes.
- B. The Employers' Employee Relations Office shall keep the Union advised, in writing as to its representatives.
- C. Employees shall be responsible for providing the Employer and the Union with changes in their address, names, or telephone numbers within five (5) working days of such changes.
- D. The University will maintain the complete Agreement on its website readily available to all employees. Each new hire, rehire, reinstated or transferred employee who does not have a copy of this Agreement will be made aware of the University's online version of the booklet. The Employment Work Rules Booklet will be available at the Employer's website.
- E. The Employer shall also furnish the Union with a list of Bargaining Unit employees showing the seniority date, classification campus address, salary, grade and salary rate. The University will provide the Union with access to this information in Business Objects Enterprise (BOE) and the Union will receive the information in real time. Updated lists shall be furnished to the President of the Local Union upon request, but in no event more frequently than every three (3) months. The Union shall be given notice of the names and departments of new employees during the week of their orientation. The Employer will provide information to the Union when an employee in their classification group is hired or terminated. The Union shall be invited to attend orientation at a time and duration

specified by the Human Resources Division to meet with new employees.

- F. The Employers Human Resources Division shall provide through BOE access a temporary clerical report that contains the employees name, department, date of hire, and rate of pay. The temporary clerical report and the personal actions will be provided through BOE.
- G. Upon written request of the Union, the Employer further agrees to provide a cumulative list of all temporary employees hired under the provisions of Article XVIII, unless that information has otherwise been provided. This list shall include rate of pay, duration of appointment, and the names of individuals being replaced.

ARTICLE VIII SPECIAL CONFERENCES

- A. At the request of either the Union or the University, Special Conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made. Such conferences, if mutually acceptable arrangements can be made, shall be scheduled and held in a timely manner.
- B. Special Conferences shall be designated as such in advance, and all such conferences shall be arranged through the President of the Union, or his/her designated representative, and a designated representative of the Labor Relations.
- C. Representatives of the Union, not to exceed three (3) representatives shall be released with pay for the purpose of attending a Special Conference. Special Conferences may be attended by representatives of the International Union.

Upon mutual agreement of the parties additional representatives may be added.

- D. In those instances in which the Employer deems their attendance appropriate, Bargaining Unit members/Union representatives in addition to the three (3) Union representatives provided in Article VIII.C. above shall be released with pay for the purpose of attending Special Conferences.
- E. An employee may attend a special conference if both parties agree that the employee's presence is necessary and pertinent to the discussion.
- F. Whenever practicable, minutes of Special Conferences shall be jointly written by the Union President and the Director of Labor Relations or his/her designee. If no agreement can be reached as to the contents of Special Conference minutes, the University shall provide minutes to the Union, wherein Union exceptions will be noted.
- G. It is understood that any matter or action discussed by the parties to Special Conferences shall not be deemed binding unless expressly set in writing through a Memorandum of Understanding that is signed by the Union President and the Director of Labor Relations.
- H. Actions taken pursuant to Special Conferences shall in no way change or alter any of the provisions of the parties' Collective Bargaining Agreement or the right of either the University or the Union under the terms of this Agreement.

ARTICLE IX

REPRESENTATION AND RELEASE TIME

- A. The Employer shall recognize three (3) seniority employees of the Bargaining Unit, the Local President and the Local Vice President as the Bargaining/Grievance Committee.
- B. The Employer shall recognize a Steward and an Alternate Steward in each representative area as agreed upon by the parties in APPENDIX D.
- C. The Alternate Steward shall only be recognized in the absence of the regular Steward.
- D. Upon request of an employee, the District Steward, or if unavailable, the Alternate Steward, or, subject to the approval of the Director of Labor Relations, or his/her designee, a member of the Bargaining/Grievance Committee shall be granted release time (i.e., without loss of time or pay) during working hours for the purpose of investigating and/or adjusting grievances in accordance with the terms of the grievance procedure. At the request of an employee, and subject to the approval of the Director of Labor Relations, or his/her designee, the employee shall have the right to representation by a member of the Bargaining/Grievance Committee instead of representation by a District Steward or his/her alternate.
- E. Members of the Bargaining/Grievance Committee shall be granted release time, without loss of time or pay, to present and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedure. Additionally, the University agrees that the Union shall be granted release time, without loss of time or pay not to exceed a maximum total aggregate of fifty (50) hours per quarter (July-September; October-December; January-March; April-June), for the purpose of investigating

grievances which have been appealed to Step III of the Grievance Procedure. The investigation of a grievance at Step III shall be limited to a single member of the Union's Bargaining/Grievance Committee. Release time shall not be cumulative from quarter to quarter.

- F. Supervisors shall grant permission and provide sufficient time for Union representatives to leave their work for the above purposes; subject to necessary emergency exceptions. The privilege of a representative leaving his or her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the presentation and/or investigation of grievances and will not be abused; and the representative will perform his or her regularly assigned work at all times, except when necessary to leave his or her work to present and/or investigate grievances as provided herein. The Employer retains the right to initiate procedures for control of and proper accounting of release time as granted under this provision, and for supervisors to arrange for such release time, upon request of a Union representative, with the understanding that such release time must be provided within a reasonable period of time.
- G. Officers of the Union may request release time without pay for the purpose of conducting official business of the International Union and Local Union for up to thirty (30) calendar days provided the employee makes a prior written request to the Director of Labor Relations or his or her designee, who shall approve such a request subject to necessary emergency exceptions. Leaves in excess of thirty (30) calendar days shall be requested in accordance with the Union Leave provision.
- H. Members of the Bargaining Unit elected or appointed to represent the Local Union at Union Educational Conferences shall be allowed time off without loss of pay

to attend such conferences. Time off provided pursuant to this provision shall not exceed a maximum total aggregate of twelve (12) days per contract year for the Bargaining Unit. Requests to attend such conferences must be made in writing and shall be submitted not less than five (5) working days prior to the date of the conference to the University's Director of Labor Relations, or his or her designee, who shall approve such request subject to necessary emergency exceptions. No one (1) employee shall be granted more than five (5) consecutive working days off during the contract year under this provision.

ARTICLE X GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. A grievance, within the meaning of the grievance and arbitration provisions of this Agreement shall consist of any dispute arising under and during the life of this Agreement which pertains to the interpretation, application and/or alleged violation of the Agreement's express terms and conditions. No matter shall be subject to the Grievance Procedure unless it is presented in writing by the Steward at Step II of the Grievance Procedure within fifteen (15) working days from the date the aggrieved employee(s) or the Union became aware or reasonably should have become aware, of the action complained of. If no grievance is presented in that time the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) days before the filing of the written grievance.

2. If a grievance involves two (2) or more employees reporting to different supervisors, or the Union or University believes the processing of the grievance through Step I and II of the Grievance Procedure to be

clearly inappropriate, either party may submit a request to the other party to process the grievance beginning at Step III of the Grievance Procedure and, by mutual agreement, the grievance may be so processed.

B. STEP I

An employee, after he/she informs the University's designated Step I Representative of a grievance, may discuss the grievance with the University Representative or may request such University Representative to call the Steward of his/her District who shall be called in a reasonable period of time. The Steward may discuss the grievance with the grievant and the University's Step I Representative. If the grievance is not resolved, the Steward may, if he/she believes the grievance has merit, reduce the grievance to writing on a fillable pdf form which will be developed by the Employer and the Union, and submit same to the designated University Step II Representative via electronic delivery.

C. STEP II

1. Within ten (10) working days from the date the grievance is presented, the University's Step II Representative shall arrange and hold a meeting with the aggrieved employee, the District Steward, the designated Representative of the Bargaining/Grievance Committee, the Supervisor, and at the option of the Employer, a representative of the University Labor and Employee Relations Office.
2. Within ten (10) working days of such meeting the University's Step II Representative shall communicate his/her decision, in writing to the Chairperson of the Bargaining/Grievance Committee. The Grievance

response will be sent via electronic delivery (i.e., e-mail).

D. STEP III

1. If the grievance remains unresolved, and the Union wishes to appeal the grievance, the Chairperson of the Bargaining/Grievance Committee or his/her designee must, within ten (10) working days after receipt of the Step II answer by the Union, request in writing via electronic delivery (i.e., e-mail) a meeting with the Director of Labor and Employee Relations or his/her designated representative.
2. Within ten (10) working days after receipt of the written request for a meeting, the Director of Labor and Employee Relations, or his or her designee, shall arrange and hold a meeting to discuss the grievance with not more than two (2) members of the Bargaining/Grievance Committee and not more than three (3) representatives of the University. Upon mutual agreement of the parties additional representatives may be added.
3. Representatives of the International Union shall be allowed to attend this meeting and, if not present, such meeting may, if requested by the Union, be adjourned and reconvened at a later date. If such an adjournment is requested, the Director of Labor and Employee Relations, or his or her designee, shall reconvene such meeting within ten (10) working days from the date of request, and the International Representative(s) shall be allowed to attend the meeting.
4. Within fifteen (15) working days after this meeting, the Director of Labor and Employee Relations, or his/her designee, shall communicate his/her decision, in writing

via electronic delivery (i.e., e-mail), to the Chairperson of the Bargaining/Grievance Committee with a copy to the International Representative to be sent via electronic delivery (i.e., e-mail). Any agreement reached at Step III shall be final and binding. Grievance responses will be sent via electronic delivery (i.e., e-mail) to a union group email address that will be provided by the Union to the Director of Labor and Employee Relations or his/her designee.

E. GRIEVANCE MEDIATION

Mediation is a process wherein the parties meet with an impartial and neutral person who assists the parties in the negotiation of their differences. Mediation is a nonbinding attempt to settle grievances prior to Arbitration.

Grievance Mediation Process:

1. Within ten (10) working days of the employer's decision at Step III, prior to an appeal to Arbitration, and with the mutual agreement of the parties, a grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS) and the Michigan Employment Relations Commission (MERC).
2. The parties will coordinate a date for mediation as soon as administratively possible, so as to not unduly delay the grievance process.
3. Mediators will be presented with the case facts, receive and review documents and hear testimony from each party.
4. If the grievance is not resolved through mediation, the union may submit a grievance to arbitration in accordance with Step IV of the Grievance procedure. The date of mediation will be used as the effective date

to start the time frame within which the union may make a timely appeal to arbitration.

It is agreed that any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case as arbitration.

F. STEP IV ARBITRATION

1. If the grievance remains unresolved after Step III, the Union may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than twenty (20) working days after receipt of the Step III answer or the date of mediation with concurrent notification thereof to be provided the Director of Labor and Employee Relations, or his/her designee. Notification to the Director of Labor and Employee Relations, or his or her designee, shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration, identification of the grievance, issue(s) and provisions of the Agreement involved. If a Demand for Arbitration is not filed with the Employer's Director of Labor and Employee Relations, or his/her designee and the American Arbitration Association within the time limits set forth above, the grievance is barred from Arbitration and the Employer's Step III disposition of the grievance shall be final.
2. The arbitration provisions of this Agreement are expressly and exclusively reserved to the Union and the Employer. No employee or group of employees shall have the right to appeal or process a grievance to the Step IV Arbitration level of the Grievance Procedure.

3. Selection of the Arbitrator and the Arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
5. In the event of Arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.

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

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

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

H. GRIEVANCE RESOLUTIONS

The resolution of a grievance at Steps I and II shall not add to, subtract from or modify the terms of this Agreement unless done so in writing and approved by the Director of Labor and Employee Relations, or his/her designee, the Local President, or his/her designee, and the Union's International Representative. Any such agreement reached between the University and the Union shall be binding on the Union, the University and employees.

ARTICLE XI DISCIPLINE, SUSPENSION OR DISCHARGE

A. GENERAL PROVISIONS

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

B. INFRACTIONS

1. The Employer and the Union recognize the principles of progressive discipline.
2. A minor infraction by an employee shall normally be cause for a verbal reprimand as an initial discipline step.

3. A major infraction by an employee shall be cause for suspension or discharge as an initial discipline step, depending on the nature of the offense. Subsequent minor and/or major infractions are subject to discipline up to and including discharge depending on the nature of the offense.
4. In determining disciplinary action to be taken on a current infraction, the Employer will not take into account records of prior disciplinary action more than twelve (12) months old for matters of minor infractions, or more than eighteen (18) months old for matters of major infractions. Time spent on any leave of absence or workers compensation will not be credited towards the twelve (12) month and eighteen (18) month infraction period, respectively.

C. APPEAL OF A DISCIPLINE

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

D. APPEAL OF A DISCHARGE OR SUSPENSION

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

E. REPRESENTATION RIGHTS

1. An employee who is to be interviewed concerning discipline will be advised that he/she may, if desired, request the presence of a union representative at such interview.
2. A discharged or suspended employee shall be provided the opportunity to discuss his/her discharge or suspension with the Chairperson of the Bargaining/Grievance Committee, or his/her designee, and the Steward of the district. The Employer will make available an area where said meeting may be conducted before a discharged or suspended employee is required to leave the property of the Employer. Upon request by the Union, a representative of the Employer will arrange to meet with the discharged or suspended employee, his/her Steward and the Chairperson of the Bargaining/Grievance Committee, or his/her designee, prior to the employee leaving the premises.

F. NOTICE OF DISCHARGE, SUSPENSION OR DISCIPLINE

The University agrees upon the discharge, suspension or discipline of an employee, to promptly notify the Chairperson of the Bargaining/Grievance Committee or his/her designee, of the discharge, suspension or discipline.

ARTICLE XII PROBATIONARY EMPLOYEES

- A. Matters concerning the discipline, layoff or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration Procedures.
- B. Each employee of the Bargaining Unit shall be considered a probationary employee for the first one hundred eighty

(180) calendar days of employment as a regular employee. The probationary period may be extended an additional ninety (90) calendar days in two 45 day increments. A probationary employee who was employed in the same position as a temporary employee, immediately prior and continuous with his/her appointment as a regular employee, shall have his/her probationary period reduced by the length of such temporary employment in that position, not to exceed thirty (30) days.

- C. Probationary employees shall have no seniority during their probationary period. Upon completion of the probationary period, employees shall be placed on the seniority list of the Bargaining Unit and their seniority shall start from their most recent date of hire as a regular employee.

ARTICLE XIII BREAK-IN AND QUALIFYING PERIODS

A. BREAK-IN PERIOD

- 1. A Break-in Period is defined as a minimum of thirty (30) working days following an employee's movement to a position in the same pay grade or a lower pay grade. During such time, the employee shall be evaluated as to whether he/she is capable of performing the responsibilities of the position. After thirty (30) work days an employee may be displaced at the employer's discretion.
- 2. A Break-in Period shall be applicable to those employees who:
 - a. bid on and are transferred to a position in the same pay grade or a lower pay grade; or

- b. are transferred by the Employer, due to a reduction in the workforce; or
 - c. are transferred by the Employer in order to place employees returning from layoff or leaves of absence; or
 - d. return from layoff or leaves of absence and are placed by the Employer in accordance with the Seniority provisions of the Agreement.
3. If, during a Break-in Period, a determination is made that an employee is not capable of performing the responsibilities of a position to which he/she has been transferred/placed, the employee shall be returned to his/her former status (i.e., layoff or leave of absence) or former position, if said position has not been eliminated and is vacant. If the employee's former position is filled, or has been eliminated, the employee will first be placed in a vacant position in the same pay grade as the employee's original position. If there are no such vacancies, the employee may then exercise his/her seniority rights under Article XV Section A.
4. In those instances in which an employee is not capable of performing the responsibilities of a position to which he/she has been transferred/placed and said employee's former position has been eliminated, the employee shall be laid off. In such instances the layoff of an employee shall not be subject to the advance notification provided in Article XV.H., but the recall of said employee shall be made in accordance with the provisions of Article XV Layoff and Recall.

B. QUALIFYING PERIOD

1. A Qualifying Period is defined as a period not less than ninety (90) calendar days, nor more than one hundred twenty (120) calendar days following an employee's movement to a higher pay grade. During such time, the employee shall be evaluated as to whether he/she is capable of performing the responsibilities of the position.
 - a. If the employee is evaluated in accordance with paragraph 3, below, and her/his performance is rated as exceeds or meets, the Qualifying Period shall end after the ninetieth (90th) day following movement to the higher graded position.
 - b. If the employee is evaluated, in accordance with paragraph 3, below, and her/his performance is rated as needs improvement or below requirements the Qualifying Period shall extend to the full one hundred twenty (120) day period.
2. If, at any time within the Qualifying Period following an employee's move to a higher pay grade, it is determined by the Employer that the employee is unable to satisfactorily perform the responsibilities of the position, the employee shall be returned to his/her former job if vacant and former rate of pay, or if the position has been filled, be placed in a vacant position in the same pay grade as the employee's original position. If there are no such vacancies, the employee may then exercise his/her seniority rights in accordance with the provisions of Article XV, Section A.
3. An employee moving from one pay grade to a higher pay grade shall be evaluated in writing prior to the completion of the Qualifying Period.

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

C. EXTENSIONS OF BREAK-IN AND QUALIFYING PERIODS

1. Break-in and qualifying periods for those employees who are absent from work for medical or personal reasons may be extended for a period of time equal to the time that the employee was absent from work. Additionally, a hiring authority may make a request to the Director of Labor and Employee Relations for up to a twenty working day extension of a break-in period or up to a 40 working day extension of a qualifying period, which request shall be granted.
2. In those limited instances where an employee who received a job promotion through the bidding procedure is absent for more than fifteen (15) working days for medical reasons, and the employer appoints another Bargaining Unit member to the position, the absent employee shall have the right to return to a job in the pay grade and classification held at the time of medical leave. However, in such instances the full Qualifying Period shall apply to the employee in the position to which he/she is returned. This provision may also

apply to employees granted Personal Leaves of Absence in cases of exceptional need, subject to the approval of the Director of Labor and Employee Relations or his/her designee.

ARTICLE XIV SENIORITY

A. GENERAL PROVISIONS

1. Employees in the Bargaining Unit as of March 31, 1975, or thereafter, who have completed their probationary period shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular employee from the date of their most recent hire as such an employee. "Date of most recent hire" shall mean the date on which the employee actually begins work as a regular employee, irrespective of when such employee was advised that he/she had been hired. Seniority shall be recognized in the classifications set forth in Appendix C.
2. If two (2) or more employees have the same seniority date they shall be ranked by the last four (4) numbers of their respective Social Security numbers, the employee with the lowest number being given the highest rank.
3. An employee excluded from the Bargaining Unit prior to March 31, 1975 shall have no seniority in the Bargaining Unit and if transferred to the Bargaining Unit shall have seniority from the date of such transfer and shall be considered a new hire. Vacation and other fringe benefits shall be determined by total University continuous service from the most recent date of hire.
4. An employee who was in the Bargaining Unit as of March 31, 1975, or thereafter, and who later transfers to a position excluded from the Bargaining Unit, at his/her

own request or through some action of the Employer, shall retain all accrued seniority earned prior to his/her transfer from the Bargaining Unit and shall continue to accrue seniority rights for a period not to exceed ninety (90) days.

- a. Employees returned to the Bargaining Unit within ninety (90) days of their transfer, through some action of the Employer whose reason for affecting such employee's return shall not be subject to challenge by the Union, shall be permitted to exercise their seniority rights in accordance with the procedure provided for in Article XV LAYOFF AND RECALL.
- b. Employees that have been out of the bargaining unit in excess of the aforementioned ninety (90) day period, but not in excess of a period of time equal to seniority accrued as of the date the employee left the unit, may, at the discretion of the Employer be permitted to exercise their bidding rights for vacant Bargaining Unit positions within the University as provided in Article XVI REGULAR JOB VACANCIES and shall have any seniority previously accrued while in the Bargaining Unit, as provided in Article XIV,4, above, recognized for purposes of determining the most senior bidder for such position(s). In no instance shall an employee who is returned to the Bargaining Unit in accordance with the provisions of this Agreement be credited with seniority in the Bargaining Unit in excess of the seniority provided therein.
- c. In those limited instances in which an employee has been out of the Bargaining Unit in excess of ninety (90) days and is subject to layoff due to an elimination of his/her position and subject to the

provision that he/she has exhausted those alternatives to layoff provided members of his/her then current employee group, the employee may, at the discretion of the Employer be returned to a vacant bargaining unit position in accordance with the provisions of Article XV, LAYOFF AND RECALL, provided the employee meets the stated qualifications of the position and is able to perform the work.

5. An employee granted a Personal Leave of Absence pursuant to this Agreement shall, during the period of his/her absence, retain his/her seniority and shall continue to accumulate seniority for a period not to exceed ninety (90) days during any twelve (12) month period.
6. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.
7. An employee shall lose his/her seniority and shall be terminated for the following reasons:
 - a. He or she voluntarily terminates his/her employment with the University.
 - b. He/she is discharged for cause and such discharge is not reversed through the Grievance Procedure.
 - c. He/she retires or receives a pension under the Pension Plan of this Agreement.
 - d. He/she is absent from his/her job for three (3) consecutive working days without notifying the Employer, unless unable to do so for reasons beyond his or her control. After such absence, the Employer shall send written notification to the

employee at his/her last known address that he/she has lost his/her seniority and that his/her employment has been terminated.

- e. If he/she does not notify the Office of Human Resources of his/her intent to return to work within three (3) work days from the date of notification of recall which is defined by—date of delivery or first attempt of delivery (i.e., Out for delivery by USPS), whichever date is last (date of delivery or first attempt of delivery), he/she shall be considered a quit. The time period for date of delivery of notice of recall (as defined in the previous sentence as “whichever date is last”) will be no more than fourteen (14) calendar days from the date of the certified letter receipt.
- f. If he/she does not return to work within ten (10) working days from the date of the notification of recall. In proper cases, exceptions may be made.
- g. Failure to return to work within the time limits of a leave of absence or any extended leave of absence unless the employee is unable to return for reasons beyond his/her control and notifies the Employer within three (3) working days and obtains an extension of such a leave as provided in the Leave of Absence provision.
- h. Upon an employee’s failure to return to work within the time limits of a leave of absence or an extended leave of absence, the employer shall send written notification to the employee at his/her last known address, stating that he/she has lost his/her seniority and that his/her employment has been terminated.

- i. Failure to notify the University at least twenty (20) days in advance of the expiration of a leave of absence of intent to return to work as provided in Article XXV.J.3.
 - j. If laid off for a period of three (3) years or the period of the length of such laid-off employee's seniority, whichever is less.
8. Except as otherwise provided, an employee's seniority shall be recognized in the classification designation on the seniority list furnished the Union pursuant to Article VII.E. of this Agreement. New employees' seniority shall be recognized in the position to which they are initially appointed.
 9. Employees who are promoted shall have their seniority recognized in the classification to which they are promoted upon completion of the Qualifying Period referred to in Article XIII.B. Until completion of such Qualifying Period, the employee shall continue to have his/her seniority recognized in the most recent classification such employee had held for a period of not less than one hundred twenty (120) calendar days.
 10. An employee who is on layoff, or who because of a layoff in his/her classification is working in another classification, shall continue to accumulate seniority (unless otherwise provided in Article XIV.A.7. above) but such seniority shall only be recognized in the employee's regular classification.

B. SENIORITY OF UNION OFFICIALS

1. Representatives

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

- a. Be assigned to replace the least senior employee within his/her classification in the Bargaining Unit, if any, provided he/she is fully capable, with minimal training, of performing all aspects of such available work.
- b. Be assigned to replace the least senior employee within the Bargaining Unit in his/her classification series within the Bargaining Unit, if any, provided he/she is fully capable, with minimal training, of performing all aspects of such available work.
- c. Be assigned by the Employer to a classification in the Bargaining Unit provided he/she can fully perform, with minimal training, all aspects of the available work in such classification, if any, and replace the least senior employee in such classification in the Bargaining Unit.
- d. Be laid off.
- e. For the purpose of this Provision, the Local President shall be given preference over Bargaining/Grievance Committee members.

2. Stewards

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

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

ARTICLE XV LAYOFF AND RECALL

- A. When there is a decrease in the work force, the employer will provide the affected employee(s) and the Local with a thirty (30) calendar day written notice. Thereafter,

seniority employees affected must exercise their seniority according to the following order; provided, the employee meets the stated qualifications of the position and is able to perform the work. In the application of this process, a full time employee may not displace an employee in a part time position and vice versa. A full time employee and less than annual full time academic year employee are treated the same. Note: Police Dispatchers are exempt from being bumped or displaced by employees who do not hold Police Dispatcher positions. However, a bargaining unit employee who satisfactorily completed their police dispatcher probationary period may be considered for bumping into a vacant police dispatcher position.

1. First, within the same pay grade and classification title:
 - a. transfer to a vacant position, if any;
 - b. if there is no vacancy, replace a probationary employee;
 - c. if there is no probationary employee, replace the least senior employee.
2. Next, within the same pay grade and same classification series:
 - a. transfer to a vacant position, if any;
 - b. if there is no vacancy, replace a probationary employee;
 - c. if there is no probationary employee, the least senior employee.
3. Next, within the same pay grade in another classification series:

- a. transfer to a vacant position, if any;
 - b. if there is no vacancy, replace a probationary employee;
 - c. if there is no probationary employee, replace the least senior employee.
4. Next, within successively lower pay grades:
- a. transfer to a vacant position, if any;
 - b. if there is no vacancy, replace a probationary employee;
 - c. if there is no probationary employee, replace the least senior employee.
5. Be laid off.
6. Available temporary work assignments will be offered to seniority employees on layoff who can perform the work in accordance with Article XVI Section E.

CLASSIFICATION TITLE
Vacancies
Probationers



CLASSIFICATION SERIES
Vacancies
Probationers



PAY GRADE
Vacancies
Probationers



LOWER PAY GRADE
Vacancies
Probationers



LAYOFF



Available temporary work assignments will be offered to seniority employees on layoff who can perform the work in accordance with Article XVI section E

An employee who is displaced and disqualified from two job placements shall be placed on the recall list.

- B. The steps in the layoff and recall procedure are to be applied specifically to the campus the employee is assigned to. Central campus positions are defined as any positions within Washtenaw County. Satellite campus positions are defined as any positions located outside Washtenaw County, according to the city the office resides.
- C. In the event of layoff, employees will have recall rights to positions on their assigned campus. In the event that a posted vacancy occurs on a different campus, the laid off employee may notify Human Resources of their desire to be recalled to that vacant position in lieu of layoff. This notice by the employee, once filed, is irrevocable. The employee will forfeit their recall rights to positions on their original campus upon notification of placement.
- D. Employees displaced or laid off shall be recalled to their regular pay grade or at the laid off employee's election, to a lower pay grade, in the order of their seniority. Employees on layoff shall be permitted to bid on bargaining unit positions as internal bidders in accordance with Article XVI. Employees on recall from a full-time position or less than annual full-time academic year position will not be recalled to a part time position and vice versa. A fulltime position and a less than annual full academic year position are treated the same. Employees electing to be recalled to a lower pay grade must file such election with the Employment Office within 30 days of layoff. This notice, once filed, is irrevocable. In the event that a regular opening occurs in a classification which the Employer elects to fill and there are no employees on layoff or displaced from such classification series who are eligible to return to the series, such openings shall be filled in

accordance with the regular job vacancy provisions of this Agreement.

- E. Notice of recall shall be sent to the employee at his/ her last known address by registered or certified mail.
- F. Any employee transferred under the Layoff or Recall Procedures provided above must be qualified and able to perform the work with minimal training, of the employee he or she is displacing or the work of the vacant position. An employee may be disqualified from performing such work if such employee's employment record with the University indicates that there is no reasonable expectancy that he or she would be qualified to perform the job, or if it is determined by the Employer during the Break-in Period provided in Article XIII.A. that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein shall be transferred, or laid off, in accordance with the provisions of Article XIII, BREAK-IN AND QUALIFYING PERIODS.
- G. In applying the procedure as herein above provided, in no case shall a displaced employee replace an employee who has greater Bargaining Unit seniority. Nor shall an employee laid off or displaced from one campus be eligible to displace an employee on a different campus regardless of their seniority in the Bargaining Unit.
- H. Employees to be laid off for an indefinite period of time shall have at least twenty (20) working days' notice of layoff. The Union shall likewise be notified by the Employer of such pending layoffs at least twenty (20) working days prior to the date of said layoffs. Such notice requirements shall apply for displacements or layoffs resulting from an employee returning from a leave of absence or layoffs of definite duration.

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

K. VOLUNTARY LAYOFF

1. In the event that the Employer determines it is necessary to reduce the number of bargaining unit positions which results in the layoff of one, or more bargaining unit members, the Employer may offer a voluntary layoff to a more senior bargaining unit member in lieu of bumping a less senior member who would be laid off.
2. In offering a voluntary layoff, the Employer agrees not to contest the employee's ability to apply for unemployment compensation.
3. The decision to accept a voluntary layoff in lieu of bumping a less senior member will be made solely by the more senior member. Acceptance of a voluntary layoff will be put in writing to the Office of Human Resources and shall be considered final.
4. A bargaining unit member on voluntary layoff will be placed on the recall list in accordance with the terms and conditions set forth in Article XIV Seniority and Article XV Layoff and Recall.

If a member accepts a position resulting from the reclassification of their primary position, and is later disqualified or their position is eliminated within two (2) years shall have the option of being placed on the recall list for a vacant CS position, provided they have not bid on

and received a position outside of the bargaining unit. Upon recall, the member's initial CS seniority date will be restored. If the member declines the position for which they are recalled, the university has no further obligation to place the employee under this or any other provision.

ARTICLE XVI REGULAR JOB VACANCIES

- A. Regular job vacancies shall be published via the online hiring system. Such notice shall include the posting open date, classification, pay grade, department and the posting close date, which shall be no less than the sixth (6th) working day following the posting open date. The Employer may temporarily fill such a vacancy during the posting and selection process. The Employer shall not consider any application submitted after the final date of acceptance.
1. Job awards shall be made to the most qualified applicant from the internal Bargaining Unit applicant pool. The most qualified candidate will have the best overall skill set and fit for the open position, Provided the candidate pool is properly constructed, the Employer shall be deemed to have complied with this provision if the selected candidate is any one of the six (6) senior-most qualified seniority applicants (Refer to Appendix L. Upon request to the Associate Director, Compensation and Talent (or designee), the remaining seniority candidate(s) may review the rationale for their non-selection.
 2. Seniority candidates shall be given preference over non bargaining unit candidates provided they fully meet the requisite skills as established for the specific job vacancy and the employment record indicates that there is a reasonable expectancy that he or she is qualified to perform the job. A bargaining unit member on layoff

who has retained seniority rights will be considered an internal candidate solely for the purpose of placement into the bargaining unit applicant pool provided that the following conditions are met:

1) Employees on layoff must adhere to Article XVI-A when applying for a vacancy.

The internal pool will consist first of currently active employees working in the bargaining unit. If there are any remaining spaces in the internal pool of six, the individuals on layoff who retain seniority may take the remaining space(s). Seniority candidates must meet the criteria of Article XVI(A)(2) to be eligible for any preference.

2. As used in this provision, requisite skills shall be defined as both those skills stated as the required qualifications noted in the classification specification as well as any reasonable preferred for the particular job vacancy, which shall be determined at the time of the job posting, and shall require the advance approval of the Employment Office. Applicants may also be required to provide demonstrable ability.
3. Attendance, discipline records, performance reviews and work experience in a department where a vacancy is posted shall be considered as a factor in determining the qualifications of an applicant. A candidate may be disqualified from consideration if:
 - a. He/she does not have the requisite skills for such vacancy; or
 - b. If such candidate's employment record (and application) indicates that there is no reasonable

expectancy that he/she would be qualified to perform the job.

4. Each individual candidate is responsible for ensuring, at the time of application, that his or her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he/she desires the Employer to consider in evaluating his/her candidacy. A seniority report, including the listing of qualified bargaining unit members that have a bid on an available job vacancy, shall be provided to the Union President (or designee) within three working days following the posting close date.
5. No requirement shall be posted as “required” unless it can be clearly demonstrated that the requirement is needed to fulfill the responsibilities of a posted position. Qualifications beyond those required in the classification specification and those necessary to fulfill the responsibilities of the position shall be posted as “preferred”.
6. A seniority job applicant who desires to withdraw his/her application for any Bargaining Unit vacancy shall be required to withdraw his/her application within the online hiring system.
7. An employee shall be eligible to bid on vacant positions upon completing one hundred and eighty (180) calendar days continuous service in his or her current position. In proper cases, this requirement may be waived by the Director of Labor Relations or his/her designee.
8. Job offers will be extended for posted vacancies by not later than the forty-fifth (45th) calendar day after the posting period expires, except in extenuating

circumstances. Where a job is reposted, the forty-five (45) day period will begin anew.

9. An employee who bids for and is offered a position and who refuses the job offer shall be barred from bidding on any vacancy for one hundred and eighty (180) calendar days.
- B. The Employer shall notify, in writing, all Bargaining Unit applicants of the disposition of their applications/ bid form. Such notification will be sent to the applicants at the time the position has been officially closed by Human Resources. Upon awarding any position to a bargaining unit member, notification will be sent to the Bargaining Unit Chairperson, and place a copy of same in their official Personnel File. To satisfy the provisions of the Grievance Procedure, appropriate notification to candidates not being offered the position shall include the name and seniority date of the employee awarded the position.
 - C. At any time within the Qualifying Period following an employee's promotion, the employee shall be returned to his/her former job and former rate of pay if he or she fails to perform satisfactorily, as provided in Article XIII.B.
 - D. At any time within the first ten (10) working days following an employee's promotion or lateral transfer, the employee may elect to return to his/her former job and former rate of pay. The employee so electing shall be barred from bidding on future vacancies for one hundred and eighty (180) calendar days.
 - E. Job vacancies under this section shall not mean temporary openings such as openings caused by sickness, accident, disciplinary layoff, vacations or leave of absence. If the Employer elects to fill such temporary job vacancies, such vacancies may be filled by laid off employees, if available

and qualified, or by temporary employees. Laid off employees shall be recalled for temporary job assignments prior to the hiring of temporary employees for such assignments, provided they are capable, with minimal training of performing all aspects of the available job. Such assignments shall be offered to laid off Bargaining Unit employees who have the necessary qualifications for such temporary job assignments in the order of their seniority, provided they are available for such assignment on the date it begins and for the duration thereof. The layoff and recall of Bargaining Unit employees for temporary job assignments shall not be subject to the Layoff and Recall provisions of this Agreement.

ARTICLE XVII JOB CLASSIFICATIONS

A. GENERAL PROVISIONS

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

B. REVISED JOBS AND NEW JOBS

In the event the Employer changes a classification description or whenever a new clerical job is created by the Employer which is not covered by an existing classification, the Employer shall notify the Union and provide a copy of the classification description of the new or revised job and pay grade to the Union, and upon request of the Union, shall, within five (5) working days after

such notification, meet with the Union to discuss the classification and pay grade. If, following such a discussion there is a dispute as to the appropriate pay grade for the new or revised classification description, such dispute shall be an appropriate matter for a grievance initiated at the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator, he/she shall use as the basis for his/her decision, the complexity, responsibility, effort and skill of the new or revised job as compared to other jobs in the Bargaining Unit.

C. BARGAINING UNIT WORK

1. The Employer shall not, through its classification process, remove work from the Bargaining Unit performed under classifications covered by this Agreement without first notifying the Union.
2. If there is a dispute as to whether a new or revised job classification belongs within the Bargaining Unit as described in Article II (Recognition), or in the event of a dispute as to whether a new or revised job classification is within the Bargaining Unit represented by UAW Local 1975 or 1976, the Local Union shall notify the University as to which Bargaining Unit they believe such new or revised job classification is within, and if the University disagrees with such determination, it shall notify the Local Union and such dispute shall be an appropriate matter for determination by the Michigan Employment Relations Commission (MERC).

ARTICLE XVIII TEMPORARY EMPLOYEES

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

1. The employment of temporary employees is not subject to the terms of this Agreement except as specified in this provision.
2. The term “temporary employee” shall mean any individual or individuals whose employment is limited in duration and is established for:
 - a. A specific project, in which the temporary employee may not be continuously employed in a position for a period greater than one-hundred eighty (180) calendar days; or
 - b. The purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation. Such temporary employee may not be continuously employed in a position for a period greater than one-hundred-eighty (180) calendar days. If approved to fill, the job shall, be posted within one-hundred-twenty (120) calendar days and filled within a reasonable period of time, not to exceed the one-hundred-eighty (180) calendar day period as provided in Article XVIII.4; or
 - c. Augmenting the regular workforce of employees to meet the requirements of the University that may be occasioned by termination, dismissal, temporary increased workloads or other conditions that may create short-term staffing requirements. Such temporary employees may not be continuously employed in a position for a period greater than ninety (90) calendar days in a six (6) month period of time from the date of hire and may not be replaced by another temporary employee in that position during that six (6) month period, unless an extension is mutually agreed to by the Parties.

3. The University shall provide the Union access to BOE (or other reporting system) to run a temporary CS Report that shall include name, pay grade, and location. Upon request from the Union, HR shall provide, within five (5) business days the reasoning for the placement of Temporary CS Employees and the duration of the temporary contract.

ARTICLE XIX WORK BY NON-BARGAINING UNIT EMPLOYEES

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

The Employer agrees that the reorganization of its operations and/or the elimination of Bargaining Unit position(s) shall not be arbitrarily undertaken for the purpose of deliberately eroding the Bargaining Unit.

ARTICLE XX RULES, POLICIES, REGULATIONS AND REQUIREMENTS

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

such rules, policies, regulations, and requirements are subject to the Grievance Procedure.

ARTICLE XXI PERSONNEL FILES

A. MAINTENANCE

An official personnel file shall be maintained by the Employer on each employee, and all such files shall be maintained in a secure University electronic system.

B. CONTENTS

1. Each employee shall have the right, upon request, to examine the contents of his/her own personnel file, the only exclusion being confidential pre-employment credentials, statements and inquiries. The employee shall make an appointment with the Employment Office to examine his/her personnel file. The Associate Director, Compensation and Talent, or his/her designee, shall be present when the employee examines his/her file, and the employee may be accompanied by a representative of the Union if the employee so desires. An employee may authorize, in writing, a representative of the Union to examine his/her personnel file as provided for in this provision in his or her absence, pursuant to the investigation of a grievance which has been presented in accordance with the Grievance Procedure.
2. At the request of the employee, the Employer will remove from the employee's official personnel file, those records of disciplinary action(s) which no longer have any force and effect within the progressive disciplinary procedure set forth in the Employer's Rules and Regulations for Bargaining Unit employees.

C. ADDITIONS

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

D. REPRODUCTIONS

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

ARTICLE XXII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- A. As a member of the staff, an employee's first employment obligation is to the University. Any supplemental employment which impairs an employee's ability to perform his/her full duties, or which precludes an employee from working a full work schedule in accordance with this Agreement or any conflict of interest with or for the University is not permitted.
- B.
 - 1. Employees have an obligation to disclose actual or potential conflicts of interest consistent with University Policy.
 - 2. If the University believes there is a conflict of interest or such outside employment to be inconsistent with this provision, it shall notify the employee to discontinue such employment or conflict.

3. Questions regarding whether something is a conflict of interest may be directed toward the Employee's supervisor or Human Resources. An employee performing work for a secondary employer is not considered a conflict, except as outlined in Section (A) above. Each situation will be reviewed on an individual basis. If the employee believes such employment or alleged conflict is not inconsistent with this section, he/she may file a grievance at Step III of the Grievance Procedure within five (5) working days of receipt of such notice, in which event, the employee shall not be required to cease such employment or alleged conflict until the Grievance Procedure is exhausted. The filing of a grievance shall not permit an employee to refuse to work any work scheduled in accordance with this Agreement. If an employee fails to disclose a conflict of interest consistent with University policy, they are subject to disciplinary action consistent with Article XI.

ARTICLE XXIII HOURS OF WORK

A. WORK DAY

1. The regular work day shall consist of eight (8) hours, exclusive of a duty free sixty (60) minute lunch period, without pay; except that a thirty (30) minute lunch period, without pay, may be attained by the mutual written agreement of the employee and the Employer.
2. The time of the lunch period shall be determined by the Employer.
3. Each full time employee shall be entitled to a duty free, paid fifteen (15) minute rest period during the first half of the working day, and a duty free, paid, fifteen (15)

minute rest period during the second half of the working day, which shall be scheduled by the Employer.

4. Flexible Scheduling:
 - a. EMU will consider individual employee requests for flexible schedule arrangements consistent with the workflow needs as determined by the employer.
 - b. The determining factor for granting flex time will not be limited to hardship cases and the hours of work must be arranged in advance. The department will endeavor to manage the flexible/hybrid schedules fairly to all employees in the department.
 - c. Requests for flexible scheduling must be submitted in writing, using either the form as contained on the EMU website or any revised form created and implemented by the University.

B. SHIFT PREMIUMS

1. The normal day shift shall be any full-time shift starting between the hours of 5:00 a.m. and 12:59 p.m.
2. The normal afternoon shift shall be any full-time shift starting between the hours of 1:00 p.m. and 8:59 p.m. A full-time employee working on the afternoon shift shall receive a premium of forty cents (\$.40) per hour.
3. The normal evening shift shall be any full-time shift starting between the hours of 9:00 p.m. and 4:59 a.m. A full-time employee working on the evening shift shall receive a premium of fifty cents (\$.50) per hour.

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

C. WORK WEEK

Except for part-time employees, the regular work week shall consist of five (5) consecutive working days, for a total of forty (40) work hours in any one (1) week. Such five (5) consecutive days shall not include both Saturday and Sunday in any employee's work week, except for employees who hold Police Dispatcher positions. This provision shall in no way be construed as guarantee of work or pay. Current work weeks of employees may be changed by the Employer for reasonable business justification and, except for emergency situations, the Employer shall give at least ten (10) work days prior notice to the Union. Any dispute as to whether such a change in work weeks is consistent with this provision shall be subject to the Grievance Procedure. In the assignment of employees to any new or revised work week, preference shall be granted to senior employee(s) within the classification and department or sub-unit thereof, whose regular work is interchangeable and affected by such work week change. At the discretion of the University, departments may establish a 'four day, 10 hour day' work week. Employee's may then volunteer to work such schedule, but may not revert back to a 'five day, 8 hour day' work week before sixty (60) working days without Management's approval.

D. OVERTIME

1. Employees required and scheduled to work more than forty (40) hours per week shall, at the discretion of the Employer, be paid at a rate equal to one and one-half times their regular hourly rate or receive compensatory

time at the rate of one and one-half hours for each hour worked in excess of forty (40) hours per week.

2. Overtime on a “four day, 10 hour day” work schedule will commence after the employee has worked more than forty (40) hours in a work week. It is not the intent of the parties that an employee on a “four day, 10 hour day” work schedule will receive more than forty (40) hours straight time pay in any one work week. Therefore, holiday pay, sick pay, bereavement, and annual leave will be adjusted accordingly.
3. Overtime shall be assigned at the discretion of the Employer.
4. If the rotation of overtime assignments among individuals in the same classification, assignment, pay grade and job location would not interfere, impede, or delay the completion of the Employer’s work or result in an inferior work product, such overtime assignments within the bargaining unit shall be rotated on a seniority basis.
5. For the purposes of computing overtime pay or compensatory time off under Article XXIII.D.1. above, a paid holiday, paid sick day, paid personal day or paid vacation day shall be considered as time worked. For only those employees in the bargaining unit whose classification is required to work during a 24-hour rotation, compensation time will be included for the purpose of calculating overtime during the time-period that the employee worked in a 24-hour rotation. The employee’s supervisor must state in the payroll notes that the individual worked in a 24-hour rotation for the time-period in which the compensation time occurred.

6. Where it is practical to do so, the University agrees to give employees forty-eight (48) hours advance notice of required and scheduled overtime.
7. An employee with an accrued compensatory time balance of 80 hours shall not be compensated with additional compensatory time for approved overtime work until such time as said accrued compensatory time balance is reduced below 80 hours. When a compensatory time balance goes over eighty (80) hours, the employee will be paid any compensatory time over eighty (80) hours. All approved overtime work for employees with an accrued compensatory time balance of 80 hours shall be paid as overtime, at the applicable overtime rate of pay.

E. CALL-IN PAY

An employee reporting for emergency duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his or her regular work period, shall be guaranteed at least three (3) hours work at the rate of time and one-half.

ARTICLE XXIV UNSCHEDULED CLOSEDOWNS

- A. When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other cause beyond its control, employees instructed not to report for work, including those scheduled to work remotely on such days, shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown or three (3) work days whichever is less, employees may use sick

leave or annual leave to the extent each such employee's accrued leave time shall so permit.

- B. In the event of a temporary closing and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 6:00 a.m. for morning shift, 9:30 a.m. for afternoon shift, and 3:00 p.m. for evening shift
- C. Information regarding any closure will be carried on the main University telephone line (734.487.1849); WEMU (89.1 FM); WJR (760 AM); WWJ (950 AM); WAAM (1600 AM); as well as other radio and television stations; text message alerts; University email, and the EMU closure website:
www.emich.edu/univcomm/closureinfo/emuclosings.php
- D. During the period of closure, all employees are expected to check the University Closure website and other media sources to receive updates regarding the closure and reopening of campus.
- E. Employees required to work either in person or remotely during unscheduled closedowns will be given one (1) hour of compensatory time for each hour worked during the closedown.

ARTICLE XXV LEAVE OF ABSENCE

A. LEAVE OF ABSENCE FOR PERSONAL REASONS

Seniority employees requesting a leave of absence for personal reasons shall make application in writing through their department head to the Director of Labor and Employee Relations, or his/her designee. Leaves may be granted for valid personal reasons but not for the purpose of obtaining or maintaining employment elsewhere. Such

leave of absence, without pay, may be granted at the convenience of the University to an employee for not more than three (3) months. A leave of absence as herein provided may be extended with the approval of the University but in no case shall the period of the leave extend beyond the length of the employee's seniority at the initial commencement of such leave or one (1) year, whichever is less. Seniority will accumulate for a period not to exceed ninety (90) days during a leave of absence. Leaves of absence as herein provided will not be granted an employee who is laid off and will not be extended if the employee would have been laid off had he or she been working during the leave.

B. MEDICAL LEAVE OF ABSENCE

1. For a medical leave, an employee may utilize any sick days, vacation days or compensatory time. Sick leave, vacation leave or compensatory time may only be utilized at the beginning of the medical leave and prior to utilization of short term or long term disability. For the birth of a child, the employee may utilize sick days, vacation days or compensatory after the short term disability expires. Medical leave (paid or unpaid) will run concurrently with workers compensation and FMLA.
2. A seniority employee unable to work because of sickness or injury shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all right to paid sick leave, provided appropriate requested medical information is provided. Maternity disabilities shall be considered medical disabilities for purposes of this provision.

3. To clarify the amount of time that shall be due any leave of absence for medical purposes, including maternity disability, EMU and UAW Local 1975 hereby reaffirm and make clear their intent that medical leaves of absence shall only be granted for such periods of time, not to exceed the three (3) month incremental limit provided above, that an employee is medically unable to work. By way of illustration but not by way of limitation, an employee granted a Medical Leave of Absence for maternity disability shall be granted an initial medical leave commencing with the date that a physician verifies that the employee is no longer able to work and extending from the date of birth for the six (6) week period normally associated with the birth of a child. Medical complications that may require an extension of such leave beyond the six (6) week period shall be deemed appropriate grounds for extension provided the employee furnishes timely medical documentation prior to the expiration of a Medical Leave of such need to the Director of Total Rewards.
4. The Employer shall require such medical information as is appropriate to evaluate a request for Medical Leave of Absence or extension of a Medical Leave of Absence.
5. A Medical Leave of Absence may be extended, but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or one (1) year, whichever is less. Seniority shall accumulate during such a leave.
6. An employee who is disabled and receiving compensation pursuant to the Workers' Compensation Act shall be granted a leave of absence under the Medical Leave provision through the Director of Labor and Employee Relations. Such a leave may be

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

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

C. UNION LEAVE

Any employee elected to a permanent office in, or as a delegate or appointed to, any labor activity necessitating a leave of absence without pay, may request such a leave provided written notice of such leave, giving the length of the leave, shall be made to the Director of Labor and Employee Relations, or his/her designee, as far in advance as possible but in no event later than twenty (20) working days prior to the day such leave is to become effective. Such leaves so requested must be made in writing to the University by the Director of Region 1-A, and shall be granted by the University for up to one (1) year. Such leaves shall be extended provided written notice of request for extension is made as far in advance as possible but in no event later than twenty (20) working days prior to the day such leave is to become effective. Seniority shall accumulate during such leaves. See Article XXV.I. below for provisions governing return to work from a Union Leave of Absence.

D. CHILD CARE LEAVE

1. Immediately following and continuous with a period of medical disability associated with the birth of an

employee's child, or immediately following the adoption of a child under twelve (12) years of age by an employee, a seniority employee shall be granted a Child Care Leave of Absence without pay in accordance with the Personal Leave provision, provided the employee has exhausted his/her accrued vacation time.

2. For seniority accrual during a subsequent Child Care Leave, an employee must work one (1) year prior to the beginning of each subsequent leave.
3. Recognizing that child care is shared by both parents, it is explicitly noted that this section of the Agreement as all others, applies to both women and men. See Article XXV.J. below for provisions governing return to work from a Child Care Leave.

E. LEAVES OF ABSENCE FOR MILITARY SERVICE

1. Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States will be given a Leave of Absence without pay subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, the employee may arrange, by written request to the Director of Labor and Employee Relations, or his/her designee, for the leave to begin up to thirty (30) days prior to the induction date. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be returned from leave as provided in Article XIV.SENIORITY, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In that event, he/she will be offered such employment in line with his/her seniority as may be available and which the employee is capable of doing at

the current rate of pay for such work provided he/she meets the requirements.

2. As used in this paragraph, “Armed Forces of the United States” is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof. See Article XXV.I. below for provisions governing return to work from a Military Leave of Absence.

F. MILITARY RESERVE LEAVE

1. Annual Training Duty Leave

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

2. Emergency Duty Leave

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

3. The Employer shall be obligated only to pay an amount equal to the difference between the employee’s salary as computed on a daily basis and the reservist’s daily base stipend paid if that stipend is less than the employee’s daily rate.

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

G. EDUCATIONAL LEAVE

1. An employee with at least one (1) year of seniority who is eligible for a Leave of Absence pursuant to the provisions of Article XXV below may request, in writing, a Leave of Absence without pay of up to twelve (12) months in order to pursue a full-time educational program. Seniority shall accumulate during such a leave if the employee, upon his/her return to work, provides the Employer with appropriate validation of the satisfactory completion of those educational endeavors set forth in the employee's request for such leave. Departmental recommendations regarding Educational Leave Requests shall be provided the employee within five (5) working days of the submission of such request. See Article XXV.J below for provisions governing return to work from an Education Leave of Absence.
2. The Tuition Waiver Program provided in Article XXVII MISCELLANEOUS shall be made available to those employees granted an Education Leave, subject to the following conditions:
 - a. The employee shall have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
 - b. The employee shall have completed at least one (1) year of regular service since a previous Educational Leave.

- c. The employee shall register for a credit hour load sufficient to qualify as a full-time student as provided by University Policy.
- d. The employee shall return to regular service with the Employer for a time equal to that portion of an Educational Leave during which Tuition Waiver is provided or he/she shall reimburse to the University an amount equal to the cost of all Tuition Waiver benefits provided unless this obligation is specifically waived by the Director of Human Resources or his/her designee. In cases of death, accident or illness causing the employee to be unable to return, this obligation shall be waived.
- e. To assure prompt reimbursement of all amounts paid by the University for tuition assistance benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his or her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each bi-weekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

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

- 1. At the conclusion of a Medical, Union, or Military Leave of Absence, an employee eligible to return will be placed in the employee's former position if the Employer determines a need to fill the position and the position is vacant, or if a temporary employee is filling such a position.

2. If the employee returning from a medical, union, or military leave is not able to return to their position as provided above, the employee may exercise his or her seniority rights in accordance with the procedure provided for in Article XV.
3. In cases where a leave is not for a fixed period of time, the employee must notify the University in writing at least twenty (20) working days prior to his/her expected date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from the date of expected return.
4. Employees who request to return prior to the expiration of a fixed Leave of Absence must notify the University, in writing, at least twenty (20) working days in advance of such requested date of return. If such notice is given, the employee's placement will be made within seven (7) calendar days from the requested date of return.

I. RETURN TO ACTIVE EMPLOYMENT FROM OTHER LEAVES OF ABSENCE

1. At the conclusion of a leave of absence, an employee granted a leave of absence from the effective date of this Agreement forward who is eligible to return to work may apply for vacant Bargaining Unit positions and shall be given consideration for posted positions as provided in Article XVI Regular Job Vacancies.
2. Employees who request to return prior to the expiration of a fixed leave of absence must notify the University, in writing, at least twenty (20) working days in advance of such requested date of return. If such notice is given, the employee may begin to apply for Bargaining Unit positions within seven (7) calendar days from the requested date of return.

3. Employees who intend to return to work at the expiration of a fixed leave of absence must notify the Director of Labor and Employee Relations at least twenty (20) working days in advance of the expiration of such leave. If such notice is given, the employee may begin to apply for Bargaining Unit positions nineteen (19) working days prior to the expiration of the leave. If notice as provided herein is not given, the University shall have no obligation to place the employee and he/she shall lose all seniority rights in the bargaining unit. In proper cases, exceptions may be made by the Director of Labor and Employee Relations.
4. When the employee is eligible to return to work from a Leave of Absence other than Medical, Union, or Military, he/she shall be placed on an extended Personal Leave of Absence for such period of time as is necessary to find placement, not to extend beyond the employee's seniority at the initial commencement of his/her leave or one (1) year, whichever is less.
5. Employees offered placement under this procedure shall have no right of refusal of any job offer in their classification and pay grade. Exceptions may be granted by the Director of Labor and Employee Relations or his/her designee.
6. An employee desiring to return to work may apply for vacant positions in a different classification series or pay grade than that held by the employee at the initial date of leave of absence became effective; however, such application shall be his/her sole responsibility.

J. REQUEST FOR EXTENSION OF LEAVE

Except as provided herein above, to be given consideration for an extension of an approved leave of absence the

employee must notify the Director of Labor and Employee Relations or his/her designee not less than twenty (20) work days prior to the expiration of the leave.

K. LEAVE OF ABSENCE LIMITATIONS

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

L. FAMILY AND MEDICAL LEAVE ACT

1. Effective February 5, 1994, an employee who has been employed by the University for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) weeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
 - a. For a birth of a son or daughter of the employee and to care for such child. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXVI (J) of the current Collective Bargaining Agreement (hereinafter, "Agreement") between the University and the Union shall be used in lieu of the unpaid FMLA leave.);

- b. For the placement of a child with the employee for adoption or foster care;
 - c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
 - d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
2. 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 provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. In any fiscal year, an eligible employee shall accrue up to, but not more than, 90 days total seniority for any combination of FMLA and personal leaves of absence taken.
3. Employees 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 employee when the leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
4. 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 under which

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

5. If the requested leave is:
 - a. for the birth/care of a child or the placement of a child for adoption or foster care, the employee must first use sick leave available under the provisions of Article XXVI (J). Upon exhaustion of such paid leave, any remaining portion of the twelve (12) workweeks of FMLA leave shall be unpaid.
 - b. to care for a spouse, child, or parent who has a serious health condition, for each such "incident," the employee is first required to use sixteen (16) hours of his/her available sick leave under the provisions of Article XXVI (J). Thereafter, the employee may elect to use some or all of any remaining paid leave available under the provisions of Article XXVI (I) and Article XXVI (J), or available compensatory time off accrued under the provisions of Article XXIII (D) (1) of the current Agreement between the Employer and the Union. Upon exhaustion of such paid leave, any portion of the remaining twelve (12) workweeks of FMLA leave shall be unpaid.

6. Eligibility to a leave under Paragraph 1 (a) or 1 (b), above, expires at the end of the 12 month period which began with the birth or placement of a son or daughter.
7. Spouses, both whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
8. An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her immediate supervisor, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
9. An eligible employee who foresees the need for a leave of absence due to planned medical treatment of her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding

his/her status and intent to return to work upon conclusion of the leave.

11. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the Employer a health care provider's certification or such re-certifications may reasonably be required by the Employer. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the Employer may also require that the employee obtain and present certification from his/her health care provider that the employee is able to resume work. All required certifications or re-certifications shall conform to the FMLA's certification requirements.
12. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs 1(c) or 1(d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
13. A leave taken under paragraph 1(a) or 1(b), above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph 1(c), above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an

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

14. The provision of paragraphs 1 through 13, above, are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provision of the current Agreement between the Employer and the Union are in violation of the act, the language of the Act prevails. The FMLA provisions do not impair the rights granted under other provisions of the Agreement.

ARTICLE XXVI COMPENSATION

A. WAGES

1. The salary schedules set forth in APPENDIX A of this Agreement are minimum and maximum salary schedules and shall continue in full force and effect unless otherwise modified by the University's Compensation Office.
2. Lump sum bonus payment: All employees who are active members as of July 1, 2022, will receive a one-time \$350.00 signing bonus per active member paid in the next reasonable payroll period post ratification of this package offer by all parties.
3. 2022-2023 Wage Adjustment

A 4.0% across the board wage increase effective July 1, 2022, for all current members of the bargaining unit on the active payroll as of June 30, 2022.

4. 2023-2024 Wage Adjustment

A 2.0% across the board wage increase effective July 1, 2023, for all current members of the bargaining unit on the active payroll as of June 30, 2023.

5. 2024-2025 Wage Adjustment

A 2.0% across the board wage increase effective July 1, 2024 for all current members of the bargaining unit on the active payroll as of June 30, 2024.

6. 2025-2026 Wage Adjustment

A 2.0% across the board wage increase effective July 1, 2025 for all current members of the bargaining unit on the active payroll as of June 30, 2025.

7. Salary Step Increases

- a. Employees become eligible to be placed on the salary step plan after having completed six (6) years of employment. Once the employee is placed on the salary step plan he/she will be required to earn two (2) additional years before moving to the next step.

Unit members are eligible to receive a step increase on their anniversary date in accordance with the plan

8. Discretionary Wage Adjustments

- a. Commencing upon approval of the Board of Regents, University management shall have the sole and exclusive right to further increase the base wage rate of any employee(s) within the Bargaining Unit, and that the exercise of that right and opportunity,

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

- b. Wages paid pursuant to this Agreement shall be paid only for time worked.
- c. Following the adjustments provided herein above, the salary of any employee that is below the applicable minimum levels set forth in APPENDIX A shall be adjusted accordingly.
- d. Following the adjustments provided in APPENDIX A, if an employee's new salary is above the applicable maximum, then that portion of the scheduled increase resulting in a salary that is up to, but not over, the maximum will be incorporated in the employee's base salary. The remainder of the increase, if any, will be treated as a bonus, and will be pro-rated and paid with the regular bi-weekly pay. If the University elects to modify the salary ranges, and thereby increases the applicable range maximums, maximum base salary ranges affected by this section shall be adjusted accordingly on a prospective basis, but in no case to a level that is more than the then-applicable pay grade maximum.

B. SALARY ADJUSTMENTS FOR PROMOTION AND TRANSFER

1. An employee who is promoted to a classification in a higher pay grade shall, upon promotion, move to the lowest step in the new pay grade that provides at least a 6% increase.
2. If an employee is transferred to another classification in the same pay grade, his/her salary shall remain the same.
3. If an employee is transferred for any reason to another classification in a lower pay grade (including a transfer resulting from a reduction in work force or as a result of the job-bidding procedure) his/her salary shall move to the closest step in the new pay grade that provides at least a 5% decrease.
4. An employee who is temporarily transferred and assigned by the Employer for a period of eleven (11) consecutive work days or greater, to perform the duties of a classification in a higher pay grade than the classification to which they are regularly assigned shall, as of the eleventh consecutive day so worked in such temporary transfer and assignment, shall receive an increase to the lowest step in the new pay grade that provides at least a 6% increase retroactive to the first day worked in such assignment. An employee who is temporarily transferred and assigned by the Employer to perform the duties of a classification in a lower pay grade shall receive his/her regular salary for such work.
5. Employees who are demoted as a result of lay off action and who are subsequently returned to their prior grade level will be made whole for salary purposes.

6. For the purpose of this article, an employee is defined as a bargaining unit member currently on the payroll of the employer. In the event that a member of the Union on layoff who has retained seniority rights is selected for a position that is at least one step above the position that they were laid off from, the candidate will move to the lowest step in the new pay grade that provides at least a 2.5% pay increase. The pay increase will be calculated based on the re-hired employee's rate of pay at the time of layoff at 100% FTE. If an employee enters a position with a FTE below 100% then the employer will calculate the new rate at 100% then calculate the rate at the given FTE that the employee will be hired for. Longevity steps that may have occurred during the time of layoff and/or any across the board increases will not be applied. When returned from layoff the employee will receive their longevity step increase at their next scheduled date and any future longevity step increases will be applied going forward per the procedures outlined in Article XXVI Compensation, Section (A) Wages.

C. HOSPITALIZATION-GROUP MEDICAL BENEFITS

1. Effective January 1, 2017, the University shall provide and maintain the following medical benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's ninety first (91st) day of service.
2. Employees shall have the option of participating in a comprehensive PPO, HMO or Health Savings Account Eligible PPO health plan in accordance with the described plan design.

- a. Participants in the Health Savings Account Eligible PPO health plan, who are eligible, will receive \$500 (single) or \$1,000 (two-person or family) deposited in their HSA account. The enrollment fee for this account will be paid by the University for eligible employees.
 - b. New enrollees to the benefit will receive a prorated amount based on their enrollment date
 1. CY Q1 = \$500 or \$1,000 based on enrollment
 2. CY Q2 = \$375 or \$750 based on enrollment
 3. CY Q3 = \$250 or \$500 based on enrollment
 4. CY Q4 = \$125 or \$250 based on enrollment
3. Prescription Drug Coverage – The University will charge drug co-pays equal or less than the described plan design. A reputable Pharmacy Benefits Manager will administer the prescription benefits.
4. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Employer provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 and over.
5. . Each employee must individually enroll and make proper application for such benefits through the benefit enrollment process within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment plan. Employees hired on or after the date this agreement is

ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her 91st day of employment.

6. Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, and adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such times as he/she enrolls them and makes proper application during an open enrollment period. Failure to timely remove former spouse may result in COBRA (Consolidated Omnibus Budget Reconciliation Act) ineligibility by completing the appropriate benefit change process.
7. For the contract date of July 1, 2022 through December 31, 2024. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible children under twenty-six (26) years of age, at a cost not to exceed the applicable cost for covered individuals.

Effective 1/1/2025. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible children under twenty-six (26) years of age, at a cost not to exceed the applicable cost for covered individuals. If your spouse has access to employer subsidized medical and/or dental coverage through his/her employer, he or she will not be eligible to enroll in the EMU medical and/or dental plan. If

your spouse is unemployed, retired, self-employed or on COBRA, he or she may qualify for EMU coverage. If your spouse enrolls in the EMU plan and subsequently becomes eligible to enroll in another employer subsidized plan, he or she will become ineligible in the EMU medical and/or dental plan on the date the spouse becomes eligible for the new coverage.

8. The cost sharing provisions apply for the period that an employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In addition, if the employee is receiving long-term disability benefits, the cost sharing provisions apply the first three (3) months the employee is receiving said benefits. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his or her benefit costs at the group rate for the period that they are no longer on the active payroll except in those cases where as employee is injured on the job and receiving worker's compensation, in which case, medical benefits shall continue, in accordance with the Michigan Worker's Compensation Agency Law, until the employee no longer qualifies for worker's compensation or he/she terminates, whichever is sooner.
9. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
 - a. To employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;

- b. To surviving spouses and dependents upon the death of an employee;
 - c. To spouses and dependent children in the event of a divorce;
 - d. To dependent children who exceed the plans age limitations;
 - e. To the spouses and dependents of employees who become eligible for Medicare coverage;
 - f. For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one hundred two percent (102 %) of the group contract rate.
10. Employees laid off are eligible to continue their health and dental coverage as dictated by COBRA, for a period of 18 months after their continuation of coverage for a layoff.
11. An employee's medical benefits plan shall terminate on the date that he or she terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in paragraph D9. For employees who retire, coverage terminates at the end of the month in which they retire.
12. The University will provide employees not enrolled in a Health Savings Account (HSA) with the opportunity to participate in a pre-tax flexible spending account for health and dependent care expenses. Employees enrolled in an HSA will still have the opportunity to participate in pre-tax flexible spending account for

dependent care expenses. The annual enrollment fee for this program will be paid by the University.

13. Due to the uncertainty of the Affordable Care Act, also known as Healthcare Reform, and other health care related existing and pending federal and state legislation that may cause a substantial increase in the cost to the University of providing the medical benefits as described, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

14. A seniority employee may elect to waive coverage under the above described health care benefit plans, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University plans. Employees for whom the waiver is granted shall receive the maximum annual allotment allowed by law, not to exceed \$2,000 prorated and paid with the regular bi-weekly pay. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available. It is understood that no contributions will be made to TIAA based on this waiver payment.

15. ADDITIONAL ELIGIBLE ADULT (AEA)

An additional Eligible Adult must reside in the same primary dwelling as the employee and has done so for a minimum of 12 months. The AEA must not be a dependent of the employee or related by blood or marriage. Same sex and opposite sex AEA's can be added to health care and/or dental plans if they meet the criteria. The employee is responsible for paying taxes on the benefit and any increase in coverage for the

AEA. Effective January 1, 2018, Additional Eligible Adults will no longer be eligible for health care and/or dental plans.

D. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

LIFE INSURANCE COVERAGE

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

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

4. Provided proper application and enrollment is made by an employee the University agrees to pay the cost for maintaining the above described benefits plan subject to

the same rules set forth in Article XXVI.D.2 above for the payment of group medical benefit costs.

5. Changes in life insurance benefit amounts based on changes in basic annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
6. Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. However, when an employee terminates his/her employment with the University he or she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his/her group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insured, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if he/she had independently applied for an individual benefits plan at that time.
7. Employees laid off or on an unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance benefits, subject to the same rules set forth in Article XXVI.D.2 and 3 for the continuation of group medical benefits.

E. DENTAL CARE EXPENSE BENEFITS

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

Benefits	Dental Care Plan Pays	Employee Pays
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	80%	20%
Restorative ¹	80%	20%
Periodontics ¹	80%	20%
Endodontics ¹	80%	20%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

Maximum Contract Benefit

¹ \$1,500.00 per person total per contract year.

² Lifetime benefit of \$2,000.00 per person.

2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application with the Benefits Office. Employees are required to

provide annual certification of eligible dependent's status, as such status is defined by the University.

3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his/her spouse, additional eligible adult, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in Article XXVI.D.2 and 3 above for the payment of group medical benefit costs. Effective January 1, 2018, spouses who have access to employer subsidized medical and dental coverage will enroll with their employer's plan for primary coverage. Spouses may remain on the University's plan as secondary insurance only. Effective January 1, 2018, Additional Eligible Adults will no longer be eligible for health care and/or dental plans.
4. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth in Article XXVI.D.2 and 3 above for the continuation of group medical benefits.
5. An employee's dental care expense benefits plan shall terminate on the date that he/she terminates, is laid off, the dental care expense benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in Article XXVI.D.2 and 3 above. For employees who retire, coverage terminates at the end of the month in which they retire.

F. SHORT TERM DISABILITY PROGRAMS

1. The University agrees to provide and maintain an optional Short Term Disability Insurance coverage for each employee regularly assigned to work twenty hours (20) or more per week, commencing on the 121st calendar day of regular employment. Such benefits shall be equal to sixty-six and two-thirds (66 2/3%) of the employee's regular weekly salary up to a maximum benefit of three-hundred (\$300) dollars per week. Benefits shall begin on the fifteenth (15) day of disability for an applicable illness or accident and may continue up to a maximum of thirteen (13) weeks.
2. Employees must use applicable sick and annual leave days within the first fourteen (14) days waiting period. Employees may not receive sick leave benefits under the Employer's Sick Leave program while receiving Short Term Disability Insurance benefits.
3. To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until they complete a Personal Health Statement which substantiates insurability during the University's annual open enrollment period for Health Care. The Short Term Disability carrier makes the eligibility determination. The effective date for coverage will coincide with that of the Open Enrollment Effective Date.
4. It is understood that any employee who is not currently enrolled for Short Term Disability coverage will have

one (1) opportunity to enroll in the plan during the next Open Enrollment Period (Fall 2008) and will not be subject to completing the Personal Health Statement during this enrollment period. All subsequent attempts to enroll in the plan will be in accordance with the new language of paragraph 3.

5. The Employer agrees to contribute five (\$5) dollars per employee per month to the cost of providing short-term disability insurance coverage for each employee, regularly assigned to work twenty (20) hours or more per week, who elects the Short-Term Disability Insurance Benefit within the first thirty (30) days of employment. The employee shall contribute the remaining amount of the monthly cost of such insurance coverage, which shall be deducted from his/her pay.
6. The specific terms and conditions of the insurance company shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.
7. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay, and any other extra compensation.
8. Short-Term Disability Insurance Coverage shall terminate on the date that an employee terminates, is laid off, goes on a leave of absence, retires, or the short-term disability insurance plan terminates.

G. LONG-TERM DISABILITY BENEFITS

1. The University agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following completion of an employee's ninetieth (90th) calendar day of regular employment. Such benefits shall be equal to sixty-five percent (65%) of the employee's regular monthly earnings up to a maximum benefit of seven-thousand dollars (\$7000) per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXVI. J. below.
2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application.
3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost of maintaining the above described benefits plan subject to the same rules set forth in Article XXVI.D.2 and 3 for the payment of group medical benefit costs.

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

H. HOLIDAYS

1. All employees covered by this Agreement shall receive holiday pay at the regular rate of pay exclusive of shift differential, for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day and day before or after New Year's. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday.
2. Any of the above holidays which fall on a Saturday or Sunday shall be observed on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least disruptive of services. In such situations, the holiday shall be deemed to be the day on which the holiday is celebrated pursuant to this section.
3. To be eligible for holiday pay, an employee must work the last scheduled work day before and the next

scheduled work day after the day of the observance of the holiday, unless he or she has an excused absence, or is on vacation leave; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for that holiday. For the purpose of this section, an excused absence shall be an absence caused by a condition beyond the control of the employee which caused the employee to be absent, or was previously excused. If a holiday falls on an employee's regularly scheduled day off, the employee will be given a different day off, to be taken at the discretion of the Employer. Such day must be taken within a thirty (30) day period, commencing ten (10) days prior to the actual holiday date and ending twenty (20) days after the actual holiday date.

4. Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.
5. Employees required to work on a holiday as provided herein shall, in lieu of holiday pay pursuant to paragraph 1. above, be paid at the rate of two and one-half (2.5) times their regular hourly rate of pay, plus shift premium if applicable, for each hour worked on such holiday or, at the discretion of the University receive compensatory time off at the rate of two and one-half (2.5) hours for each hour worked on such holiday.

I. VACATION

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

- a. 3.6924 hours every two (2) week period for the first twelve (12) months of continuous service (12 days per year).
 - b. 4.6154 hours every two (2) week period for the thirteenth (13th) month through the ninety-sixth (96th) month of continuous service (15 days per year – 2nd through 8th year).
 - c. 5.5385 hours every two (2) week period of continuous service for the ninety-seventh (97th) month and for any month of continuous service through the one-hundred-thirty-second (132nd) month of continuous service (18 days per year – 9th through 11th year).
 - d. 6.1539 hours every two (2) week period for the one-hundred-thirty-third (133rd) month and for any month of continuous service through the two-hundred-twenty-eighth (228th) month of continuous service (20 days per year – 12th year through 19th year).
 - e. 6.769 hours every two (2) week period for the two-hundred-twenty-ninth (229th) month and for any month of continuous service thereafter (22 days per year – 20th year and over).
2. Part-time employees shall accumulate prorated vacation time as provided in Article XXVI. I.1.2.3., and 4. above, based on the ratio of the number of hours regularly worked and forty (40) hours.
 3. For the purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated

(e.g., paid vacation days, paid sick days, paid holidays) for more than fifty percent (50%) of his or her regularly scheduled work days (based on the University's payroll system).

4. If an employee is terminated prior to completing twelve (12) months of continuous service, he/she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee however, may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he/she shall sign a form provided by the Employer stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he/she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his/her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his/her termination.
5. The vacation pay of an employee (including regular part-time employees) will be based on the number of hours (excluding any hours for which overtime is paid) he/she regularly works and will be computed on the basis of the rate of pay he/she is earning, excluding any shift premiums, at the time he/she takes his/her vacation.
6. Vacation pay will be paid to the employee on the regular pay day for the period during which the employee has taken his/her vacation.
7. All vacations shall be taken at the convenience of the Employer and must have the approval of the

employee's supervisor. The vacation period shall commence on July 1st of each year and end the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the vacation period immediately following and any employee who fails to take his/her vacation within that period shall forfeit all rights to such vacation time with the following exceptions:

- a. If an employee is unable to take his/her vacation during the appropriate vacation period because the Employer's work needs prevent it, he or she shall be allowed to carry over such accrued vacation into the next vacation period, subject to appropriate written approval as may be required by the University, and such unused vacation time must be taken during the next vacation period.
- b. If it is to the mutual convenience of the Employer and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he or she has earned at any time during the year in which it is accruing.
- c. Vacation schedules shall be set up by the Employer so as to permit the continued operation of all of the Employer's facilities and functions without interference. In the event two (2) or more employees request to take their vacation at the same time and the Employer determines that it cannot honor all such requests, the senior employee(s) shall be given preference, provided such senior employee(s) could otherwise be scheduled for vacation in accordance with the above.

J. SICK LEAVE

1. All employees are entitled to sick leave benefits on the basis of four (4.0) hours for each completed two (2) weeks of service or major fraction thereof, up to a maximum of sixteen-hundred (1,600) hours, provided that at no time shall the accumulation for any one (1) calendar year exceed one-hundred and four (104) hours, or the total accumulation exceed sixteen-hundred (1,600) hours. Part-time employees shall accrue sick leave benefits prorated, based on the ratio of the number of hours regularly worked and forty (40) hours.
2. Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five (5) days of a regular week.
3. Employees shall be eligible for sick leave in accordance with the provisions of this Article after completion of ninety (90) days of employment.
4. All employees will continue to accrue four (4.0) hours of sick leave credit every two (2) weeks as long as they are on the payroll even though they are absent from duty because of illness or injury. Employees on leave of absence without pay will not receive any sick leave credit during such leave.
5. When an employee who has been separated from the University returns, his/her previous unused sick leave allowance shall be placed to his/her credit upon completion of probation following their most recent date of hire.
6. All employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in

such month for which they are scheduled to receive remuneration.

7. An employee may not use sick leave and concurrently receive benefits from a University authorized disability insurance plan.
8. All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs the work or the institution provides a substitute. Absences chargeable to sick leave for any other reason will be considered on the basis of merit by the Director of Employment.
9. If an employee elects to use his/her sick leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receive his/her regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his/her regular earnings and his/her compensation benefits for each pay period.
10. Each employee, upon returning to work after any absence which is chargeable to sick leave benefits, may be required to file with the Employment Office either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
11. Whenever an employee has used up all of his/her sick leave credit, he/she will be removed from the payroll until he/she reports back to duty. In those instances where an unpaid absence from work exceeds three (3)

days, the employee must secure a leave of absence under the Leaves of Absence provisions of Article XXV prior to the expiration of the three (3) days of unpaid absences. In proper cases, this requirement may be waived by the Director of Labor Relations or his/her designee.

12. Sick leave utilized by an employee for illness or injury of a member of the immediate family shall be based on the merit of the case and limited by the following provisions:
 - a. Such use will be limited to twenty-four (24) hours for any particular incident of illness or injury and to a maximum of seventy-two (72) hours in any fiscal year.
 - b. “Immediate Family” for the purpose of this policy shall be interpreted as husband, wife, additional eligible adult, father, mother, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, children of a spouse, step-parents, grandchildren, and grandparents.
13. The sick leave record shall be credited with earned sick leave credit bi-weekly and debited periodically as sick leave benefits are used.
14. Upon approval of the supervisor, employees are allowed to use up to six (6) earned sick leave days each fiscal year for personal use.

K. RETIREMENT AND DEATH BENEFITS

1. Retirement Benefits

PLAN TYPE--MPSERS

The University shall provide and maintain retirement benefits under the Michigan Public School Employees Retirement System (MPSERS) in accordance with the provisions and statutes creating said plan, for each employee regularly assigned to work twenty (20) or more hours per week who was hired prior to January 1, 1996, and for an employee who was hired after January 1, 1996, who has prior MPSERS service at one or more of the following Michigan universities: Central Michigan University; Eastern Michigan University; Ferris State University; Lake Superior State University; Michigan Technological University; Northern Michigan University; Western Michigan University.

2. University Contribution

- a. The University shall contribute the amount specified annually by the State of Michigan for each employee participating in the above-mentioned retirement program.
- b. Bargaining Unit employees currently enrolled in MPSERS will continue to participate in MPSERS in accordance with policies and plan rules established by the State of Michigan.
- c. For bargaining unit employees hired by the University on and after January 1, 1996 who are not eligible to participate in MPSERS, the University offers the following retirement plan option:
 - (1) PLAN TYPE – Defined Contribution;
VENDOR – TIAA
 - (2) ELIGIBILITY – Employees regularly assigned and scheduled to work at least twenty (20) hours

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

3. Contributions:

- a. For bargaining unit employees hired on or before June 30, 2016, the University shall contribute eight percent (8%) of an employee's gross earnings to the TIAA Retirement Plan for those employees participating in said plan. Employee and University contributions will vest immediately for these employees.
- b. Bargaining unit employees hired on or after July 1, 2016 will receive retirement benefits in accordance with the following University retirement plan. The employer will contribute 5% of employee earnings to TIAA with no required employee contribution. Employees will have 100% vesting after two (2) years of service. For every additional 1% employee contribution, the employer will match an additional 1%, up to a maximum additional employer contribution of 3% of employee earnings.

Employee Contribution	EMU Contribution	EMU Match	Total TIAA Contribution
0%	5%	0%	5%
1%	5%	1%	7%
2%	5%	2%	9%
3%	5%	3%	11%

- c. In addition, the employee may elect to contribute to an optional 403 (b) and/or 457 (b) supplemental retirement savings plan up to the yearly maximum determined by the IRS. Information and enrollment is available in the Benefits Office.
- d. RETIREMENT AGE – Normal retirement will be at age 60, with 10 or more years’ service, or at any age with thirty (30) or more years’ service, or as provided in the plan, or as may be agreed upon by the University and the Union consistent with the applicable collective bargaining agreement, or as may be established by Employer policy.

4. Payment of Unused Sick Leave Benefits

An employee hired on or before June 30, 2016 who separates from University employment for retirement purposes in accordance with the provisions of the Michigan Public Schools Employees Retirement System or any other approved pension plan sponsored by the University [and with ten (10) or more years of service at EMU and who is over age fifty (50) on his or her date of separation] shall be paid for fifty percent (50%) of his or her unused sick leave, if any, as provided in Article XXVI. J., as of the effective date of separation. Such payments are to be made at the

employee's rate of pay at the date of separation.
Bargaining unit employees hired on or after July 1, 2016 are not eligible for sick leave payouts.

5. Life Insurance

If an employee is over age fifty (50) and has ten (10) or more years of service at the University at the time he or she retires, he or she shall be entitled to a lifetime benefit as follows: date of retirement is on or after 9/1/1985 but before 9/20/94 are entitled to a lifetime benefit of three thousand (\$3,000) dollars; date of retirement is on or after 9/20/1994 and before 9/19/2000 are entitled to a lifetime benefit of \$4,000; date of retirement is on or after 9/19/2000 and before 3/16/2004 are entitled to a lifetime benefit of \$5,000; date of retirement is on or after 3/16/2004 are entitled to a lifetime benefit of \$7,000.

6. Death Benefits

a. Payment of Unused Sick Leave Benefits

In the case of the death of an employee hired on or before June 30, 2016, payment of fifty percent (50%) of his or her unused Sick Leave, if any, as provided in Article XXVI. J. shall be made to the employee's designated beneficiary or estate. Such payment will be made at his or her regular rate of pay as of the date of death. Bargaining unit employees hired on or after July 1, 2016 are not eligible for sick leave payouts.

b. Payment of Accrued Wages and Unused Vacation Benefits

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

L. EMERITUS STATUS

The University's Emeritus policy will apply to all eligible bargaining unit members, once approved by the Board of Regents.

M. BEREAVEMENT LEAVE

1. An Employee is allowed three (3) working days off with pay for a funeral for a member of his/her immediate family. Such three (3) working days shall be taken during the period of the day of the funeral service and the two working days prior to the funeral or the two working days following the funeral or the day before the funeral and the day after the funeral. An employee who wishes to attend a funeral for anyone outside of his/her immediate family may take off one-half (1/2) day with pay, subject to the permission of his/her work supervisor. In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave.
2. The phrase "immediate family" for purposes of this section shall mean husband, wife, additional eligible adults, child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step brother, step sister, step children of a current spouse, grandparents, grandchildren, grand-parents-in-law, step parents, step parents of a current spouse, legal guardian and legal ward.

N. JURY DUTY

Regular employees will suffer no loss in compensation to perform Jury Duty. If an employee is temporarily excused from Jury Duty, he or she is expected to return to work. This provision does not apply to persons who volunteer for Jury Duty.

O. COURT APPEARANCE PAY

When members of the bargaining unit employed as DPS Dispatchers or Parking Control Clerks are required by subpoena to appear in Court on behalf of the University at times that are outside of, and not continuous with, their regularly scheduled hours, these employees will be entitled to a minimum of 1 ½ hours pay at time-and-a-half for such appearances to be paid as overtime pay.

P. CHRISTMAS/NEW YEAR SEASON DAYS

1. The three (3) regularly scheduled workdays between the Christmas and New Year's holidays are designated as Christmas/New Year Season days.
2. An employee, who is required by the University to work on a Christmas/New Year Season Day as designated in Article XXVI.P above, will be paid for time worked at the employee's regular hourly straight time rate plus shift premium, if applicable. In addition, for each one (1) hour worked by an employee, the University shall add one (1) hour to the employee's vacation accrual which thereafter shall be subject to the provisions of Section I. VACATION, of the parties' Collective Bargaining Agreement, dated September 1977, as amended.

3. For each Christmas/New Year Season Day an employee is not scheduled or otherwise required by the University to work, such employee shall receive his/her regular hourly rate of pay, exclusive of shift premium, for the number of hours the employee would be regularly scheduled to work [not to exceed eight (8) hours] on the day on which the Christmas/New Year Season Day is observed, provided the employee meets the following eligibility requirements:
 - a. The employee must work the last scheduled work day before and the next scheduled work day after the day of observance of the Christmas/New Year Season Day, unless the employee's absence has been previously approved by the employee's department head or, in cases where approval is not sought and obtained in advance from the department head, is caused by such employee having been hospitalized due to accident, injury or other similar and verifiable situations of extreme personal circumstance.
 - b. The employee must be on the University's payroll for the week in which the Christmas/New Year Season Day is observed.
4. Any employee alleging a violation of the terms and conditions of this provision may process a grievance starting at Step III of the Grievance Procedure provided such grievance is presented, in writing, to the University's Employee Relations Office within five (5) work days of the date the aggrieved employee(s) becomes aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time, the grievance is barred.

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

ARTICLE XXVII MISCELLANEOUS

A. UNION MEETINGS

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

B. MAIL

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

C. REST AREAS

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

D. PAY PERIODS

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

E. PARKING FACILITIES

As of September 1, 2019, bargaining unit members will pay a total of one hundred and fifty-six dollars (\$156) per academic year, commencing for the 2019-2020 academic year and thereafter. The one hundred and fifty-six dollars (\$156) will be distributed across 24 pay periods. Such fees will be paid on a post-tax basis through payroll deduction.

F. CREDIT UNION

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

G. EDUCATION OPPORTUNITIES

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

1. Tuition Waiver Program

- a. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged

shall be borne by the employee. Effective July 1, 2018, fees shall be covered in addition to tuition, except for all permissible mandatory fees as outlined by the University.

- b. An employee shall be eligible for a tuition waiver if he or she satisfies the following terms and conditions:
 - (1) The employee must have completed his/her initial employment probation prior to the first day of classes of the term or semester for which he or she plans to register unless the tuition waiver is to be used for the purpose of pursuing course work in word processing or computer-related study.
 - (2) The employee must present evidence of admission to the Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.
 - (3) A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- c. Failure to submit a completed application for approval within the required timelines may forfeit the employee's eligibility for that term.
- d. The employee must agree to reimburse the University for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the University for tuition waiver

benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five (25%) of the gross amount of each bi-weekly paycheck (unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

- e. Eligible full-time employees shall be entitled to full tuition waiver benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits. Tuition waiver benefits for employees who are laid off will continue through the end of the semester in which the layoff occurs.
- f. The employee must take courses during non-working hours unless such course work is related to word processing or computer related study, in which case enrollment and class attendance during working hours must be approved by the University.
- g. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
 - (1) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is enrolled.
 - (2) A grade of “pass” or “C” or above (“B” for graduate courses), is not achieved in any course

for which tuition waiver is obtained. Grades of “C-“ (undergraduate) and “B-“ (graduate) are not acceptable.

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

2. Auditing of Classes

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

- a. The employee must submit a completed application to the Benefits Office not less than five (5) working days prior to the first day of classes of each semester in which classes will be audited.
- b. All classes must be audited during non-working hours.

- c. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.
3. Tuition Waiver Program for Employee Spouses and Dependent Children
- a. A tuition waiver program providing a waiver of one-half (1/2) the cost of the undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses and dependent children of Bargaining Unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
 - b. A Bargaining Unit member's spouse, or dependent child shall be eligible for a tuition waiver if such spouse, or dependent child presents to the University's Benefits Office evidence of admission confirming that:
 - (1) he/she is a dependent child, spouse, of a Bargaining Unit member. A dependent child shall be defined as (a) legally dependent children of eligible staff and (b) children who have eligible staff as their legal guardian.
 - (2) he/she has satisfied all admission requirements and is eligible to enroll for courses.
 - c. A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.

- (1) Failure to submit an application for approval within the required timelines may forfeit the spouse, dependent's eligibility for that term.
 - (2) Upon the sponsoring employee's termination from the University, tuition waiver benefits for eligible spouse and dependent children shall cease at the end of the semester in which the termination occurs.
4. A bargaining unit member's spouse, or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any student of the University.
 5. It is intended that only a fifty percent (50%) tuition waiver be provided to any dependent irrespective of whether or not both parents are employed by the University.
 6. An eligible spouse, dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
 - (1) A grade of "pass" or "C" or above is not achieved in any course for which tuition waiver is obtained. Grades of "C-" are not acceptable.

H. BOOKSTORE DISCOUNTS

Clerical employees shall be allowed a discount on items purchased in the University Bookstore in accordance with present policy.

I. TRAVEL EXPENSES

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

J. STAFF I.D.

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

K. HEALTH SERVICES

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

L. WORK FOR MULTIPLE AREAS/DEPARTMENTS

For purposes of schedule and time management, a bargaining unit employee may perform work for one or more areas/departments. For any positions split between two (2) or more departments, the supervisors of each department shall coordinate; however, management shall designate which one (1) will be considered the primary supervisor of the bargaining unit member(s) and will coordinate and prioritize work as such. The primary supervisor will be responsible for evaluation and approval of time.

Article XXVIII HEALTH AND SAFETY

1. The University agrees to make reasonable provisions for the health, safety and first aid of its employees during hours

of employment. This letter shall not be interpreted to subject the University to any personal or contract damage liability.

2. Health and Safety concerns may be addressed through Special Conference, as requested by the Union. Such Special Conference will be convened within twenty-four (24) hours of the Union's request, and may be scheduled outside of regularly scheduled working hours if deemed appropriate by the University.
3. Health and Safety concerns unresolved through Special Conference may be presented as a grievance, at Step III.
4. The Union President, or designee, will be granted release time, without loss of pay, to participate as a member of the University's Safety Committee.

ARTICLE XXIX FITNESS FOR DUTY

Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the essential duties and responsibilities of their position.

When the Employer has cause to believe that an employee is in an unfit physical, mental or emotional condition, supported by two (2) trained Human Resources personnel, the employee will be required to undergo examination or testing by an employer-selected medical professional for purposes of evaluating his/her fitness for duty. This exam should be limited to the issue in question.

An employee required to undergo examination or testing on duty time shall not suffer a loss in pay. At the discretion of the employer, the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.

Should the employee wish to challenge the employer's fitness for duty examination, he/she shall submit medical documentation to the employer of their fitness for duty.

Where the medical opinions of the employer's professional disagrees with the medical opinion of the employee's professional, the two (2) medical professionals shall agree on a third impartial medical professional who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of fitness for duty. The expense of the third opinion shall be borne by the employer. If the third medical professional finds the employee fit for duty, the employer shall pay the employee for all lost time, return the employee to the identical job with the same responsibilities and status that they previously held before the fitness for duty exam took place.

All such requests for examination shall include the following notice to the examiner:

“The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, do not provide any genetic information when responding to this request for medical information. ‘Genetic information’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.”

If, as a result of such examination, the employee is found to be unfit for duty, the employee will be placed on leave of absence in accordance with the collective bargaining agreement.

If requested by the employee, the employer shall provide a complete copy of all medical evaluations to the employee. The selected medical professional may be responsible to provide any and all continuing medical leave, support, paperwork, etc., to the employer and insurance company to continue the medical leave or payment of benefits if the employee's doctor refuses to comply. After the third medical opinion, and any time during the medical leave or period, should the employee's medical condition change to allow for the employee to return to work, the employee must provide from the treating physician a Statement of Ability to Return to Work. Any employee returning to work may be subject to the medical leave section of the CBA before returning.

All medical reports will be treated as confidential and meet or exceed all HIPAA regulations.

Should an employee refuse to submit to the examination, such refusal shall subject the employee to disciplinary action.

ARTICLE XXX CONFORMITY TO LAW

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

ARTICLE XXXI DURATION AND AGREEMENT

1. This agreement shall become effective as of July 1, 2022 and shall continue in full force and effect to and including June 30, 2026. The Agreement shall continue from year-to-year thereafter unless either party notifies the other in writing between the ninetieth (90th) day and sixtieth (60th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- b. If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, the Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- c. In Witness thereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this July 1, 2022 .

EASTERN MICHIGAN UNIVERSITY

Signature on File

James Smith, President

Signature on File

Dwayne G. Zuhlke, PhD, Director,
Labor Relations and HRBP Services

Signature on File

Wanda Parker

HR Business Partner

Signature on File

Rhonda Fowler,
University Librarian

UAW LOCAL 1975

Signature on File

Laura Dickerson,
Region 1-A UAW

Signature on File

Michael Shumaker, International
Rep, UAW

Signature on File

Brooke Boyst-President,
UAW Local 1975

Signature on File

Alistair Halton, Vice President
UAW Local 1975

Signature on File

Tom Shackelford, Member
Bargaining Committee

Signature on File

Rachelle Marshall, Member
Bargaining Committee

Signature on File

Marlene Thomas, Member
Bargaining Committee

Eastern Michigan University
Salary and Wage Schedule-Clerical/Secretarial (CS) Step Plan
Effective: July 1, 2022

Grade	Step	Minimum										Maximum
		1	2	3	4	5	6	7	8	9	10	
04	Annual*	37,866	39,082	40,295	41,507	42,720	43,935	45,146	46,361	47,575	48,786	50,001
	Hourly	18.20	18.79	19.37	19.96	20.54	21.12	21.70	22.29	22.87	23.45	24.04
05	Annual*	42,589	44,094	45,601	47,106	48,611	50,117	51,621	53,126	54,632	56,135	57,642
	Hourly	20.48	21.20	21.92	22.65	23.37	24.09	24.82	25.54	26.27	26.99	27.71
06	Annual*	46,304	48,176	50,046	51,919	53,789	55,660	57,532	59,405	61,274	63,146	65,019
	Hourly	22.26	23.16	24.06	24.96	25.86	26.76	27.66	28.56	29.46	30.36	31.26
07	Annual*	52,774	55,053	57,334	59,613	61,892	64,172	66,452	68,730	71,011	73,290	75,568
	Hourly	25.37	26.47	27.56	28.66	29.76	30.85	31.95	33.04	34.14	35.24	36.33

- > CS employees are required to complete 6 or more years of service, on or after January 1, 2010, in order to be eligible for their initial step increase.
- > The initial step to be slotted into will be the first available step with a salary value greater than their current salary at time of eligibility.
- > After the CS employee receives their initial step assignment/increase, he/she will require two (2) additional years of service in order to move to the next step in the pay grade.
- > CS employees are required to have an overall performance rating that they "consistently" or "frequently" satisfy performance requirements in order to be eligible for a step increase.
- > Annual * as shown assumes being compensated for 2,080 hours.

APPENDIX A SALARY SCHEDULE

Eastern Michigan University
Salary and Wage Schedule-Clerical/Secretarial (CS) Step Plan
Effective: July 1, 2023

Grade	Step	Minimum										Maximum
		1	2	3	4	5	6	7	8	9	10	
04	Annual*	38,623	39,864	41,101	42,337	43,574	44,814	46,049	47,288	48,527	49,762	51,001
	Hourly	18.57	19.17	19.76	20.35	20.95	21.55	22.14	22.73	23.33	23.92	24.52
05	Annual*	43,441	44,976	46,513	48,048	49,583	51,119	52,653	54,189	55,725	57,258	58,795
	Hourly	20.89	21.62	22.36	23.10	23.84	24.58	25.31	26.05	26.79	27.53	28.27
06	Annual*	47,230	49,140	51,047	52,957	54,865	56,773	58,683	60,593	62,499	64,409	66,319
	Hourly	22.71	23.63	24.54	25.46	26.38	27.29	28.21	29.13	30.05	30.97	31.88
07	Annual*	53,629	56,154	58,481	60,605	63,130	65,455	67,781	70,105	72,431	74,756	77,079
	Hourly	25.88	27.00	28.12	29.23	30.35	31.47	32.59	33.70	34.82	35.94	37.06

- > CS employees are required to complete 6 or more years of service, on or after January 1, 2010, in order to be eligible for their initial step increase.
- > The initial step to be slotted into will be the first available step with a salary value greater than their current salary at time of eligibility.
- > After the CS employee receives their initial step assignment/increase, he/she will require two (2) additional years of service in order to move to the next step in the pay grade.
- > CS employees are required to have an overall performance rating that they "consistently" or "frequently" satisfy performance requirements in order to be eligible for a step increase.
- > Annual * as shown assumes being compensated for 2,080 hours.

APPENDIX A SALARY SCHEDULE CONTINUED

Eastern Michigan University

Salary and Wage Schedule-Clerical/Secretarial (CS) Step Plan

Effective: July 1, 2024

Grade	Step	Minimum										Maximum
		1	2	3	4	5	6	7	8	9	10	
04	Annual*	39,395	40,661	41,923	43,184	44,445	45,710	46,970	48,234	49,498	50,757	52,021
	Hourly	18.94	19.55	20.16	20.76	21.37	21.98	22.58	23.19	23.80	24.40	25.01
05	Annual*	44,310	45,876	47,443	49,009	50,575	52,141	53,706	55,273	56,840	58,403	59,971
	Hourly	21.30	22.06	22.81	23.56	24.31	25.07	25.82	26.57	27.33	28.08	28.83
06	Annual*	48,175	50,123	52,068	54,016	55,962	57,908	59,857	61,805	63,749	65,697	67,645
	Hourly	23.16	24.10	25.03	25.97	26.90	27.84	28.78	29.71	30.65	31.59	32.52
07	Annual*	54,906	57,277	59,651	62,021	64,393	66,764	69,137	71,507	73,880	76,251	78,621
	Hourly	26.40	27.54	28.68	29.82	30.96	32.10	33.24	34.38	35.52	36.66	37.80

> CS employees are required to complete 6 or more years of service, on or after January 1, 2010, in order to be eligible for their initial step increase.

> The initial step to be slotted into will be the first available step with a salary value greater than their current salary at time of eligibility.

> After the CS employee receives their initial step assignment/increase, he/she will require two (2) additional years of service in order to move to the next step in the pay grade.

> CS employees are required to have an overall performance rating that they "consistently" or "frequently" satisfy performance requirements in order to be eligible for a step increase.

> Annual * as shown assumes being compensated for 2,080 hours.

APPENDIX A SALARY SCHEDULE CONTINUED

Eastern Michigan University

Salary and Wage Schedule-Clerical/Secretarial (CS) Step Plan

Effective: July 1, 2025

Step	Grade											
	1	2	3	4	5	6	7	8	9	10	11	
04	Annual*	40,183	41,474	42,761	44,048	45,334	46,624	47,909	49,199	50,488	51,772	53,061
	Hourly	19.32	19.94	20.56	21.18	21.80	22.42	23.03	23.65	24.27	24.89	25.51
05	Annual*	45,196	46,794	48,392	49,989	51,587	53,184	54,780	56,378	57,977	59,571	61,170
	Hourly	21.73	22.50	23.27	24.03	24.80	25.57	26.34	27.10	27.87	28.64	29.41
06	Annual*	49,139	51,125	53,109	55,096	57,081	59,066	61,054	63,041	65,024	67,011	68,998
	Hourly	23.62	24.58	25.53	26.49	27.44	28.40	29.35	30.31	31.26	32.22	33.17
07	Annual*	56,004	58,423	60,844	63,261	65,681	68,099	70,520	72,937	75,358	77,776	80,193
	Hourly	26.83	28.09	29.25	30.41	31.58	32.74	33.90	35.07	36.23	37.39	38.55

> CS employees are required to complete 6 or more years of service, on or after January 1, 2010, in order to be eligible for their initial step increase.

> The initial step to be slotted into will be the first available step with a salary value greater than their current salary at time of eligibility.

> After the CS employee receives their initial step assignment/increase, he/she will require two (2) additional years of service in order to move to the next step in the pay grade.

> CS employees are required to have an overall performance rating that they "consistently" or "frequently" satisfy performance requirements in order to be eligible for a step increase.

> Annual * as shown assumes being compensated for 2,080 hours.

APPENDIX A SALARY SCHEDULE CONTINUED

APPENDIX B

MEMORANDUM OF UNDERSTANDING

By and Between

EASTERN MICHIGAN UNIVERSITY

And UAW LOCAL 1975

RE: Article XV: Layoff and Recall

It is hereby understood and agreed by and between Eastern Michigan University and UAW Local 1975 that the following shall apply when there is a reduction of workforce to EMU clerical/secretarial employees:

Definitions:

For this MOU annual full-time position is any position that is normally scheduled to work 40 hours a week on a 12 month calendar year basis. A less than annual full-time position is any position normally scheduled to work 40 hours a week during the academic school year but has either no scheduled hours or a reduced schedule for spring and/or summer terms. When applying the reduction in workforce language to annual full-time employees and less than annual full-time employees we will treat both classifications as the same full-time employment status.

Part-time position is any position normally scheduled to work less than 40 hours a week during the academic year and/or calendar year. When applying the reduction in workforce language to part-time employees the university will treat all part-time employees as one employment status and will not take into consideration any specific percentage of appointment differences.

Position Elimination:

When following the process outlined within Article XV: Section A, for placing an employee whose position has been eliminated it is understood and agreed upon that the language is intended to be applied within the same employment status. Meaning that a full-time employee will have rights to other full-time positions, but will

not be eligible to displace a part-time employee regardless of their seniority; and that a part-time employee will have rights to other part-time positions but will not be eligible to displace a full-time employee regardless of their seniority.

However, in the event that an employee is subject to “Be laid off” within their current employment status, the university may place them into a vacant position that they are qualified for within another employment status and the employee must accept this assignment and change in employment status or resign from their position within the university.

Position Reduction:

In the event that the university determines it necessary to increase or reduce an employee’s employment status from part-time to full-time or full-time to part-time; the employee may elect to accept the change in employment status or elect to utilize their seniority rights in accordance with Article XV: Section A in an attempt to secure another position within the university with the same employment status. The affected employee’s decision will be made in writing to Human Resources and their decision will be final.

The parties agree that this Memorandum of Understanding is agreed to without prejudice or precedent to either party’s position as it relates to the grievance concerning a reduction in work force and displacement of a bargaining unit member that is currently at arbitration and before the arbitrator.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1975

Joline Davis, Director,
Labor and Employee Relations

Michael Shumaker, President
UAW Local 1975

APPENDIX C

CS CLASSIFICATIONS AND PAY GRADES

PLAN	GRADE	CLASSIFICATION TITLE	JOB CODE	JOB FUNCTION
CS	05	Account Specialist	02604	CS-Accounting
CS	05	Collections Specialist	02665	CS-Accounting
CS	06	Payment & Student Acct Spec	01707	CS-Accounting
CS	06	Accts Payable Specialist	01796	CS-Accounting
CS	06	Account Specialist Senior	02605	CS-Accounting
CS	06	Financial Aid Process Spclst	02623	CS-Accounting
CS	07	Payroll Practitioner III	01556	CS-Accounting
CS	07	Budget Rec Admin, Aux	01743	CS-Accounting
CS	07	Travel & Expense Auditor	01797	CS-Accounting
CS	07	Sup of Loan Svcs, SBS	02109	CS-Accounting
CS	07	3rd Party Accts Recev Processo	05037	CS-Accounting
CS	04	Clerk	02602	CS-Clerk
CS	04	Sr Account Clerk	02603	CS-Clerk
CS	04	Parking Control Clerk	02613	CS-Clerk
CS	04	Customer Service Rep	02634	CS-Clerk
CS	04	Logistics Clerk	02637	CS-Clerk
CS	05	Patient Service Representative	01751	CS-Clerk
CS	05	Purchasing Operations Asst	01768	CS-Clerk
CS	05	Sr Academic Evaluator/Recorder	02625	CS-Clerk
CS	05	Transfer Tabulator	02642	CS-Clerk
CS	05	Graduation Auditor/Evalu	02650	CS-Clerk
CS	05	Information Systems Clerk	02653	CS-Clerk
CS	05	Career Services Assistant II	02659	CS-Clerk
CS	05	Customer Service Rep II	02672	CS-Clerk
CS	05	Admissions Processor	02685	CS-Clerk
CS	05	Sevis Processor, Intl Students	05008	CS-Clerk
CS	06	Studnt Judicial Svs Specialist	01585	CS-Clerk
CS	06	Admissions, Info Syst Clerk	01718	CS-Clerk
CS	06	Financial Aid, Info Sys Clerk	01785	CS-Clerk
CS	06	Imaging Specialist	01905	CS-Clerk
CS	06	Client Services Specialist	01966	CS-Clerk
CS	06	Police Dispatcher	02633	CS-Clerk
CS	06	Sr Academic Records Auditor	02643	CS-Clerk
CS	06	Sr Graduate Records Clerk	02645	CS-Clerk
CS	06	Admissions CRM Asst	02652	CS-Clerk
CS	06	Sr Information System Clerk	02654	CS-Clerk
CS	06	Supv Eval Records Eval/Main	02669	CS-Clerk
CS	06	Office Supervisor	02670	CS-Clerk
CS	06	Customer Service Specialist	02675	CS-Clerk
CS	06	Sr Admissions Processor	02690	CS-Clerk
CS	05	Library Assistant III	02629	CS-Library
CS	06	Library Associate	02671	CS-Library
CS	04	Secretary II	02640	CS-Secretarial
CS	05	Sr Secretary	02647	CS-Secretarial
CS	06	Academic Programming/Svcs Spec	01241	CS-Secretarial
CS	06	Service EMU Specialist	01504	CS-Secretarial
CS	06	Admin Secretary	02636	CS-Secretarial
CS	07	Executive Secretary	02617	CS-Secretarial

APPENDIX D

STEWARD JURISDICTIONAL DISTRICTS

District #1

Parking Structure
Physical Plant Building
Public Safety Building
Mailroom
Student Center
Fletcher

District #8

Library – 1,2,3 Floors

District #9

Library – Garden Level
Rackham
Bowen/Warner

District #2

Pierce Hall – 1 & 2 Floors

District #10

Jones/Goddard
Pray Harrold
Sill

District #3

Pease Auditorium
Pierce Hall – 3 & 4 Floors
Roosevelt

District #11

Ford
McKenny Hall
Sherzer
Starkweather
Welch Hall

District #4

Hover Building
Mark Jefferson
Strong

District #12

Boone Hall
Psychology Clinic, 311 Cross
Satellite Operations
Honors College, 511 Forest

District #5

College of Business
Convocation Center
Foundation (Alumni)

District #6

Porter Building

District #13

Alexander
DC ONE
Eastern Eateries
Quirk

District #7

King Hall
Marshall Building
Rec/IM
Snow Health Center

APPENDIX F

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

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

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1975

Joline Davis, Director,
Labor and Employee Relations

Michael Shumaker, President
UAW Local 1975

Laura Dickerson
International Representative
Region 1-A, UAW

APPENDIX G

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

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

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

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

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

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

APPENDIX H

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

During the 2007 negotiations the parties discussed creating a task force to review classification specification and the associated pay grades. The intent of this review is to ensure that the classifications specifications are up to date, accurately reflect the duties and responsibilities of the classification and to make recommendations for change as appropriate.

The task force will be comprised of an equal number of management and union members. The task force will be convened within 90 days of ratification of this agreement by the Board of Regents. At its first meeting the task force members will set up a projected timeline to complete the initial phase of the project within a defined number of days from the start of the initial phase of the project. This project should be started no later than December 2022 with a projected completion date for the initial phase by the end of the first year of the contract.

This MOU is updated effective with the contract renewal date of 7/1/2022.

EASTERN MICHIGAN UNIVERSITY

UAW LOCAL 1975

Joline Davis, Director,
Labor and Employee Relations

Michael Shumaker, President
UAW Local 1975

Laura Dickerson
International Representative

APPENDIX L

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

RE: Article XVI Regular Job Vacancies

It is hereby understood and agreed by and between Eastern Michigan University and UAW Local 1975 that the following shall apply to determining the six (6) senior-most qualified applicants and notification to the union in the event of disqualification.

Definition of a properly constructed applicant pool:

A properly constructed applicant pool will consist of the six (6) most senior applicants who meet the minimum qualifications for the position and who are not otherwise disqualified in accordance with the provisions of Article XVI.A.4 a. and or b.

Definition of the six (6) senior-most qualified applicants:

The six (6) senior-most qualified applicants are defined as the six (6) most senior applicants who meet the minimum qualifications for the position.

- At the time a position closes, Human Resources will review the applicant pool to determine the six (6) senior-most applicants.
- In the event that Human Resources considers one of the six (6) senior-most-applicants unqualified, HR will notify the UAW Local 1975 President and Bargaining and Grievance Chairperson of the disqualification and rationale for disqualification.

- Upon disqualifying one of the six (6) senior-most applicants, Human Resources will review the remaining pool of internal applicants and starting with the next most senior applicant, they will join the interview pool comprised of the six (6) senior-most qualified applicants, which will be assessed by the Hiring Authority.

In the event that Human Resources determines all internal applicants to be unqualified, Human Resources will notify the UAW Local 1975 President and Bargaining and Grievance Chairperson of the disqualification and rationale for disqualification prior to providing the Hiring Authority with access to the external pool.

Hiring Authority process for removing an applicant from the interview pool:

- In the event that an applicant(s) performs exceptionally poorly in the interview process Human Resources will notify the UAW Local 1975 President and Bargaining and Grievance Chairperson of the intent to remove the applicant from the interview pool and move to the next most senior qualified applicant outside of the original interview pool.

Notification and agreement on removing applicant(s) from the interview pool:

When the University intends to remove an internal applicant(s) from the interview pool, it will notify the union and agree to hold a special conference at the request of the union to discuss the disqualification prior to turning over additional internal applicants and/or the external pool of applicants to the hiring authority.

In the event that an agreement can't be reached between the University and UAW Local 1975 on the disqualification and/or removal of an internal applicant(s) from the interview pool, the disagreement will be handled through the standard grievance procedure.

EASTERN MICHIGAN UNIVERSITY

UAW Local 1975

Date: July 1, 2019

Date: July 1, 2019

APPENDIX M –HEALTH CARE TABLE

Rates as follows: The rates are as outlined below. The parties agree to a limited reopener to agree upon a monthly employee premium rate increase effective January 1, 2025 and 2026 with the understanding that the rates for 2025 and 2026 will not exceed the rates shown. The parties agree to begin negotiations for the limited purpose of agreeing upon the aforementioned 2025 and 2026 rate increase no later than July 31, 2024.

Monthly Employee Contribution				
Community Blue PPO				
(Option 5)	2023	2024	2025	2026
Single	\$107.64	\$122.46	TBD (130.19 Cap)	TBD (138.40 Cap)
Two Person	\$322.54	\$352.68	TBD (416.59 cap)	TBD (442.88 cap)
3 to 4	\$414.69	\$465.35	TBD (520.74 cap)	TBD (553.60 cap)
5 or more	\$529.88	\$591.48	TBD (748.57 cap)	TBD (795.80 cap)
BCBS High Deductible				
PPO Plan w/ HSA	2023	2024	2025	2026
Single	\$35.19	\$37.30	TBD (39.52 cap)	TBD (41.88 cap)
Two Person	\$84.45	\$89.52	TBD (94.84 cap)	TBD (100.51 cap)
3 to 4	\$105.56	\$111.90	TBD (118.55 cap)	TBD (125.64 cap)
5 or more	\$121.39	\$128.69	TBD (136.34 cap)	TBD (144.49 cap)
Blue Care Network HMO				
(Healthy Blue Living)	2023	2024	2025	2026
Single	\$35.26	\$40.02	TBD (45.42 cap)	TBD (51.55 cap)
Two Person	\$70.12	\$79.59	TBD (90.33 cap)	TBD (102.52 cap)
3 to 4	\$87.54	\$99.36	TBD (112.77 cap)	TBD (127.99 cap)
5 or more	\$105.38	\$119.61	TBD (135.76 cap)	TBD (154.09 cap)