

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

SECTION: 23

DATE:

September 20, 2011

RECOMMENDATION
COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS PART-TIME LECTURERS UNIT

ACTION REQUESTED

It is recommended that the Board of Regents approve the inaugural collective bargaining agreement between Eastern Michigan University and the Eastern Michigan University Federation of Teachers Part-Time Lecturers Unit.

STAFF SUMMARY

The Part-Time Lecturers Unit at Eastern was certified on June 24, 2010 and the recommendation is based on the outcome of negotiations between EMU and the EMU Federation of Teachers Part-Time Lecturers Unit.

The proposed agreement covers approximately 800 instructional staff, field instructors, and adjunct library staff teaching at least one credit hour or the equivalent non-credit instructional workload. The unit does not include faculty members represented by the EMU-AAUP and lecturers in the Full-Time Lecturers Unit. The agreement was ratified by the Unit on September 15, 2011.

The recommended inaugural agreement is attached. The agreement is comprehensive covering a broad range of operational and governance considerations as well as compensation and benefits. A pay scale with minimum per-credit (or equivalent) pay rates is established and the agreement also provides for longevity payments and a tuition waiver program is available for employees employed 40% or more.

The agreement term is from the beginning of the Fall 2011 semester through July 1, 2013.

FISCAL IMPLICATIONS

The net cost impact resulting from this agreement can be contained within the FY12 budget approved by the Board on June 21, 2011.

ADMINISTRATIVE RECOMMENDATION

The proposed Board action has been reviewed and is recommended for Board approval.

University Executive Officer

Date

9/20/11

TENTATIVE AGREEMENT ON A

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EASTERN MICHIGAN UNIVERSITY

AND THE

PART-TIME LECTURERS' UNIT OF

EASTERN MICHIGAN UNIVERSITY

FEDERATION OF TEACHERS (EMU-FT)

2011-2013

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ARTICLE I *AGREEMENT*

This agreement is made and entered into effective upon ratification by and between Eastern Michigan University (hereinafter “EMU” or “Employer”) and the Eastern Michigan University Federation of Teachers (hereinafter “Union”).

ARTICLE II *GENERAL PURPOSE AND INTENT*

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

ARTICLE III *RECOGNITION*

- A. Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of 1939 as amended, and Act 336 of the Public Acts of 1947, as amended, the University does hereby recognize the Union, as the exclusive collective bargaining representative for all Employees employed by Eastern Michigan University in the following unit:

All instructional staff; field instructors in the Office of Academic Services, College of Education; and all adjunct professional library staff employed by Eastern Michigan University teaching at least one credit hour or an equivalent non-credit instructional workload.

but excluding:

Faculty members represented by the EMU-AAUP; Lecturers in the Full-Time Lecturers Bargaining Unit; Adjunct Professors; Visiting Professors and Exchange Professors; Graduate students appointed as Teaching Assistants, Doctoral Fellows, or KCP Fellows; Peer Tutors enrolled in an undergraduate or graduate degree program at Eastern Michigan University; Post-doctoral Fellows; Visiting Scholars and Visiting Scientists; Individuals who hold administrative, professional or technical appointments and also perform teaching or other instructional-related tasks as part of the workload for that appointment; Department Heads; Supervisors; Managerial Employees as defined by PERA; Confidential Employees as defined by PERA; All other individuals employed by the University.

- B. An employee holding more than one appointment will be deemed a member of the unit relative to (and only for purposes of) any appointment meeting the above definition, unless one of the appointments is a Department Head, Manager, Supervisor, Administrator, or Confidential appointment, in which case the employee will be wholly excluded from the unit.
- C. The Employer agrees that it will not aid, promote or finance any other Union which purports to engage in collective bargaining on behalf of Employees in the unit as defined in Paragraphs A and B above.

ARTICLE IV *MANAGEMENT RIGHTS*

The University retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and shall remain vested in the University.

ARTICLE V *UNION RIGHTS*

A. Information furnished to the Union

The Employer will furnish the following information and data to the Union:

A list of the members of the Bargaining Unit, including each Employee's name, email, campus mail box, home address and telephone number (if they are available and the Employer has not been requested to withhold this information from the public), percentage of appointment, salary, home department, semesters employed, and first date of hire. A list will be furnished on or before each of the following dates: Fall Semester by September 30th and Winter Semester by January 31st, and the Spring and Summer Terms by July 1 of the same calendar year. (If there are changes in the above information following the referenced dates, the Union will be notified within thirty (30) days of such change(s).)

The Union will be informed of additions to the Bargaining Unit within thirty (30) days of the Employee's first date of actual work.

B. Union use of EMU Facilities and Services

1. The Union and Union officers shall, for the purpose of carrying out the business of the Union, have the right to hold meetings in EMU facilities at such times and places as are available with approval of the Employer, at the rate normally charged to EMU groups.
2. The Union will be provided with an office on EMU's central campus, subject to availability and normal charges, if any. "Normal" charges are defined as those customarily charged to other EMU groups. Keys for the office door and building will also be provided at prevailing rates. The Union will have a working telephone installed in its office. All telephone bills (including installation fees and start-up charges) shall be the sole responsibility of the Union. The Union will be given the right to have a telephone number listed in the campus telephone directory.
3. The Union will have the right to send the Union Newsletter and other Union notices to Employees through the EMU mail and email systems provided such use of the mail and email shall not cause an unreasonable load on the system and otherwise complies with applicable law and such restrictions as the Employer may establish for its use.
4. Facilities, including meeting rooms or equipment, such as duplicating, and audiovisual, will be available to the Union at the rates normally charged.

C. Copies of Agreement

This agreement will be posted on the University's website by the Employer. A copy of the Agreement will be provided to all Employees in the Bargaining Unit who request one. One hundred (100) copies will be provided to the Union. Electronic copies as Word and .PDF files will also be provided to the Union no later than one month after ratification.

D. Employee Orientation

New Employees will be offered a scheduled orientation in their first semester of employment. The Union will be notified two weeks prior to any scheduled orientation of new Employees, at which the Union shall participate for up to ten (10) minutes.

ARTICLE VI *MEMBERSHIP DUES AND SERVICE FEES*

A. Membership Dues and Service Fees

During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Employee shall, as a condition of employment by the University, either become a member of the Union and tender thereafter the uniformly required Union membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Union membership dues. The membership dues or service fees shall be tendered commencing in the month following thirty-one (31) calendar days after the execution of this Agreement or thirty-one (31) calendar days after the Employee's commencement of employment in the Bargaining Unit, whichever is later.

B. Method of Payment

The membership dues and service fees provided for herein shall be paid on a semi-monthly basis by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the University Payroll Office by the Union, and with said authorization to be irrevocable except as herein noted. Said authorization card may only be revoked by the Employee providing written notice to the Union via certified mail.

C. Payroll Deduction Authorization Form/Membership Card

The Union shall provide the Employer with a Payroll Deduction Form/Membership Card for use by Employees.

The Employer shall, within fifteen (15) calendar days following the offer of an appointment, or the start of the employment period, whichever is later, provide each new Employee with a copy of a letter mutually developed by the parties describing the requirements of this article, together with a copy of the payroll deduction authorization form/membership card, to be submitted by the Employee to the Union.

A copy of the properly executed Payroll Deduction Authorization form for each Employee for whom Union membership dues or service fees are to be deducted herein shall be on file in the University's Payroll Office before any payroll deductions are made. Deductions for membership dues and service fees shall be made thereafter

only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any erroneous or incomplete Payroll Deduction Authorization form will be sent to the Treasurer of the Union by the University, with a copy to the Employee.

D. Certification of Membership Dues and Service Fees

The Union shall submit to the University's Payroll Office written certification of the rate at which membership dues and service fees shall be deducted.

E. Payment by Payroll Deduction

During the life of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, the University agrees to deduct the semi-monthly membership dues and service fees as provided above. Membership dues and service fee deductions shall be remitted to the Treasurer of the Union within ten (10) work days after the end of each month. The Union assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Treasurer of the Union, as set forth above.

F. Limits of Deductions Required to be Made by the University

Deductions for membership dues and service fees will be made only in accordance with the provisions of the Employee's Payroll Deduction Authorization, together with the provisions of this Agreement. Except as otherwise provided in this Agreement, the University will have no responsibility for any other deductions. Further, the University shall have no obligation to make deductions from the pay of any Employee who has insufficient net earnings due the Employee to cover the full amount of such deduction.

G. Termination of Payroll Deduction

Payroll deduction authorizations will remain in effect and continue as specified in this Article, unless revoked as specified above. An Employee shall cease to be subject to deductions following the pay period in which the Employee's employment in the Bargaining Unit terminates. The Union will be notified by the University of the names of such Employees within six (6) weeks following the end of the pay period in which the termination occurs.

H. Refunds

In cases where a deduction is made that duplicates a payment that an Employee has made to the Union, or where a deduction is not in conformity with the provisions of the Union's Constitution or Bylaws, this Agreement, or applicable state or federal law, refunds to the Employee will be made by the Union.

I. Failure to Comply

An Employee who fails to tender to the Union either the uniformly required membership dues or service fees as above-provided shall have penalty fees in the amount of the union's service fee deducted from his/her paychecks, in accordance with the following procedure:

1. If an Employee fails to tender a duly executed authorization card within thirty-one (31) days after his/her date of hire, or after the signing of this Agreement, whichever occurs last, the Employee shall be notified (concurrently with the University) that he/she has failed to comply with the Agreement.
2. If the Employee fails to comply with the requirements specified herein, the Employer shall deduct from the Employee's paychecks, and remit to the Union, penalty fees in the amount of the union's service fee. Such deductions shall continue until the Employee leaves the bargaining unit or makes other arrangements for the payment of dues or service fee.

J. The University Save Harmless

The Union agrees to indemnify, protect and save harmless the University from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by the University for the purpose of complying with the provisions of this Article.

K. Limit of the University's Liability for Remittance or Payment of Payroll Deductions

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

ARTICLE VII *EQUAL EMPLOYMENT OPPORTUNITY*

- A. The Employer and the Union recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights. Further, the parties agree that neither will unlawfully discriminate against Employees on the basis of race, creed, religion, color, ethnicity, national origin, citizenship, sex, age, disability, height, weight, marital status, sexual orientation, gender expression, gender identity, parental and pregnancy status, political belief and activities, or for participation in or affiliation with any labor organization.
- B. This section shall be subject to Steps I through III of the Grievance Procedure, but is hereby expressly excluded from and may not be appealed to Step IV, Arbitration.

ARTICLE VIII *ACADEMIC RIGHTS AND PROFESSIONAL RESPONSIBILITIES*

A. Communication

In the first month of fall and winter semesters, each department will hold a meeting for Employees in this bargaining unit to explain ongoing Employer practices (policies, rules, and regulations), to discuss curriculum and instruction issues, and to solicit advice and recommendations regarding departmental matters related to Employees in the bargaining unit. The Union and Employees shall be notified two weeks in advance of the meeting. Upon request of the Union, each academic unit will make up to ten (10) minutes available to the Union during the meeting.

B. Academic Rights

The Employer and the Union affirm the principle of academic freedom in teaching, subject to the following:

1. Those limitations provided under applicable municipal, state, and federal law.
2. Commonly accepted standards of conduct.
3. The satisfactory fulfillment of the duties listed herein, and
4. Such other policies, rules, and regulations adopted by academic departments, colleges, administrative officers, or the Board of Regents. These policies, rules, and regulations may include but are not limited to:
 - a. Common course syllabi, including expected student learning outcomes;
 - b. Required textbooks;
 - c. Common exams, assignments, or rubrics.
5. Subject to the forgoing, Employees will be free to study, investigate, present, or interpret facts or ideas concerning people, society, government, philosophy, the arts and sciences, the natural world, and other areas of inquiry.

C. Professional Responsibilities

1. The primary professional responsibility of the Employee is student teaching. Employees are expected to develop and maintain their professional skills in order to ensure high quality education for their students.
2. Teaching may include a number of particular obligations which employees are expected to fulfill, including but not limited to meeting with students during and outside of assigned classes, assessing student work and performance, preparing syllabi and course materials, providing copies of syllabi and course materials to their supervisor on request, and assigning and submitting grades in accordance with established University schedules.
3. To facilitate the completion of these professional responsibilities, the Employer will provide without cost to all employees a departmental mailbox, parking permits, the use of printing and duplicating equipment for instructional materials used for courses taught at EMU, and opportunities for professional development. In departments or units where Employees have access to office space, they will continue to have that access. All academic units where Employees do not have access to office space the department will identify and provide workspaces for Employees that include computer and telephone access.
4. Each Employee will be provided the Employer's IT services on the same basis on which they are provided to other instructional faculty.
5. Employees shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas and New Year's season days.

ARTICLE IX *EVALUATION*

A. Evaluation Process

1. An initial evaluation of each employee shall be completed by the Department Head/School Director by the end of the second semester of employment. The evaluation will consist of the following:
 - a. A self-evaluation submitted by the Employee covering the period of the evaluation.
 - b. Classroom and/or online observation by the Department Head/School Director or his/her designee. This requirement may be waived for 1 credit or off campus courses where a direct observation is not feasible. Classroom observations shall be arranged with advance notice.
 - c. Student evaluations including student comments.
 - d. Course syllabi and other course materials requested by the Department Head/School Director if not otherwise included in the self-evaluation.
2. The results of the evaluation shall be made available to the Employee in writing.

B. Further Evaluation

After the initial evaluation, each Employee shall be subject to further evaluation at the discretion of the Department Head/School Director, but in any case no less frequently than once in every six semesters of employment.

C. Remediation Plan

If the Employee receives a Below Average rating, a Remediation Plan may be developed by which the Employee can raise the rating to Satisfactory or above. The Remediation Plan will be developed with specific outcomes and a timeline for improvement. Union representation is allowed during the development of the Remediation Plan. Following the period specified in the Remediation Plan, the employer will place documentation of the Employee's success in meeting the goals of the Remediation plan in the Employee's personal file. If the Employee has not raised his/her rating to Satisfactory or higher she/he will not be reappointed for subsequent terms. Such a decision is not subject to the grievance procedure. If the Department Head/School Director decides not to develop a Remediation Plan with an Employee who is rated Below Average, the DH/SD will explain his or her decision in the written evaluation results.

ARTICLE X *DISCIPLINE AND DISMISSAL*

- A. An employee may be disciplined, or his/her appointment may be terminated in mid-appointment, only for just cause.
- B. If an Employee is terminated for cause in mid-appointment, the Employee's appointment shall be cancelled without payment to the Employee for lost wages or fringe benefits or other liability to the Employer. By way of illustration, but not by way of limitation, cause shall be:

1. Serious professional misconduct;
 2. The failure to perform the Employee's professional responsibilities as set forth in this Agreement and in a manner acceptable to the University (as determined by its Assistant Vice President for Academic Affairs);
 3. The inability of an Employee, owing to medical reasons or otherwise, to complete his or her contractual responsibilities;
 4. Threatening, or, without legal justification, intentionally causing injury to any person in the workplace;
 5. Intentionally causing damage to property of the University or the property of any individual on University grounds or in University buildings;
 6. Intentionally interrupting the normal daily teaching, research or administrative operation of the University or directly inciting others to engage in such actions;
 7. Deliberately blocking the entrance or exit of any individual to or from University facilities or property for any reason not sanctioned by the University;
 8. Engaging in any illegal activity reflecting negatively on the University;
 9. Acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or local law.
- C. The Union may initiate a grievance on behalf of an Employee dismissed for just cause at Level 3 of the grievance procedure defined in Article XII.

ARTICLE XI *SPECIAL CONFERENCES*

At the request of the Union or the Employer, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern. Any agreements reached in such conferences shall be reduced to writing and signed by the parties. All such conferences shall be arranged through the President of the Union or President's designated representative and the Assistant Vice President for Academic Personnel and Contract Administration, or his/her designated representative.

ARTICLE XII *GRIEVANCE PROCEDURE*

A. Definitions

1. A "grievance" is a written allegation, made in the manner prescribed in this Article, by an Employee, group of Employees, or the Union that an express term of the Agreement has been violated, misinterpreted, or improperly applied, and that such Employee(s) or the Union has been harmed in some manner by the alleged violation. The grievance shall set forth the nature of the grievance, the facts upon which it is based, the specific Article(s) and Section(s) violated, the harm suffered by the grievant, and the remedy requested.
2. A "grievant" is the party alleging a grievance and who has been harmed by the alleged violation.

3. A "grievance form" is the official form upon which all grievances shall be submitted. The grievance form shall set forth the nature of the grievance, the facts upon which it is based, the specific Article(s) and Section(s) violated, the harm suffered by the grievant, and the remedy requested.

B. Construction

The resolution of an informal claim or grievance shall not add to, subtract from, or modify the terms of this Agreement, or serve as a binding precedent in future interpretation of application of the terms of this Agreement, unless done so in writing and approved by EMU's Assistant Vice President for Academic Affairs, the Union's President, or their respective designees. Any such agreement reached between the Union and the Employer shall be binding on the Union, the Employer, and Employees.

C. Basic Provisions

1. The Union's Grievance Officer and EMU's Assistant Vice President for Academic Affairs shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeal, notices of extension, and all other correspondence exchanged between the Union's and the Employer's representatives pursuant to the processing of grievances. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.
2. Failure to initiate any grievance within the specified time limits by the Union or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the specified time limits on the part of the Union shall cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance. The time limits may be extended by mutual written consent of the parties. Failure to comply with the time limits on the part of any administrative representatives will permit the grievance to proceed to the next step.
3. An Employee who participates in the grievance procedure will not be subject to discipline or reprisal because of such participation.

D. Adjustment of Informal Complaints

Any individual Employee or group of Employees may at any time present informal complaints to the Employer and have said complaints adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. Any such adjustments will be reduced to written form and will be conveyed to the Employee(s) and the Union at the time the adjustment is reached.

E. Grievance Procedure

Step I—Department Head

A Step I grievance shall be filed in writing by an Employee(s) or the Union. No Step I grievance will be entertained or processed unless it is submitted within fifteen (15) working days of the date the Employee(s) or the Union first had knowledge of the event, occurrence or circumstance giving rise to the grievance, or within fifteen (15) working days after the Employee(s) or the Union, through reasonable diligence,

should have obtained such knowledge. The written grievance shall be served on the Head of the Department in which the Employee is employed (or other appropriate administrative representative), with a copy to the Dean of the College in which the Employee is employed and the Assistant Vice President for Academic Affairs.

The Department Head (or other appropriate administrative representative) will schedule a meeting with the Union to discuss the grievance with the Grievant(s), the Union's representatives, and other such person(s) he/she deems appropriate. This meeting shall be completed within fifteen (15) working days after the written notice of grievance is filed. A written answer to the grievance will be provided to the grievant and the union within ten (10) working days following the meeting.

If a mutually agreeable resolution is reached at this Step, the resolution shall be signed by the parties, and a copy provided to the Union, the Dean, and the Assistant Vice President for Academic Affairs.

Step II—Dean

If the grievance is not resolved at Step I, the Union may, within ten (10) working days of the Step I response, appeal the grievance to the Dean of the College in which the Employee is employed (or other appropriate administrative representative) with a copy to the Employee's Department Head (or other appropriate administrative representative), and the Assistant Vice President for Academic Affairs. Such appeal shall be made in writing, and shall set forth the Union's objections to the Step I response.

The Dean (or other appropriate administrative representative) will schedule a meeting with the Union to discuss the grievance with the Grievant(s), the Union's representatives, the Department Head (or other appropriate administrative representative), and other such person(s) she/he deems appropriate. This meeting shall be completed within fifteen (15) working days after the written notice of grievance is filed. A written answer to the grievance will be provided to the grievant and the union within ten (10) working days following the meeting.

If a mutually agreeable resolution is reached at this Step, the resolution shall be signed by the parties, and a copy provided to the Union, the Department Head, and the Assistant Vice President for Academic Affairs.

Step III—Assistant Vice President for Academic Affairs

If the grievance is not resolved at Step II, the Union may, within ten (10) working days of the Step II response, appeal the grievance to the Assistant Vice President for Academic Affairs with a copy to the Dean and the Department Head (or other appropriate administrative representative(s)). Such an appeal shall be made in writing, and shall set forth the Union's objections to the Step II response.

The Assistant Vice President for Academic Affairs or his/her designee will schedule a meeting with the Union to discuss the grievance with the grievant(s), the Union's representative(s), the Department Head, Dean, or other appropriate administrative representative(s) involved at Step I and Step II, and such other person(s) she/he deems appropriate. This meeting shall be completed within fifteen (15) working days after the grievance is appealed to Step III as above provided. A written answer to the

grievance will be provided to the grievant and the union within ten (10) working days following the meeting.

If a mutually agreeable resolution is reached at this step, the resolution shall be signed by the parties, and a copy provided to the Union, the Department Head, and the Dean (or other appropriate administrative representative(s)).

If no mutually agreeable resolution is reached, the Assistant Vice President for Academic Affairs or his/her designee must describe his/her reasons for denial in written answer to the grievant(s) with a copy to the Union, the Department Head and the Dean (or other appropriate administrative representative(s) within ten (10) working days following the Step III meeting.

Step IV—Arbitration

If the grievance is not resolved at Step III, the Union may submit the grievance to final and binding arbitration. Within ten (10) working days of the Step III response, the Union shall provide written notice to the Assistant Vice President for Academic Affairs of its intention to submit the dispute to arbitration. No new claims may be submitted to arbitration. The Assistant Vice President for Academic Affairs and the Union will first meet to select a mutually agreeable neutral person to arbitrate the dispute. If the parties are unable to agree upon a neutral person, the selection shall be made in accordance with the rules of the American Arbitration Association (AAA). Submission to AAA shall be written, with simultaneous written notice to the Assistant Vice President for Academic Affairs, and if not filed and noticed within thirty (30) calendar days of the Step III response, the grievance shall be barred.

F. The Arbitration Hearing and the Arbitrator's Decision and Award

Procedural issues not otherwise covered by this Agreement with respect to the conduct of the hearing, subpoenas, adjournments, etc., shall be referred to the arbitrator who shall decide same based upon the then current rules of the American Arbitration Association.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall he/she exercise any responsibility or function of the Employer or the Union. This is not intended to restrict the authority of the Arbitrator to the determination of issues of procedural compliance only, and he/she shall have the authority to determine substantive questions properly presented in accordance with the terms of the Grievance Procedure. The decision of the Arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties shall bear their own expenses individually and share the Arbitrator's fee and expenses equally.

ARTICLE XIII *APPOINTMENTS*

A. Posting

1. Prior to hiring any new Employee, the hiring department shall, whenever practicable, use the Employer's web-based posting system to announce and invite applications for existing or potential vacancies.

2. The posting will list the minimum qualifications necessary for a candidate to be considered for the teaching position, and will include a general description of the responsibilities of the position(s).
3. Whenever practicable, postings will be open for at least ten (10) consecutive business days prior to an offer being made to a candidate. A single posting may result in an offer made to one or more candidates.
4. The Employer will provide a description of its posting website and posting practices to all employees on its Academic Human Resources website.

B. Appointments

1. An offer to hire an Employee is in the sole discretion of the Employer, which shall take into consideration such things as his/her availability, qualifications and his/her suitability for the stated requirements of the posted position(s).
2. The specific work to be performed will be described to the selected candidate in a letter of offer which will include an initial salary, the period of time for the work to be performed, and specific responsibilities and duties, and will include by reference his or her rights under this collective bargaining agreement. The letter of offer shall be signed by the Department Head or other authorized representative of the Employer. As soon as possible, the candidate will return a copy of this letter of offer with his/her signature as an acceptance of its terms.
3. Employees have no right of re-hire or continuing employment beyond the period of employment described in their letters of offer. Since employment ends at the conclusion of the assignment described in the letter of offer decisions not to hire an Employee in future semesters are not subject to the grievance procedure.
4. There are two categories of Employee under this Agreement: Lecturer A and Lecturer B.
 - a. Lecturers A will hold an appointment of one or more semesters and are appointed on a semester by semester basis.
 - b. Lecturers A become Lecturers B when they have been employed for four (4) of the immediately preceding six (6) academic year semesters and have taught a minimum of eighteen (18) credit hours (or the equivalent for those whose appointments are not calculated in credit hours) and have been favorably evaluated as described in Article IX, Evaluation, or for whom the department has waived evaluation. Lecturers B will be offered a one academic year appointment (Fall and Winter semesters) beginning in the fall semester following their eligibility, based on need.
5. At a minimum, the semester hours of an annual appointment shall be the lesser of an average of six credit hours per semester or the average number of credit hours taught per semester during the qualifying period. Annual contracts can be for more than an average of six credit hours per semester in the sole discretion of the Employer.
6. Employees who meet the criteria for Lecturer B appointment effective fall 2011 shall be evaluated during the academic year and if they receive ratings of

Distinctly Above Average or Exceptional, they shall be given Lecturer B status beginning with the 2012-13 academic year.

C. Layoff

1. Definitions:
 - a. A layoff is an involuntary separation from employment that occurs after an offer letter has been signed by an Employee but prior to the end of the employment period for which the offer has been made.
 - b. A partial layoff is an involuntary reduction in the percent of work described in the offer letter that occurs after an offer letter has been signed by an Employee.
2. Except as provided below, the order of layoff for Employees within each category shall be on the basis of expertise, ability, and performance relevant to the assignment in question as determined by the Employer.
3. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two or more Employees within each category, the order of layoff shall be in inverse order of seniority.
4. If the date of the notice of layoff is on or after the first day of classes of the semester for which the layoff applies, the academic unit may either determine the order of layoff in accordance with the provisions above, or by the actual section or course cancellation (i.e. those Employees assigned to cancelled course(s) or section(s) could be selected for layoff).
5. Notice of full or partial layoff will be provided by the Employer as soon as possible after the decision is made, and will include the reason(s) for the reduction as well as language regarding recall privileges as indicated in Sections D and E below.

D. Recall

1. It is the responsibility of the Employee on the layoff status list to provide current contact information and updated application materials to the academic unit. An Employee on layoff status will be directed to check the Employer's web-based posting system for appointment opportunities. Employees on layoff who want to be considered for existing or potential openings in other disciplines should file an application(s) on the University's Jobs website. An Employee will be notified of a recall offer via U.S. mail and electronic mail by the academic unit.
2. An Employee on layoff retains rights of recall for two years or until s/he has rejected offers of recall in two consecutive semesters, whichever is sooner. An Employee must provide written notice of rejection of an offer of recall with the reason(s) for the rejection to the academic unit in a timely manner as defined in the notice of potential recall. An Employee who rejects offers of recall will be given the same rights to notice and opportunities for recall while on layoff status that the Employee had prior to rejecting the offer of recall.

3. If an Employee does not reply to an offer of recall as described above, the academic unit is under no obligation to offer the Employee another recall opportunity.

E. Recall Priority

1. The order of recall for Employees on layoff within each specific employee designation within an academic unit shall be based on expertise, ability, and performance relevant to the assignment in question as determined by the Employer.
2. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two (2) or more Employees within the specific employee designation, recall shall be in order of seniority.
3. Employees placed on layoff status retain the same access to general EMU facilities as Employees not on layoff. For example, such Employees may visit and use museums, galleries, special collections, and libraries with regular faculty borrowing privileges. After meeting specific fee requirements, Employees may also continue to participate in campus parking, use recreational sport facilities, and obtain athletic tickets. Additionally, Employees on layoff will continue to have full use of the email system. Other than the benefits described in this section, Employees on layoff will have no right to any compensation or benefits.

ARTICLE XIV LEAVES OF ABSENCE

A. Paid Leave Days

Non-Accumulated Temporary Disability Paid Leave Days

Each Employee will be granted two (2) days of paid leave per term of assignment (fall, winter, spring, summer). Notice of absence must be given to the department head as promptly as possible so arrangements for coverage can be made.

B. Family and Medical Leave Act (FMLA)

1. An Employee who has been employed by the Employer for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the Employee's request for leave under the FMLA, or the date on which the leave commences, whichever comes first, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:
 - a. For a birth of a child of the Employee and to care for such child.
 - b. For the placement of a child with the Employee for adoption or foster care.
 - c. To care for a spouse, Additional Eligible Adult (AEA), 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 the Employee unable to perform the functions of his/her position.

2. The taking of a FMLA leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any Employee who returns from 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.
3. Employees who take a FMLA leave for the intended purpose of the leave will be entitled, on return from leave, to be restored by the Employer to the position of employment held by the Employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, percentage of appointment and other terms and conditions of employment.
4. Notwithstanding the provisions of paragraph B.1. above, an unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in an Employee's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. (For example, an Employee who requests a leave at the start of the twelfth month [of the twelve (12) month period from the date of birth or placement] is entitled to only four (4) workweeks of unpaid leave.)
5. Spouses or AEAs, both of whom are employed by the Employer, 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, placement of a child in their home 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 the Employee's child or spouse who is suffering from a serious health condition.
6. An eligible Employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in the Employee's home for adoption or foster care, must notify the Department Head, 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.
7. An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, AEA, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to Employer operations. Such an 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.
8. An Employee on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
9. If a requested leave is because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position,

or to care for a spouse, AEA, child or parent who has a serious health condition, the Employee may be required to file with the Employer, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by the Employer. Similarly, as a condition of restoring an Employee whose FMLA leave was occasioned by the Employee's own serious health condition, the Employer may also require the Employee to obtain and present certification from his/her health care provider that the Employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.

10. 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 B.1.c. and B.1.d., the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
11. A leave taken under paragraph B.1.a. or B.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 B.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 better accommodates recurring periods of leave than the Employee's regular position.
12. The provisions of paragraphs B.1-B.11 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

C. Bereavement Leave

An Employee will be allowed three (3) consecutive calendar days without loss of pay or benefits, to attend the funeral of a member of the Employee's immediate family. Such days shall be taken between the day of death and the day after the funeral. "Immediate family" for purposes of this provision shall be defined as: husband, wife, AEA, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to an Employee when the Employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person, when the person was a child.

In those limited instances where extenuating circumstances associated with the death of a member of the Employee's immediate family (e.g., the geographic location of the funeral and/or legal obligations that must be assumed by an Employee) necessitate an extended leave of absence on the part of the Employee, the Employee may request

approval of up to two (2) additional days of Bereavement Leave, which requests will not be unreasonably denied by the Employer.

An Employee who wishes to attend the funeral of someone outside of his/her immediate family may take one-half (1/2) day with pay, with the permission of the Department Head.

D. Jury Duty

Employees will suffer no loss in compensation when called to perform jury duty service. The Employer will pay the difference between jury compensation and the Employee's regular Employer compensation. When an Employee is temporarily excused from jury duty service, he/she is expected to return to work.

E. Military Leave

A military leave without pay shall be granted upon request of any Employee who enters active military service of the United States, or civilian services of the United States which are an essential part of the national defense program. Upon conclusion of the leave the Employee shall be subject to reinstatement in accordance with the provisions of applicable federal or state law.

An Employee who is ordered to active duty during an academic period in which the Employee is scheduled to work shall, at his/her request, be granted military leave to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service. If the Employee's military pay is less than his/her regular Employer salary, the Employer will pay the Employee the difference for a maximum of fifteen (15) working days in any tour of duty or calendar year, whichever is the longer period. Such leave shall be credited as continuing service.

F. Leave Conditions

1. Approval of Leaves

To the extent permitted by applicable state and federal law, all leaves require advance administrative approval, which approval will be given in all instances where the terms and conditions of this Agreement have been satisfied. Where practicable, the Employee shall provide his/her Department Head with as much advance notice as possible of the need to utilize said leave. Said notice shall be framed with sufficient particularity to advise the Department Head of the reason for the absence and to establish its compensable nature under the terms of this Agreement. If advance notice is not practicable, the Employee shall provide as much notice as circumstances permit. The Department Head may require said notice to be in writing. If an Employee's absence is determined to be not compensable under the terms of this provision, it shall be regarded as lost time and the Employee's pay reduced.

2. Time Limits

Where practicable, applications for Military Leaves under paragraph E.1. above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.

Where practicable, the Employee will be notified in writing within forty-five (45) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.

ARTICLE XV *COMPENSATION AND BENEFITS*

A. Minimum pay rates

1. The following minimum pay rates are effective for the duration of this agreement.

Description	Minimum Rate per Semester
University Supervisors of Student Teachers (COE or COT), per student	\$500
Direct instruction per credit, contact or equivalent hour	\$1,125
Lab/Studio classes, per contact hour	\$500
Applied music instruction, per student for majors	\$600
Applied music instruction, per student for minors	\$300
Librarians, per hour	\$28.25

2. Academic units may establish and Employees may be paid rates higher than the minimums prescribed above.
3. Employees may be paid at rates below the amount specified above for teaching off-campus courses offered through Extended Programs and Educational Outreach (EPEO) which do not fill to minimum capacity and would otherwise be cancelled. In all instances the rate of compensation for teaching a specific course will be confirmed in writing to the Employee prior to the Employee accepting and undertaking the teaching assignment. Copies of all letters to Employees in confirmation of Extended Programs appointments shall be sent to the Union Office.
4. If the Employee is rehired within three years from the last date of employment, any returning Employee will be compensated at no less than (a) the minimum for their classification or (b) the amount they were paid before leave, whichever is higher.
5. Longevity payments shall be made beginning in the Fall 2011 semester to Employees based on the number of Fall and Winter Semesters of employment they have had over the previous four years. Employees who do not teach in a Fall semester but do teach in the following Winter Semester shall receive longevity payments that semester.

Number of semesters	Longevity payment	Number of semesters	Longevity payment
2-3	\$100	6-7	\$300
4-5	\$200	8 or more	\$400

B. Benefits

The Employer will provide each Employee a summary description of the Employee's benefits within sixty (60) days of the commencement of the Employee's employment with EMU. Updates will be provided as revisions occur.

1. Snow Health Clinic. Employees may have use of the Snow Health Clinic at university staff rates.
2. Tax Deferred Annuity. Employees may elect to contribute to an individual tax-deferred annuity. The Employer has discretion as to the organization selected to provide this service.
3. Tuition Waiver Program for Employees. A tuition waiver program providing for a waiver of fifty percent (50%) of the cost of tuition for up to six (6) semester hours of credit per semester at Eastern Michigan University, will be available to Employees employed 40% or more.
 - a. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Employee.
 - b. Employees must complete one (1) year of employment prior to the first day of classes of the term or semester for which he/she plans to register.
 - c. Failure to submit an application for approval within published timelines may forfeit the Employee's eligibility for that term. Withdrawal from the course after the refund period, or grades lower than C (B for graduate classes) require full reimbursement of the Employer's contribution.
4. Dependent Care Flexible Spending Account. A Dependent Care FSA will be made available to Employees with 40% or more appointment.
5. Notwithstanding the expiration date of the current agreement, the parties will meet beginning September 1, 2012 for the purpose of reaching agreement about health care options to be made available to Employees as of January 1, 2013.

ARTICLE XVI *STRIKES*

- A. The union agrees that during the term of this Agreement, there shall be no strike, stoppage of work or slowdown.
- B. In the case of any strike or other suspension of work by the Employees that has not been authorized by the Union, its officers or agents, the University agrees that such violation of this Agreement shall not cause the Union, its officers or agents to be liable for damages provided that the Union complies fully with the following:
 1. The Union's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.

2. Immediately upon receipt of such notice the responsible Union representative shall immediately talk with those Employees responsible for or participating in such violation, stating to them that:
 - a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
 - b. The Union has not authorized the strike, or suspension of work and does not approve or condone it.
 - c. The Union instructs the Employees to immediately return to their respective jobs, and submit any grievances they may have through the Grievance Procedure provided for in the Agreement.

ARTICLE XVII SCOPE OF AGREEMENT

A. Agreement Construction

The article and titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

B. Entire Agreement

This Agreement represents the entire agreement between the Employer, the Union, and EMU's Employees, whom the Union represents. This Agreement supersedes and cancels all previous agreements, oral or written, and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer University and the Union.

C. Saving Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party, the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XVIII DURATION AND AMENDMENT

This Agreement shall continue in full force and effect beginning upon ratification and continuing until, July 1, 2013. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than one-hundred-fifty (150) days 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, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications

in the Agreement no later than one-hundred-twenty (120) days prior to the expiration of the agreement.

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

In witness whereof, the Agreement has been executed by the parties by their duly authorized representatives this [date].

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
FEDERATION OF TEACHERS (EMU-FT)

Donald N. Ritzenheim, Chief Negotiator
Assistant Vice President
Academic Human Resources

Matt Ides, Chief Negotiator
Lecturer
History

Morell Boone
Dean
College of Technology

Mark Wenzel
Lecturer
Philosophy

Mary Linblade
Associate Director
Academic Human Resources

Tom Wagner
Lecturer
Geography

Rick Sambrook
Academic Department Head
Geography & Geology

Russell Jones
Lecturer III
History & Philosophy

Alyssa Picard
Field Representative
AFT Michigan