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**AGREEMENT BY AND BETWEEN  
EASTERN MICHIGAN UNIVERSITY  
AND THE EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS (EMU-FT)**

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**APPENDICES AND MEMORANDA**

**ARTICLE I. AGREEMENT**

1 This Agreement is made and entered into effective \_\_\_\_\_, \_\_\_\_\_,  
by and between Eastern Michigan University (hereinafter “EMU” or  
“University”) and the Eastern Michigan University Federation of Teachers  
(hereinafter “Union”).

**ARTICLE II. GENERAL PURPOSE AND INTENT**

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

**ARTICLE III. DEFINITIONS**

- 3 1. “Employee” means a person in the Bargaining Unit.
- 4 2. Pronouns of masculine and feminine gender include each other.
- 5 3. For the purpose of this Agreement, “Domestic Partnership” shall be defined  
as a relationship of mutual care, support, and commitment in which the  
Employee and his/her domestic partner are: (1) of the same gender; (2) at  
least 18 years of age; (3) not related by blood in a way that would prevent  
them from being legally married if they were not the same gender; (4)  
sharing a common residency; (5) not maintaining any other domestic  
partnership or marriage; and (6) financially responsible for each other’s well  
being. In addition, the domestic partners must provide signed and notarized  
registration as a Domestic Partnership, either publicly or privately, with a  
municipality offering formal registration.
- 6 4. “EMU-AAUP” or “AAUP” refers to the Collective Bargaining Agent for all  
Faculty employed by the University.
- 7 5. “Faculty” or “Faculty Member” refers to a tenured or tenure track Instructor,  
Assistant Professor, Associate Professor or Professor who is represented by  
the Eastern Michigan University Chapter of the American Association of  
University Professors (EMU-AAUP).

- 8        6. “Department Input Documents” are documents particular to each academic department that contain the procedures utilized by Faculty to provide recommendations to the University administration.
- 9        7. “Department Evaluation Documents” are documents developed in accordance with provisions of the EMU-AAUP Faculty contract. Such documents set forth, in part, the procedures, criteria and standards of performance by which Faculty Instructional Effectiveness is evaluated.
- 10       8. “Appointment” means the period in which an Employee has an employment relationship with the University.
- 11       9. “Assignment” means any and all work that an Employee is expected to perform during the period of his/her appointment. A percentage reduction of an assignment results in a commensurate reduction in the Employee’s compensation.
- 12       10. “Workday” means any and every day of the week, Monday through Sunday, in which an Employee is expected to provide services to the University.
- 13       11. “Workweek” means any and every week in which an Employee is expected to provide services to the University.
- 14       12. “Adjunct Lecturer” means all persons employed by the University as a Lecturer on less than a full-time (100%) assignment, or a full-time (100%) assignment for a period of less than one (1) base academic year, and not otherwise included in the bargaining unit as defined in Article IV of this Agreement.
- 15       13. “Overall Evaluation” refers to a comprehensive review of an Employee’s student evaluations, classroom evaluations, and professional development as described in Article XV of this Agreement.
- 16       14. “Base Academic Year” means the eight (8) month period encompassed by the University’s regular Fall and Winter semesters.

**ARTICLE IV. *RECOGNITION***

- 17    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 persons employed by Eastern Michigan University in the classifications of Lecturer I, Lecturer II, or Lecturer III who have received a one (1) or two (2) year full time (100%) base academic year teaching or Library appointment;<sup>1</sup> excluding Adjunct Lecturers, Adjunct Professors, Visiting Professors, KCP Fellows, Doctoral and Post Doctoral Fellows, Visiting Scholars, Visiting Scientists, Exchange Professors, Faculty Members represented by the EMU-AAUP, individuals who hold administrative, professional or technical appointments and also perform teaching or other instructional related tasks, Department Heads, supervisors, and all other individuals employed by the University.

- 18 B. The University 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 Paragraph A above.

<sup>1</sup> An Employee who has initially been given a one (1) or two (2) year teaching or Library appointment with a full-time (100%) teaching assignment shall remain in the Bargaining Unit for the duration of his/her appointment, except as otherwise provided in this Agreement. Further, an individual who is appointed full-time (100%) as an Adjunct Lecturer for an entire Fall or Winter semester and who is then reappointed full-time (100%) in the next succeeding Winter or Fall semester shall enter the Bargaining Unit at the start of such second appointment.

## **ARTICLE V. *MANAGEMENT RIGHTS***

- 19 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 VI. *ACADEMIC FREEDOM AND EQUAL EMPLOYMENT OPPORTUNITY***

- 20 A. The University and the Union affirm the principle of academic freedom in teaching, subject to those limitations provided under applicable state, federal and local law, commonly accepted standards of conduct, and the satisfactory fulfillment of the duties listed herein, and such other policies, rules and regulations adopted by academic departments, colleges, administrative officers or the Board of Regents. Subject to the foregoing, Employees shall 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.

- 21 B. The University 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 shall unlawfully discriminate against Employees on the basis of race, creed, religion, color, national origin, sex, age, disability, height, weight, marital status, sexual orientation, political belief and activities, or for participation in or affiliation with any labor organization.
- 22 C. This Article shall be subject to Steps 1 through 3 of the Grievance Procedure, but is hereby expressly excluded from and may not be appealed to Step 4, Arbitration.

**ARTICLE VII. *UNION RIGHTS***

23 A. Information Furnished to the Union

24 The University shall furnish the following information and data to the Union:

- 25 1. A list of the members of the Bargaining Unit, including each Employee's name, rank, home address and telephone number (if they are available and the University has not been requested to withhold this information from the public), percentage of appointment, salary, home department and last date of hire. A list shall be furnished on or before each of the following dates: Fall Semester by November 15 and Winter Semester by March 15, and the Spring and Summer Terms by September 15 of the same calendar year. (If there are changes in the above information following the referenced dates, the Union shall be notified within thirty (30) days of such change(s).)
- 26 2. The Union shall be informed of additions to the Bargaining Unit within thirty (30) days of the Employee's first date of actual work.
- 27 3. The University will provide copies of Minutes of official meetings of the Board of Regents, as well as published General Fund Operating Budgets (including all midyear revisions), Budget Requests, Program Revision Requests, Resource Plans and the Annual Audited Financial Statements, when such documents have been approved by the Board of Regents for submission to the State Offices.
- 28 4. The University will provide one (1) copy of the Official Section Enrollment Report for each Fall and Winter semester and Spring and Summer term as soon as it is made available to campus offices.

29      5. Pursuant to the provisions of the Michigan Public Employment Relations Act, the University shall provide additional documents specifically requested from time to time by the Union that are necessary to the Union's administration of the Agreement and verification of compliance with said Agreement. Any request for documents shall be accompanied by a brief explanation as to how the information requested is necessary to the administration of the Agreement and/or is necessary to monitor compliance with the Agreement. Any such additional documents that are requested and routinely reproduced for dissemination to the general public without charge shall be provided at no cost to the Union. Additional documents not routinely disseminated shall be provided to the Union at a cost equal to the rate charged for the production of documents under the Michigan Freedom of Information Act.

30    B. Union Use of University 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 University facilities at such times and places as are available with approval of the University, at the rate normally charged to University groups.
2. The Union shall be provided with an office on the University's central campus, subject to availability and normal charges, if any. "Normal" charges are defined as those customarily charged to other University groups. Keys for the office door shall also be provided at prevailing rates. The Union may 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 shall have the right to have three telephone numbers listed in the campus telephone directory.
3. The Union shall have the right to send the Union Newsletter and other Union notices to Employees through the University mail system provided such use of the mail shall not cause an unreasonable load on the system and otherwise complies with such restrictions as the University may establish for its use.

31    C. Released Time

32      The Union shall be granted six (6) credit hours released time in each Fall and Winter semester for academic years 2001-02 and 2002-03. Thereafter, the Union shall be granted five (5) credit hours released time in each Fall semester and four (4) credit hours released time in each Winter semester.

Such released time may be used by such Employee(s) as it so designates for purposes of contract administration. Released time may be taken only during semesters in which the Employee would otherwise be employed by the University. The Union shall provide written notice to the Assistant Vice President for Academic Affairs, with a copy to the Employee(s) home Department Head(s) by at least the May 1 preceding the next Fall semester and the October 1 preceding the next Winter semester in which a released time assignment is to commence. Said notification shall include the name(s) of the Employee(s) to receive the released time and the purpose of the released time. The notification period may be waived by mutual agreement of the parties.

33 D. Selection of Representatives

34 Neither party in any negotiations shall have any control over the selection or number of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals and consider proposals in the course of negotiations.

35 E. Ratification

36 The Agreement shall not be binding until ratified by the Union and approved by the Board of Regents of the University.

37 F. Copies of Agreement

38 Copies of this Agreement shall be printed at the expense of the University. A copy of the Agreement shall be presented to all Employees now or hereafter admitted into the Bargaining Unit. Fifty (50) extra copies shall be provided to the Union. One additional unbound copy shall also be provided to the Union.

**ARTICLE VIII. MEMBERSHIP DUES AND SERVICE FEES**

39 A. Membership Dues and Service Fees

40 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.

41 B. Method of Payment

42 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 Employee, with a copy to the Union, said authorization to be irrevocable except as herein noted. At the beginning of each academic year, there shall be thirty (30) days, from September 15 through October 15, in which an Employee may revoke his/her authorization card. Said authorization card may only be revoked by the Employee providing written notice to the Union within the thirty (30) day time period herein specified. Said notice must be sent to the Union by certified mail.

43 C. Certification of Membership Dues and Service Fees

44 The Union shall submit to the University's Payroll Office written certification of those Employees who have signed payroll deduction authorizations and notification of the amount of earnings, if appropriate, to be deducted semi-monthly for each Employee.

45 D. Payment by Payroll Deduction

46 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 at an address furnished in writing to the Payroll Office by the Union. 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.

47 E. Delivery of Executed Payroll Deduction Authorization Form

48 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 hereunder shall be on file in the University's Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in

effect. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Treasurer of the Union by the University, with a copy to the Employee.

49 F. Limits of Deductions Required To Be Made by the University

50 Deductions shall 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 shall have no responsibility for the collection of membership dues, fees, and special assessments, or 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 him/her to cover the full amount of such deduction.

51 G. Termination of Payroll Deduction

52 Payroll deduction authorizations shall 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 shall be notified by the University of the names of such Employees following the end of the pay period in which the termination occurs.

53 H. Refunds

54 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 Union's Constitution or Bylaws, this Agreement, or applicable state or federal law, refunds to the Employee will be made by the Union.

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

56 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.

57 J. Failure to Comply

58 1. An Employee who fails to tender to the Union either the uniformly required membership dues or service fees as above-provided shall be placed on unpaid leave for two (2) days, with corresponding deductions in his/her academic year base salary, in accordance with the following procedure:

- 59 a. 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.
- 60 b. If the Employee fails to comply with the requirements specified herein, he/she shall be placed on unpaid leave for any two (2) days of the Winter break that University offices are officially open but the Employee is not required to be at work. An Employee's unpaid leave for two (2) days, with a deduction equal to two-fifths (2/5) of a week's salary, shall serve to cancel the entire obligation represented by any and all past, present or future unpaid membership dues and/or service fees for which the Employee is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues and/or service fees were unpaid and the Employee placed on unpaid leave.
- 61 For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately receding the first (1st) day of the following academic year. In no instance shall an Employee be placed on unpaid leave for more than two (2) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.
- 62 2. The unpaid leave of an Employee as hereinabove provided shall not be subject to any other provisions of this Agreement deemed inconsistent herewith.

63 K. Limitation on Grievances

64 Grievances arising from this Article shall be limited to the issues of whether or not the Employee executed the Payroll Deduction Authorization form specified in VIII.B. and/or whether or not the Employee paid the membership dues and/or service fees specified in VIII.A. Any other grievance arising from this Article shall be barred.

65 L. The University Save Harmless

66 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.

## **ARTICLE IX. *GRIEVANCE PROCEDURE***

### 67 A. Definitions

- 68 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.
- 69 2. A “grievant” is the party alleging a grievance and who has been harmed in some manner by the alleged violation.
- 70 3. For purposes of this Article, a “day” is a working day, Monday through Friday. Saturdays, Sundays, all recesses, and days on which the University is officially closed for business are excluded.
- 71 4. 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.

### 72 B. Construction

73 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 the University’s Assistant Vice President for Academic Affairs, the Union’s President, or their respective designees. Any such agreement reached between the Union and the University shall be binding on the Union, the University, and Employees.

### 74 C. Basic Provisions

- 75 1. The Union’s Grievance Officer and the University’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 University'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.

- 76      2. Failure to initiate any grievance within the specified time limits on the part of 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 shall permit the grievance to proceed to the next step.
- 77      3. An Employee who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

78      D. Adjustment of Informal Complaints

79      Any individual Employee or group of Employees may at any time present informal complaints to the University and have said complaints adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

80      E. Grievance Procedure

81      1. Step I—Department Head

82      A Step I grievance shall be filed in writing on the official grievance form by an Employee(s) or the Union. No Step I grievance shall be entertained or processed unless it is submitted within twenty (20) 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 twenty (20) 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.

- 83 The Department Head (or other appropriate administrative representative) shall schedule a meeting with the Union to discuss the grievance with the grievant(s), the Union's representative, and other such person(s) he/she deems appropriate. This meeting shall be completed within fifteen (15) days after the written notice of grievance is filed.
- 84 If no mutually agreeable resolution is reached, the Department Head (or other appropriate administrative representative) must present his/her reasons for denial of the grievance in writing to the grievant(s), with a copy to the Union, the Dean and the Assistant Vice President for Academic Affairs, within ten (10) days following the Step I meeting.
- 85 If a mutually agreeable resolution is reached at this Step, the resolution shall be reduced to writing, signed by the parties, and a copy provided to the Union, the Dean, and the Assistant Vice President for Academic Affairs.
- 86 If, within five (5) days of receipt thereof, the Assistant Vice President for Academic Affairs, or his/her designee, serves the Union with written notice of objection to the Step I resolution on the grounds that the resolution adds to, subtracts from, or modifies the terms of this Agreement, said resolution shall be deemed null and void and the grievance remanded for further review at Step I.
- 87 Within seven (7) days of notice of remand, the parties' Step I representatives and the grievant(s) shall reconvene the Step I meeting in an effort to resolve the grievance. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Article.
- 88 2. Step II—Dean
- 89 If the grievance is not resolved at Step I, the Union may, within ten (10) 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 on the official grievance form, and shall set forth the Union's objections to the Step I response.
- 90 The Dean (or other appropriate administrative representative) shall schedule a meeting with the Union to discuss the grievance with the

grievant(s), the Union's representative, 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) days after the written notice of grievance is filed.

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

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

93 If, within five (5) days of receipt thereof, the Assistant Vice President for Academic Affairs, or his/her designee, serves the Union's Grievance Officer with written notice of objection to the Step II resolution on the grounds that the resolution adds to, subtracts from, or modifies the terms of this Agreement, said resolution shall be deemed null and void and the grievance remanded for further review at Step II.

94 Within seven (7) days of notice of remand, the parties' Step II representatives and the grievant(s) shall reconvene the Step II meeting in an effort to resolve the grievance. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Article.

95 3. Step III—Assistant Vice President for Academic Affairs

96 If the grievance is not resolved at Step II, the Union may, within ten (10) 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 on the official grievance form, and shall set forth the Union's objections to the Step II response.

97 The Assistant Vice President for Academic Affairs or his/her designee shall 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) days after the grievance is appealed to Step III as above provided.

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

99 If no mutually agreeable resolution is reached, the Assistant Vice President for Academic Affairs or his/her designee must present his/her reasons for denial of the grievance in writing 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) days following the Step III meeting.

100 4. Step IV—Arbitration

101 If the grievance is not resolved at Step III, the Union may submit the grievance to final and binding arbitration. Within ten (10) 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) days of the Step III response, the grievance shall be barred.

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

103 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.

104 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 University 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 X. *STRIKES***

- 105 A. The Union agrees that during the term of this Agreement there shall be no strike, stoppage of work or slowdown.
  
- 106 B. In the case of any strike or other suspension of work by 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:
  - 107 1. The Union's obligation to take action shall commence immediately upon receipt of notice from the University that a violation has occurred.
  - 108 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:
    - 109 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
    - 110 b. The Union has not authorized the strike or suspension of work and does not approve or condone it.
    - 111 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 XI. *APPOINTMENTS AND REAPPOINTMENTS***

- 112 A. Nature of the Employment Relationship
  
- 113 The parties understand and agree that Employees are a part of a larger community providing instruction and library service that enhances the total learning

environment. Subject to the provisions herein, Employees shall not have priority for library or teaching assignments over others in the employ of the University.

114 B. Term Appointments

- 115 1. Employees shall be provided one (1) year term appointments, from September 1 to August 31, until they have completed three (3) consecutive years of full-time (100%) employment at the University, or until the beginning of the Fall, 2003 semester, whichever is later. Employees shall be provided notice of their reappointment on or before April 30.<sup>2</sup>

<sup>2</sup> If an Employee has not received notice of reappointment on or before April 30, his/her appointment shall expire the following August 31. This provision shall not prohibit the University from reappointing the Employee after April 30 should the University so desire.

- 116 2. Commencing with the Fall 2003 semester, and following the successful completion of three (3) consecutive years of full-time (100%) employment at the University, Employees will be provided two (2) year term appointments, from September 1 of the first year until August 31 of the second year of the appointment, but in no event shall any such individual appointment extend beyond the expiration of this Agreement or any extension thereof. Employees who are given a two (2) year term appointment shall be provided notice of reappointment on or before December 31 of the second year of their appointment.<sup>3</sup>

<sup>3</sup> If an Employee has not received notice of reappointment on or before December 31, his/her appointment shall expire the following August 31. This provision shall not prohibit the University from reappointing the Employee after December 31 should the University so desire.

- 117 3. During each year of their appointment, Employees shall receive teaching assignments during the eight (8) month base academic year (Fall and Winter semesters). Assignments beyond the base academic year (e.g. Spring and/or Summer term teaching assignments, Continuing Education assignments, etc.) shall be at the sole discretion of the University. Such additional work assignments shall not be subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.
- 118 4. Full-time Employees whose principle responsibility is teaching or professional library service shall be appointed to the rank of Lecturer I, Lecturer II, or Lecturer III, as determined by their academic credentials. Thereafter, Employees shall be subject to evaluation and eligible for promotion in accordance with the provisions of Article XV.

- 119 5. Individuals who are initially appointed and commence work at the University after October 15 of a Fall term shall be employed only for such period as is set forth in their appointment letters, which shall in no event exceed the following August 31. Individuals so appointed shall not be deemed Employees, and thus shall not be covered by the provisions of this Agreement until such time as they may be appointed to a one (1) year full-time (100%) term appointment from September 1 through August 31.

120 C. Conditions of Employment

- 121 Any terms and conditions in an Employee's letter of appointment beyond those provided by this Agreement shall be approved by the Provost and Vice President for Academic Affairs or his/her designee and a copy provided to the Union. Any extension(s) or modification(s) of any appointment(s) that include terms and conditions of employment beyond those provided by this Agreement, and/or any special understandings, shall also be stated in writing by the Provost or his/her designee, and a copy provided to the Employee and the Union. Such terms and conditions and/or special understandings shall be deemed to automatically carry forward to any subsequent term appointment(s) unless expressly excluded in said subsequent term appointment(s).

122 D. Modification of Assignments

- 123 The parties recognize and agree that there are numerous factors that make it impossible for the University to conclusively establish a full-time load for Employees in advance of the beginning of classes. By way of illustration, but not by way of limitation, low student enrollments may require the cancellation of a class or classes within a department, which may result in moving a full-time Employee to part-time employment; likewise, the early return from leave of a Faculty Member for whom an Employee was hired as a replacement could result in the loss of employment for the Employee.
- 124 Understanding that such possibilities exist, and at the same time attempting to provide early notification to Employees, the parties understand and agree that any Employee's assignment may be changed or cancelled, in whole or in part, by the University at any time. In those circumstances in which the University changes or cancels, in whole or in part, an Employee's assignment, the University agrees to make reasonable adjustments in order to permit Employees to be retained over Adjunct Lecturers and other Employees, as provided in Article XI(E) below.

125 E. Priority for Retention

- 126 If an Employee's assignment is reduced to not less than 60% of a full-time load, the University may, but shall not be required to, reassign other courses to the Employee as provided in paragraphs E(1) and E(2) below.
- 127 If an Employee's assignment is reduced to less than 60% of a full-time load, the University shall make reasonable efforts to restore the Employee to at least a 60% assignment, utilizing the procedures set forth below.
- 128 1. Where practical (i.e., in the judgment of the Department Head it is appropriate),<sup>4</sup> the course(s) assigned to Adjunct Lecturers within the Employee's home department (excluding courses offered through Continuing Education) shall be reassigned from the Adjunct Lecturer to the Employee, provided:
- 129 a. The Employee holds an equal or higher level academic degree than the academic degree held by the Adjunct Lecturer(s) from whom the course or courses are to be reassigned.
- 130 b. The Employee is qualified (as determined by the Department Head)<sup>4</sup> to teach the course(s) that could be transferred to his/her load.
- <sup>4</sup>The Department Head's judgment shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.
- 131 c. The Employee has taught the course(s) more times than the Adjunct Lecturer(s) from whom courses are to be reassigned.
- 132 d. The assignment and transfer of the course(s) can be completed prior to the first day of classes.
- 133 2. If the provisions of 1 above are insufficient to restore the Employee's assignment to at least 60% of a full-time load, the course(s) (excluding courses offered through Continuing Education) assigned to other Employees in the Employee's home department with fewer years of service to the University shall, where practical (i.e., in the judgment of the Department Head it is appropriate),<sup>5</sup> be reassigned to the Employee provided:
- 134 a. The Employee holds an equal or higher rank than the rank held by the Employee from whom the course(s) are to be reassigned.

- 135            b. The Employee is qualified (as determined by the Department Head)<sup>5</sup> to teach the course(s) that could be transferred to his/her load.

<sup>5</sup>The Department Head's judgment shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.

- 136            c. The Employee has taught the course(s) more times than the Employee from whom courses are to be reassigned.

- 137            d. The assignment and transfer of the course(s) can be completed prior to the first day of classes.

138            Notwithstanding the foregoing, the parties expressly agree that the University may, at its discretion, waive any of the requirements of (a)-(d) set forth in paragraphs 1 and 2 above. The determination to waive or not waive any such conditions shall be vested solely in the University and shall not be subject to dispute or right of review under the provisions of the Grievance and Arbitration procedures of this Agreement.

139            Employees whose assignments are reduced below 60% and cannot be immediately restored shall be placed on a restoration list in their respective home departments for the duration of their appointment or the expiration of this Agreement, or extensions thereof, whichever is sooner. Employees shall be notified in writing of their placement on the restoration list. A copy of said notice shall be concurrently served on the Union. While on the restoration list, such Employees shall be offered assignments in their home department in years of service order (longest service first), provided:

- 140            a. The assignment can be made prior to the beginning of classes.

- 141            b. The person is qualified (as determined by the Department Head)<sup>6</sup> to teach all courses constituting the load he or she would be assigned.

<sup>6</sup>The Department Head's judgment shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.

- 142            c. On or before sixty (60) days preceding the commencement of each Fall and Winter semester in which a person is eligible for restoration, or within one (1) week of an Employee's placement on the restoration list, whichever is later, he/she provides written notice, sent certified mail to the Office of the Assistant Vice President for Academic Affairs, with a copy hand delivered or mailed first-class to the Department Head of the individual's home department, of his/her availability to teach.

- 143 d. If such notice is not received prior to each Fall and Winter semester as above provided, the person shall be removed from the restoration list and shall forfeit his/her right to restoration.
- 144 3. There will be no accumulation of credited service time for any purpose during periods an individual is inactive or otherwise outside the Bargaining Unit. When an individual is restored under the provisions provided herein, he/she shall receive the same base compensation (adjusted for his/her workload) and benefits he/she enjoyed at the time he/she was placed on the restoration list.
- 145 4. The priority for retention provisions herein shall have no effect on the teaching loads of Graduate Teaching Assistants, Doctoral and Post Doctoral Fellows, Visiting Professors, Exchange Professors, Visiting Scholars, Faculty Members represented by the AAUP, individuals holding administrative or joint appointments or individuals whose appointments otherwise require teaching or other instructional related tasks, Department Heads, supervisors and all other individuals outside the bargaining unit (excluding Adjunct Lecturers), who shall have priority for retention over all members of the Bargaining Unit.

146 F. Course Schedules and Teaching Assignments

- 147 The University shall have sole discretion in the development of course schedules, on and off campus, in all academic terms (e.g., Fall and Winter semesters, Spring and Summer terms, Short Term Workshops, etc.), and in all academic departments and Continuing Education. Decisions to offer or delete courses because of anticipated or actual enrollment changes, the reallocation of personnel, equipment, space and/or operating budgets, or shifting philosophies regarding the priority of one course of study over another are but a few of the reasons that the University, if it elects to revise its course offerings, may adversely affect the teaching schedules of Employees.
- 148 In addition, the University shall have sole discretion to determine the teaching assignment of each Employee including, but not limited to, the courses to be taught, and the day(s), time(s) and location(s) of such courses. In any event, such decisions by the University shall be recognized as decisions that fall within the University's right to manage and shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.

149 G. Graduate Teaching Assignments

- 150 Although Faculty normally teach graduate courses, Employees may be assigned to such courses in exceptional circumstances. Employees teaching graduate courses must meet the same criteria used for the selection and periodic review of Faculty who teach in graduate programs. The home department develops the criteria for graduate teaching assignments with the approval of the College Dean and Graduate Dean.
- 151 Employees will be reviewed based on the departmental criteria for teaching graduate courses.
- 152 No later than May 15 of each academic year, each College Dean shall forward a list of full-time Employees who teach in graduate programs to the Graduate Dean.

153 H. Termination

- 154 All Employees are employed at the will of the University. Any Employee may be terminated without cause in mid-appointment, in which case the University shall pay the Employee an amount equal to 135% of the unpaid wages for the remainder of his/her appointment.
- 155 Any Employee may, in the discretion of the University, be terminated for cause in mid-appointment, in which case the Employee's appointment shall be cancelled without payment to the Employee for lost wages or fringe benefits or other liability to the University. By way of illustration, but not by way of limitation, "cause" shall be: a) serious professional misconduct; b) the failure to perform his/her 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); c) the inability of an Employee, owing to medical reasons or otherwise, to complete his or her contractual responsibilities in a manner acceptable to the University; d) the expiration of an Employee's appointment; e) threatening, or, without legal justification, intentionally causing injury to any person in the workplace; f) intentionally causing damage to property of the University or the property of any individual on University grounds or in University buildings; g) intentionally interrupting the normal daily teaching, research or administrative operation of the University or directly inciting others to engage in such actions; h) deliberately blocking the entrance or exit of any individual to or from University facilities or property for any reason not sanctioned by the University; i) engaging in any illegal activity reflecting negatively on the University; j) acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or

local law; k) failure to receive a Distinctively Above Average rating in any overall evaluation of performance.

156 I. Resignations

157 In the interest of providing the University with adequate time to secure replacements, Employees are expected to give the maximum possible notice of impending resignation. Notice of resignation shall be submitted in writing to the Department Head or supervisor at least sixty (60) days prior to any semester in which the Employee is scheduled to teach, if at all possible, or, in the alternative, at the earliest point that an Employee becomes aware of his/her unavailability to teach. Any resignation shall specify the date on which the resignation is to take effect.

**ARTICLE XII. OUTSIDE EMPLOYMENT**

158 An Employee may accept outside supplemental employment as long as it does not interfere with the full and proper performance of his or her duties. Should the Department Head or Supervisor determine that the supplemental employment interferes with the Employee's duties, the Employee may be requested to modify such supplemental employment as a condition of the Employee's continued employment with the University.

**ARTICLE XIII. PROFESSIONAL RESPONSIBILITY**

159 A. Professional Responsibilities

160 The primary professional responsibility of Employees is teaching, professional library service or supervising student teachers. It is recognized that an Employee's professional responsibility entails a number of particular obligations which Employees are expected to fulfill, including, but not limited to, such obligations as developing and maintaining their professional skills (e.g. professional development) in order to ensure a high quality education for their students, meeting assigned classes, assigning and submitting grades in accordance with established University schedules, providing enrollment data and such other information as corrected class lists, etc., as may be required by the University. Further, Employees shall have the professional responsibility of keeping posted office hours which are scheduled at times most beneficial to students and reporting all absences from regularly scheduled duties to their Department Head, (e.g. arriving late or missing scheduled teaching assignments, etc.).

- 161 Syllabi will be prepared in accordance with University requirements. Preceding the commencement of a class, Employees are required to provide the Department Head with a copy of the syllabus to be used in each course they are scheduled to teach and, thereafter, any subsequent updates of syllabi. Employees will be required to provide other course materials (e.g., course packs, examples of student work, student portfolios, grade books, tests, test results, classroom handouts, etc.) to the Department Head when requested.
- 162 All Employees are encouraged to be active members of the University community and participate in service-related activities to the extent that they are permissible under the Department Input Document applicable to Faculty in the department(s) to which an Employee is assigned, and University policy.
- 163 B. Workload
- 164 It is recognized that a full-time teaching or library position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Employee, a fifteen (15) credit hour load is the full-time (100%) norm<sup>7</sup> for the Fall and Winter semesters.<sup>8</sup>

<sup>7</sup> It is agreed that the fifteen (15) credit hour load may be adjusted in accordance with any accreditation standards adopted by the University. The parties further agree that it is anticipated that owing to the credit hours assigned some courses, Employees' schedules may require assigning them a load greater than fifteen (15) credit hours in one semester and off-setting that assignment with a commensurately lower teaching load in the other semester. Pro-rata adjustments shall be made in an Employee's base compensation to reflect the variances both above and below the standard fifteen (15) hour load. (Independent studies and related courses shall not be eligible for overload compensation.) It is further understood that such balancing of loads must occur within a single academic year (i.e. Fall and Winter semester).

<sup>8</sup> Spring and Summer teaching assignments are made at the sole discretion of the University and are not subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.

- 165 The full-time (100%) norm for Employees in the Library shall be thirty-seven and one-half (37 1/2) scheduled hours per week.
- 166 All Employees shall be assigned a home department by the University, which normally shall be the department in which the Employee teaches all or a majority of his/her classes. Only work performed in the home department shall count toward load, except as provided below.
- 167 Employees may teach Continuing Education courses on an overload basis, if such courses become available. When assigning Continuing Education courses, the Faculty in each department/program will be given the first opportunity to

teach Continuing Education courses. If there is not a qualified Faculty volunteer, the Department Head may assign a qualified Employee to the course. In some instances, an Employee's load may be comprised of classes in his/her home department and classes in a different department and/or Continuing Education. In such cases, said load shall require the advance written approval of the heads of all affected units and the Office of the Assistant Vice President for Academic Affairs. If such advance written notice is not obtained, the additional assignments shall not count toward the Employee's load.

168 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.

169 C. Equivalency Credit

170 When schedules are assigned, the University shall determine the factors, if any, for which equivalency credit towards meeting the fifteen (15) credit hour norm in the Fall and Winter terms may be given. Such determinations by the University shall be recognized as decisions that fall within the University's right to manage and shall not be subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.

171 D. Office Hours

172 Employees shall post and hold ten (10) office hours per week for student consultation. Office hours must be scheduled at times most beneficial to students and must be approved by the Department Head.

**ARTICLE XIV. INPUT**

173 Each academic department, including Learning Resources and Technologies, has a Department Input Document providing for input of Faculty. To the extent that those department Faculty procedures permit (or are subsequently amended to permit), Employee participation on curriculum and instruction committees shall be allowed.

174 To the extent that Employee access to full Faculty meetings is provided by currently agreed upon (or subsequently amended,) Faculty input procedures, Employees shall be permitted to attend such meetings and provide recommendations on curricular matters, insofar as their conduct conforms to established

rules and regulations governing the conduct of such meetings.

- 175 Further, if the department Faculty procedures do not permit Employee participation, Employees will be given an opportunity to confer periodically with the Department Head on curriculum and instruction issues.

## **ARTICLE XV. EVALUATION AND PROMOTION**

- 176 All Employees shall be subject to evaluation by the University. The evaluation of Employee performance includes student evaluations, classroom evaluation, and the assessment of an Employee's professional development. Where applicable, Employees shall be evaluated in accordance with the criteria, standards, and forms for the assessment of Instructional Effectiveness as set forth in the Department Evaluation Document of their home departments.<sup>9</sup>

<sup>9</sup> Student and Classroom evaluations do not apply to supervisors of student teachers and Employees assigned to the Library. In the case of Library employees, professional performance shall be the equivalent of instructional effectiveness.

### 177 A. Evaluation

- 178 Student evaluations shall be conducted in accordance with University policy and shall include the two core items on all classroom evaluations and no less than an additional six (6) questions appropriate to the course format, which are applicable to Faculty in the department in which an Employee teaches. Student evaluations are conducted in each Fall and Winter academic term.

- 179 Classroom evaluations are normally conducted in each year of employment by Faculty in the department and/or the Department Head.

- 180 An Employee's professional development shall be subject to evaluation as part of an overall evaluation of the Employee. An overall evaluation of the Employee shall be conducted every three (3) years and/or when an Employee is eligible and applies for promotion to a higher rank, and at such other times as the Department Head may deem appropriate.

- 181 Employees contemplating filing an application for advancement to a higher rank shall inform their Department Head by September 15 of the year they are eligible for promotion, of their intent to apply for same. In addition, by no later than September 30 of any year in which an Employee seeks advancement or is scheduled for evaluation as herein provided, or within thirty (30) days of the Department Head's request for a previously unscheduled evaluation, the

Employee shall submit a narrative statement to the Department Head detailing his/her professional development and explaining modifications in his/her teaching or professional performance that have been introduced to improve his/her instructional effectiveness or library service. For purposes of determining an Employee's eligibility for promotion, only work completed since the last evaluation, or the date of the Employee's first term appointment, whichever is later, shall be evaluated. This limitation shall not apply to graduate level coursework that an Employee may have accumulated over a longer period of time in order to meet academic criteria minima.

- 182 When an Employee is subject to an overall evaluation, it is his/her responsibility to explain (and where appropriate, document) in clear and explicit terms, his or her accomplishments in the classroom or library, highlighting improvements in his/her instructional activities or professional performance. The Employee must detail with reasonable particularity, the extent of his/her professional development during the period that is being evaluated, and must explain how, and to what extent, he/she has evaluated and modified his/her instructional methodology or professional performance to increase the quality of his/her classroom instruction or library service.<sup>10</sup>

<sup>10</sup> All Employees shall have the responsibility to engage in pursuits that enable them to expand their knowledge base and remain current in their respective disciplines. Such activities include, but are not limited to, advanced course work taken in pursuit of a higher academic degree in the Employee's discipline or area of specialization. Participation in any such activity, however, is not considered evidence of professional development; rather, it is how the Employee applies the knowledge gained to his/her classroom instruction or professional performance that shall be assessed by the department.

- 183 No activity shall count towards fulfilling the evaluation criteria unless it is thoroughly explained and qualitative documentation is provided. Examples of such documentation shall include, but are not limited to, examples of syllabi, classroom handouts, tests, or a portfolio of student achievements, etc. The fact that an Employee may cite an activity does not mean that it will count toward fulfilling the evaluation criterion. It is required that the Employee explain how his/her activities have been utilized to strengthen his/her teaching or professional performance, making specific reference to the professional development activities and their significance to the Employee's delivery of instruction or library service.
- 184 The Department Head shall reduce his/her evaluation of an Employee to writing, explaining with reasonable specificity, the evaluation efforts that were conducted, their individual results, and the qualitative basis for the overall rating assigned the Employee.

- 185 The Department Head's evaluation and recommendation for promotion and the Employee's narrative in support of his/her performance shall be forwarded to the Office of the Assistant Vice President for Academic Affairs for inclusion in the official personnel file. The Department Head shall place copies of all materials pertaining to the evaluation of an Employee in his/her departmental personnel file, including, but not limited to statements/narratives submitted by the Employee, and the results of student, and Faculty and/or Department Head evaluations of teaching or professional performance.
- 186 Department Heads shall be responsible for retaining all original copies of approved student evaluation forms and Faculty and administrative classroom observations for the period of time that they are applicable to future evaluations of the Employee.
- 187 B. Promotion
- 188 There are three (3) ranks to which Employees may be appointed or advanced: Lecturer I, Lecturer II and Lecturer III. The minimum requirements for appointments or advancement to each Lecturer rank are set forth below.
- 189 **Lecturer I:** Masters degree, or a Bachelor's degree plus thirty (30) graduate credit hours in a discipline directly related to the Employee's teaching assignment, or equivalent, as determined by the Department Head.
- 190 During the third (3<sup>rd</sup>) year, the Employee shall undergo an overall evaluation. If the Employee receives an overall rating of Distinctively Above Average after three (3) years of service with the University and has the required academic credentials, he/she shall be promoted to the rank of Lecturer II.
- 191 If the Employee receives a Distinctively Above Average overall rating, but does not possess the required academic credentials necessary for promotion, he/she shall not be promoted above the Lecturer I rank, but shall thereafter be eligible for consideration for two-year term appointments.
- 192 **Lecturer II:** Masters degree plus 30 hours toward a terminal degree, or official documentation of All But Dissertation status (ABD),<sup>11</sup> a minimum of three

(3) years as a Lecturer I; and Distinctly Above Average overall rating in the year immediately preceding the year of the promotion.

<sup>11</sup> In those instances where the Employee receives exceptional student evaluation ratings, exceptional classroom visitation ratings, and provides evidence of an exceptional application of his/her professional development to enhance his/her classroom instruction, the University may waive the academic requirements for promotion to Lecturer II, subject to the recommendation of the Department Head, concurrence of the Dean, and approval of the Provost's Office.

193 **Lecturer III:** A terminal degree (earned doctorate or terminal degree that is recognized as equivalent to the doctorate in the applicable Department Evaluation Document), four (4) years as a Lecturer II, and an overall rating of Distinctly Above Average.

## **ARTICLE XVI. COMPENSATION**

### 194 A. Salary Period

195 All salaries of Employees shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1<sup>st</sup>) day of the 2000 Fall Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

### 196 B. Minimum Salary

197 During the term of this Agreement, Employees teaching a full-time (100%) load during the Fall and Winter semesters shall be paid a salary of not less than \$25,000 for such assignment. The salary for Employees whose assignments are reduced to less than 100% of a full-time load shall be prorated.

### 198 C. 2001-02 Salary Adjustment

199 For academic year 2001-02, each returning Employee appointed effective September 1, 2000, shall be provided a four percent (4%) increase in his/her academic year base salary, or a \$1,500 increase in his/her academic year base salary, or the salary indicated under the following Minimum Salary Table, whichever results in the highest increase. For purposes of the Minimum Salary Table, "Complete Years of Service" shall refer to the number of years in which an Employee was actively employed by the University and worked as a Lecturer during both the Fall and Winter semesters of each academic year between the date of the Employee's first hire by the University and September 30, 2000.

200

Minimum Salary Table<sup>12</sup>

<u>Complete Years Of Service as of 9/30/00</u>	<u>Base Salary</u>
0	\$25,000
1	\$25,250
2	\$25,500
3	\$26,000
4	\$26,500
5	\$27,000
6	\$27,500
7	\$28,000
8	\$28,500
9	\$29,000
10	\$29,500
11	\$30,000
12	\$30,500

<sup>12</sup> The Minimum Salary Table above shall be used for the sole purpose of determining the 2001-02 salary adjustment for Employees who had been in the University's employ since September 1, 2000. The Minimum Salary Table shall not be used to determine the salaries of Employees in any subsequent year, or for any other purpose.

201 D. 2002-03 Salary Adjustment

202 For academic year 2002-03, each Employee appointed effective September 1, 2001, shall receive a four percent (4%) increase in his/her academic year base salary, effective September 1, 2002.

203 E. 2003-04 Salary Adjustment

204 For academic year 2003-04, each Employee appointed effective September 1, 2002, shall receive a four and one-quarter percent (4.25%) increase in his/her academic year base salary, effective September 1, 2003.

205 F. 2004-05 Salary Adjustment

206 For academic year 2004-05, each Employee appointed effective September 1, 2003, shall receive a five percent (5%) increase in his/her academic year base salary, effective September 1, 2004.

207 G. Supplemental Salary Adjustments

- 208 In addition to the increases provided herein, the University retains the right to further increase or supplement the salary of any Employee. The University's granting or failure to grant any additional salary increase (as either a base or non-base adjustment) or supplement to the salary of any Employee shall not be construed to be a violation of the Agreement and is not subject to dispute or right of review through the Grievance and Arbitration procedures of this Agreement.
- 209 The University shall notify the Union within thirty (30) days of any additional salary increases approved pursuant to this provision.

210 H. Employee Pay Options

- 211 1. Except as limited herein, Employees have the option of receiving their base academic year salary under the following pay plans. When they have chosen the option they wish to exercise, the option will remain in full force and effect for the duration of the period covered by the option selected. If an Employee wishes to change his/her pay plan for the following academic year, he/she may do so by submitting a pay plan election form to the University's Payroll Office, on forms available in Payroll, by no later than August 1<sup>st</sup> of any given year. Changes shall not be permitted after August 1.
- 212 Option 1 - Total base academic year salary to be paid over an eight (8) month period in sixteen (16) consecutive semi-monthly payments commencing on September 15 of the academic year.
- 213 Option 2 - Total base academic year salary to be paid over a twelve (12) month period in twenty-four (24) consecutive semi-monthly payments commencing on September 15 of the academic year.
- 214 2. Semi-monthly pay dates will fall on the last workday that the University is officially open for business on or before the 15<sup>th</sup> of each month, and on the last workday that the University is officially open for business on or before the last calendar day of each month.
- 215 Employees who fail to advise the Payroll Office of their election as herein provided shall continue to be compensated in accordance with the pay plan under which they were compensated during the preceding academic year. Newly-hired Employees who fail to make an election shall be compensated in accordance with Option 1.

216 3. Employees who receive annualized appointments may elect to have their  
base salary paid over twenty-four (24) pays in accordance with Option 2;  
however, payments of the annualized component (i.e. 33%) provided in  
I.2. below for work during the Spring and Summer terms shall be paid pro-  
rata during the regular scheduled payroll periods covering the Spring and  
Summer terms.

217 I. The Base Academic Year

218 1. The base academic year shall consist of two (2) semesters for a total of  
thirty-two (32) weeks during the University's regular Fall and Winter  
semesters. Further, Employees will make themselves available for department  
and/or college meetings and/or other activities as directed by their Department  
Head, the week prior to the beginning of each semester, except in those  
cases where Employees are not required to be on campus as specified in  
Article XIII.B.

219 2. When necessary and appropriate for an Employee to teach or perform  
library service on a continuing basis (year round), the Employee's salary  
shall be determined at one hundred and thirty-three percent (133%) of  
base academic year salary and the assignment shall be considered as a  
twelve (12) month assignment.

220 J. Salaries for Spring, Summer, Pre and Post Sessions, and On-Campus Workshops

221 1. No Employee shall be required to accept a Spring or Summer appointment.  
Compensation for Spring and Summer terms shall be determined by the  
University, but in no event shall be less than \$800 per credit hour.

222 2. Compensation for short-term workshops for which semester hour credits  
are granted and which are offered by an academic department and not  
through Continuing Education shall be in the amount of three percent  
(3%) of the Employee's base salary per week (i.e., seven (7) calendar days).

223 An additional one percent (1%) of base salary per week may be offered to  
Employees who supervise workshops which require a twenty-four (24)  
hour commitment each day.

224 K. Salary Adjustment for Promotion

225 An Employee who is promoted on or after September 1, 2002, shall have his/  
her base academic year salary adjusted as listed below. All promotions and

promotional salary adjustments shall be effective on the September 1 next following the date of the Employee's application for promotion. Said adjustments shall be applied to the Employee's base academic year salary after the adjustment provided in D, E, or F above, whichever is applicable.

226	<u><i>Type of Promotion</i></u>	<u><i>Base Academic Year Salary Adjustment</i></u>
	Lecturer I to Lecturer II	\$1,250
	Lecturer II to Lecturer III	\$1,250

227 An Employee who is appointed at the Lecturer II rank shall be paid an entry level salary that takes into account the \$1,250 he or she would have received, had the Employee been promoted to Lecturer II. Accordingly, such Employee, if promoted to Lecturer III, shall receive one \$1,250 promotional adjustment and shall be deemed to have received a total of \$2,500 for attainment of a terminal degree by virtue of the additional \$1,250 that was included in his or her entry level salary.

228 For the determination of base academic year salary increases, the promotion adjustments provided above will be added to the Employee's base academic year salary after all other increases provided pursuant to this Agreement are applied to the Employee's base academic year salary for that year.

228 L. Salaries for Teaching Continuing Education Courses

- 230 1. An Employee's regular base academic year salary shall not be affected in those instances where a Continuing Education course is assigned as part of the Employee's fifteen (15) credit hour load.
- 231 2. No Employee shall be required to take a Continuing Education assignment on an overload basis.
- 232 3. Except as provided below, the minimum salaries for teaching courses offered through Continuing Education on an overload basis shall be \$800 per credit hour. Employees may be paid at rates below \$800 per credit hour for teaching off-campus courses offered through Continuing Education, which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Employee prior to his/her accepting and

undertaking the teaching assignment. Copies of all letters to Employees in confirmation of a Continuing Education appointment shall be sent to the Union Office.

- 233 4. Reimbursement for use of personal cars will be made at the current IRS rates at the time of travel.

234 M. Substitution and Overload Pay

- 235 1. An Employee who agrees to substitute for another absent employee whose temporary disability leave is being debited shall be compensated as provided below:

- 236 a. For each course taught, the Employee shall be compensated after the first one hour of substitution at the rate of \$46.00 per credit hour class met or per two (2) lab contact hours met.

- 237 b. In those limited instances where it is apparent that an Employee's period of absence due to illness or injury will be of extended duration, the Dean may authorize the Department Head to engage the services of an Employee and compensate him/her at the foregoing rates commencing with the first hour of substitution.

- 238 2. An employee who accepts a teaching assignment for a full semester that is in excess of the fifteen (15) credit hour norm shall receive no less than \$800 for each additional credit hour taught.

239 N. Sponsored Grants and Contracts

- 240 When a full-time Employee is appointed to a sponsored grant project concurrent with a full-time assignment, additional compensation is not allowed. Released time, travel expenses, and other prerequisites may be allowed, subject to administrative approval, and subject to funding provided by the grant.

**ARTICLE XVII. LEAVES OF ABSENCE**

241 A. Temporary Disability Paid Leave Days

- 242 1. Non-Accumulated Temporary Disability Paid Leave Days

- 243 Each Employee on a full-time (100%) academic year appointment shall be

granted six (6) temporary disability paid leave days per calendar year (i.e. January 1 – December 31). In recognition of their differential assignment, each Library Employee shall be granted one additional temporary disability paid leave day if they are assigned to work half time in both the Spring and Summer terms, or full-time in either or both the Spring or Summer terms. For purposes of clarification, no more than one (1) additional temporary disability paid leave day will be granted an Employee, irrespective of whether he/she is assigned full-time Spring and Summer work, or one-half (1/2) time Spring and one-half (1/2) time Summer work. Further, no pro-rata assignment of temporary disability paid leave days will be provided Employees who work one-half (1/2) time in only one (1) Spring or Summer term. Temporary disability paid leave days shall be credited to each Employee on a prorated basis at the time of initial appointment and on January 1 thereafter.

244 Employees on less than a full-time academic year appointment shall receive prorated temporary disability paid leave days according to the percentage and the duration of their appointment. Unused temporary disability paid leave days do not accumulate from year to year.

245 2. Use of Temporary Disability Paid Leave Days

246 a. Temporary disability paid leave may be used on any day on which an Employee is scheduled to work.

247 b. All absences due to illness or injury will be debited against the Employee's temporary disability paid leave credit, regardless of whether or not a substitute is provided. An Employee will be considered absent if he/she fails to appear for his/her regularly scheduled duties because of illness or injury, and his/her temporary disability paid leave credit will be debited.

248 c. If an Employee is disabled and absent from work because of a compensable accident or injury (i.e. one covered by Workers' Compensation), he/she may elect to utilize his/her temporary disability paid leave entitlements to cover the monetary difference between his/her full-time salary as of the date of accident or injury, and compensation benefits applicable to the period of disability. The number of hours debited against the Employee's temporary disability paid leave entitlements shall be limited to that number necessary to cover the above difference, or that amount to which the Employee is then entitled, whichever is less.

- 249 d. For any absence which is chargeable to temporary disability paid leave benefits, the Employee may be required to file 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 absence will be considered as lost time and the Employee's pay will be reduced as provided for in F below.
- 250 e. Temporary disability paid leave days as provided in Sections A.1. and A.2. above, may be utilized by an Employee for illness or injury of a member of his/her immediate family, subject to the following limitations:
- 251 (1) Such use shall be limited to three (3) days for any particular incident of illness or injury to a maximum of six (6) days in any calendar year.
- 252 (2) "Immediate family" for the purpose of this provision shall be defined as: spouse, domestic partner, biological parent or an individual who stood in loco parentis to an Employee when the Employee was a child, or a biological, adopted or foster child, a stepchild, a legal ward, or a child of an Employee standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability. 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.
- 253 (3) Where practical, requests for the above shall be made in advance to the Department Head.
- 254 f. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of these provisions.
- 255 g. The University shall make available to each Employee on a monthly basis, a record of his/her accumulated temporary disability paid leave. This information is available in departmental offices.
- 256 h. Temporary disability paid leave days shall be debited in one (1) day increments, except in such cases where the Employee was able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the Department Head determines the professional services rendered by the Employee to be equivalent to one-half (1/2) day's work and so approves the debiting of the Employee's temporary disability paid leave on that basis.

257 B. Family and Medical Leave Act (FMLA)

- 258 1. 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 FMLA, or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:
- 259 a. For a birth of a child of the Employee and to care for such child.
- 260 b. For the placement of a child with the Employee for adoption or foster care.
- 261 c. To care for a spouse, domestic partner, child, or parent of the Employee if the former has a serious health condition, or
- 262 d. Because of a serious health condition of the Employee which renders him/her unable to perform the functions of his/her position.
- 263 2. The taking of a FMLA leave shall 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.
- 264 3. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by the University to the position of employment held by the Employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 265 4. During the period of FMLA leave, the University shall maintain coverage under any group health or dental plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the Employee had continued in employment for the duration of the leave. The University 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 B.1.c. or B.1.d. above, or other circumstances beyond the Employee's control. In this situation, the University may require certification of inability to return to work as specified and allowed by the FMLA.

- 266 5. 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.)
- 267 6. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, 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 his/her child or spouse who is suffering from a serious health condition.
- 268 7. 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 his/her 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.
- 269 8. An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, domestic partner, 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 University 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.

- 270 9. 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.
- 271 10. 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, domestic partner, child or parent who has a serious health condition, the Employee may be required to file with the University, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by the University. Similarly, as a condition of restoring an Employee whose FMLA leave was occasioned by the Employee's own serious health condition, the University 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.
- 272 11. In any case in which the University 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 University may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 273 12. 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 University 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 University may require the Employee to transfer temporarily to an available alternative position offered by the University 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.
- 274 13. The provisions of paragraphs B.1-B.12 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.

275 C. Bereavement Leave

276 An Employee shall be allowed three (3) consecutive calendar days without loss of pay or benefits, to attend the funeral of a member of his/her 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, domestic partner, 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.

277 In those limited instances where extenuating circumstances associated with the death of a member of 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 shall not be unreasonably denied by the University.

278 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.

279 D. Jury Duty

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

281 E. Military Leave

282 1. 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.

283 2. An Employee who is ordered to active duty during an academic period in which he/she 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 University salary, the University 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.

284 F. Leave Conditions

285 1. Approval of Leaves

286 To the extent permitted by applicable state and federal law, all leaves require advance administrative approval, which approval shall 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.

287 2. Time Limits

288 a. Where practicable, applications for Military Leaves under paragraph D.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.

289 b. Where practicable, the Employee shall 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 XVIII. **FRINGE BENEFITS**

### 290 A. Description and Listing

291 The University shall provide each Employee a summary description of his/her fringe benefits within sixty (60) calendar days of the commencement of his/her regular full-time employment with the University. Updates will be provided as revisions occur. In addition, the University shall provide each Employee, by April 30 of each year, a listing of his/her fringe benefits, including amounts contributed toward the cost of each benefit by the University and the Employee benefits summary as designed by the University.

### 292 B. Eligibility

293 Employees must be on a full-time, one hundred percent (100%) appointment to be eligible for fringe benefits.<sup>13</sup>

<sup>13</sup> Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time load shall remain eligible for all benefits provided in this Article. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for the benefits provided herein.

### 294 C. Group Medical Benefits Plan

#### 295 1. Community Blue PPO

296 Effective September 1, 2001, eligible Employees shall be provided the Community Blue Preferred Provider Organization plan, with benefits equal to or greater than those set forth in Appendix K. It is understood that such benefits will be provided during the Fall and Winter semesters when the individual is expected to render direct services to the University as provided elsewhere in this Agreement. It is also understood and agreed that such coverage shall extend through the Spring and Summer terms immediately following such Employee's base academic year assignment.

#### 297 2. MSO (Mandatory Second Opinion) Rider

298 In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an Employee obtain a second medical opinion, paid for by the University, for surgical procedures involving:

- 299
- eyes (primarily cataract surgery)
  - gall bladder

- hernia repair
- heart bypass
- heart valve
- hysterectomy
- fallopian tubes and/or ovaries
- nasal (primarily rhinoplasty)
- tonsils and/or adenoids
- prostate

- 300 Notwithstanding the results of the second medical opinion, the Employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).
- 301 In order to obtain the mandatory second opinion, the Employee is required to contact Blue Cross/Blue Shield office of Michigan Referral Center, which will furnish to the Employee the names of three (3) specializing physicians from whom the Employee may choose one (1) for the second opinion.
- 302 At the Employee's option, a third surgical opinion for the ten (10) surgeries listed above will be provided when the second opinion did not confirm the first surgeon's recommendation.
- 303 In addition, the University shall also provide a voluntary second opinion program whereby the University agrees to pay for a second medical opinion, if so elected by an Employee, prior to surgery for procedures not specifically stipulated in the mandatory program.
- 304 3. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active Employees who are age sixty-five (65) or over.
- 305 4. To qualify for the medical benefits as above described, each Employee must individually enroll and make proper application for such benefits at the Benefits Office, within thirty (30) calendar days of the commencement of his/her regular employment with the University. An Employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during the open enrollment period.

- 306 5. Provided proper application and enrollment is made by an Employee, the University agrees to pay the cost for maintaining the medical benefits plan described in this Article, for the Employee, his/her spouse or domestic partner and eligible dependent children under nineteen (19) years of age, subject to the other terms and conditions of the plan. Dependent children are those who meet the IRS requirement for dependency.
- 307 Subject to the other provisions of this Agreement, the University shall also pay the aforementioned cost of an Employee whose assignment is reduced to not less than 60% of a full-time load. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.
- 308 6. Additions and changes to an Employee's health care coverage must be made within thirty (30) calendar days of a qualifying event (i.e. marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in any additions and/or changes being excluded from such benefits plan until such time as the Employee enrolls and makes proper application during the open enrollment period.
- 309 7. In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the University of providing the medical benefits described in this Article, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 310 8. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the Employee:
- 311 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
- 312 b. Sponsored Dependents who are at least nineteen (19) years of age or older; related by blood or marriage, and claimed as IRS dependents may be eligible for coverage.
- 313 9. An Employee's medical benefits plan shall terminate effective at the end of the month in which the Employee is terminated, the group medical benefits plan terminates, or the Employee resigns, or retires, except as otherwise provided in this Agreement or under COBRA.
- 314 10. In many cases COBRA requires that the opportunity to continue medical and dental benefits be extended:

- 315 a. to Employees who voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or who have reduced their hours or had their hours reduced to such extent that they are ineligible for coverage;
  - 316 b. to surviving spouses or domestic partners and dependents upon the death of an Employee;
  - 317 c. to spouses or domestic partners and dependent children in the event of a divorce;
  - 318 d. to dependent children who exceed the plan's age limitations;
  - 319 e. to spouses or domestic partners and dependents of Employees who become entitled to Medicare coverage.
- 320 11. Employees and the spouses or domestic partners and dependents of Employees who are eligible to continue medical and dental coverage under COBRA may do so for the period mandated in the individual's circumstances by COBRA. For benefits lost by Employees and their spouses or domestic partners and dependents due to an Employee's termination of employment or reduction in hours, that period is usually eighteen (18) months. For benefits lost by spouses or domestic partners and dependents of an Employee due to the occurrence of other events that trigger COBRA coverage, the period is usually thirty-six (36) months. In accordance with COBRA, the University shall require payment of a premium for the period of coverage continuation and shall charge up to the maximum premium allowed by COBRA.
- 321 12. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the University's policy with its carrier.

322 D. Waiver of Medical Health Care Benefits

323 Effective September 1, 2001, an Employee who is otherwise eligible to participate in the University's Group Medical Benefits Plan may elect to waive such coverage, provided he/she makes proper application to the Benefits Office, showing evidence of coverage through a plan other than one provided by the University. Employees for whom the waiver is granted shall receive \$1,000 per year (not added to base salary), prorated for the period medical health care coverage is waived. Employees waiving coverage may re-enroll in the University's health plans upon showing proof that the health coverage on which

they relied is no longer available, or during the annual open enrollment period. No contributions will be made to TIAA-CREF based on this waiver payment.

324 E. Group Life and Accidental Death and Dismemberment Insurance

- 325 For the period September 1, 2001, through and including August 31, 2002, the University shall pay the cost of maintaining life insurance in an amount equal to the Employee's base salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount.
- 326 Beginning September 1, 2002, the University shall pay the cost of maintaining life insurance in an amount equal to the Employee's base salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount for a period of one (1) year from an Employee's first (1<sup>st</sup>) day of appointment as an Employee. Commencing with the month following completion of one (1) year of coverage as provided above, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the Employee's base salary (rounded up to the nearest \$1,000) times two (2), and an accidental death and dismemberment benefit in an equal amount, up to a maximum coverage level of \$100,000.
- 327 When an Employee reaches age sixty-five (65) and continues working, his/her insurance coverage is decreased by thirty-five percent (35%) with no further reduction based on age thereafter.
- 328 Subject to the other provisions of this Agreement, the University shall also pay the costs for maintaining the aforementioned coverage for an Employee whose assignment is reduced to not less than 60% of a full-time load. When an Employee's assignment is reduced, the commensurate reduction in salary shall result in an identical percentage reduction of the life insurance and accidental death and dismemberment benefit amount. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.
- 329 To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Employee must individually enroll and make proper application for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with the University. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as they enroll and make proper application with the Benefits Office. Changes in benefit amounts based on changes in base salary occur with the effective date of the change in base salary. Base salary excludes supplemental appointments and any other extra compensation.

- 330 An Employee's group life and accidental death and dismemberment insurance benefits shall terminate effective on the date that an Employee is terminated, resigns or retires, or the group life and accidental death plan terminates.
- 331 All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the University's policy with its carrier.

332 F. Dental Care Benefits

- 333 1. Effective September 1, 2001, the University shall provide and maintain dental care benefits for Employees commencing on the first day of the month following an Employee's first day of actual work on a full-time one hundred percent (100%) appointment.

334 These benefits shall be subject to reasonable and customary charge determination as follows:

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

Maximum Contract Benefit

<sup>1</sup> \$1,000 per person total per contract year.

<sup>2</sup> Lifetime maximum benefit of \$1,500 per person.

- 336 2. To qualify for dental care benefits as described above, 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 he/she enrolls and makes proper application with the Benefits Office.

- 337 3. Provided proper application and enrollment is made by an Employee, the University agrees to pay the cost for maintaining the dental care benefits plan described in this Article, for the Employee, his/her spouse or domestic partner and eligible dependent children under nineteen (19) years of age, subject to the other terms and conditions of the plan. Dependent children are those who meet the IRS requirement for dependency.
- 338 Subject to the other provisions of this Agreement, the University shall also pay the aforementioned cost of an Employee whose assignment is reduced to not less than 60% of a full-time load. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.
- 339 4. Except as otherwise provided in this Agreement, an Employee's dental care benefits plan shall terminate on the date that the Employee is terminated, the dental care benefits plan terminates, or the Employee goes on an unpaid leave, resigns, or retires. However, an Employee may continue his/her dental care benefits at his/her own expense for the period mandated in the Employee's circumstances by COBRA and as provided herein.
- 340 5. Additions and changes to the Employee's dental care benefits coverage must be made within thirty (30) calendar days of a qualifying event (i.e. marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in any additions or changes being excluded from the plan until such time as the Employee enrolls and makes proper application through the Benefits Office.
- 341 6. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the University's policy with its carrier.

342 G. Workers Compensation Benefits

343 The University shall insure all Employees for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.

344 H. University Business Travel Insurance Coverage

345 1. The University shall provide and maintain for all full-time Employees traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000

for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Employee shall be proportionately reduced based on the number of individuals making claim.

346 2. To qualify for University Business Travel Insurance Coverage, each Employee must individually enroll for such coverage 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 as herein provided is specifically and expressly excluded from such coverage until such time he/she enrolls with the Benefits Office.

3457 3. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the University's policy with its carrier.

348 I. University Business Travel Automobile Insurance Coverage

349 1. The University agrees to include Employees as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and property damage liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Employees operating a University-provided automobile.

350 2. This coverage shall also apply for Employees operating a vehicle not provided by the University while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Employee, such as a personal automobile policy. Where other coverage is not provided the Employee, the University's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the state of Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000 property damage).

351 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this insurance shall be as provided for in the University's policy with its carrier.

352 J. Banking

1. Credit Union

353 The University shall provide Employees with optional payroll deductions for the EMU Credit Union.

354 2. Direct Deposits

355 The University shall provide for direct deposit of an Employee's paycheck into one (1) account at any one (1) of the member banks of the Federal Reserve System.

356 Applications for direct deposit are available in the University's Payroll Office.

357 K. Business Travel at University Expense

358 1. Policies

359 a. Travel at the University's expense shall be subject to the advance approval of the appropriate account executive.

360 b. Applications for approved travel at the University's expense shall be submitted on APPLICATION FOR TRAVEL, Form B-6. Completed applications should be submitted to the appropriate account executive at least five (5) working days before a trip is taken.

361 c. Costs of travel are charged to the departmental account of the authorizing office.

362 d. Reservations, schedules, and all arrangements for travel and lodging are the responsibility of the traveler.

363 2. Travel Allowances

364 Reimbursement for ordinary expenses incurred in travel authorized by the University is made according to the following schedule of approved travel and subsistence allowances:

365 a. Commercial transportation: Economy fare.

366 b. Personal motor vehicle: IRS rates, but in no event in excess of the equivalent cost of economy fare using commercial transportation.

- 367 c. Lodging, breakfast, lunch and dinner: Actual/reasonable.  
Note: Tips no greater than fifteen percent (15%) of cost are included in the above meal allowances.
- 368 d. Miscellaneous
- 369 (1) Conference registration fees, parking, telephone, toll roads and bridges, and area travel (e.g. shuttles to and from terminals): Actual cost.
- 370 (2) Hotel porter services: Actual/reasonable
- 371 e. Receipts are required for: meals, lodging, toll roads and bridges, commercial transportation, conference registration fee, and parking.
- 372 f. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention or other formal gathering. Membership dues to any organization are not reimbursable.
- 373 g. The travel and subsistence reimbursement rates established hereinabove shall be increased or decreased consistent with such rates as may be established in the future by the University as general policy.

374 L. Tuition Waiver Program For Employees

- 375 1. Effective, Fall 2001, a tuition waiver program providing for a waiver of the full cost of tuition 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.
- 376 2. An Employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 377 a. An Employee must have completed one (1) year on a regular full-time, one hundred percent (100%) appointment prior to the first day of classes of the term or semester for which he/she plans to register.<sup>14</sup>

<sup>14</sup> Subject to the other provisions of this Agreement, Employees whose loads are reduced to not less than 60% of a full-time load shall remain eligible for the full tuition waiver benefit provided in L.1. above.

- 378            b. 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.
- 379            c. Failure to submit an application for approval within the required timelines may forfeit the Employee's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Employee.
- 380            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 percent (25%) of the gross amount of the Employee's regular paycheck every pay period (unless the Employee is terminating, in which case the entire amount may be deducted) or through other appropriate means.
- 381            3. Employees on full-time, one hundred percent (100%) appointments for the term or semester for which application is made shall be entitled to full benefits.<sup>15</sup>

<sup>15</sup> Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time (100%) load shall remain eligible for the full tuition waiver benefit provided in L.1. above.

- 382            4. The Employee must take courses during non-working hours.
- 383            5. An eligible Employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 384            a. 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-" in undergraduate courses and "B-" in graduate courses are unacceptable).
- 385            b. A mark of "Incomplete" (I) is received and not converted to a passing grade within one (1) year following termination of the semester in which the course was taken, or the date the Employee's employment terminates, whichever is earlier.

- 386 c. The Employee withdraws from a course after the date specified in the course bulletin for tuition refund. Exceptions may be made upon a showing of appropriate cause by the Employee (e.g., prolonged incapacitating illness, unanticipated conflict between a course in which the Employee is required to teach and the one in which he/she is enrolled, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Accounting and Benefits Offices.

387 M. Tuition Waiver Program for Employee Spouses and Dependent Children

- 388 1. Effective September 1, 2001, a tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate tuition at Eastern Michigan University shall be available to spouses and dependent children of eligible Employees who have been employed for at least one (1) academic semester. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child. It is the intent of the University to provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the University.
- 389 2. An eligible Employee's spouse or dependent child shall be eligible for a tuition waiver if he/she:
- 390 a. Presents evidence to the University Benefits Office confirming that:
- 391 (1) He/she is the spouse or dependent child of an eligible Employee. Dependent children shall be defined as: (a) legally dependent children of an eligible Employee; and (b) children who have an eligible Employee as their legal guardian.
- (2) He/she has satisfied all admission requirements and is eligible to enroll for courses.
- 392 3. A completed application for tuition waiver must be approved by the Benefits Office during the timelines outlined below:
- 393 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.

- 394 4. Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Employee.
- 395 5. An eligible Employee'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 other student of the University.
- 396 6. Tuition waiver benefits eligibility for a spouse and/or dependent child shall cease at the end of the semester in which the eligible Employee terminates his/her employment with the University. If the spouse/dependent child drops or withdraws from courses during the one hundred percent (100%) drop period, any refund applicable to the tuition waiver shall revert to the University. If the student drops classes after the one hundred percent (100%) drop, he or she shall reimburse the University in full for all tuition previously waived by the University.
- 397 7. An eligible Employee's spouse and/or dependent child shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 398 a. A grade of "pass", or "C" or above is not achieved in any course for which tuition waiver is obtained. (Grades of "C-" are unacceptable).
- 399 b. A mark of "Incomplete" (I) is received and not converted to a passing grade within one (1) year following termination of the semester in which the course was taken, or the date the Employee's eligibility terminates, whichever is earlier.
- 400 c. The eligible Employee's spouse and/or child withdraws from a course after the date specified in the course bulletin for tuition refund. Exceptions may be made upon a showing of appropriate cause by the eligible Employee (e.g. prolonged incapacitating illness, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Accounting and Benefits Offices.

401 N. Flexible Spending Account

- 402 The University has implemented a flexible spending account (FSA) program for dependent care, and such other purposes as may be approved, from time to time, by the University. Vendor guidelines for program participation must be observed.

403 The monthly administrative fee for this program shall be borne by the FSA  
participants. The FSA provider will be selected by the University.

404 O. Retirement Programs

405 1. Employees may participate in one (1) of the following retirement  
programs:

406 a. Michigan Public School Employees Retirement System (MPSERS).  
Participation is available to Employees who were enrolled in the Plan as  
of December 31, 1995. Employees hired after January 1, 1996 may  
only participate in the Plan if they have prior MPSERS service at one of  
the following Michigan Universities: Central Michigan University,  
Eastern Michigan University, Ferris State University, Lake Superior State  
University, Michigan Technological University, Northern Michigan  
University and Western Michigan University.

407 b. Teachers Insurance and Annuities Association-College Retirement  
Equities Fund (TIAA- CREF).

408 2. Each Employee must elect to participate in one (1) of these retirement  
programs within thirty (30) calendar days of the commencement of his/her  
regular employment with the University. An Employee who does not make  
such an election within this time period shall automatically be enrolled in  
the TIAA-CREF Defined Contribution Plan. Once an Employee has been  
so enrolled such enrollment is final and cannot be changed.

409 3. The University Contributions

410 a. Retirement plan contributions shall not be effective until such time as  
the Employee completes the enrollment form. Contributions shall not  
be retroactive.

411 b. The University shall contribute the amount specified annually by the  
state of Michigan for each Employee participating in the Michigan  
Public School Employees Retirement System.

412 c. For Employees who participate in TIAA-CREF, the University shall  
contribute nine percent (9%) of the Employee's earnings to the  
retirement plan.

413 4. Tax Deferred Annuities

414 The University agrees to make an optional Tax Deferred Annuity Program available for Employees.

**ARTICLE XIX. SPECIAL CONFERENCES**

415 At the request of the Union or the University, 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 his/her designated representative and the Assistant Vice President for Academic Affairs, or his/her designated representative.

**ARTICLE XX. PERSONNEL FILES**

416 A. An Employee, on giving reasonable written notice, shall be permitted to review his/her own personnel file, excluding confidential letter(s) of recommendation. Such review shall occur during normal business hours in the presence of the responsible custodian of such file. The Employee shall have the right to copies of materials in his/her file at his/her own expense. The Employee may be accompanied by a representative of his/her own choice at the time the file is examined.

417 B. If an Employee should become aware of information included in his/her personnel file that is factually in error, the Employee may petition, in writing, the Assistant Vice President for Academic Affairs, or his/her authorized designee, to remove said information from the file. The Employee shall bear the burden of proof of establishing that the information is factually in error. If the Assistant Vice President for Academic Affairs, or his/her authorized designee, concludes that the information is in error, such information shall either be excised from the document in which it is located, or the document removed from the Employee's personnel file, whichever the Assistant Vice President for Academic Affairs, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Assistant Vice President for Academic Affairs, or his/her authorized designee, shall be final and binding on the Employee and the Union, and may not be challenged under the grievance and arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this provision shall not be introduced as evidence or otherwise considered in any grievance, arbitration, or other proceeding against the University.

- 418 C. If the decision of the Assistant Vice President for Academic Affairs, or his/her authorized designee is not acceptable to the Employee, the Employee may provide a written explanation, affidavit, and/or document, which shall be identified as rebuttal information, and attached to each document alleged to be in error. Such attachment shall become a permanent part of the document in question.
- 419 D. Disclosure of disciplinary actions to third parties shall be governed by the Bullard-Plawicki Employee Right to Know Act, MCL 423.501-423.512.

## **ARTICLE XXI. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS**

- 420 Administrative/Professional (A/P) positions are, at times, made available to qualified Employees. To provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
- 421 1. An Employee appointed to an A/P position shall be transferred outside the Bargaining Unit for the duration of his/her appointment.
- 422 2. As an A/P Employee, the Employee shall be subject to such terms and conditions of employment as the University may establish or which may otherwise govern the position to which he/she is appointed.
- 423 3. Upon the expiration of his/her appointment to an A/P position, the Employee shall be returned to the Bargaining Unit and his/her former department and position, subject to the other provisions of this Agreement.
- 424 4. The base salary of an Employee who is returned to the Bargaining Unit on a full-time (100%) appointment from an A/P appointment shall be no less than if he/she had not held such position.
- 425 5. The Union shall be notified within thirty (30) days of the appointment of an Employee to an A/P position and within thirty (30) days of the return of an Employee to the Bargaining Unit.

## **ARTICLE XXII. COMPUTATION OF WORK TIME**

- 426 In those instances in which the computation of the number of hours in a regular Employee's workday, workweek or academic work year is necessary, the following formula shall apply:

- 427 One (1) full-time academic year or its equivalent = 34 weeks
- 428 One (1) full-time academic year or its equivalent = 1,360 hours
- 429 Employee appointments of less than full-time shall be prorated in accordance with the above formula.

### **ARTICLE XXIII. PAST PRACTICES**

- 430 For purposes of this Agreement, past practices shall refer to those general personnel policies applicable to Employees and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein. These past practices shall only be changed after notification to the Union of intent to change and negotiation to agreement or to impasse relative to the proposed change.

### **ARTICLE XXIV. MISCELLANEOUS**

#### 431 A. Facilities

- 432 Employees will be provided with a designated workspace and access to a phone for use during terms when they are teaching. Employees will also be provided with an office mailbox, library privileges, a parking permit,<sup>16</sup> and an e-mail account within the home department for the period of their appointments.

<sup>16</sup> The University reserves the right to charge a fee for parking in accordance with such policies as it may hereafter adopt for non-union administrative and professional employees.

#### 433 B. Supplies

- 434 Consistent with the normal practices of their department, Employees will have access to copy machines and to the minor office supplies provided to Faculty for purposes of instruction in EMU courses.

#### 435 C. Clerical Assistance

Employees will be provided with the clerical assistance consistent with normal practices of their department, provided it does not place a burden on the staff in question.

436 D. Notification to Employees

When written notice to an Employee is required by this Agreement, such notice shall be: (1) handed to the Employee personally; or (2) left at his/her office with the Department Head or departmental secretary; or (3) left at his/her last known residence with some person of suitable age and discretion residing therein; or (4) mailed to the Employee by regular First Class Mail. Notification by mail shall be deemed to have occurred as of the date posted at a bona fide off-campus United States Postal Service Office and addressed to the Employee's last known residence.

437 E. Delivery to the Union

438 When written notice to the Union is required by this Agreement, such notice shall be sent to the Union President at an address furnished in writing to the Assistant Vice President for Academic Affairs by the Union.

**ARTICLE XXV. SCOPE OF AGREEMENT**

439 A. Agreement Construction

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

441 B. Waiver

442 The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are contained in this Agreement. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, any subject or matter referred to in the negotiation of this Agreement, and any subject or matter not referred to in the negotiation of this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

443 C. Entire Agreement

444 This Agreement represents the entire agreement between the University, the Union, and the University's Employees which the Union represents. This Agreement supercedes 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 University and the Union.

445 D. Saving Clause

446 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 University and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE XXVI. 0**

447 This Agreement shall continue in full force and effect from \_\_\_\_\_ to and including August 31, 2005. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) 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 University and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

448 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, this Agreement has been executed by the parties by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_.

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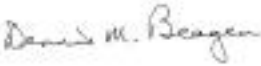
EASTERN  
MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS



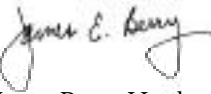
James P. Greene  
Chief Negotiator

Julie R. Frentrup  
Chief Negotiator



Dennis Beagen, Head  
Communication & Theater Arts

Thomas J. Figrski, Lecturer  
Psychology



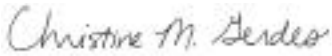
James Berry, Head  
Leadership & Counseling

Gregg Heinrichs, Lecturer  
English Language and Literature



Carolyn Dahl, Dean  
Continuing Education

Mary Koral, Lecturer  
English Language and Literature



Christine M. Gerdes, Labor Rep.  
Academic Human Resources

Russell R. Larson, Head  
English Language and Literature



Alvin S. Levett, Director  
Budget Management



Thomas K. Venner, Head  
Art

MEMORANDUM OF UNDERSTANDING  
 By and Between  
 EASTERN MICHIGAN UNIVERSITY and  
 THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
 OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Union that, subject to ratification of the Collective Bargaining Agreement by both parties and the provisions herein provided, the individuals on the attached list shall be extended one (1) year term appointments commencing September 1, 2001 and extending through and including August 31, 2002. It is expressly understood and agreed that such appointments shall be subject to modification or cancellation, in whole or in part, by reason of a decline in student enrollment, availability of Faculty, programmatic changes, program discontinuance, reallocation of resources, space or personnel, schedule changes, or other events that may have been unforeseen at the time the offer of employment was given to the Employee(s), etc.

<u>Department</u>	<u>Name</u>
Accounting	Cooper, Rolland
Accounting	Davies, Julianne
Accounting	Junnola, David C.
Accounting	Lynch-Caris, Terri
Art	Potter, Alan
Art	Sullivan, Gundel
Biology	Bida, Cynthia
Biology	Starr, Susan
CEO Office of Acad Svcs	Alverson, Dorene Janet
CEO Office of Acad Svcs	Bauer, Mary
CEO Office of Acad Svcs	Collins, Linda
CEO Office of Acad Svcs	Covert, Sally
CEO Office of Acad Svcs	Davis, Janet
CEO Office of Acad Svcs	Keren, Mary
CEO Office of Acad Svcs	McInnis, Richard
CEO Office of Acad Svcs	Millington, John B.
CEO Office of Acad Svcs	Northrop, Sharon
CEO Office of Acad Svcs	Palazzolo, Dominic
CEO Office of Acad Svcs	Patterson, Margaret Polmear
CEO Office of Acad Svcs	Soebbing, Karen K.
CEO Office of Acad Svcs	Strickler, Joan
CEO Office of Acad Svcs	Tolin, Tina

CEO Office of Acad Svcs	Wissbrun, Donna L.
Chemistry	Frentrup, Julie R.
Chemistry	Hough, Raymond
Chemistry	Kotulski, Charles
Chemistry	MacKellar, Sharon Jane
Computer Science	Sterzik, Karen L.
CTA	Brooks, Margie
CTA	Gallup, Mark
CTA	Hanson, Matthew
CTA	Hohauser-Thatcher, Melissa
CTA	Kelly, Brendan B.
CTA	Meloche, Christopher
CTA	Reum-Troia, Mary
CTA	Sulfridge, Rocky M.
Education Dean's Office	Brandon, Katherine
English Lang & Lit	Alvarado, Sonya
English Lang & Lit	Calonne, David
English Lang & Lit	Doan, Brenda
English Lang & Lit	Flannery, Clarinda
English Lang & Lit	Gouine, Wendy
English Lang & Lit	Koral, Mary
English Lang & Lit	Mackowiak, Arnold
English Lang & Lit	Marshall, Karla
English Lang & Lit	Peltier, Andre
English Lang & Lit	Spicer, Tony
English Lang & Lit	Uthappa, Renuka
English Lang & Lit	Walker, Laurie
English Lang & Lit	Wannamaker, Annette
English Lang & Lit	Wetmore, Courtney
English Lang & Lit	Wilbanks, Ambrose
Finance & CIS	Chou, Amy
Finance & CIS	Kang, SungJoo
FLABS	Fujiwara, Yukari
FLABS	Gomez, Pedro
FLABS	Tappe, Klaus
FLABS	Wate, Kimberly
Geography&Geology	Kurzman, Amanda
Geography&Geology	Mobley, Doreen
Geography&Geology	Victor, Kelly
HECR	Han-Markey, Theresa
HECR	Sutton, Martha A.
History & Philosphy	Rogers, Rick

Interdisciplinary Tech	Becker, Pamela
Interdisciplinary Tech	Bennett, Claudia
Interdisciplinary Tech	Hader, Matthew
Interdisciplinary Tech	Hanewicz, Cheryl
Learning Resources-Library	Block, Judy
Library Orientation Instr.	McCreary, Karen Warner
Management	Barley, Lisa
Management	Bellinger, Larry
Management	Krolik, Jim
Management	Sholtis, Len
Developmental Math	Holmes, Karen A.
Developmental Math	Richards, Elaine
Developmental Math	St Louis, Mary
Mathematics	Morgan, John
Mathematics	Verosky, John
Music	Boerma, Scott
Music	Snyder, Donell
Physics	Bush, David
Physics	Sayman, Tumer
Political Science	Kos, Eric S.
Political Science	Marionis, Mark
Psychology	Bonem, Elliott
Psychology	Figurski, Thomas J.
Psychology	Jacobs, Pamela
Sociology	Bonney, Charles
Sociology	Killingbeck, Donna
Sociology	Schaumann, Karen
Teacher Ed	Castanier, Duane
Teacher Ed	Edens, Deanna

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)

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James P. Greene  
Chief Negotiator

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Julie R. Frentrup  
Chief Negotiator

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Thomas J. Figurski

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Gregg Heinrichs

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Mary Koral

**Appendix B Employees Covered by Appendicies C, D, and E**

The Employees listed below are covered by the following appendicies:

- Appendix C May-August, 2001 Group Medical Benefits
- Appendix D Promotional Increases Effective September 1, 2001
- Appendix E Determination of Years of Service

<u>Department</u>	<u>Name</u>
Accounting	Cooper, Rolland
Accounting	Davies, Julianne
Accounting	Junnola, David C.
Accounting	Lynch-Caris, Terri
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Art	Sullivan, Gundel
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Biology	Starr, Susan
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CEO Office of Acad Svcs	Bauer, Mary
CEO Office of Acad Svcs	Collins, Linda
CEO Office of Acad Svcs	Covert, Sally
CEO Office of Acad Svcs	Davis, Janet
CEO Office of Acad Svcs	Keren, Mary
CEO Office of Acad Svcs	McInnis, Richard
CEO Office of Acad Svcs	Millington, John B.
CEO Office of Acad Svcs	Northrop, Sharon
CEO Office of Acad Svcs	Palazzolo, Dominic
CEO Office of Acad Svcs	Patterson, Margaret Polmear
CEO Office of Acad Svcs	Soebbing, Karen K.
CEO Office of Acad Svcs	Strickler, Joan
CEO Office of Acad Svcs	Tolin, Tina
CEO Office of Acad Svcs	Wissbrun, Donna L.
Chemistry	Frentrup, Julie R.
Chemistry	Hough, Raymond
Chemistry	Kotulski, Charles
Chemistry	MacKellar, Sharon Jane
Computer Science	Sterzik, Karen L.
CTA	Brooks, Margie
CTA	Gallup, Mark
CTA	Hanson, Matthew
CTA	Hohausen-Thatcher, Melissa
CTA	Kelly, Brendan B.

CTA	Meloche, Christopher
CTA	Reum-Troia, Mary
CTA	Sulfridge, Rocky M.
English Lang & Lit	Alvarado, Sonya
English Lang & Lit	Calonne, David
English Lang & Lit	Doan, Brenda
English Lang & Lit	Flannery, Clarinda
English Lang & Lit	Gouine, Wendy
English Lang & Lit	Koral, Mary
English Lang & Lit	Mackowiak, Arnold
English Lang & Lit	Marshall, Karla
English Lang & Lit	Peltier, Andre
English Lang & Lit	Spicer, Tony
English Lang & Lit	Uthappa, Renuka
English Lang & Lit	Walker, Laurie
English Lang & Lit	Wannamaker, Annette
English Lang & Lit	Wetmore, Courtney
English Lang & Lit	Wilbanks, Ambrose
Finance & CIS	Kang, SungJoo
FLABS	Fujiwara, Yukari
FLABS	Gomez, Pedro
FLABS	Tappe, Klaus
FLABS	Wate, Kimberly
Geography&Geology	Kurzman, Amanda
Geography&Geology	Mobley, Doreen
Geography&Geology	Victor, Kelly
HECR	Han-Markey, Theresa
HECR	Sutton, Martha A.
History & Philosphy	Rogers, Rick
Interdisciplinary Tech	Becker, Pamela
Interdisciplinary Tech	Bennett, Claudia
Interdisciplinary Tech	Hader, Matthew
Interdisciplinary Tech	Hanewicz, Cheryl
Learning Resources-Library	Block, Judy
Library Orientation Instr.	McCreary, Karen Warner
Management	Barley, Lisa
Management	Bellinger, Larry
Management	Krolik, Jim
Management	Sholtis, Len
Developmental Math	Holmes, Karen A.
Developmental Math	Richards, Elaine
Developmental Math	St Louis, Mary

Mathematics	Morgan, John
Mathematics	Verosky, John
Music	Snyder, Donell
Physics	Bush, David
Physics	Sayman, Tumer
Political Science	Kos, Eric S.
Political Science	Marionis, Mark
Psychology	Bonem, Elliott
Psychology	Figurski, Thomas J.
Psychology	Jacobs, Pamela
Sociology	Bonney, Charles
Sociology	Killingbeck, Donna
Sociology	Schaumann, Karen
Teacher Ed	Castanier, Duane
Teacher Ed	Edens, Deanna

MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS (EMU-FT)

It is understood and agreed by and between the University and the Union that the University will give Elvis Smith a full time 100% term appointment in the Department of Communication and Theatre Arts for the 2001-02 academic year (Fall and Winter semesters), subject to the following:

The student evaluations for Elvis Smith in the Fall, 2001, semester shall be no lower than the average student evaluations of full-time (100%) Employees in the CTA Department.

Faculty and the Department Head in the CTA Department shall evaluate Elvis Smith's classroom teaching by visiting each of the classes Elvis Smith teaches in the Fall, 2001, semester.

The Department Head shall review the student evaluations of Elvis Smith's teaching and the Faculty classroom evaluation of Elvis Smith's teaching and shall rate Elvis Smith's teaching effectiveness.

In the event that Elvis Smith's teaching is rated Distinctly Above Average or better, he shall be allowed to complete the balance of his term appointment.

In the event that Elvis Smith's teaching is rated lower than Distinctly Above Average, he shall be terminated at the end of the Fall semester. For purposes of this agreement, said termination shall be deemed to be for cause, shall be final and binding on all parties, and shall be without recourse or right of review under the Grievance and Arbitration provisions of the parties' Collective Bargaining Agreement.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)

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James P. Greene  
Chief Negotiator

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Julie R. Frentrup  
Chief Negotiator

---

Thomas J. Figurski

---

Gregg Heinrichs

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Mary Koral

MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Eastern Michigan University Federation of Teachers that notwithstanding any provision of this Agreement to the contrary, the Employees on the attached list shall be provided the promotions and base academic year salary adjustments referenced in Article XVI, Section K, provided official certification (or other documentation acceptable to the University) of having attained the appropriate academic credentials is provided to the Employees Department Head and the Associate Vice President for Academic Affairs on or before August 31, 2001. Thereafter, employees shall only be eligible for promotion in accordance with the provisions of Article XV.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)

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Chief Negotiator

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Julie R. Frentrup  
Chief Negotiator

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Thomas J. Figurski

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Gregg Heinrichs

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MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Eastern Michigan University Federation of Teachers that, for each Employee on the attached list, the University shall determine the complete years of service as a Lecturer at the University for purposes of salary determination as provided in Article XVI, Section C. Such information shall be submitted to each Employee on or before June 30, 2001. Each Employee shall review such information. If any Employee believes that the information provided by the University is incorrect, the Employee shall provide the University with sufficient documentation to support the number of complete years of service he/she believes to be accurate. If an Employee does not respond or provide sufficient documentation to the University to establish the accuracy of his/her years of service on or before July 31, 2001, the Employee's years of service shall be as determined by the University.

EASTERN MICHIGAN UNIVERSITY

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FEDERATION OF TEACHERS  
(EMU-FT)

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James P. Greene  
Chief Negotiator

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Julie R. Frentrup  
Chief Negotiator

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Thomas J. Figurski

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Gregg Heinrichs

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Mary Koral

MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Eastern Michigan University Federation of Teachers that the University's personnel requirements for the 2002-03 academic year have not yet been determined, and will be dependent on academic enrollment, leaves of absence by tenured and tenure track Faculty, and a variety of other factors.

Although the University's future needs are uncertain, the University agrees that it will encourage the reappointment in 2002-03 of those Employees who have been determined by Department Heads to have distinguished themselves through their high quality instruction and service to the University's students and for whom Department Heads have an appropriate opening.

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MEMORANDUM OF UNDERSTANDING  
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In those circumstances in which the University makes additional placements in the Bargaining Unit, the University agrees, for the period extending through the last day preceding the commencement of classes for the Fall, 2002, semester, to give priority to the individuals on the attached list for full time, 100% assignments within their respective departments, in date of hire order, provided the individual is qualified in all respects (as determined by the Department Head in his/her exclusive discretion), to teach the course(s) that are to be assigned to the individual as his/her full time (100%) load. It is agreed that said individuals shall tender written notice to the University of their continued availability and willingness to accept a full-time appointment. Said notice shall be provided to the University's Assistant Vice President for Academic Affairs, with a copy to the appropriate Department Head, between June 15 and July 1, 2001, October 15 and November 1, 2001, and June 15 and July 1, 2002.

It is explicitly understood and agreed between the University and the Union that this agreement shall not be construed to limit in any matter whatsoever the University's right to hire or otherwise employ Adjunct Lecturers, Adjunct Professors, Visiting Professor, KCP Fellows, Doctoral and Post Doctoral Fellows, Visiting Scholars, Visiting Scientists, Exchange Professors, Faculty Members represented by the EMU-AAUP, individuals who hold administrative, professional or technical appointments and also perform teaching or instructional related tasks, Department Heads, supervisors, and all other individuals employed by the University.

<u>Name</u>	<u>Department</u>
Barry, Patricia	AHP
Rekhter, Natalia	AHP
Siler, Kathleen	AHP
Gliem, David	Art
Craft, Berniece	BTE
Kluesner, Ethel	CTA
Nelson, Sandra	CTA
Buczowski, Paul	English
Heininger, Joseph	English
Heinrichs, Gregg	English
Lynn, Marjorie	English

<u>Name</u>	<u>Department</u>
Napoleon, Davida	English
Norton, John	English
Haffenden, Trena	FLABS
Ofuka, Estuko	FLABS
Modi, Jagjit	HECR
Murtonen, Diane	HECR
Vaid, Ibrahim	HECR
Woodward, Shelly	HECR
Asselin, Donald	History
Hester, Jay	History
LaCoss, Donald	History
Witte, Stephen	History
Kinnard, Michael	HPERD
Palazzola, Benedette	LRL
Fischer, Penelope	Music
Zhihua, Tang	Music
Burgess, Linda Lee	Nursing
Mohler, Suzanne	Nursing
Lowry, Joseph	Physics
Ivers, David	Political Science
Horace-Moore, Marilyn	SAC
Bridge, Tana	Social Work
Barry, Patricia	AHP
Rekhter, Natalia	AHP
Siler, Kathleen	AHP
Gliem, David	Art
Craft, Berniece	BTE
Kluesner, Ethel	CTA
Nelson, Sandra	CTA
Buczowski, Paul	English
Heininger, Joseph	English
Heinrichs, Gregg	English
Lynn, Marjorie	English
Napoleon, Davida	English
Norton, John	English
Haffenden, Trena	FLABS
Ofuka, Estuko	FLABS
Modi, Jagjit	HECR
Murtonen, Diane	HECR
Vaid, Ibrahim	HECR

<u>Name</u>	<u>Department</u>
Woodward, Shelly	HECR
Asselin, Donald	History
Hester, Jay	History
LaCoss, Donald	History
Witte, Stephen	History
Kinnard, Michael	HPERD
Palazzola, Benedette	Library
Fischer, Penelope	Music
Zhihua, Tang	Music
Burgess, Linda Lee	Nursing
Mohler, Suzanne	Nursing
Lowry, Joseph	Physics
Ivers, David	Political Science
Horace-Moore, Marilyn	SAC
Bridge, Tana	Social Work

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MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Union that the University shall adopt a Distinguished Teaching Awards program for Employees. The failure to adopt such a program, or the subsequent modification or cancellation of such a program, and any awards (monetary or otherwise) issued pursuant thereto, shall be at the sole and exclusive discretion of the University and shall not be subject to the Grievance and Arbitration provisions of this Agreement.

EASTERN MICHIGAN UNIVERSITY

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MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY LECTURERS  
ORGANIZING CONGRESS (AFT)

It is hereby agreed by and between the University and the Union that with the express written approval of the Department Heads, Employees may (but shall not be required to) waive additional compensation for teaching in excess of the full-time norm as defined in Article XIII(B) of the Agreement.

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MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

It is hereby agreed by and between the University and the Eastern Michigan University Federation of Teachers that Employees who supervise student teachers shall be reimbursed for telephone and mileage expenses incurred in the course of performing their assigned responsibilities, subject to the following provisions:

1. Reimbursement for the use of a personal motor vehicle shall be made at the IRS rates for all travel to and from student teaching sites. Employees shall be required to document all mileage submitted for reimbursement. Employees shall not be reimbursed for travel to or from the University.

2. Employees shall be reimbursed for the actual cost of long distance telephone calls made as part of their assigned responsibilities. Requests for such reimbursements shall include a copy of the telephone bill, with all such calls clearly identified, and a written explanation of each call, including the name of the individual called, his/her school or place of employment, the nature of the call, and any other such documentation as the University may require. In lieu of such reimbursement the University may, at its sole discretion, provide for an alternate billing arrangement (e.g. University calling cards, etc.). If such alternate billing arrangement is made, Employees shall still be required to submit documentation for all calls billed to the University, including the name of the individual called, his/her school or place of employment, the nature of the call, the date of the call, and such other documentation as the University may require.

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APPENDIX K

	In-Network	Out-of-Network
<b>Human Organ Transplants</b>		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

<b>Mental Health Care and Substance Abuse Treatment</b>		
Inpatient Mental Health Care and Substance Abuse Care	Covered – 80%	Covered – 80% after deductible
	Up to 60 days per calendar year with a lifetime maximum of 120 days	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 80%	Covered – 80%
• Physician's Office	Covered – 80%	Covered – 80% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 80%	Covered – 80%

<b>Other Services</b>		
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Rider PCD, Prescribed Contraceptive Devices	Adds coverage for physician-prescribed contraceptive devices such as diaphragms and IUDs. Note: This coverage is available only with prescription drug coverage, and the contraceptive medication rider is selected.	
Hearing Care	Covered – 100% Benefits renew once every 36 months	Covered – 100% Services performed by Non-Participating providers are not covered.

**Deductible, Copays and Dollar Maximums**

<b>Deductible</b>	None	\$250 per member, \$500 family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	20% for mental health care, substance abuse care and 50% private duty nursing *	20% for general services and 20% for mental health care, substance abuse care and 50% private duty nursing * Note: Services without a network are covered at the in-network level.
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	Not Applicable	\$2,000 per member, \$4,000 family per calendar year
<b>Dollar Maximums</b>	\$5 million lifetime per member for all covered services and as noted above for individual services	

\* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.



An independent licensee of the Blue Cross and Blue Shield Association

## Blue Preferred Rx Prescription Drug Coverage with Generic/Brand Name Copay Benefits-at-a-Glance

Covered Services	Network Pharmacy	Non-Network Pharmacy
Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Rider PD-CM, Prescription Contraceptive Medications	Adds benefits to the Prescription Drug Plan for prescribed contraceptive medications. <b>Note:</b> When this rider is selected, Rider PCD must also be selected.	
Mail Order Prescription Drugs – up to a 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered
<b>Copays</b>		
In-Network	\$10 for each generic drug; \$20 for each brand name drug	\$10 for each generic drug; \$20 for each brand name drug
Out-of-Network	Not Applicable	25% sanction plus applicable copay
Copay Dollar Maximum	None	None

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

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## Blue Vision Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. Members can receive services from one of VSP's over 23,000 member doctor locations or a nonparticipating provider. To find a VSP member doctor, call 1-800-877-7195 or visit VSP's Web site at [www.vsp.com](http://www.vsp.com).

Eye Examination	VSP Member Doctor	Nonparticipating Provider
Covers a complete eye exam including refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient	Covered – \$5 copay	Reimbursement up to \$35 less a \$5 copay
	Once every 24 months	
<b>Frames</b>		
A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45 less a \$10 copay
	One frame every 24 months	
<b>Lenses</b>		
Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61mm. Pink lens tints (for glare reduction) are also covered in full. <b>Note:</b> Additional pairs of prescription glasses and non-covered lens options are discounted.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lens type after copay
	One pair every 24 months	
<b>Contacts:</b> Members may obtain either eyeglasses or contact lenses, but not both.		
Elective contact lenses may be chosen instead of spectacle lenses and a frame.	Covered – \$105 applied toward contact lens fitting, evaluation and materials, member responsible for difference	
	Once every 24 months	
Therapeutic contact lenses (medically necessary) <b>Note:</b> Medically necessary contacts require pre-approval from VSP.	Covered – \$10 copay	Reimbursement up to \$210 less a \$10 copay, member responsible for difference
	Once every 24 months	
<b>Copays</b>		
• Exams	\$5 copay	\$5 copay applies to charge
• Frames and/or lenses or medically necessary contacts	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less \$10 copay

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Blue Cross Blue Shield of Michigan and Blue Care Network are non-profit corporations and independent licensees of the Blue Cross and Blue Shield Association.