

**AGREEMENT BY AND BETWEEN
EASTERN MICHIGAN UNIVERSITY
AND THE EASTERN MICHIGAN
UNIVERSITY
FEDERATION OF TEACHERS (EMUFT)**

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ARTICLE I.

AGREEMENT

- 1 This Agreement is made and entered into effective September 1, 2018, by and
between Eastern Michigan University (hereinafter “EMU” or “Employer”)
and the Eastern Michigan University Federation of Teachers (hereinafter
“Union”).

ARTICLE II.

GENERAL PURPOSE AND INTENT

- 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 Employer and the Union. The Employer 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. “EMU-AAUP” or “AAUP” refers to the Collective Bargaining Agent
for all Faculty employed by Eastern Michigan University.
- 6 4. “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).
- 7 5. “Departmental Input Documents” are documents particular to each
academic department that contain the procedures utilized by Faculty to
provide recommendations to Eastern Michigan University
administration.
- 8 6. “Departmental 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.
- 9 7. “Appointment” means the period in which an Employee has an
employment relationship with the Employer.
- 10 8. “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.
- 11 9. “Workday” means any and every day of the week, Monday through
Sunday, in which an Employee is expected to provide services to the
Employer.

except such as are specifically relinquished herein, are reserved to and shall remain vested in the Employer.

ARTICLE VI. *ACADEMIC FREEDOM*

- 18 The Employer 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 will be free to study, investigate, present, or interpret facts or ideas concerning people, society, government, philosophy, the arts and sciences, the natural world and other areas of inquiry.

ARTICLE VII. *EQUAL EMPLOYMENT OPPORTUNITY*

- 19 A. The Employer and the Union recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights. Further, the parties agree that neither will unlawfully discriminate against Employees on the basis of race, creed, religion, color, ethnicity, national origin, sex, citizenship, age, disability, height, weight, marital status, sexual orientation, gender expression, gender identity, parental and pregnancy status, veteran status, political belief and activities, or for participation in or affiliation with any labor organization.
- 20 B. 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 VIII. *UNION RIGHTS*

- 21 A. Information Furnished to the Union

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

- 23 1. A list of the members of the Bargaining Unit, including each Employee's name, rank, email, campus address, home address and telephone number (if they are available and the Employer has not been requested to withhold this information from the public), percentage of appointment, salary, home department, rank date, original hire date, and last date of hire. A list will be furnished on or before each of the following dates: Fall Semester by September 15 and Winter Semester by January 15, and the Summer Terms by May 15 of the same calendar year, and a second refreshed list will be furnished no later than September 30 (Fall semester), January 30 (Winter semester), and May 30 (Summer semesters). (If there are changes in the above information

following the referenced dates, the Union will be notified within ten (10) working days of such change(s).

- 24 The Employer will supply a list of Employees assigned to teach courses during the Summer terms on or before each of the following dates: May 15, June 15, and July 15. Such list will include the Employee's name, the department/school in which they're assigned to teach, number of credit hours assigned, and salary for the period of the assignment
- 25 2. The Union will be informed of additions to the Bargaining Unit within ten (10) working days of the Employee's first date of actual work.
- 26 3. The Employer will provide access to electronic copies of Minutes of official meetings of the Board of Regents, as well as published General Fund Operating Budgets (including all midyear revisions), and the Annual Audited Financial Statements, when such documents have been approved by the Board of Regents for submission to the State Offices.
- 27 4. The Employer will provide access to electronic copies of the Faculty Course Assignment Reports for each Fall and Winter semesters and Summer terms as soon as they are available.
- 28 5. Pursuant to the provisions of the Michigan Public Employment Relations Act, the Employer will 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 will be provided at no cost to the Union. Additional documents not routinely disseminated will 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.
- 29 B. Union Use of EMU Facilities and Services
- 30 1. The Union and Union officers shall, for the purpose of carrying out the business of the Union, have the right to hold meetings in EMU facilities at such times and places as are available with approval of the Employer. Facilities, including meeting rooms and equipment, such as duplicating, and audiovisual, will be available at the rates normally charged to EMU groups.
- 31 2. The Union will be provided with an office on EMU's central campus, subject to availability and normal charges, if any. "Normal" charges are defined as those customarily charged to other EMU groups. Keys for the office door and building will also be provided at prevailing rates. The Union will have a working telephone installed in its office.

All telephone bills (including installation fees and start-up charges) shall be the sole responsibility of the Union. The Union will be given the right to have three telephone numbers listed in the campus telephone directory. The Union will be provided two (2) University identification credentials at no charge. The University shall provide the Union two (2) service parking permits for the Union officers and staff.

- 32 3. The Union will have the right to send the Union Newsletter and other Union notices to Employees through the EMU mail system provided such use of the mail and email shall not cause an unreasonable load on the system and otherwise complies with such restrictions as the Employer may establish for its use.

33 C. Released Time

- 34 The Union will be granted nine (9) credit hours released time in each Fall semester and nine (9) 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 Eastern Michigan 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 July 15th preceding the next Fall semester and the November 15th 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.

35 D. Selection of Representatives

- 36 Neither party in any negotiations will 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.

37 E. Ratification

- 38 The Agreement shall not be binding until ratified by the Union and approved by the Board of Regents of Eastern Michigan University.

39 F. Copies of Agreement

- 40 This Agreement will be posted on EMU's website by the Employer. Copies of this Agreement will be printed at the expense of the Employer. A copy of the Agreement will be presented to all Employees now or hereafter admitted into the Bargaining Unit. One hundred (100) extra copies will be provided to the Union. One additional unbound copy will also be provided to the Union. Electronic (Microsoft Word and PDF)

deductions are made. Deductions for membership dues shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any erroneous or incomplete Payroll Deduction Authorization form will be sent to the Treasurer of the Union by the Employer, with a copy to the Employee.

53 D. Certification of Membership Dues

54 The Union shall submit to the Employer's Payroll Office written
certification of the rate at which membership dues shall be deducted.

55 E. Payment by Payroll Deduction

56 During the life of this Agreement, and in accordance with and to the
extent of any applicable state or federal laws, the Employer agrees to
deduct the semi-monthly membership dues as provided above.
Membership dues deductions shall be remitted to the Treasurer of the
Union within ten (10) working days after the end of each month 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.

57 F. Limits of Deductions Required To Be Made by the Employer

58 Deductions for membership dues will be made only in accordance with
the provisions of the Employee's Payroll Deduction Authorization,
together with the provisions of this Agreement. Except as otherwise
provided in this Agreement, the Employer will have no responsibility for
the collection for any other deductions. Further, the

59 Employer shall have no obligation to make deductions from the pay of
any Employee who has insufficient net earnings due the Employee to
cover the full amount of such deduction.

60 Non-Membership

61 New members of the Bargaining Unit who choose not to become
members of the Union do not need to fill out the payroll
deduction/authorization of membership card and will not become
members of the union unless at a later date the employee chooses to fill
out this form as specified above.

62 G. Termination of Payroll Deduction

63 If an employee has completed a payroll deduction authorization card and
desires to stop paying dues, the employee shall revoke the authorization in
accordance with the "Authorization to Discontinue Payroll Deductions of
Union Dues Form". The form must be sent by mail to Academic Human
Resources and the Union. Payroll deductions of membership dues shall
remain in effect until revoked by the Employee. When revoked,
deduction of membership dues will cease as of the payroll period
following the receipt of the notice by EMU.

64 Payroll deduction authorizations will remain in effect and continue as
specified in this Article, unless revoked as specified above. An Employee
shall cease to be subject to deductions following the pay period in which
the Employee's employment in the Bargaining Unit terminates

65 H. Refunds

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

67 I. The Employer Save Harmless

68 The Union agrees to indemnify, protect and save harmless the Employer
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 Employer for the purpose of complying with the provisions of this
Article.

69 J. Limit of the Employer's Liability for Remittance or Payment of Payroll
Deductions

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

71 In the event 2012 Public Act 349 is repealed or rendered ineffective as a
result of voter, final judicial determination (including the exhaustion of all
available appeals), or legislative action, the provisions of Article IX,
"Membership Dues and Service Fees", contained in the 2013-2016
Collective Bargaining Agreement between EMU and the Union, shall
become effective per the time frame established by such voter, judicial, or
legislative action, so long as such provisions are in compliance with the
law.

ARTICLE X *GRIEVANCE PROCEDURE*

72 A. Definitions

73 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.

74 2. A "grievant" is the party alleging a grievance and who has been
harmed by the alleged violation.

- 75 3. A “grievance form” is the official form upon which all grievances shall be submitted. The grievance form shall set forth the nature of the grievance, the facts upon which it is based, the specific Article(s) and Section(s) violated, the harm suffered by the grievant, and the remedy requested.
- 76 4. An “informal consultation” is any discussion between the Employer and Employee that may occur before a Special Conference (pursuant to Article XXIII of this Agreement), or Step I of the official grievance procedure as indicated in Article X. E., relating to a problem identified by either party.
- 77 B. Construction
- 78 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 EMU’s Assistant Vice President for Academic Affairs, the Union’s President, or their respective designees. Any such agreement reached between the Union and the Employer shall be binding on the Union, the Employer, and Employees.
- 79 C. Basic Provisions
- 80 1. The Union’s Grievance Officer and the EMU’s Assistant Vice President for Academic Affairs shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeal, notices of extension, and all other correspondence exchanged between the Union’s and the Employer’s representatives pursuant to the processing of grievances. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties’ representatives.
- 81 2. Failure to initiate any grievance within the specified time limits by the Union or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the specified time limits on the part of the Union shall cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance. The time limits may be extended by mutual written consent of the parties. Failure to comply with the time limits on the part of any administrative representatives will permit the grievance to proceed to the next step.
- 82 3. An Employee who participates in the grievance procedure will not be subject to discipline or reprisal because of such participation.

- 83 D. Adjustment of Informal Complaints
- 84 Any individual Employee or group of Employees may at any time present informal complaints through an informal consultation with the Employer. Said complaints may be adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. Any such adjustments will be reduced to written form and will be conveyed to the Employee(s) and the Union at the time the adjustment is reached.
- 85 If either the Employee or Employer determines that a successful adjustment cannot be reached through the informal consultation between the Employee and the Employer, the Employer will notify the Employee and the Union in writing with a copy to Academic Human Resources. Upon receipt of this written notification, the Employee may choose to contact the Union to request a Special Conference (pursuant to Article XXIII of this Agreement), or begin the formal grievance process as described in Article X.E.
- 86 E. Grievance Procedure
- 87 1. Step I
- 88 A Step I grievance shall be filed in writing on the official grievance form by the Union. No Step I grievance will be entertained or processed unless it is submitted within twenty (20) working days of the date the Employer notifies the Union in writing that an informal consultation did not result in resolution of the alleged issue. If pursuant to Article X.D. above, a Special Conference is requested by either party during this period to discuss and/or resolve the issue, the timeline described herein shall be suspended until either a success resolution is reached, or the parties cannot agree to a resolution. 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.
- 89 The Department Head (or other appropriate administrative representative) will schedule a meeting with the Union to discuss the grievance with the grievant(s), the Union's representative, and other such person(s) s/he deems appropriate. This meeting shall be completed within ten (10) working days after the written notice of grievance is filed.
- 90 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 five (5) working days following the Step I meeting.

- 91 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.
- 92 2. Step II
- 93 If the grievance is not resolved at Step I, the Union may, within ten
(10) working days of the Step I response, appeal the grievance to the
Dean of the College in which the Employee is employed (or other
appropriate administrative representative) with a copy to the
Employee's Department Head (or other appropriate administrative
representative), and the Assistant Vice President for Academic
Affairs. Such appeal shall be made in writing, and shall set forth the
Union's objections to the Step I response.
- 94 The Dean (or other appropriate administrative representative) will
schedule a meeting with the Union to discuss the grievance with the
grievant(s), the Union's representative, the Department Head (or
other appropriate administrative representative), and other such
person(s) s/he deems appropriate. This meeting shall be completed
within ten (10) working days after the written notice grievance is
appealed to Step II as above provided.
- 95 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 five (5) working days
following the Step II meeting.
- 96 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.
- 97 3. Step III
- 98 If the grievance is not resolved at Step II, the Union may, within ten
(10) working days of the Step II response, appeal the grievance to
the Assistant Vice President for Academic Affairs with a copy to the
Dean and the Department Head (or other appropriate administrative
representative(s)). Such an appeal shall be made in writing, and
shall set forth the Union's objections to the Step II response.
- 99 The Assistant Vice President for Academic Affairs or his/her
designee will schedule a meeting with the Union to discuss the
grievance with the grievant(s), the Union's representative(s), the
Department Head, Dean, or other appropriate administrative
representative(s) involved at Step I and Step II, and such other
person(s) s/he deems appropriate. This meeting shall be completed

- within ten (10) working days after the grievance is appealed to Step III as above provided.
- 100 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)).
- 101 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 five (5) working days following the Step III meeting.
- 102 4. Step IV—Arbitration
- 103 If the grievance is not resolved at Step III, the Union may submit the grievance to final and binding arbitration. Within ten (10) working days of the Step III response, the Union shall provide written notice to the Assistant Vice President for Academic Affairs of its intention to submit the dispute to arbitration. No new claims may be submitted to arbitration. The Assistant Vice President for Academic Affairs and the Union will first meet to select a mutually agreeable neutral person to arbitrate the dispute. If the parties are unable to agree upon a neutral person, the selection shall be made in accordance with the rules of the American Arbitration Association (AAA). Submission to AAA shall be written, with simultaneous written notice to the Assistant Vice President for Academic Affairs, and if not filed and noticed within thirty (30) calendar days of the Step III response, the grievance shall be barred.
- 104 F. The Arbitration Hearing and the Arbitrator's Decision and Award
- 105 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.
- 106 The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall s/he exercise any responsibility or function of the Employer or the Union. This is not intended to restrict the authority of the Arbitrator to the determination of issues of procedural compliance only, and s/he 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 XI.

STRIKES AND LOCKOUTS

- 107 A. It is agreed that on the part of the Union, there shall, during the term of
this Agreement, be no strike, stoppage of work or slowdown, and on the
part of EMU, no lockout.
- 108 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 Employer
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:
- 109 1. The Union's obligation to take action shall commence immediately
upon receipt of notice from the Employer that a violation has
occurred.
- 110 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:
- 111 a. Their action is in violation of the Agreement, subjecting them to
discharge or discipline.
- 112 b. The Union has not authorized the strike or suspension of work
and does not approve or condone it.
- 113 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 XII.

APPOINTMENTS AND REAPPOINTMENTS

- 114 A. Nature of the Employment Relationship
- 115 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 Eastern Michigan University.
- 116 B. Term Appointments
- 117 1. There are three (3) ranks to which Employees may be appointed:
Lecturer I, Lecturer II and Lecturer III. The minimum requirements
for appointment to each Lecturer rank are set forth below:
- 118 a. 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.

- 119 b. Lecturer II: Masters degree plus thirty (30) hours toward a terminal degree, All But Dissertation status (ABD) or equivalent as determined by Department Head.
- 120 c. Lecturer III: An earned doctorate, terminal degree that is recognized as equivalent to the doctorate in the applicable Departmental Evaluation Document, or equivalent as determined by the Department Head.
- 121 2. Employees shall be provided one (1) year term appointments, from September 1 to August 31, until they have completed two (2) consecutive years of full-time (100%) employment at Eastern Michigan University. Employees shall be provided notice of their reappointment on or before April 1.
- 122 3. Following the successful completion of two (2) consecutive years of full-time (100%) employment at Eastern Michigan University, a presumption of rehire shall take effect. Employees will be provided three (3) year term appointments, from September 1 of the first year until August 31 of the third year of the appointment, but in no event will any such individual appointment extend beyond the expiration of this Agreement or any extension thereof. (Employees whose individual appointments would have continued but for the expiration of this Agreement will be reinstated and will continue subject to the terms of any new or revised Agreement between the Employer and the Union.) Employees who are given a three (3) year term appointment will be provided notice of reappointment on or before December 10 of the third year of their appointment. Should such notification not be made in a timely manner, however, there will be a presumption of rehire for a consecutive three (3) year period, subject to the availability of work and other terms and conditions of this Agreement. The presumption of rehire during this period does not preclude, however, the possibility of termination for just cause, or any other conditions of non-reappointment as specified in this Agreement.
- 123 4. During each year of their appointment, Employees will receive teaching assignments during the eight (8) month base academic year (Fall and Winter semesters). Assignments beyond the base academic year (e.g. Summer term teaching assignments, Extended Program assignments, etc.) shall be at the sole discretion of the Employer. Such additional work assignments shall not be subject to dispute or right of review through the grievance and arbitration provisions of this Agreement.
- 124 5. 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 XVIII.

- 125 6. Individuals who are initially appointed and commence work at Eastern Michigan 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.

126 C. Conditions of Employment

- 127 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).

128 D. Modification of Assignments

- 129 The parties recognize and agree that there are numerous factors that make it difficult for the Employer 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.

- 130 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 Employer at any time. In those circumstances in which the Employer changes or cancels, in whole or in part, an Employee's assignment, the Employer agrees to inform Employees and the Union of said action and make reasonable adjustments in order to permit Employees to be retained over Part-Time Lecturers and other Employees, as provided in Article XII.E. below. If the Employee's assignment is changed or cancelled, in whole or in part, so that the Employee loses total access to health insurance benefits under this Agreement, the Employer will inform the Employee and the Union, in writing, of the reasons for the alteration or cancellation of the assignment.

131 E. Priority for Retention

132 If an Employee's assignment is reduced to not less than 60% of a full-
time load, the Employer may, but shall not be required to, reassign other
courses to the Employee as provided in paragraphs E.1. and E.2. below.

133 If an Employee's assignment is reduced to less than 60% of a full-time
load, the Employer will make reasonable efforts to restore the Employee
to at least a 60% assignment, utilizing the procedures set forth below.

134 1. Where practical (i.e., in the judgment of the Department Head it is
appropriate),² the course(s) assigned to Part-Time Lecturers within
the Employee's home department (excluding courses offered
through Extended Programs) will be reassigned from the Part-Time
Lecturer to the Employee, provided:

135 a. The Employee holds an equal or higher level academic degree
than the academic degree held by the Part-Time Lecturer(s)
from whom the course or courses are to be reassigned.

136 b. The Employee is qualified (as determined by the Department
Head)³ to teach the course(s) that could be transferred to
his/her load.

137 c. The Employee has taught the course(s) two or more times over
the last five years.

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

139 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 Extended Programs)
assigned to other Employees in the Employee's home department
with fewer years of service to the Employer will, where practical
(i.e., in the judgment of the Department Head it is appropriate),³ be
reassigned to the Employee provided:

140 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.

1341 b. The Employee is qualified (as determined by the Department
Head) to teach the course(s) that could be transferred to his/her
load.

² The Department Head's judgment shall not be subject to dispute or right of review under the
Grievance and Arbitration provisions of the Agreement.

³ The Department Head's judgment shall not be subject to dispute or right of review under the
Grievance and Arbitration provisions of the Agreement.

- 142 c. The Employee has taught the course(s) more times than the
Employee from whom courses are to be reassigned.
- 143 d. The assignment and transfer of the course(s) can be completed
prior to the first day of classes.
- 144 Notwithstanding the foregoing, the parties expressly agree that the
Employer 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
Employer and shall not be subject to dispute or right of review under
the provisions of the Grievance and Arbitration procedures of this
Agreement.
- 145 Employees whose assignments are reduced below 60% and cannot
be immediately restored will 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 will be notified in writing of their
placement on the restoration list. A copy of said notice will be
concurrently served on the Union. While on the restoration list,
such Employees will be offered assignments in their home
department in years of service order (longest service first), provided:
- 146 • The assignment can be made prior to the beginning of classes.
- 147 • The person is qualified (as determined by the Department Head)³
to teach all courses constituting the load s/he would be assigned.
- 148 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, s/he will receive the same base
compensation (adjusted for his/her workload) and benefits s/he
enjoyed at the time s/he was placed on the restoration list.
- 149 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
Part-Time Lecturers), who shall have priority for retention over all
members of the Bargaining Unit.

³ The Department Head's judgment shall not be subject to dispute or right of review under the
Grievance and Arbitration provisions of the Agreement.

150 F. Course Schedules and Teaching Assignments

151 The Employer shall have sole discretion in the development of course schedules, on and off campus, in all academic terms (e.g., Fall and Winter semesters, Summer term, Short Term Workshops, etc.), and in all academic departments and Extended Programs. 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 Employer, if it elects to revise its course offerings, may adversely affect the teaching schedules of Employees.

152 In addition, the Employer 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 Employer shall be recognized as decisions that fall within the Employer's right to manage and shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.

153 G. Notice of Appointment and Reappointment

154 Upon initial hire, an Employee shall be provided with written notice of appointment. The notice of appointment will describe the specific work to be performed, the initial salary, the period of time for the work to be performed, specific responsibilities and duties, and will include by reference his or her rights under this collective bargaining agreement. The notice of appointment shall be signed by the Department Head or other authorized representative of the Employer. As soon as possible, the Employee will return a copy of this notice of appointment with his or her signature as an acceptance of the terms.

155 During the first two years of appointment, written notice of reappointment shall be provided to the Employee, with a copy to the Union, on or before April 1 for the following academic year. After the first two years of appointment, written notice of reappointment shall be provided to the Employee, with a copy to the Union, on or before December 10 for the following academic year, pursuant to Section B.3. above.

156 H. Graduate Teaching Assignments

157 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.

158 Employees will be reviewed based on the departmental criteria for teaching graduate courses.

- 159 No later than May 15 of each academic year, each College Dean will
forward a list of full-time Employees who teach in graduate programs to
the Graduate Dean and the Union.
- 160 I. Posting
- 161 Prior to hiring any new Employee, the hiring department shall, whenever
practicable, use the Employer's web-based posting system to announce
and invite applications for existing or potential vacancies.
- 162 The posting will list the minimum qualifications necessary for a candidate
to be considered for the teaching position, and will include a general
description of the responsibilities of the position(s).
- 163 Whenever practicable, postings will be open for at least ten (10)
consecutive business days prior to an offer being made to a candidate. A
single posting may result in an offer made to one or more candidates.
- 164 The Employer will provide a description of its posting website and
posting practices to all employees on its Academic Human Resources
website

ARTICLE XIII ***TERMINATION, NOTIFICATION OF POSITION
VACANCIES UPON NON-REAPPOINTMENT, LAYOFF
AND RECALL***

- 165 A. Termination
- 166 All Employees are employed at the will of the Employer. Any Employee
may be terminated without cause in mid-appointment, in which case the
Employer shall pay the Employee an amount equal to 135% of the unpaid
wages for the remainder of his/her appointment.
- 167 Any Employee may, in the discretion of the Employer, 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 Employer. By way of illustration,
but not by way of limitation, "cause" shall be: a) serious professional
misconduct; b) the failure to perform the Employee's professional
responsibilities as set forth in this Agreement and in a manner acceptable
to the Employer (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; d)
threatening, or, without legal justification, intentionally causing injury to
any person in the workplace; e) intentionally causing damage to property
of the Employer or the property of any individual on Eastern Michigan
University grounds or in Eastern Michigan University buildings; f)
intentionally interrupting the normal daily teaching, research or
administrative operation of the Employer or directly inciting others to
engage in such actions; g) deliberately blocking the entrance or exit of
any individual to or from Eastern Michigan University facilities or

property for any reason not sanctioned by the Employer; h) engaging in any illegal activity reflecting negatively on the Employer; i) acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or local law.

168 B. Notification of Position Vacancies Upon Non-Reappointment

169 An Employee who has had two consecutive appointments and then is not
given a reappointment for reasons of budgetary considerations,
170 programmatic change, or lack of work within a department, shall be
placed on a list for notification of future position vacancies.

170 Such Employees will remain on the notification list for two years from the
date of their being placed on the notification list or until such time that
they are given a full-time appointment, whichever is shorter.

171 Whenever possible, all Employees on the notification list will be notified
via U.S. mail and/or electronic mail and given an opportunity to apply for
open full-time appointments. Normal departmental hiring procedures will
be followed.

172 It is the responsibility of the Employee on the notification list to provide
current contact information to the Assistant Vice President for Academic
Affairs and current application materials.

173 C. Notification of Layoff and Recall

174 1. Written notice of full or partial layoff will be provided by the
Employer, with copies to the Union, as soon as possible after the
decision is made, and will include the reasons(s) for the reduction as
well as language regarding benefits and recall privileges as indicated
in this Article.

175 2. Employees shall receive layoff notice no later than April 30 for the
subsequent academic year, where practicable.

176 3. It is the responsibility of the Employee on the layoff status list to
provide current contact information and updated application materials
to the academic unit. An Employee on layoff status will be directed
to check the Employer's web-based posting system for appointment
opportunities. Employees on layoff who want to be considered for
existing or potential openings in other disciplines should file an
application (s) on the Employer's Jobs website. An Employee will be
notified of a recall offer via U.S. mail and electronic mail by the
academic unit, with copies to the Union.

177 4. An Employee on layoff retains rights of recall for two years or until
s/he has rejected offers of recall in two consecutive semesters,
whichever is sooner. An Employee must provide written notice of
rejection of an offer of recall to the academic unit in a timely manner
as defined in the notice of potential recall. An Employee who rejects
offers of recall will be given the same rights to notice and

opportunities for recall while on layoff status that the Employee had prior to rejecting the offer of recall.

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

179 D. Access to EMU Facilities While on Layoff

Employees placed on layoff status retain the same access to general EMU facilities as Employees not on layoff. For example, such Employees may visit and use museums, galleries, special collections, and libraries with regular faculty borrowing privileges. After meeting specific fee requirements, Employees may also continue to participate in campus parking, use recreational sport facilities, and obtain athletic tickets. Additionally, Employees on layoff will continue to have full use of the email system.

ARTICLE XIV. *RESIGNATIONS*

- 180 In the interest of providing the Employer 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 XV. *OUTSIDE EMPLOYMENT*

- 181 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 Eastern Michigan University.

ARTICLE XVI. *RESPONSIBILITIES AND PROFESSIONAL DEVELOPMENT*

182 A. Employee Responsibilities

- 183 1. The primary professional responsibility of the Employee 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 (i.e. professional

development) in order to ensure a high quality education for their students, meeting assigned classes, assigning and submitting grades in accordance with established Eastern Michigan University schedules, providing enrollment data and such other information as corrected class lists, etc., as may be required by the Employer. 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.).

- 184 2. Syllabi will be prepared in accordance with Eastern Michigan 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.
- 185 3. All Employees are encouraged to be active members of the Eastern Michigan University community and participate in service-related activities to the extent that they are permissible under the Departmental Input Document applicable to Faculty in the department(s) to which an Employee is assigned, and Eastern Michigan University policy.

186 Office Hours

Employees shall post and hold five (5) scheduled 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. Additionally, Employees must make themselves available (electronically or by appointment) to students five (5) hours per week outside normal office hours for consultation.

187 Online and Hybrid Instruction

Employees who develop online materials for classes retain all rights of ownership of the materials so developed. The Employee certifies that all appropriate copyrights were observed. At the Employee's option, s/he may sign over the online class materials to the Employer. Employees will receive no stipends to develop courses or grading stipends to teach more students than allowed by the course cap.

188 B. Employer Responsibilities

- 189 1. To facilitate the completion of these professional responsibilities, the Employer will provide without cost to all Employees a designated workspace with computer and phone, and full participation in the Computer Refresh Program on the same basis as tenured and tenured

track faculty, departmental mailbox, library privileges, e-mail account, parking permits, the use of printing, scanning, and copy machines for instructional materials used for EMU courses, any office supplies provided to other instructional staff, and opportunities for professional development.

190 2. Each Employee will be provided the Employer's IT services on the same basis on which they are provided to other instructional faculty.

191 3. Employees will be provided with the clerical assistance consistent with normal practices of their department.

192 4. Notification to Employees

193 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 the Employee's 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; or (5) via the Employer's electronic mail system. (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.)

194 C. Professional Development

195 1. The Employer and the Union recognize the value of substantive professional development activities that may be undertaken by Employees to enhance their delivery of classroom instruction and/or expand their professional knowledge base. Such activities may include, but are not limited to, advanced course work and continuing education in the Employee's discipline or related area of specialization.

196 2. Any professional development opportunities that are provided by EMU, its colleges, departments, sections, or programs, such as workshops, institutes, training sessions, or other professional development opportunities shall be made available to Employees on the same basis as they are available to tenured and tenure-track faculty, where appropriate and relevant to the members of the unit, including equal access, notification, invitation to attend, and equal distribution of honoraria and stipends.

197 D. Distinguished Teaching Award

It is hereby agreed by and between the Employer and Union that the Employer shall adopt a Distinguished Teaching Awards program for Employees.

ARTICLE XVII

WORKLOAD

- 198 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%) norm⁴ for the Fall and Winter semesters.⁵
- 199 The full-time (100%) norm for Employees in the Library shall be thirty-seven and one-half (37 ½) scheduled hours per week.
- 200 All Employees shall be assigned a home department by the Employer, 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.
- 201 Courses identified as part of an Employee's teaching load may include classes offered at various locations (on-campus as well as off-campus) and various times (weekdays as well as weekends), except those classes identified as non-traditional (defined below). Non-credit courses, workshops, and courses taught for specialized groups and not available to the entire student body shall not be scheduled as part of an Employee's teaching load.
- 202 Current employees who teach non-traditional classes as part of load may continue this practice. Current employees who have not taught non-traditional classes as part of load previously and new hires cannot be assigned non-traditional classes as part of load.
- 203 The Employer and the Union are committed to providing quality educational opportunities to our diverse student population, recognizing that in certain cases, delivering programs and classes in non-traditional ways may be necessary. Some examples include classes taught in a

⁴ It is agreed that the fifteen (15) credit hour load may be adjusted in accordance with any accreditation standards adopted by the Employer. 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 offsetting 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).

⁵ Summer teaching assignments are made at the sole discretion of the Employer and are not subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.

compressed format (classes less than three [3] weeks), classes taught during inter-sessions or University breaks, and classes taught overseas (study abroad).

- 204 When assigning non-traditional classes, the Faculty in each department/program will be given the first opportunity to teach non-traditional courses. If there is not a qualified Faculty volunteer, the Full-Time Lecturers in the department/program will be given the next opportunity to volunteer to teach non-traditional courses.
- 205 Typically, Employees will teach these non-traditional classes as a supplement to their regular pay.
- 206 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 Extended Programs. 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.
- 207 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.
- 208 A. Equivalency Credit
- 209 When schedules are assigned, the Employer 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 Employer shall be recognized as decisions that fall within the Employer's right to manage and shall not be subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.

ARTICLE XVIII *INPUT AND COMMUNICATIONS*

- 210 A. Input
- 211 Each academic department, including the University Library, has a Departmental 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 will be allowed.
- 212 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.
- 213 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.

214 B. Communications

215 Employees shall have full access to all communications and documents including announcements, agendas, minutes, and other department items of business pertinent to their assignments.

216 Employees shall be given the opportunity to confer periodically with their Department Head on qualifications, curriculum, instruction, and workload issues.

217 In the first month of fall and winter semesters, each department/school will hold a meeting for Employees to explain ongoing EMU, College or Division, Department/School and Program practices (policies, rules, and regulations), to discuss curriculum, instruction, and workload issues, and to solicit advice and recommendations from Employees regarding departmental matters. The Union and Employees shall be notified in writing at least two weeks in advance of the meeting. Each academic unit will make fifteen (15) minutes available to the Union during the meeting.

218 Prior to scheduling courses for each semester, each Employee will have the opportunity to provide information in writing regarding preferred teaching assignments, willingness to teach overload courses, and preferred days, times, and locations of classes. For Employees who are assigned off-campus student teaching or clinical supervision, Employees may request placement in a particular geographic area. Final decisions regarding any of the above items rest solely with the Employer.

ARTICLE XIX. EVALUATION AND PROMOTION

219 A. All Employees shall be subject to evaluation by the Employer. The evaluation of Employee performance includes student evaluations, classroom observations, an assessment of an Employee's professional development, as well as other appropriate items as indicated in this article.

220 Employees who are scheduled for evaluation in an upcoming academic year shall be notified in writing by April 1st of the academic year preceding the evaluation. A list of Employees scheduled for evaluation shall be provided simultaneously to the Union.

221 A Department Head may, in consultation with the College Dean, require a previously unscheduled evaluation of an Employee, should evidence of serious performance problems arise. In all such cases, such notification of an unscheduled evaluation must be provided to the Employee, concurrently with written notification to the Union, within thirty (30) calendar days of when the Department Head first becomes aware of the problem. Such evaluations will follow the Periodic Evaluation and remediation procedures described below.

- 222 Student Evaluations and Classroom Observations 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.
- 223 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.
- 224 For evaluation and for the 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.
- 225 Evaluations conducted under this agreement can have the following
outcomes:
- 226 **Exceeds expectations**
Meets expectations
Does not meet expectations
- 227 B. Types of Evaluations
- 228 There are three (3) types of evaluations:
- 229 1. Initial Evaluations
- 230 Initial Evaluations are conducted in the first year of an Employee's
initial appointment period. Initial Evaluations include the
following:
- 231 Student evaluations, where available. Student Evaluations shall be
conducted in accordance with Eastern Michigan 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 the department in which an
Employee teaches. Student evaluations are conducted in each Fall
and Winter academic term. Employees shall be responsible for
retaining all original copies of approved student evaluation forms
for the period of time that they are applicable to future evaluations
of the Employee.
- 232 Classroom Observations. Classroom observations shall be

- conducted during the initial evaluation of instruction. Classroom observations shall be conducted by the Department Head (or his/her designee), and shall be scheduled with reasonable advance notice. Results of classroom observations shall be provided to the Employee in written format within ten (10) working days of the observation, with copies to the Employee's personnel file.
- 233 Course Materials. Examples of course syllabi, assignments, exams, or other supportive material that further informs the Employee's teaching effectiveness or approach to teaching.
- 234 Employees must submit their evaluation materials as a package (including student evaluations, classroom observations, course materials, etc.) to their Department Head no later than February 1st.
- 235 2. Periodic Evaluations
- 236 Periodic evaluations are conducted in the second year and in every fourth year following the original appointment year or the last promotion, and shall include the following:
- 237 Annual Activity Reports. By no later than October 15th of each academic year every Full-time Lecturer shall complete and submit an Annual Activity Report to his/her Department Head. The Annual Activity Report shall include a summary list of courses taught in the previous year and a summary list of professional development or other activities related to job performance that the Employee engaged in during the previous year. Employees shall have an opportunity to indicate interest in developing, revising, or teaching additional courses or other relevant job activities on the Annual Activity Report. The information contained in the Annual Activity Report shall provide the basic data for all subsequent evaluations. All Annual Activity Reports for the period under review shall be considered for the periodic evaluation.
- 238 Student Evaluations. Student Evaluations shall be conducted in accordance with Eastern Michigan 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 the department in which an Employee teaches. Student evaluations are conducted in each Fall and Winter academic term.
- 239 Classroom Observations. Classroom observations shall be conducted during any periodic evaluation of instruction. Classroom observations shall be conducted by the Department Head (or his/her designee), and shall be scheduled with reasonable advance notice. Results of classroom observations shall be provided to the Employee in written format within ten (10) working days of the observation.
- 240 Course Materials. Examples of course syllabi, assignments, exams,

or other supportive material that further informs the Employee's teaching effectiveness or approach to teaching.

241 Employees must submit their evaluation materials as a package
(including student evaluations, classroom observations, course
materials, etc., to their Department Head no later than February 1st.

242 3. Promotion Evaluations

243 Employees are eligible to apply for promotion as indicated in
Section E below, and must notify their Department Head by
October 15th of the year in which they intend to apply. Evaluations
for promotion shall include the following at a minimum:

244 Annual Activity Report. By no later than October 15th of each
academic year every Full-time Lecturer shall complete and submit
an Annual Activity Report to his/her Department Head. All Annual
Activity Reports for the period under review shall be considered
for the promotion evaluation.

245 Student Evaluations. Student Evaluations shall be conducted in
accordance with Eastern Michigan 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 the department in which an
Employee teaches. Student evaluations are conducted in each Fall
and Winter academic term.

246 Classroom Observations. Classroom observations shall be
conducted during any periodic evaluation of instruction. Classroom
observations shall be conducted by the Department Head (or
his/her designee), and shall be scheduled with reasonable advance
notice. Results of classroom observations shall be provided to the
Employee in written format within ten (10) working days of the
observation.

247 Course Materials. Examples of course syllabi, assignments,
exams, or other supportive material that further informs the
Employee's teaching effectiveness or approach to teaching.

248 Self-Evaluation. Each Employee shall prepare a narrative
statement (approximately 3-5 pages) covering the period under
review. A self-evaluation shall include, but not be limited to, the
following items:

249 a. The Employee's teaching philosophy

250 b. A reflection on teaching experience or teaching
effectiveness at EMU

251 c. Curricular or pedagogical innovations the Employee has
developed

Employee, and the results of student, and Faculty and/or Department Head evaluations of teaching or professional performance,

261 Employees 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.

262 D. Remediation

- 263 1. If, in any Periodic evaluation, the Employee does not meet expectations for performance, the Department/Section Head and the Employee, with Union Representation, shall develop a remediation plan. The remediation plan shall include specific outcomes and a timeline for improvement.
- 264 2. Following the period specified in the remediation plan, the Employer will place documentation of the Employee's success in meeting the goals in the Employee's personnel file. Successful completion of the remediation plan shall create a presumption of rehire for the next appointment cycle, as defined in Article XII (Appointments and Reappointments). If the Employee does not successfully complete the remediation plan, the Employee may not be reappointed for subsequent appointment cycles.
- 265 3. If an Employee does not meet expectations for performance in her/his Initial evaluation or the Periodic evaluation that takes place in her/his second year of employment, s/he shall be appointed to an additional one-year appointment (rather than being appointed to a three-year appointment), during which time the Employee must successfully complete a remediation plan to be eligible for rehire.
- 266 4. Successful completion of a remediation plan shall not alter the Employee's normal cycle of Periodic Evaluation.

267 E. Promotion

268 There are three (3) ranks to which Employees may be appointed or advanced: Lecturer I, Lecturer II, and Lecturer III. The minimum requirements advancement to each Lecturer rank are set forth below.

- 269 1. Promotion with Credentials

Upon providing to EMU notice of completion of the relevant academic credentials as defined in Article XII (Appointments and Reappointments), an Employee shall be promoted to Lecturer II or Lecturer III, effective at the start of the upcoming academic year.

- 270 2. Promotion Without Credentials

271 **Lecturer I:** During the fourth (4th) year, the Employee appointed as Lecturer I may apply for promotion to Lecturer II. If the

Employee receives a rating of ‘exceeds expectations’ in student evaluation ratings, classroom visitation ratings, and provides evidence of ‘exceeding expectations’ regarding application of his/her professional development to enhance his/her classroom instruction, the Employer may waive the academic requirements for promotion from Lecturer I to Lecturer II, and from Lecturer II to Lecturer III, subject to the recommendation of the Department Head, notification of the Dean, and approval of the Provost’s Office. Such waivers shall not unreasonably be denied.

272 **Lecturer II:** During the fourth (4th) year, the Employee appointed as Lecturer II may apply for promotion to Lecturer III. If the Employee receives rating of ‘exceeds expectations’ in student evaluation ratings, classroom visitation ratings, and provides evidence of ‘exceeding expectations’ regarding application of his/her professional development to enhance his/her classroom instruction, the Employer may waive the academic requirements for promotion from Lecturer I to Lecturer II, and from Lecturer II to Lecturer III, subject to the recommendation of the Department Head, notification of the Dean, and approval of the Provost’s Office. Such waivers shall not unreasonably be denied.

273 If the Employee receives an overall rating of Meets Expectations, but does not possess the required academic credentials necessary for promotion, s/he shall not be promoted above their current rank, but shall thereafter be eligible for consideration for three-year term appointments.

274 There shall be no arbitrary establishment of a fixed proportion of Employee ranks in the University or any division thereof.

ARTICLE XX. *COMPENSATION*

275 A. The Base Academic Year

276 1. The base academic year shall consist of two (2) semesters for a total of thirty-two (32) weeks during the Employer’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 XVI.

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

278 B. Salary Period

279 All salaries of Employees shall be determined in accordance with the
terms of this Agreement. Salaries in force and effect as of the first (1st)
day of the 2018 Fall Semester shall continue in full force and effect,
except as otherwise adjusted in accordance with the express terms and
conditions of this Agreement.

280 C. Minimum Salaries

281 During the term of this Agreement, and effective September 1st, 2018,
Employees teaching a full-time (100%) load during the Fall and Winter
semesters shall be paid a salary of not less than:

Lecturer I: \$37,000

Lecturer II: \$39,500

Lecturer III: \$43,000

282 The salary for Employees whose assignments are reduced to less than
100% of a full-time load shall be prorated.

283 D. Salary Adjustments

284 1. Lump sum bonus payment: A one-time bonus payment, not to base
wages, of two hundred dollars (\$200) will be paid during the Fall
Semester 2018 to each Employee appointed effective September 1,
2017.

285 2. Effective with the beginning of the academic year 2018-2019, each
Employee appointed effective September 1, 2017, shall receive a
one and three-quarter percent (1.75%) increase in his/her academic
base salary.

286 3. Effective with the beginning of the academic year 2019-2020, each
Employee appointed effective September 1, 2018, shall receive a
two percent (2.00%) increase in his/her academic base salary.

287 4. Effective with the beginning of the academic year 2020-2021, each
Employee appointed effective September 1, 2019, shall receive a
two and one-quarter percent (2.25%) increase in his/her academic
base salary.

288 E. Order of Adjustment

289 For the determination of base academic year salary increases, any salary
adjustments provided below 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.

290 In 2018-2019, Employees below the minimum salaries in Article XX,
Section C., will be raised to these minimum salaries or receive the salary

adjustments in Article XX, Section D., whichever results in a higher salary for the Employee.

291 F. Employee Pay Options

292 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, the Employee
may do so by submitting a pay plan election form to the
Employer's Payroll Office, on forms available in Payroll, by no
later than August 1st of any given year. Changes shall not be
permitted after August 1.

293 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.

294 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.

295 2. Semi-monthly pay dates will fall on the last workday that the
University is officially open for business on or before the 15th 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.

296 3. 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
2.

297 4. 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
Summer terms will be paid pro-rata during the regular scheduled
payroll periods covering Summer terms.

298 The Employer will notify the Union within thirty (30) calendar days of
any additional salary increases approved pursuant to this provision.

299 G. Overload Pay

300 1. Effective with the beginning of the academic year 2018-2019, any
Employee who accepts a teaching assignment for a full semester
(Fall or Winter) that is in excess of the fifteen (15) credit hour

norm shall receive no less than one-thousand three-hundred and fifty dollars (\$1,350) for each additional credit hour taught.

301 2. Effective with the beginning of the academic year 2019-2020, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than one-thousand three-hundred and seventy-five dollars (\$1,375) for each additional credit hour taught.

302 3. Effective with the beginning of the academic year 2020-2021, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than one-thousand four-hundred dollars (\$1,400) for each additional credit hour taught.

303 H. Salaries for Summer Terms

304 1. Effective with the beginning of the academic year 2018-2019, no Employee will be required to accept a Summer appointment. Compensation for Summer terms shall be determined by the Employer, but in no event shall be less than one-thousand three-hundred fifty dollars (\$1,350) per credit hour.

305 2. Effective with the beginning of the academic year 2019-2020, no Employee will be required to accept a Summer appointment. Compensation for Summer terms shall be determined by the Employer, but in no event shall be less than one-thousand three-hundred and seventy-five dollars (\$1,375) per credit hour.

306 3. Effective with the beginning of the academic year 2020-2021, no Employee will be required to accept a Summer appointment. Compensation for Summer terms shall be determined by the Employer, but in no event shall be less than one-thousand four-hundred dollars (\$1,400) per credit hour.

307 I. Salaries for Pre and Post Sessions and On-Campus Workshops

308 1. Compensation for short-term workshops for which semester hour credits are granted and which are offered by an academic department and not through Extended Programs will be in the amount of four percent (4%) of the Employee's base salary per week (i.e., seven (7) calendar days).

309 2. An additional two percent (2%) of base salary per week may be offered to Employees who supervise workshops which require a twenty-four (24) hour commitment each day.

310 J. Salary Adjustment for Promotion

311 An Employee who is promoted on or after September 1st, 2018 will have his/her base academic year salary adjusted as listed below. All promotions and promotional salary adjustments shall be effective on the

September 1st following the date of the Employee's application for promotion.

312

<u>Type of Promotion</u>	<u>Base Academic Year Salary Adjustment</u>
Lecturer I to Lecturer II	\$2,500
Lecturer II to Lecturer III	\$3,500

313 K. Lecturer III Salary Adjustment

- 314 1. During the eighth (8th) or greater year in rank, an Employee may apply for a Lecturer III Salary Adjustment. With the exception of years in rank, the evaluation criteria and procedures for this recognition are identical to those employed for promotion of Lecturer II to Lecturer III specified in Article XIX, "Evaluation and Promotion," of this Agreement.
- 315 2. A Lecturer III who is awarded this recognition shall have his/her salary increased by two-thousand dollars (\$2,000) at the beginning of the next academic year. For the determination of salary increases in subsequent years, the salary adjustment shall be treated as part of base pay. A Lecturer III may apply and receive this salary adjustment to his/her base salary every eight (8) years.
- 316 3. Based upon the most recent four (4) years, applicants must achieve a rating of "exceeds expectations" in student evaluation ratings, classroom visitation ratings, and provide evidence of "exceeding expectations" regarding application of his/her professional development to enhance his/her classroom instruction.
- 317 4. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XIX of this Agreement.
- 318 5. The Employee's next Periodic Evaluation will occur no sooner than four (4) years from the successful completion of the Lecturer III Salary Adjustment.
- 319 6. If the Employee is eligible for a Lecturer III Salary Adjustment the year after a regularly scheduled Periodic Evaluation, the Periodic Evaluation will be delayed one (1) year. If the Employee chooses not to apply for the Lecturer III Salary Adjustment in the year of eligibility, the Employee must complete a Periodic Evaluation.

320 M. Supplemental Salary Adjustments

321 In addition to the increases provided herein, the Employer reserves the right to increase salaries above negotiated levels: (a) to address salary discrepancies, internal or external; (b) to match offers of employment elsewhere that would result in the resignation of the Employee; (c) to address any other salary issues. EMUFT shall be made aware of any

increases to salaries made pursuant to this action.

322 Any request for a supplemental salary adjustment, whether from the
Employee or the Employer shall be accompanied with supportive
evidence justifying the adjustment. Justifying evidence may include and is
not limited to: comparisons with comparable positions at peer institutions,
comparisons with colleagues with similar responsibilities, job
performance, additional duties and responsibilities, exceptional
professional service and development, and exceptional professional
achievement.

323 Supporting evidence shall be reviewed by the Employee's Department
Head, who shall transmit the request and supporting evidence to the Dean
accompanied by the Department Head's recommendation based on the
evidence. The Dean shall conduct a review of the evidence and the
Department Head's recommendation and shall pass on a recommendation
to the Provost for a final review and approval/disapproval of the Dean's
recommendation. The Employee and the Union shall be informed of the
Provost's final decision with written justification based on the supporting
evidence.

324 N. Substitution Pay

- 325 1. An Employee who agrees to substitute for another absent
Employee (due to illness or short-term disability) shall be
compensated as provided below:
- 326 a. For each course taught, the Employee shall be compensated
after the first (1st) one (1) hour of substitution at the rate
of \$46.00 per contact hour class met or per two (2) lab
contact hours met.
- 327 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 the Employee at the rates specified in
Section G. of this article commencing with the first hour of
substitution, prorated for the remainder of the term.

328 O. Sponsored Grants and Contracts

329 When a full-time Employee is appointed to a sponsored grant project,
concurrent with a full-time appointment, additional compensation is not
allowed when on the grant (overloads, summer pay, and other forms of
compensation). Release time, travel expenses, and other perquisites may
be allowed, subject to administrative approval, and subject to funding
provided by the grant. An Employee appointed to a sponsored grant
project as part of a full-time assignment may be offered an overload
teaching assignment pursuant to Article XIX. J., subject to administrative
approval.

ARTICLE XXI.

LEAVES OF ABSENCE

330 A. Paid Sick Leave Days

331 1. Paid Sick Leave Days

332 Each Employee on a full-time (100%) academic year appointment will be granted six (6) paid sick leave days per calendar year (i.e. January 1 – December 31). In recognition of their differential assignment, each Library Employee will be granted one additional paid sick leave day if they are assigned to work half time in the full Summer term, or full-time in either or both the Summer II or Summer III terms. For purposes of clarification, no more than one (1) additional paid sick leave day will be granted an Employee, irrespective of whether the Employee is assigned full- Summer work, or one-half (1/2) time Summer II and one-half (1/2) time Summer III work. Further, no pro-rata assignment paid sick leave days will be provided Employees who work one-half (1/2) time in only one (1) Summer term. Paid sick leave days will be credited to each Employee on a prorated basis at the time of initial appointment and on January 1 thereafter.

333 Employees on less than a full-time academic year appointment will receive prorated paid sick leave days according to the percentage and the duration of their appointment.

334 Unused paid sick leave days will accumulate from year to year, but in any event will not exceed a total of twenty-five (25) paid sick leave days. Any accumulated paid sick leave days cannot be paid out as a cash option upon the Employee's separation from the University.

335 2. Use of Paid Sick Leave Days

336 a. Paid sick leave may be used on any day on which an Employee is scheduled to work.

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

338 c. If an Employee is disabled and absent from work because of a compensable accident or injury (i.e. one covered by Workers' Compensation), the Employee may elect to utilize the Employee's paid sick leave entitlements to cover the monetary difference between the Employee's 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 paid sick 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 lesser.

- 339 d. For any absence which is chargeable to paid sick 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 H. below.
- 340 e. Paid sick 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 the Employee's immediate family, subject to the following limitations:
- 341 (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.
- 342 (2) "Immediate family" for the purpose of this provision shall be defined as: spouse, 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.
- 343 (3) Where practical, requests for the above shall be made in advance to the Department Head.
- 344 f. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of these provisions.
- 345 g. The Employer will make available to each Employee on a monthly basis, a record of the Employee's accumulated paid sick leave. This information is available in departmental offices.
- 346 h. Paid sick 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 paid sick leave on that basis.

347 B. Family and Medical Leave Act (FMLA) of 1993, as Amended

- 348 1. An Employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the Employee's request for leave under the FMLA, or the date on which the leave commences, whichever comes first, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:
- 349 a. For a birth of a child of the Employee and to care for such child.
- 350 b. For the placement of a child with the Employee for adoption or foster care.
- 351 c. To care for a spouse, child, or parent of the Employee if the former has a serious health condition, or
- 352 d. Because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position.
- 353 2. The taking of a FMLA leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any Employee who returns from leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the Employee would have been entitled had the Employee not taken the leave.
- 354 3. Employees who take an FMLA leave for the intended purpose of the leave will be entitled, on return from leave, to be restored by the Employer to the position of employment held by the Employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 355 4. During the period of FMLA leave, the Employer 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 Employer shall have the right to recover the premiums paid for maintaining coverage for the Employee under such group health

plan during the period of a FMLA leave if the Employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the Employee to leave under paragraphs B.1.c. or B.1.d. above, or other circumstances beyond the Employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA.

- 356 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.)
- 357 6. Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for the Employee's child or spouse who is suffering from a serious health condition.
- 358 7. An eligible Employee who foresees that s/he will require a leave for the birth/care of a child or for the placement of a child in the Employee's home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Employee must provide as much written notice as is practicable under the circumstances.
- 359 8. An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to Employer operations. Such an Employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Employee must provide as much written notice as circumstances permit.
- 360 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.
- 361 10. If a requested leave is because of a serious health condition of the

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

362 11. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs B.1.c. and B.1.d., the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

363 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 Employer and the Employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph B.1.c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the Employee to transfer temporarily to an available alternative position offered by the Employer for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Employee's regular position.

364 13. The provisions of paragraphs B.1-B.12 above are intended to comply with the Family and Medical Leave Act of 1993, as amended, 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.

365 C. Unpaid Medical Leave

366 1. Upon proper application, an Employee who has exhausted his/her entitlement to the benefits provided for in Section A. above will, if eligible, be placed on Family and Medical Leave Act (FMLA) leave, pursuant to the provisions of Section B. above.

367 2. An Employee who is unable to work because of illness or injury and is ineligible for, or has exhausted, his/her FMLA leave entitlements as provided in Section B. above, shall, upon proper application, be placed on unpaid medical leave for a period of up to one (1) semester. An Employee may also request an extension of

medical leave. If approved by the Employer, said extended medical leave shall be without pay for a period of up to one (1) semester. Said leaves may be further extended at the Employer's discretion for additional periods of up to one (1) semester, but the total period of the leave time, including any FMLA leave, shall not exceed two (2) full years.

- 368 3. The Employer may require the Employee to submit a statement
from his/her physician in support of any request for medical leave,
and of any such leave extension or request by the Employee to
return to work.

369 D. Bereavement Leave

370 An Employee will be allowed up to three (3) consecutive calendar days
without loss of pay or benefits, to attend the funeral of a member of the
Employee's immediate family. "Immediate family" for purposes of this
provision shall be defined as: husband, wife, 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. For any individual not
listed above, three (3) days of bereavement leave may be requested. Such
requests shall not be unreasonably denied.

371 In those limited instances where extenuating circumstances associated
with the death of a member of the Employee's immediate family (e.g., the
geographic location of the funeral and/or legal obligations that must be
assumed by an Employee) necessitate an extended leave of absence on the
part of the Employee, the Employee may request approval of up to two
(2) additional days of Bereavement Leave, which requests will not be
unreasonably denied by the Employer.

372 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.

373 E. Jury Duty

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

375 F. Military Leave

- 376 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.

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

378 Military Family Leave Provision

Eligible Employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

- 379 FMLA also includes a special entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

380 3. Time Limits for Military Leave

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

381 G. Personal Business Leave

- 382 1. Each Employee shall be granted up to two (2) days each calendar year for the purpose of attending to personal business that cannot be attended to at a time not in conflict with his/her professional responsibilities.

- 383 2. Personal business days shall be credited to each Employee at the

time of his/her initial appointment and on each January 1st thereafter. Such days shall be non-accumulative and shall be separate from and in addition to the paid sick leave days provided for in Section A.

- 384 3. Personal business leaves shall be approved in one-half (1/2) day increments, except in cases where the Employee completes his/her personal business in less than one-half (1/2) day and is able to attend scheduled classes, professional committee meetings and/or perform other professional assignments for one-quarter (1/4) day. In these instances, the Employee's personal business leave account will be debited in one-quarter (1/4) day increments, as approved by the Department Head.

385 H. Leave Conditions

386 1. Approval of Leaves

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

388 2. Time Limits

- 389 a. Where practicable, the Employee will be notified in writing within five (5) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.

ARTICLE XXII. FRINGE BENEFITS

390 A. Description and Listing

391 The Employer will provide each Employee a summary description of the Employee's fringe benefits within sixty (60) calendar days of the commencement of the Employee's regular full-time employment with Eastern Michigan University.

392 B. Eligibility

393 Employees must be on a full-time, one hundred percent (100%)
appointment to be eligible for fringe benefits.⁶ Employees whose
assignments are reduced to less than 60% of a full-time load shall be
ineligible for these benefits.

394 C. Group Medical Benefits Plan

395 Effective January 1, 2019, Employees shall have the option of
participating in one of the following benefit plan options, with benefits
equal to or substantially similar to those set forth in the Health Care
Options Booklet. 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 Employer as provided elsewhere in this
Agreement. It is also understood and agreed that such coverage will
extend through the Summer term immediately following such Employee's
base academic year assignment.

396 Comparable group medical benefits and plans may be substituted for the
options listed below, subject to the Union's approval, whose approval
shall not be unreasonably withheld.

397 1. Benefit Plan Options

- 398 a. Blue Cross and Blue Shield Community Blue Preferred
Provider Organization (PPO) Plan
- 399 b. Blue Cross and Blue Shield Health Maintenance Organization
(HMO)
- 400 c. Blue Cross and Blue Shield Flexible Blue High Deductible
Health Plan/Preferred Provider Organization Plan (HDHP/PPO)
and Health Equity Health Savings Account (HSA)

401 Participants in the Blue Cross and Blue Shield Community Blue PPO plan
shall be required to make the following contribution through automatic payroll
withholding for the cost of such coverage:

402 Yearly Premiums for Healthcare Plan (PPO)
(CY refers to calendar year beginning January 1)

⁶ Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time load will 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.

	CY 2019	CY 2020	CY 2021
Single	\$984	\$1,068	\$1,158
Two-person	\$1,970	\$2,137	\$2,319
Family w/3-4 individuals	\$2,363	\$2,564	\$2,782
Family Plus (5 or more individuals)	\$2,756	\$2,990	\$3,244

403 Participants in the Blue Cross and Blue Shield HMO plan shall be required to make the following contributions through automatic payroll withholding to the cost of such coverage:

404 Yearly Premiums for Healthcare Plan (HMO)
(CY refers to calendar year beginning January 1)

	CY 2019	CY 2020	CY 2021
Single	\$255	\$289	\$329
Two-person	\$507	\$575	\$653
Family w/ 3-4 individuals	\$633	\$718	\$815
Family Plus (5 or more individuals)	\$762	\$865	\$982

405 Participants in the Blue Cross and Blue Shield HSA Plan shall be required to make the following contributions through automatic payroll withholding to the cost of such coverage:

406 Yearly Premiums for Healthcare Plan (HSA)
(CY refers to calendar year beginning January 1)

	CY 2019	CY 2020	CY 2021
Single	\$762	\$865	\$982
Two-person	\$1,523	\$1,729	\$1,962
Family w/ 3-4 individuals	\$1,903	\$2,160	\$2,451
Family Plus (5 or more individuals)	\$2,285	\$2,593	\$2,944

407 Participants in the HDHP/PPO Plan will receive \$500 (single) or \$1,000 (two-person or family) deposited in their Health Equity HSA account.

408 Spouses who have access to employer subsidized coverage must enroll with their employer's plan for primary coverage, but may remain on the University's plan as secondary coverage only. Spouses without access to employer subsidized coverage may remain on the University's plan as primary coverage, provided proper application pursuant to section C.4.a. (mp 413) of

this article.

- 409 EMU shall provide the Union with a copy of certificates and riders for all
plans ten (10) working days prior to the open enrollment period.
- 410 1. Employees who obtain age sixty-five (65) are eligible for Medicare
benefits. With the passage of the Tax Equity and Fiscal
Responsibility Act (TEFRA), the Employer provided health insurance
plan becomes the primary health insurance carrier. Medicare
becomes the secondary health carrier for active Employees who are
age sixty-five (65) or over.
- 411 2. Additions and changes to an Employee health care coverage must be
made within thirty (30) calendar days of the event (marriage, divorce,
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 an open enrollment period.
- 412 3. To qualify for the medical benefits as above described, each
Employee must individually enroll and make proper application for
such benefits at the Benefits Office, within thirty (30) calendar days
of the commencement of his/her regular employment with the
Employer. 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 s/he enrolls and makes
proper application during the annual open enrollment period.
- 413 4. a. Provided proper application, enrollment and, where
applicable, all required payroll contributions are made by an
Employee, the Employer agrees to continue this coverage and
pay its share of the cost for maintaining the medical benefits
plans described in this Section C., for the Employee, eligible
spouse and his/her eligible dependent children under twenty-
six (26) years of age, subject to the terms and conditions
applicable to each of the respective plans.
- 414 b. In the event that either federal or state health care reform
legislation cause a substantial increase in the cost to the
Employer of providing the medical benefits described in this
Section C., the parties agree to meet promptly and to
negotiate in good faith measures for containing and reducing
that cost.
- 415 5. Group medical benefits for an Employee who is off the payroll and
absent because of an unpaid medical leave due to injury or illness
shall be continued by EMU for as long as the employee is on
unpaid medical leave, not to exceed twelve (12) months in
duration, and for as long as the Employee continues to pay the
Employee's share of the premium when due. Group medical
benefits shall be terminated if the Employee's share of the

premium is more than thirty (30) days late, provided EMU has given the employee at least fifteen (15) days advance notice advising that the coverage will terminate for non-payment.

- 416 a. The Employee may request to continue group medical benefits at his/her own expense for an additional twelve (12) months during an unpaid leave at the full group rate. Upon the termination of group medical benefits, the employee may continue those benefits as provided for under COBRA.
- 417 b. Group dental benefits for an Employee who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for up to twelve (12) weeks.
- 418 c. Thereafter, an Employee who has been granted unpaid leave may request the continuation of group dental benefits for the duration of the unpaid leave at his/her own expense at the full group rate. Upon the termination of group dental, the Employee may continue those benefits as provided under COBRA.
- 419 d. An Employee who has been granted unpaid leave may request the continuation of group life insurance benefits for the duration of the unpaid leave at his/her own expense at the full group rate for up to twelve (12) months. After twelve (12) months, the employee may continue life insurance benefits at his/her own expense by making application directly to the life insurance carrier.
- 420 e. To qualify for the benefits as described above, each Employee must individually make proper application for such benefits by applying for a leave of absence with the appropriate human resource office and providing such medical documentation as needed to make a determination of eligibility.
- 421 6. An Employee's medical benefits plan shall terminate effective at the end of the month in which the Employee is terminated, is laid off, the group medical benefits plan terminates, or the Employee goes on unpaid leave, resigns, or retires, except as otherwise provided in this Agreement.
- 422 7. In many cases COBRA requires that the opportunity to continue medical and dental benefits be extended:
- 423 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;

- 424 b. to surviving eligible spouses and dependents upon the death
 of an Employee;
- 425 c. to eligible spouses and dependent children in the event of a
 divorce or on termination of eligibility for benefits;
- 426 d. to dependent children who exceed the plan's age limitations;
- 427 e. to eligible spouses and dependents of Employees who
 become entitled to Medicare coverage.
- 428 8. Employees and the eligible spouses 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 eligible spouse sand dependents due to an Employee's
 termination of employment or reduction in hours, that period is
 determined by the U.S. Department of Labor. For benefits lost by
 eligible spouses or dependents of an Employee due to the
 occurrence of other events that trigger COBRA coverage. In
 accordance with COBRA, EMU shall require payment of a
 premium for the period of coverage continuation and shall charge
 up to the maximum premium allowed by COBRA.
- 429 9. 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.

430 D. Waiver of Medical Health Care Benefits

431 An Employee who is otherwise eligible to participate in the Employer's
 Group Medical Benefits Plan may elect to waive such coverage, provided
 s/he makes proper application to the Benefits Office, showing evidence of
 coverage through a plan other than one provided by the Employer.
 Employees for whom the waiver is granted will receive \$2,000 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
 Employer'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 based on this
 waiver payment.

432 An Employee who has decided to retain coverage for himself/herself and
 eligible dependent children but who nevertheless desires to waive
 coverage for his/her spouse, may elect to waive such coverage, provided
 s/he makes proper application to the Benefits Office showing evidence of
 coverage through a plan other than one provided by the Employer.
 Employees for whom the waiver is granted will receive \$600 per year (not
 added to base salary), prorated for the period medical health care
 coverage is waived for his/her spouse. Employees waiving coverage may
 re-enroll in the Employer'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 based on this waiver payment.

433 E. Group Life and Accidental Death and Dismemberment Insurance

434 The Employer 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 (1st) day of appointment as an Employee. Commencing with the month following completion of one (1) year of coverage as provided above, the Employer 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 \$200,000.

435 When an Employee reaches age sixty-five (65) and continues working, the Employee's insurance coverage is decreased by thirty-five percent (35%) with no further reduction based on age thereafter.

436 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 the Employee's regular employment with the Employer. 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.

437 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. However, when an Employee terminates employment with EMU, the Employee is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Employee may convert the Employee's group life insurance, without medical examination, to an individual benefits plan. The Employee will pay the full cost of such individual benefits. Plan options and availability shall be determined by the insurer.

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

439 F. Dental Care Benefits

440 1. The Employer will 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.

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

442

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

¹ \$1,000 per person total per contract year.

² Lifetime maximum benefit of \$1,500 per person.

443 Each individual qualified and receiving dental care benefits will
receive two cleanings at any time per calendar year.

444 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 the Employee's regular employment with
the Employer. 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 s/he enrolls and
makes proper application with the Benefits Office.

445 3. Provided proper application and enrollment is made by an
Employee, the Employer agrees to pay the cost for maintaining the
above described benefits plan for the employee, his/her eligible
spouse, eligible dependent children under age twenty-five (25)
years of age, at a cost not to exceed the applicable cost for full
family, two (2) persons, or single person benefits, subject to the
same rules set forth in paragraph C.5.a. above for the payment of
group medical benefit costs.

446 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 the Employee's own expense for the period mandated in the Employee's circumstances by COBRA and as provided herein.

- 447 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.
- 448 6. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the Employer's policy with its carrier.

449 SHORT TERM DISABILITY PROGRAMS

- 450 1. The Employer agrees to provide and maintain an optional Short Term Disability Insurance coverage for employees, commencing on the first (1st) day of the second semester of regular employment. Such benefits shall be equal to sixty-six and two-thirds (66 2/3%) of the employee's regular weekly salary up to a maximum benefit of three-hundred (\$300) dollars per week. Benefits shall begin on the seventh (7th) day of disability for an applicable illness or accident and may continue up to a maximum of thirteen (13) weeks.
- 451 2. Employees must use applicable sick leave days within the first seven (7) days waiting period. Employees may not receive sick leave benefits under the Employer's Sick Leave program while receiving Short Term Disability Insurance benefits.
- 452 3. To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until they complete a Personal Health Statement which substantiates insurability during the University's annual open enrollment period for Health Care. The Short Term Disability carrier makes the eligibility determination. The effective date for coverage will coincide with that of the Open Enrollment Effective Date.
- 453 4. It is understood that any employee who is not currently enrolled for Short Term Disability coverage will have one (1) opportunity to enroll in the plan during the next Open Enrollment Period (Fall 2017) and will not be subject to completing the Personal Health Statement during this enrollment period. All subsequent attempts

to enroll in the plan will be in accordance with the new language of paragraph 3.

- 454 5. The Employee who elects the Short-Term Disability Insurance Benefit agrees to the cost of providing short-term disability insurance coverage. The employee shall contribute the amount of the monthly cost of such insurance coverage, which shall be deducted from his/her pay.
- 455 6. The specific terms and conditions of the insurance company shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.
- 456 7. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overloads, and any other extra compensation.
- 457 8. Short-Term Disability Insurance Coverage shall terminate on the date that an employee terminates, is laid off, goes on a leave of absence, retires, or the short-term disability insurance plan terminates.

458 LONG-TERM DISABILITY BENEFITS

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

above described benefits plan subject to the same rules set forth in this article for the payment of group medical benefit costs.

462 4. Changes in benefit amounts based on changes in basic annual
salary occur effective with the change in base salary. Basic annual
salary excludes supplemental appointments, overloads, and any
other extra compensation.

463 5. An employee's long-term disability benefits plan shall terminate
on the date that the employee terminates, is laid off, retires, the
disability benefits plan terminates, or the employee's unpaid
medical leave of absence exceeds two full years.

464 G. Workers' Compensation Benefits

465 The Employer will insure all Employees for on-the-job injuries in
accordance with the Michigan Workers' Compensation statutes.

466 H. University Business Travel Insurance Coverage

467 1. The Employer will 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.

468 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 the Employee's regular employment with the
Employer. An Employee who fails to enroll as herein provided is
specifically and expressly excluded from such coverage until such
time s/he enrolls with the Benefits Office.

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

470 I. University Business Travel Automobile Insurance Coverage

471 1. The Employer agrees to include Employees as additional insureds
under its automobile insurance coverage. Such coverage will
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 an Employer-
provided automobile.

472 2. This coverage will also apply for Employees operating a vehicle

not provided by the Employer 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 Employer'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).

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

474 J. Banking

475 1. Direct Deposits

476 The Employer will provide direct deposit of an Employee's
paycheck into no more than two (2) accounts.

477 2. Credit Union

478 The Employer will provide Employees with optional payroll
deductions for the EMU Credit Union.

479 K. Business Travel at University Expense

480 1. Policies

481 EMU will reimburse Employees for actual and/or reasonable
expenses incurred while traveling in conjunction with University
business. Reimbursement for such expenses will be made in
accordance with University Travel Procedures.

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

483 L. Tuition Waiver Program for Employees

484 1. A tuition waiver program providing for a waiver of the full cost of
tuition for up to six (6) semester hours of credit per Fall/Winter
semester and twelve (12) credits for the Summer semester at
Eastern Michigan University, will 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.

485 2. An Employee will be eligible for a tuition waiver if s/he satisfies
the following terms and conditions:

486 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 s/he plans to register.⁷

- 487 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.
- 488 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.
- 489 d. The Employee must agree to reimburse the Employer 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 Employer for tuition waiver benefits forfeited by the Employee, the Employee shall authorize the Employer to collect such amounts through deductions from the Employee's 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.
- 490 3. Employees on full-time, one hundred percent (100%) appointments for the term or semester for which application is made will be entitled to full benefits.⁸ Employees who are appointed for the academic year, but who do not work during the Summer semester, are eligible for the tuition waiver benefit for those semesters.
- 491 4. The Employee must take courses during non-working hours.
- 492 5. An eligible Employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 493 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).

⁷ 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.

⁸ Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time (100%) load will remain eligible for the full tuition waiver benefit provided in L.1. above.

- 494 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.
- 495 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 s/he is enrolled, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Business Services.
- 496 M. Tuition Waiver Program for Employee Spouses and Dependent Children
- 497 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate tuition at Eastern Michigan University will 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 Employer to provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the Employer.
- 498 2. An eligible Employee’s spouse or dependent child will be eligible for a tuition waiver if s/he:
- 499 a. Presents evidence to the Benefits Office confirming that:
- 500 (1) S/he 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.
- 501 (2) S/he has satisfied all admission requirements and is eligible to enroll for courses.
- 502 3. A completed application for tuition waiver must be approved by the Benefits Office during the timelines outlined below:
- 503 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.
- 504 4. Failure to submit an application for approval within the required

timelines may forfeit the spouse or dependent's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Employee.

- 505 5. An eligible Employee's spouse or dependent child shall be subject to all employer's 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.
- 506 6. Tuition waiver benefits eligibility for a spouse or dependent child shall cease at the end of the semester in which the eligible Employee terminates his/her employment with the Employer. 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 Employer. If the student drops classes after the one hundred percent (100%) drop, s/he shall reimburse the Employer in full for all tuition previously waived by Eastern Michigan University.
- 507 7. An eligible Employee's spouse or dependent child shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 508 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).
- 509 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.
- 510 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 Business Services.

511 N. Flexible Spending Account

512 EMU has implemented a Flexible Spending Account (FSA) program for dependent care and contributions to the cost of health care. This program shall comply with IRS permissible guidelines as they determine the latest deadline date for use of funds in the FSA before they are forfeited by the Employee. Employees shall be notified of the annual enrollment deadline not less than ten (10) working days prior to the deadline.

- 513 To further facilitate each member's utilization of the above FSA, EMU
will pay the monthly administrative fee for this program and the debit
card option.
- 514 O. Retirement Programs
- 515 1. Employees may participate in one (1) of the following retirement
programs:
- 516 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.
- 517 b. Teachers Insurance and Annuities Association-College
Retirement Equities Fund (TIAA- CREF).
- 518 2. Each Employee must elect to participate in one (1) of these
retirement programs within thirty (30) calendar days of the
commencement of the Employee's regular employment with the
Employer. 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.
- 519 3. The Employer Contributions
- 520 a. Retirement plan contributions shall not be effective until such
time as the Employee completes the enrollment form.
Contributions shall not be retroactive.
- 521 b. The Employer will contribute the amount specified annually
by the state of Michigan for each Employee participating in
the Michigan Public School Employees Retirement System.
- 522 c. For Employees hired prior to January 1, 2017 and who
participate in TIAA, the Employer shall contribute ten
percent (10%) of the Employee's earnings to the retirement
plan.
- 523 d. Employees hired after January 1, 2017 and who participate in
TIAA, will receive retirement benefits in accordance with the
following University retirement plan. The Employer will
contribute 5% of employee earnings to TIAA with no
required employee contribution. Employees may also choose

to contribute. Employee contributions will be matched by EMU contributions according to the table below:

524

Employee Contribution	EMU Contribution	Total TIAA Contribution
0%	5%	5%
1%	6%	7%
2%	7%	9%
3%	8%	11%
4%	9%	13%
5%	10%	15%

525 4. Tax Deferred Annuities

526 The Employer agrees to make an optional Tax Deferred Annuity Program available for Employees.

ARTICLE XXIII. *SPECIAL CONFERENCES*

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

ARTICLE XXIV. *PERSONNEL FILES*

528 A. An Employee, on giving reasonable written notice, shall be permitted to review the Employee's 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. The Employee may be accompanied by a representative of the Employee's own choice at the time the file is examined.

529 B. If an Employee should become aware of information included in the Employee's 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 Employer.

- 530 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.
- 318 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 XXV. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

532 Administrative/Professional (AP) 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:

- 533 1. An Employee appointed to an AP position shall be transferred outside the Bargaining Unit for the duration of the Employee's appointment.
- 534 2. As an AP Employee, the Employee shall be subject to such terms and conditions of employment as the Employer may establish or which may otherwise govern the position to which s/he is appointed.
- 535 3. Upon the expiration of the Employee's appointment to an AP 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.
- 536 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 the Employee had not held such position.
- 537 5. The Union shall be notified within thirty (30) days of the appointment of an Employee to an AP position and within thirty (30) days of the return of an Employee to the Bargaining Unit.

ARTICLE XXVI. *COMPUTATION OF WORK TIME*

538 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:

539 One (1) full-time academic year or its equivalent = 34 weeks

540 One (1) full-time academic year or its equivalent = 1,360 hours

541 Employee appointments of less than full-time shall be prorated in
accordance with the above formula.

ARTICLE XXVII. *PAST PRACTICES*

542 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 XXVIII. *SCOPE OF AGREEMENT*

543 A. Agreement Construction

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

545 B. Entire Agreement

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

547 C. Saving Clause

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

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

ARTICLE XXIX. *DURATION AND AMENDMENT*

- 549 This Agreement shall continue in full force and effect to and including August 31, 2021. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than one-hundred fifty (150) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than one-hundred twenty (120) days prior to the expiration of the Agreement.
- 550 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, 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 June 21, 2018.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
FEDERATION OF TEACHERS
(EMU-FT)

David O. Woike, Chief Negotiator
Assistant Vice President (I)
Academic Human Resources

Jeremy Proulx, EMUFT
Co-Chief Negotiator

Daric Thorne, EMUFT
Co-Chief Negotiator

Memorandum of Understanding
By and Between Eastern Michigan University and
the Eastern Michigan University Federation of Teachers
(Representing Full-Time Lecturers)

The parties agree that pursuant to the memorandum of understanding signed by the parties on 31 May 2018 (attached), the following remaining sections of the 2016-2018 Collective Bargaining Agreement by and between EMU and the EMUFT (representing Full-Time Lecturers) are extended for the life of the new, 2018-2021 Agreement.

- Article I – Agreement
 - This Agreement is made and entered into effective September 1, 2018, by and between Eastern Michigan University (hereinafter “EMU” or “Employer”) and the Eastern Michigan University Federation of Teachers (hereinafter “Union.”)
- Article II – General Purpose and Intent
- Article III – Definitions
- Article IV – Recognition
- Article V – Management Rights
- Article VI – Academic Freedom
- Article VII – Equal Employment Opportunity
- Article VIII – Union Rights
- Article IX – Union Membership and Dues
- Article X – Grievance Procedure
- Article XI – Strikes and Lockouts
- Article XII – Appointment and Reappointments
- Article XIII – Termination, Notification of Position Vacancies Upon Non-Reappointment, Layoff and Recall
- Article XIV – Resignations
- Article XV – Outside Employment
- Article XVI – Responsibilities and Professional Development
- Article XVII – Workload
- Article XVIII – Input and Communications
- Article XIX – Evaluation and Promotion
- Article XXI – Leaves of Absence
- Article XXIII – Special Conferences
- Article XXIV – Personnel Files
- Article XXV – Transfers to Administrative Appointments
- Article XXVI – Computation of Work Time
- Article XXVII – Past Practices
- Article XXVIII – Scope of Agreement

This memorandum of understanding shall not serve to alter, modify, or otherwise establish precedent for the further interpretation or application of the Master Agreement between Eastern Michigan University and the Eastern Michigan University Federation of Teachers (representing Full-Time Lecturers).

Agreed to and accepted the _____ day of _____, 2018.

David Woike
Assistant Vice President
Academic Affairs

Jeremy Proulx
EMU FT
Co- Chief Negotiator
for Full-Time Lecturers

Daric Thorne
EMU FT
Co- Chief Negotiator
for Full-Time Lecturers

EMU Benefits Comparison

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail. If you have questions before making a plan selection, you may contact any of the plans' Member Services Departments.

Blue Cross Blue Shield of Michigan: 877-354-2583 • bcbsm.com

Vision Service Plan: 800-877-7195 • vsp.com

Blue Care Network: 800-662-6667 • mibcn.com

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Member's responsibility (deductibles, copays and dollar maximums)

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Deductibles	\$1,350 for a one-person contract or \$2,700 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$2,100 for a one-person contract or \$5,200 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$250 for one member, \$500 for two person, \$750 for the family Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$1,500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
	Deductibles are based on amounts defined annually by the federal government for Simply Blue-related health plans. Please call your customer service center for an annual update.			
Fixed dollar copays	None	None	<ul style="list-style-type: none"> \$20 copay for office visits except for chiropractic which is \$15 \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent coinsurance Note: Copays apply once the deductible has been met.	20% of approved amount	40% of approved amount	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 30% of approved amount for most other covered services
Annual Coinsurance Maximums (ACM)	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year	\$1,000 for one member, \$2,000 for two or more members each calendar year	\$2,500 for one member, \$5,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
	Services that DO NOT apply to the ACM: deductible, flat dollar copays, infertility, male mastectomy reduction, mammoplasty, male sterilization, elective abortion, TMJ, orthognathic surgery, weight reduction, DME, P&O, diabetic supplies, prescription drugs			
Annual out-of-pocket maximums – includes deductible, fixed dollar medical and Rx copays, and coinsurance.	\$2,500 for one member \$5,000 for two or more members each calendar year	\$5,000 for one member \$10,000 for two or more members each calendar year Note: Out-of-network cost-sharing does not count toward the in-network out-of-pocket maximum.	\$6,600 for one member \$13,200 for two or more members each calendar year	\$13,200 for one member \$26,400 for two or more members each calendar year Note: Out-of-network cost-sharing does not count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None		None	

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Preventive care services				
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) • 8 visits for first 12 months • 6 visits from 13 months to 23 months • 6 visits from 24 to 35 months • 2 visits per 12 months age 36 to 47 months • 1 visit per 12 months age 48 months to adult If older than age restrictions or subsequent tests, services should process according to current group specific benefits.	Not covered	100% (no deductible or copay) • 8 visits for first 12 months • 6 visits from 13 months to 23 months • 6 visits from 24 to 35 months • 2 visits per 12 months age 36 to 47 months • 1 visit per 12 months age 48 months to adult If older than age restrictions or subsequent tests, services should process according to current group specific benefits.	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year		One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay) for routine colonoscopy Note: Medically necessary colonoscopies are subject to your deductible and percent copay.	60% after out-of-network deductible	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible
	One routine colonoscopy per member per calendar year		One per member per calendar year	
Voluntary sterilizations for females	100% (no deductible or copay/ coinsurance)	60% after out-of-network deductible	100% (no deductible or copay/ coinsurance)	70% after out-of-network deductible
Prescription contraceptive devices – includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/ coinsurance)	100% after out-of-network deductible	100% (no deductible or copay/ coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/ coinsurance)	60% after out-of-network deductible	100% (no deductible or copay/ coinsurance)	70% after out-of-network deductible

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a “low-access area” by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Physician office services				
Office visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Emergency medical care				
Hospital emergency room	80% after in-network deductible	80% after in-network deductible	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible	100% if medically necessary	100% if medically necessary
Diagnostic services				
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Maternity services provided by a physician				
Prenatal and postnatal care visits	80% after in-network deductible Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible	90% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Hospital care				
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible Unlimited days	60% after out-of-network deductible Unlimited days	90% after in-network deductible Unlimited days	70% after out-of-network deductible Unlimited days
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Alternatives to hospital care				
Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible Limited to a maximum of 90 days per member per calendar year	80% after in-network deductible	100% Limited to a maximum of 120 days per member per calendar year	100%
Hospice care	80% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	80% after in-network deductible	100% (no deductible or copay) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay)
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible	100% (professional services only)	100% (professional services only)
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Surgical services				
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	80% after in-network deductible	60% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Human organ transplants				
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	80% after in-network deductible – in designated facilities only	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Mental health care and substance abuse treatment				
Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following frequency limits. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.				
Inpatient mental health care and inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days		Unlimited days	
• Outpatient clinic	80% after in-network deductible	80% after in-network deductible, in participating facilities only	100% (no deductible or copay)	70% after out-of-network deductible, must be medically necessary
• Outpatient physician's office	80% after in-network deductible	60% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)	100% (no deductible or copay)	70% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)
Autism	100% (no deductible or copay)	60% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Other covered services				
Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2012, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible
Allergy testing and therapy	80% after in-network deductible	60% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.	90% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year		Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Private duty nursing	80% after in-network deductible	80% after in-network deductible	50% after in-network deductible	50% after in-network deductible
Hearing Services	Covers two hearing aids every 36 months	Not covered	Covers two hearing aids every 36 months	Not covered
Chiropractic Services	80% after in-network deductible, but limited to 24 visits	60% after deductible, but limited to 24 visits	Covered – \$15 copay, up to a combined maximum of 24 visits per member calendar year	Covered – 70% after deductible, up to a combined maximum of 24 visits per member per calendar year

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
Benefits	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Other covered services (continued)				
Prescription drugs	Note: If you seek prescriptions drugs through Snow Pharmacy, you can fill Tier I drugs at a \$3 copay or \$7 for 90-day supply (applies to all three plans)			
For the Simply Blue (HSA), you must pay full cost (copays and coinsurance) until the deductible is met.	SNOW PHARMACY	34-day supply: Tier 1 – \$3 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay 90-day supply: Tier 1 – \$7 copay Tier 2 – \$60 copay Tier 3 – \$120 copay Tier 4 – N/A	Not Applicable	34-day supply: Tier 1 – \$3 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay 90-day supply: Tier 1 – \$7 copay Tier 2 – \$60 copay Tier 3 – \$120 copay Tier 4 – N/A
		Tier 1 – \$10 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay		Tier 1 – \$10 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay
		Mail order: Tier 1 – \$10 (35 to 90 day, \$25) Tier 2 – \$30 (35 to 90 day, \$75) Tier 3 – \$60 (35 to 90 day, \$150)		Mail order: Tier 1 – \$10 (35 to 90 day, \$25) Tier 2 – \$30 (35 to 90 day, \$75) Tier 3 – \$60 (35 to 90 day, \$150)
Vision services				
Eye Exam	Covered – \$5 copay up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$35, less \$5 copay.	Covered – \$5 copay, up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient	Covered – \$5 copay up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient	Covered – \$5 copay, up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$35, less \$5 copay.
Frames	Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.)	Covered – \$10 copay, up to predetermined amount. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.) Reimbursed up to \$45, less \$10 copay.	Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.)	Covered – \$10 copay, up to predetermined amount. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.) Reimbursed up to \$45, less \$10 copay.
Lenses	Covered – \$10 copay. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full.	Covered – \$10 copay, up to predetermined amount. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.	Covered – \$10 copay. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full.	Covered – \$10 copay, up to predetermined amount. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.
Contacts	Covered – \$130 applied toward contact lens fitting, evaluation and materials, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$105 applied toward contact lens fitting, evaluation and material, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$130 applied toward contact lens fitting, evaluation and materials, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$105 applied toward contact lens fitting, evaluation and material, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.
Therapeutic Contact Lenses	Covered – 100% after \$10 copay, must be medically necessary and VSP Providers must receive prior approval	Covered – \$210 maximum, member responsible for difference (must be medically necessary)	Covered – 100% after \$10 copay, must be medically necessary and VSP Providers must receive prior approval	Covered – \$210 maximum, member responsible for difference (must be medically necessary)

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

Benefit Comparison for Healthy *Blue Living*SM

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

PCP Focus Network (HMO)		
Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Deductible, Copays and Dollar Maximums		
Note: The Deductible will apply to certain services as defined below.		
Deductible	\$500 per member/\$1,000 per family per calendar year	\$1,500 per member/\$3,000 per family per calendar year
Fixed Dollar Copays	\$5 for allergy injections	\$5 for allergy injections
	\$20 for office visits and online visits	\$35 for office visits and online visits
	\$20 for urgent care visits	\$50 for urgent care visits
	\$100 for emergency room visits	\$100 for emergency room visits
	No fixed dollar copay for ambulance services. See below for applicable coinsurance.	No fixed dollar copay for ambulance services. See below for applicable coinsurance.
	\$20 for referral physician visits	\$45 for referral physician visits
Coinsurance	50% for select services as noted below	50% for select services as noted below
	20% for select services as noted below	30% for select services as noted below
Annual Coinsurance Maximum (ACM)	\$1,000 per member/\$2,000 per family per calendar year Services that DO NOT apply to the ACM: Deductible, Flat Dollar Copays, Infertility, Male Mastectomy, Reduction Mammoplasty, Male Sterilization, Elective Abortion, TMJ, Orthognathic Surgery, Weight Reduction, DME, P&O, Diabetic Supplies, Prescription Drugs	\$1,500 per member/\$3,000 per family per calendar year
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$6,600 per member/\$13,200 per family	\$6,600 per member/\$13,200 per family
Preventive Services		
Health Maintenance Exam	100%	100%
Annual Gynecological Exam	100%	100%
Pap Smear Screening	100%	100%
Well-Baby and Child Care	100%	100%
Immunizations – pediatric and adult	100%	100%
Prostate Specific Antigen (PSA) Screening	100%	100%
Mammography		
Mammography Screening	100%	100%
Physician Office Services		
Office Visits	\$20 Copay	\$35 Copay
Consulting Specialist Care – when referred	\$20 Copay	\$45 Copay
Emergency Medical Care		
Hospital Emergency Room (copay waived if admitted, if applicable)	\$100 Copay	\$100 Copay
Urgent Care Center	\$20 Copay	\$50 Copay
Ambulance Services – medically necessary	80% after deductible	70% after deductible

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy *Blue Living* *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Diagnostic Services		
Laboratory and Pathology Tests	Office visit copay may apply per member, per visit	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	80% after deductible	70% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	80% after deductible	70% after deductible
Radiation Therapy	80% after deductible	70% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	\$20 Copay	\$35 Copay
Delivery and Nursery Care	100% (For professional services. See Hospital Care for facility charges) after deductible	100% (For professional services. See Hospital Care for facility charges) after deductible
Hospital Care		
General Nursing Care, Hospital Services and Supplies (unlimited days)	80%, after deductible	70% after deductible
Outpatient Surgery	80%, after deductible	70% after deductible
Outpatient Facility Visits – Non-Surgical	\$10 Copay	\$10 Copay
Alternatives to Hospital Care		
Skilled Nursing Care	80%, after deductible	70% after deductible
	Up to 45 days per member per calendar year	Up to 45 days per member per calendar year
Hospice Care	100% when authorized after deductible	100% when authorized after deductible
Home Health Care	\$20 Copay	\$45 Copay
Surgical Services		
Surgery – included all related surgical services and anesthesia	See Hospital Care for inpatient and outpatient copay	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	Male – 50% after deductible	Male – 50% after deductible
	Female – 100%	Female – 100%
Human Organ Transplants (subject to medical criteria)	80%, after deductible	70% after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible	50% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	80% after deductible	70% after deductible
Inpatient Substance Abuse Care	80% after deductible	70% after deductible
Outpatient Mental Health Care	\$20 Copay	\$35 Copay
Outpatient Substance Abuse	\$20 Copay	\$35 Copay

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy *Blue* Living *continued*

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PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Autism Spectrum Disorders, Diagnoses and Treatment		
Applied behavioral analyses (ABA) treatment	\$20 Copay	\$35 Copay
Outpatient physical, speech and occupational therapy, nutritional counseling for autism spectrum disorder through age 18	\$20 Copay	\$45 Copay
Other covered services, including mental health services for autism spectrum disorder	See your outpatient mental health benefit and medical office visit benefit	See your outpatient mental health benefit and medical office visit benefit
Other Services		
Allergy Care	50% after deductible	50% after deductible
Allergy Injections	\$5 Copay	\$5 Copay
Chiropractic Spinal Manipulation – when referred	\$20 Copay Up to 30 visits per calendar year	\$45 Copay Up to 30 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	\$20 Copay One period of treatment for any combined therapies within 60 consecutive days per calendar year.	\$45 Copay One period of treatment for any combined therapies within 60 consecutive days per calendar year.
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs after deductible	50% on all associated costs after deductible
Durable Medical Equipment	50%	50%
Breast Pumps (DME guidelines apply. Limited to no more than one per 24-month period)	100%	100%
Prosthetic and Orthotic Appliances	50%	50%
Weight Reduction Procedures	50% after deductible	50% after deductible
Prescription Drugs	Tier 1 – \$10 copay, Tier 2 – \$30 copay, Tier 3 – \$60 copay, Tier 4 – \$75 copay; with contraceptives, 30 day supply	Tier 1 – \$20 copay, Tier 2 – \$45 copay, Tier 3 – \$85 copay; Tier 4 – \$100 copay; with contraceptives, 30 day supply
	Women's Contraceptives – Tier 1 – 100%, Tier 2 – Tier 2 Copayment/Coinsurance above applies, Tier 3 – Tier 3 Copayment/Coinsurance above applies	Women's Contraceptives – Tier 1 – 100%, Tier 2 – Tier 2 Copayment/Coinsurance above applies, Tier 3 – Tier 3 Copayment/Coinsurance above applies
	Sexual Dysfunction drugs – 50% coinsurance	Sexual Dysfunction Drugs – 50% coinsurance
Mail Order Prescription Drugs	Two times the applicable copay up to a 90 day supply	Two times the applicable copay up to a 90 day supply
Prescription Drug Deductible	None	None
Hearing Aid	Covers two hearing aids and exams every 36 months	Covers two hearing aids and exams every 36 months

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy *Blue* Living *continued*

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PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Vision services		
Eye Exam	Covered – \$5 copay up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$35, less \$5 copay.	Covered – \$5 copay, up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$35, less \$5 copay.
Frames	Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.) Reimbursed up to \$45, less \$10 copay.	Covered – \$10 copay, up to predetermined amount. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.) Reimbursed up to \$45, less \$10 copay.
Lenses	Covered – \$10 copay. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.	Covered – \$10 copay, up to predetermined amount. One pair every 24 months. 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 61 mm. Pink lens tint (for glare reduction) are also covered in full. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.
Contacts	Covered – \$130 applied toward contact lens fitting, evaluation and materials, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$105 applied toward contact lens fitting, evaluation and material, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.
Therapeutic Contact Lenses	Covered – 100% after \$10 copay, must be medically necessary and VSP Providers must receive prior approval	Covered – \$210 maximum, member responsible for difference (must be medically necessary)

This is intended as an easy to read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network 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. Services must be provided or arranged by member's primary care physician or health plan.

Healthy *Blue* Living members (subscribers) must complete program requirements within the first 90 days of enrollment or re-enrollment. To qualify for or maintain enhanced benefits, members need to complete a health assessment and qualification form during the first 90 days and follow their primary care physician's recommendations for a healthy lifestyle. Members who use tobacco must enroll in BCN's smoking cessation program within 120 days of enrollment or re-enrollment. Members with a BMI of 30 or above must choose one of two BCN-sponsored weight management programs (Weight Watchers or Walkingspree pedometer plan) within 120 days of enrollment or re-enrollment.