

Collective Bargaining Agreement  
BY AND BETWEEN

EASTERN MICHIGAN  
U N I V E R S I T Y™



THE EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS (EMU-FT)

2010-2012

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



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## **ARTICLE I.                    *AGREEMENT***

- 1            This Agreement is made and entered into effective November 15, 2005, by and  
between Eastern Michigan University (hereinafter “EMU” or “University”) and  
the Eastern Michigan University Federation of Teachers (hereinafter “Union”),  
and extended with additions and modifications effective September 1, 2009.

## **ARTICLE II.                    *GENERAL PURPOSE AND INTENT***

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

## **ARTICLE III.                    *DEFINITIONS***

- 3            1.    “Employee” means a person in the Bargaining Unit.
- 4            2.    Pronouns of masculine and feminine gender include each other.
- 5            3.    For the purpose of this Agreement, “Domestic Partnership” shall be  
defined as a relationship of mutual care, support, and commitment in  
which the Employee and the Employee’s domestic partner are: (1) of  
the same gender; (2) at least 18 years of age; (3) not related by blood in  
a way that would prevent them from being legally married if they were  
not the same gender; (4) sharing a common residency; (5) not  
maintaining any other domestic partnership or marriage; and (6)  
financially responsible for each other’s well being. In addition, the  
domestic partners must provide signed and notarized registration as a  
Domestic Partnership, either publicly or privately, with a municipality  
offering formal registration.
- 6            4.    “EMU-AAUP” or “AAUP” refers to the Collective Bargaining Agent  
for all Faculty employed by the University.
- 7            5.    “Faculty” or “Faculty Member” refers to a tenured or tenure track  
Instructor, Assistant Professor, Associate Professor or Professor who is  
represented by the Eastern Michigan University Chapter of the  
American Association of University Professors (EMU-AAUP).
- 8            6.    “Departmental Input Documents” are documents particular to each  
academic department that contain the procedures utilized by Faculty to  
provide recommendations to the University administration.
- 9            7.    “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.



- 10           8.     “Appointment” means the period in which an Employee has an  
employment relationship with the University.
- 11           9.     “Assignment” means any and all work that an Employee is expected to  
perform during the period of his/her appointment. A percentage  
reduction of an assignment results in a commensurate reduction in the  
Employee’s compensation.
- 12           10.    “Workday” means any and every day of the week, Monday through  
Sunday, in which an Employee is expected to provide services to the  
University.
- 13           11.    “Workweek” means any and every week in which an Employee is  
expected to provide services to the University.
- 14           12.    “Adjunct Lecturer” means all persons employed by the University as a  
Lecturer on less than a full-time (100%) assignment, or a full-time  
(100%) assignment for a period of less than one (1) base academic year,  
and not otherwise included in the Bargaining Unit as defined in Article  
IV of this Agreement.
- 15           13.    “Overall Evaluation” refers to a comprehensive review of an  
Employee’s student evaluations, classroom evaluations, and professional  
development as described in Article XV of this Agreement.
- 16           14.    “Base Academic Year” means the eight (8) month period encompassed  
by the University’s regular Fall and Winter semesters.

#### **ARTICLE IV.                    *RECOGNITION***

- 17       A.     Pursuant to and in accordance with all the applicable provisions of Act 176  
of the Public Acts of 1939 as amended, and Act 336 of the Public Acts of  
1947, as amended, the University does hereby recognize the Union, as the  
exclusive collective bargaining representative for all Employees employed  
by Eastern Michigan University in the following unit: All persons  
employed by Eastern Michigan University in the classifications of Lecturer  
I, Lecturer II, or Lecturer III who have received a one (1) or two (2) year  
full-time (100%) base academic year teaching or Library appointment;<sup>1</sup>  
excluding Adjunct Lecturers, Adjunct Professors, Visiting Professors, KCP  
Fellows, Doctoral and Post Doctoral Fellows, Visiting Scholars, Visiting  
Scientists, Exchange Professors, Faculty Members represented by the  
EMU-AAUP, individuals who hold administrative, professional or

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

18        B.        The University agrees that it will not aid, promote or finance any other  
Union which purports to engage in collective bargaining on behalf of  
Employees in the unit as defined in Paragraph A above.

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

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

21 B. The University and the Union recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights. Further, the parties agree that neither will unlawfully discriminate against Employees on the basis of race, creed, religion, color, national origin, sex, age, disability, height, weight, marital status, sexual orientation, political belief and activities, or for participation in or affiliation with any labor organization.

22 C. This Article shall be subject to Steps 1 through 3 of the Grievance Procedure, but is hereby expressly excluded from and may not be appealed to Step 4, Arbitration.

**ARTICLE VII.**

***UNION RIGHTS***

23      A.      Information Furnished to the Union

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

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

30 B. Union Use of University Facilities and Services

- 31 1. The Union and Union officers shall, for the purpose of carrying out the  
business of the Union, have the right to hold meetings in University  
facilities at such times and places as are available with approval of the  
University, at the rate normally charged to University groups.
- 32 2. The Union will be provided with an office on the University's central  
campus, subject to availability and normal charges, if any. "Normal"  
charges are defined as those customarily charged to other University  
groups. Keys for the office door 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.
- 33 3. The Union will have the right to send the Union Newsletter and other  
Union notices to Employees through the University mail system  
provided such use of the mail shall not cause an unreasonable load on  
the system and otherwise complies with such restrictions as the  
University may establish for its use.

34 C. Released Time

35 The Union will be granted five (5) credit hours released time in each Fall  
semester and four (4) credit hours released time in each Winter semester.  
Such released time may be used by such Employee(s) as it so designates  
for purposes of contract administration. Released time may be taken only  
during semesters in which the Employee would otherwise be employed by  
the University. The Union shall provide written notice to the Assistant  
Vice President for Academic Affairs, with a copy to the Employee's(s)  
home Department Head(s) by at least the May 1 preceding the next Fall  
semester and the October 1 preceding the next Winter semester in which a  
released time assignment is to commence. Said notification shall include  
the name(s) of the Employee(s) to receive the released time and the  
purpose of the released time. The notification period may be waived by  
mutual agreement of the parties.

36 D. Selection of Representatives

37 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.

38 E. Ratification

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

40 F. Copies of Agreement

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

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

42 A. Membership Dues and Service Fees

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

44 B. Method of Payment

45 The membership dues and service fees provided for herein shall be paid on  
a semi-monthly basis by payroll deduction made pursuant to a properly  
executed Payroll Deduction Authorization form delivered to the University  
Payroll Office by the Employee, with a copy to the Union, said  
authorization to be irrevocable except as herein noted. At the beginning of  
each academic year, there will be thirty (30) days, from September 15  
through October 15, in which an Employee may revoke his/her  
authorization card. Said authorization card may only be revoked by the  
Employee providing written notice to the Union within the thirty (30) day  
time period herein specified. Said notice must be sent to the Union by  
certified mail.

46 C. Certification of Membership Dues and Service Fees

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

48 D. Payment by Payroll Deduction

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

50 E. Delivery of Executed Payroll Deduction Authorization Form

51 A copy of the properly executed Payroll Deduction Authorization form for each Employee for whom Union membership dues or service fees are to be deducted herein shall be on file in the University's Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any erroneous or incomplete Payroll Deduction Authorization form will be sent to the Treasurer of the Union by the University, with a copy to the Employee.

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

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

54 G. Termination of Payroll Deduction

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

56 H. Refunds

57 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.

- 58 I. Limit of the University's Liability for Remittance or Payment of Payroll  
59 Deductions
- The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- 60 J. Failure to Comply
- 61 1. An Employee who fails to tender to the Union either the uniformly required membership dues or service fees as above-provided shall be placed on unpaid leave for two (2) days, with corresponding deductions in the Employee's academic year base salary, in accordance with the following procedure:
- 62 a. If an Employee fails to tender a duly executed authorization card within thirty-one (31) days after his/her date of hire, or after the signing of this Agreement, whichever occurs last, the Employee shall be notified (concurrently with the University) that he/she has failed to comply with the Agreement.
- 63 b. If the Employee fails to comply with the requirements specified herein, the Employee shall be placed on unpaid leave for any two (2) days of the Winter break that University offices are officially open but the Employee is not required to be at work. An Employee's unpaid leave for two (2) days, with a deduction equal to two-fifths (2/5) of a week's salary, shall serve to cancel the entire obligation represented by any and all past, present or future unpaid membership dues and/or service fees for which the Employee is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues and/or service fees were unpaid and the Employee placed on unpaid leave.
- 64 For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately preceding the first (1st) day of the following academic year. In no instance will an Employee be placed on unpaid leave for more than two (2) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.
- 65 2. The unpaid leave of an Employee as provided above shall not be subject to any other provisions of this Agreement deemed inconsistent therewith.

66 K. Limitation on Grievances

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

68 L. The University Save Harmless

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

**ARTICLE IX *GRIEVANCE PROCEDURE***

70 A. Definitions

71 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.

72 2. A “grievant” is the party alleging a grievance and who has been  
harmed by the alleged violation.

73 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.

74 B. Construction

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

76 C. Basic Provisions

77 1. The Union’s Grievance Officer and the University’s Assistant Vice  
President for Academic Affairs shall be provided with a copy of all  
written grievances, grievance adjustments, grievance withdrawals,



grievance denials, notices of appeal, notices of extension, and all other correspondence exchanged between the Union's and the University's representatives pursuant to the processing of grievances. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.

- 78                    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.

- 79                    3.    An Employee who participates in the grievance procedure will not be subject to discipline or reprisal because of such participation.

80            D.    Adjustment of Informal Complaints

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

82            E.    Grievance Procedure

83                    1.    Step I—Department Head

84                    A Step I grievance shall be filed in writing on the official grievance form by an Employee(s) or the Union. No Step I grievance will be entertained or processed unless it is submitted within twenty (20) days of the date the Employee(s) or the Union first had knowledge of the event, occurrence or circumstance giving rise to the grievance, or within twenty (20) days after the Employee(s) or the Union, through reasonable diligence, should have obtained such knowledge. The written grievance shall be served on the Head of the Department in which the Employee is employed (or other appropriate administrative representative), with a copy to the Dean of the College in which the Employee is employed and the Assistant Vice President for Academic Affairs.

85                    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) he/she deems appropriate. This meeting shall be completed within fifteen (15) days after the written notice of grievance is filed.

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

- 94 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.
- 95 If, within five (5) days of receipt thereof, the Assistant Vice President for Academic Affairs, or his/her designee, serves the Union's Grievance Officer with written notice of objection to the Step II resolution on the grounds that the resolution adds to, subtracts from, or modifies the terms of this Agreement, said resolution shall be deemed null and void and the grievance remanded for further review at Step II.
- 96 Within seven (7) days of notice of remand, the parties' Step II representatives and the grievant(s) will reconvene the Step II meeting in an effort to resolve the grievance. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Article.
- 97 3. Step III—Assistant Vice President for Academic Affairs
- 98 If the grievance is not resolved at Step II, the Union may, within ten (10) days of the Step II response, appeal the grievance to the Assistant Vice President for Academic Affairs with a copy to the Dean and the Department Head (or other appropriate administrative representative(s)). Such an appeal shall be made in writing on the official grievance form, and shall set forth the Union's objections to the Step II response.
- 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) she/he deems appropriate. This meeting shall be completed within fifteen (15) 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 ten (10) 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) days of the Step III response, the Union shall provide written notice to the Assistant Vice President for Academic Affairs of its intention to submit the dispute to arbitration. No new claims may be submitted to arbitration. The Assistant Vice President for Academic Affairs and the Union will first meet to select a mutually agreeable neutral person to arbitrate the dispute. If the parties are unable to agree upon a neutral person, the selection shall be made in accordance with the rules of the American Arbitration Association (AAA). Submission to AAA shall be written, with simultaneous written notice to the Assistant Vice President for Academic Affairs, and if not filed and noticed within thirty (30) days of the Step III response, the grievance shall be barred.

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 he/she exercise any responsibility or function of the University or the Union. This is not intended to restrict the authority of the Arbitrator to the determination of issues of procedural compliance only, and he/she shall have the authority to determine substantive questions properly presented in accordance with the terms of the Grievance Procedure. The decision of the Arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties shall bear their own expenses individually and share the Arbitrator's fee and expenses equally.

**ARTICLE X.           *STRIKES***

- 107     A.     The Union agrees that during the term of this Agreement there shall be no  
                  strike, stoppage of work or slowdown.
- 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 University  
                  agrees that such violation of this Agreement shall not cause the Union, its  
                  officers or agents to be liable for damages, provided that the Union  
                  complies fully with the following:
- 109           1.     The Union's obligation to take action shall commence immediately  
                      upon receipt of notice from the University 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 XI           *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 the 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                     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                     Lecturer II: Masters degree plus thirty (30) hours toward a

terminal degree, or official documentation of All But Dissertation status (ABD).

- 120                    Lecturer III: A terminal degree (earned doctorate or terminal degree that is recognized as equivalent to the doctorate in the applicable Departmental Evaluation Document).
- 121                    2.    Employees shall be provided one (1) year term appointments, from September 1 to August 31, until they have completed three (3) consecutive years of full-time (100%) employment at the University. Employees shall be provided notice of their reappointment on or before April 30.<sup>2</sup>
- 122                    3.    Following the successful completion of three (3) consecutive years of full-time (100%) employment at the University, Employees will be provided two (2) year term appointments, from September 1 of the first year until August 31 of the second year of the appointment, but in no event 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 University and the Union.) Employees who are given a two (2) year term appointment will be provided notice of reappointment on or before December 31 of the second year of their appointment.<sup>3</sup>
- 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. Spring and/or Summer term teaching assignments, Continuing Education assignments, etc.) shall be at the sole discretion of the University. Such additional work assignments shall not be subject to dispute or right of review through the grievance and arbitration provisions of this Agreement.
- 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 XV.

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

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

- 125           6. Individuals who are initially appointed and commence work at the University after October 15 of a Fall term shall be employed only for such period as is set forth in their appointment letters, which shall in no event exceed the following August 31. Individuals so appointed shall not be deemed Employees, and thus shall not be covered by the provisions of this Agreement until such time as they may be appointed to a one (1) year full-time (100%) term appointment from September 1 through August 31.
- 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 University to conclusively establish a full-time load for Employees in advance of the beginning of classes. By way of illustration, but not by way of limitation, low student enrollments may require the cancellation of a class or classes within a department, which may result in moving a full-time Employee to part-time employment; likewise, the early return from leave of a Faculty Member for whom an Employee was hired as a replacement could result in the loss of employment for the Employee.
- 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 University at any time. In those circumstances in which the University changes or cancels, in whole or in part, an Employee's assignment, the University agrees to inform Employees and the Union of said action and make reasonable adjustments in order to permit Employees to be retained over Adjunct Lecturers and other Employees, as provided in Article XI.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 University 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 University 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 University 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),<sup>4</sup> the course(s) assigned to Adjunct Lecturers within the  
Employee's home department (excluding courses offered through  
Continuing Education) will be reassigned from the Adjunct Lecturer  
to the Employee, provided:

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

136 b. The Employee is qualified (as determined by the Department  
Head)<sup>4</sup> to teach the course(s) that could be transferred to his/her  
load.

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 Continuing Education)  
assigned to other Employees in the Employee's home department  
with fewer years of service to the University will, where practical  
(i.e., in the judgment of the Department Head it is appropriate)<sup>4</sup> 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.

141 b. The Employee is qualified (as determined by the Department  
Head)<sup>4</sup> to teach the course(s) that could be transferred to his/her  
load.

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

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<sup>4</sup> The Department Head's judgment shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of the Agreement.



- 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  
University may, at its discretion, waive any of the requirements of a-  
d. set forth in paragraphs 1. and 2. above. The determination to  
waive or not waive any such conditions shall be vested solely in the  
University and shall not be subject to dispute or right of review under  
the provisions of the Grievance and Arbitration procedures of this  
Agreement.
- 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                   a. The assignment can be made prior to the beginning of classes.
- 147                   b. The person is qualified (as determined by the Department Head)<sup>5</sup>  
to teach all courses constituting the load he or she 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, he/she will receive the same base  
compensation (adjusted for his/her workload) and benefits he/she  
enjoyed at the time he/she was placed on the restoration list.
- 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 Adjunct  
Lecturers), who shall have priority for retention over all members of  
the Bargaining Unit.

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

150 F. Course Schedules and Teaching Assignments

151 The University shall have sole discretion in the development of course schedules, on and off campus, in all academic terms (e.g., Fall and Winter semesters, Spring and Summer terms, Short Term Workshops, etc.), and in all academic departments and Continuing Education. Decisions to offer or delete courses because of anticipated or actual enrollment changes, the reallocation of personnel, equipment, space and/or operating budgets, or shifting philosophies regarding the priority of one course of study over another are but a few of the reasons that the University, if it elects to revise its course offerings, may adversely affect the teaching schedules of Employees.

152 In addition, the University shall have sole discretion to determine the teaching assignment of each Employee including, but not limited to, the courses to be taught, and the day(s), time(s) and location(s) of such courses. In any event, such decisions by the University shall be recognized as decisions that fall within the University's right to manage and shall not be subject to dispute or right of review under the Grievance and Arbitration provisions of this Agreement.

153 G. Graduate Teaching Assignments

154 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.

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

156 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.

157 H. Termination

158 All Employees are employed at the will of the University. Any Employee may be terminated without cause in mid-appointment, in which case the University shall pay the Employee an amount equal to 135% of the unpaid wages for the remainder of his/her appointment.

159 Any Employee may, in the discretion of the University, be terminated for cause in mid-appointment, in which case the Employee's appointment shall be cancelled without payment to the Employee for lost wages or fringe benefits or other liability to the University. By way of illustration, but not by way of limitation, "cause" shall be: a) serious professional misconduct; b) the failure to perform the Employee's professional responsibilities as set forth in this Agreement and in a manner acceptable to the University (as

determined by its Assistant Vice President for Academic Affairs); 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 University or the property of any individual on University grounds or in University buildings; f) intentionally interrupting the normal daily teaching, research or administrative operation of the University or directly inciting others to engage in such actions; g) deliberately blocking the entrance or exit of any individual to or from University facilities or property for any reason not sanctioned by the University; h) engaging in any illegal activity reflecting negatively on the University; i) acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or local law; j) failure to receive an Average rating or above in any overall evaluation of performance.

160 I. Notification of Position Vacancies Upon Non-Reappointment

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

162 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.

163 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.

164 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.

165 J. Resignations

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

## **ARTICLE XII.      *OUTSIDE EMPLOYMENT***

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

## **ARTICLE XIII.       *PROFESSIONAL RESPONSIBILITY***

### **168      A.    Professional Responsibilities**

169           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 (e.g. professional development) in order to ensure a high quality education for their students, meeting assigned classes, assigning and submitting grades in accordance with established University schedules, providing enrollment data and such other information as corrected class lists, etc., as may be required by the University. Further, Employees shall have the professional responsibility of keeping posted office hours which are scheduled at times most beneficial to students and reporting all absences from regularly scheduled duties to their Department Head, (e.g. arriving late or missing scheduled teaching assignments, etc.).

170           Syllabi will be prepared in accordance with University requirements. Preceding the commencement of a class, Employees are required to provide the Department Head with a copy of the syllabus to be used in each course they are scheduled to teach and, thereafter, any subsequent updates of syllabi. Employees will be required to provide other course materials (e.g., course packs, examples of student work, student portfolios, grade books, tests, test results, classroom handouts, etc.) to the Department Head when requested.

171           All Employees are encouraged to be active members of the University community and participate in service-related activities to the extent that they are permissible under the Departmental Input Document applicable to Faculty in the department(s) to which an Employee is assigned, and University policy.

172        B.        Workload

173        It is recognized that a full-time teaching or library position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Employee, a fifteen (15) credit hour load is the full-time (100%) norm<sup>6</sup> for the Fall and Winter semesters.<sup>7</sup>

174        The full-time (100%) norm for Employees in the Library shall be thirty-seven and one-half (37 1/2) scheduled hours per week.

175        All Employees shall be assigned a home department by the University, which normally shall be the department in which the Employee teaches all or a majority of his/her classes. Only work performed in the home department shall count toward load, except as provided below.

176        Employees may teach Continuing Education courses on an overload basis, if such courses become available. When assigning Continuing Education courses, the Faculty in each department/program will be given the first opportunity to teach Continuing Education courses. If there is not a qualified Faculty volunteer, the Department Head may assign a qualified Employee to the course.

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

178        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.

179        C.        Equivalency Credit

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<sup>6</sup> It is agreed that the fifteen (15) credit hour load may be adjusted in accordance with any accreditation standards adopted by the University. The parties further agree that it is anticipated that owing to the credit hours assigned some courses, Employees' schedules may require assigning them a load greater than fifteen (15) credit hours in one semester and off-setting that assignment with a commensurately lower teaching load in the other semester. Pro-rata adjustments shall be made in an Employee's base compensation to reflect the variances both above and below the standard fifteen (15) hour load. (Independent studies and related courses shall not be eligible for overload compensation.) It is further understood that such balancing of loads must occur within a single academic year (i.e. Fall and Winter semester).

<sup>7</sup> Spring and Summer teaching assignments are made at the sole discretion of the University and are not subject to dispute or right of review through the Grievance and Arbitration provisions of this Agreement.

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

181 D. Office Hours

182 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 hours per week outside normal office  
hours for consultation.

**ARTICLE XIV** *INPUT*

183 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.

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

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

## ARTICLE XV

## EVALUATION AND PROMOTION

- 186 All Employees shall be subject to evaluation by the University. The  
evaluation of Employee performance includes student evaluations,  
classroom evaluation, and the assessment of an Employee's professional  
development. Where applicable, Employees shall be evaluated in  
accordance with the criteria, standards, and forms for the assessment of  
Instructional Effectiveness as set forth in the Departmental Evaluation  
Document of their home departments.<sup>8</sup>
- 187 A. Evaluation
- 188 Student evaluations shall be conducted in accordance with University  
policy and shall include the two core items on all classroom evaluations  
and no less than an additional six (6) questions appropriate to the course  
format, which are applicable to Faculty in the department in which an  
Employee teaches. Student evaluations are conducted in each Fall and  
Winter academic term.
- 189 Classroom evaluations are normally conducted in each year of employment  
by Faculty in the department and/or the Department Head.
- 190 An Employee's professional development shall be subject to evaluation as  
part of an overall evaluation of the Employee. An overall evaluation of the  
Employee shall be conducted every three (3) years and/or when an  
Employee is eligible and applies for promotion to a higher rank, and at  
such other times as the Department Head may deem appropriate.
- 191 By no later than September 30 of any year in which an Employee seeks  
advancement or is scheduled for evaluation as herein provided, or within  
thirty (30) days of the Department Head's request for a previously  
unscheduled evaluation, the Employee shall submit a narrative statement to  
the Department Head detailing his/her professional development and  
explaining modifications in the Employee's teaching or professional  
performance that have been introduced to improve his/her instructional  
effectiveness or library service. For purposes of determining an  
Employee's eligibility for promotion, only work completed since the last  
evaluation, or the date of the Employee's first term appointment,  
whichever is later, shall be evaluated. This limitation shall not apply to  
graduate level coursework that an Employee may have accumulated over a  
longer period of time in order to meet academic criteria minima.
- 192 When an Employee is subject to an overall evaluation, it is the Employee's  
responsibility to explain (and where appropriate, document) in clear and  
explicit terms, his or her accomplishments in the classroom or library,  
highlighting improvements in his/her instructional activities or professional

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<sup>8</sup> Student and Classroom evaluations do not apply to supervisors of student teachers and Employees assigned to the Library. In the case of Library Employees, professional performance shall be the equivalent of instructional effectiveness.

performance. The Employee must detail with reasonable particularity, the extent of the Employee's professional development during the period that is being evaluated, and must explain how, and to what extent, he/she has evaluated and modified the Employee's instructional methodology or professional performance to increase the quality of the Employee's classroom instruction or library service.<sup>9</sup>

193 No activity shall count towards fulfilling the evaluation criteria unless it is thoroughly explained and qualitative documentation is provided. Examples of such documentation shall include, but are not limited to, examples of syllabi, classroom handouts, tests, or a portfolio of student achievements, etc. The fact that an Employee may cite an activity does not mean that it will count toward fulfilling the evaluation criterion. It is required that the Employee explain how the Employee's activities have been utilized to strengthen his/her teaching or professional performance, making specific reference to the professional development activities and their significance to the Employee's delivery of instruction or library service.

194 The Department Head will reduce his/her evaluation of an Employee to writing, explaining with reasonable specificity, the evaluation efforts that were conducted, their individual results, and the qualitative basis for the overall rating assigned the Employee.

195 The Department Head's evaluation and recommendation for promotion and the Employee's narrative in support of the Employee's performance shall be forwarded to the Office of the Assistant Vice President for Academic Affairs for inclusion in the official personnel file. The Department Head will place copies of all materials pertaining to the evaluation of an Employee in the Employee's departmental personnel file, including, but not limited to statements/narratives submitted by the Employee, and the results of student, and Faculty and/or Department Head evaluations of teaching or professional performance.

196 Department Heads shall be responsible for retaining all original copies of approved student evaluation forms and Faculty and administrative classroom observations for the period of time that they are applicable to future evaluations of the Employee.

197 B. Promotion

198 There are three (3) ranks to which Employees may be appointed or advanced: Lecturer I, Lecturer II and Lecturer III. The minimum

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<sup>9</sup> All Employees shall have the responsibility to engage in pursuits that enable them to expand their knowledge base and remain current in their respective disciplines. Such activities include, but are not limited to, advanced course work taken in pursuit of a higher academic degree in the Employee's discipline or area of specialization. Participation in any such activity, however, is not considered evidence of professional development; rather, it is how the Employee applies the knowledge gained to his/her classroom instruction or professional performance that shall be assessed by the department.



requirements for appointments or advancement to each Lecturer rank are set forth below.

- 199        **Lecturer I:** During the third (3<sup>rd</sup>) year, the Employee appointed as Lecturer I shall undergo an overall evaluation. If the Employee receives an overall rating of Distinctively Above Average after three (3) years of service with the University and has the required academic credentials, the Employee shall be promoted to the rank of Lecturer II.
- 200        If the Employee receives a Distinctively Above Average overall rating, but does not possess the required academic credentials necessary for promotion, he/she shall not be promoted above the Lecturer I rank, but shall thereafter be eligible for consideration for two-year term appointments.
- 201        **Lecturer II:** Master's degree plus thirty (30) hours toward a terminal degree, or official documentation of All But Dissertation status (ABD),<sup>10</sup> a minimum of three (3) years as a Lecturer I; and Distinctly Above Average overall rating in the year immediately preceding the year of the promotion.
- 202        **Lecturer III:** A terminal degree (earned doctorate or terminal degree that is recognized as equivalent to the doctorate in the applicable Departmental Evaluation Document), four (4) years as a Lecturer II, and an overall rating of Distinctively Above Average.

## ARTICLE XVI                      *COMPENSATION*

### 203        A.        Salary Period

- 204        All salaries of Employees shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1<sup>st</sup>) day of the 2004 Fall Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

### 205        B.        Minimum Salary

- 206        During the term of this Agreement, Employees teaching a full-time (100%) load during the Fall and Winter semesters shall be paid a salary of not less than \$30,500 for such assignment. The salary for Employees whose assignments are reduced to less than 100% of a full-time load shall be prorated.

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<sup>10</sup> In those instances where the Employee receives exceptional student evaluation ratings, exceptional classroom visitation ratings, and provides evidence of an exceptional application of his/her professional development to enhance his/her classroom instruction, the University may waive the academic requirements for promotion to Lecturer II, subject to the recommendation of the Department Head, concurrence of the Dean, and approval of the Provost's Office.

207 C. Salary Adjustments

- 208 1. For the period commencing September 1, 2005, and extending  
through and including October 31, 2006, each Employee  
appointed effective September 1, 2004, will receive a 3.2%  
increase in his/her academic year base salary, but in no event less  
than the minimum salary provided for in Article XVI.B, above.
- 209 2. For the period commencing November 1, 2006, and extending  
through and including December 31, 2007, each Employee  
appointed effective September 1, 2005, will receive a two  
percent (2%) increase in his/her academic year base salary.
- 210 3. For the period commencing January 1, 2008, and extending  
through and including February 28, 2009, each Employee  
appointed effective September 1, 2006, will receive a two  
percent (2%) increase in his/her academic year base salary.
- 211 4. For the period commencing March 1, 2009, and extending  
through and including April 30, 2010, each Employee appointed  
effective September 1, 2007, will receive a two percent (2%)  
increase in his/her academic year base salary.
- 212 5. Effective with the beginning of the academic year 2009-2010,  
each Employee appointed effective September 1, 2008, shall  
receive a one and one-quarter percent (1.25%) increase in his/her  
academic base salary.
- 213 6. Effective with the beginning of the academic year 2010-2011,  
each Employee appointed effective September 2, 2009 shall  
receive a two percent (2%) increase in his/her academic base  
salary.
- 214 7. Effective with the beginning of the academic year 2011-2012,  
each Employee appointed effective September 1, 2010, shall  
receive a two percent (2%) increase in his/her academic base  
salary.

215 D. Supplemental Salary Adjustments

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

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

218 E. Employee Pay Options

219 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 University's Payroll Office, on forms available in Payroll, by no later than August 1<sup>st</sup> of any given year. Changes shall not be permitted after August 1.

220 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.

221 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.

222 2. Semi-monthly pay dates will fall on the last workday that the University is officially open for business on or before the 15<sup>th</sup> of each month, and on the last workday that the University is officially open for business on or before the last calendar day of each month.

223 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.

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

225 F. The Base Academic Year

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

- 227           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.
- 228     G.     Salaries for Spring, Summer, Pre and Post Sessions, and On-Campus  
Workshops
- 229           1.     a.     Effective with the beginning of the academic year 2009-2010,  
no Employee will be required to accept a Spring or Summer  
appointment. Compensation for Spring and Summer terms  
shall be determined by the University, but in no event shall be  
less than \$1,100 per credit hour.
- 230                   b.     Effective with the beginning of the academic year 2010-2011,  
no Employee will be required to accept a Spring or Summer  
appointment. Compensation for Spring and Summer terms shall  
be determined by the University, but in no event shall be less  
than \$1,150 per credit hour.
- 231                   c.     Effective with the beginning of the academic year 2011-2012,  
no Employee will be required to accept a Spring or Summer  
appointment. Compensation for Spring and Summer terms  
shall be determined by the University, but in no event shall be  
less than \$1,200 per credit hour.
- 232           2.     Compensation for short-term workshops for which semester hour  
credits are granted and which are offered by an academic  
department and not through Continuing Education will be in the  
amount of three percent (3%) of the Employee's base salary per  
week (i.e., seven (7) calendar days).
- 233                   An additional one percent (1%) of base salary per week may be  
offered to Employees who supervise workshops which require a  
twenty-four (24) hour commitment each day.
- 234     H.     Salary Adjustment for Promotion
- 235           An Employee who is promoted on or after September 1, 2006, will have  
his/her base academic year salary adjusted as listed below. All promotions  
and promotional salary adjustments shall be effective on the September 1  
next following the date of the Employee's application for promotion. Said  
adjustments shall be applied to the Employee's base academic year salary  
after the adjustment provided in D, E, or F above, whichever is applicable.

	<u>Type of Promotion</u>	<u>Base Academic Year Salary Adjustment</u>
	Lecturer I to Lecturer II	\$2,000
	Lecturer II to Lecturer III	\$2,000
237	An Employee who is appointed at the Lecturer II rank will be paid an entry level salary that takes into account the \$2,000 he or she would have received, had the Employee been promoted to Lecturer II. Accordingly, such Employee, if promoted to Lecturer III, will receive one \$2,000 promotional adjustment and will be deemed to have received a total of \$4,000 for attainment of a terminal degree by virtue of the additional \$2,000 that was included in his or her entry level salary. An Employee who is appointed at the Lecturer III rank will be paid an entry-level salary no less than base pay plus the \$4,000 he or she would have received had the Employee been promoted to Lecturer II and Lecturer III.	
238	For the determination of base academic year salary increases, the promotion adjustments provided above will be added to the Employee's base academic year salary after all other increases provided pursuant to this Agreement are applied to the Employee's base academic year salary for that year.	
239	I.	<u>Salaries for Teaching Extended Program Courses</u>
240	1.	An Employee's regular base academic year salary will not be affected in those instances where an Extended Program course is assigned as part of the Employee's fifteen (15) credit hour load.
241	2.	No Employee will be required to take an Extended Program assignment on an overload basis.
242	3.	Except as provided below, the minimum salaries for teaching courses offered through Extended Programs on an overload basis shall be \$1,100 per credit hour or the amount specified in the Extended Programs Compensation Schedule, whichever is higher. Employees may be paid at rates below the amount specified herein for teaching off-campus courses offered through Extended Programs which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Employee prior to the Employee accepting and undertaking the teaching assignment. Copies of all letters to Employees in confirmation of an Extended Programs appointment shall be sent to the Union Office.
243	4.	Reimbursement for use of personal cars will be made at the current IRS rates at the time of travel.

244 J. Substitution and Overload Pay

- 245 1. An Employee who agrees to substitute for another absent employee  
whose temporary disability leave is being debited shall be  
compensated as provided below:
- 246 a. For each course taught, the Employee shall be compensated  
after the first one hour of substitution at the rate of \$46.00  
per credit hour class met or per two (2) lab contact hours  
met.
- 247 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 foregoing rates  
commencing with the first hour of substitution.
- 248 2. An employee who accepts a teaching assignment for a full semester  
that is in excess of the fifteen (15) credit hour norm shall receive no  
less than \$800 for each additional credit hour taught.
- 249 3. Effective with the beginning of the academic year 2009-2010, 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 \$1,100 for each additional credit hour  
taught.
- 250 4. Effective with the beginning of the academic 2010-2011, 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 \$1,150 for each additional credit hour  
taught.
- 251 5. Effective with the beginning of the academic year 2011-2012, 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 \$1,200 for each additional credit hour  
taught.

252 K. Sponsored Grants and Contracts

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

## ARTICLE XVII. *LEAVES OF ABSENCE*

### 254 A. Temporary Disability Paid Leave Days

#### 255 1. Non-Accumulated Temporary Disability Paid Leave Days

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

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

#### 258 2. Use of Temporary Disability Paid Leave Days

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

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

261 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 temporary disability paid 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 temporary disability paid leave entitlements shall be limited

to that number necessary to cover the above difference, or that amount to which the Employee is then entitled, whichever is lesser.

- 262                   d.     For any absence which is chargeable to temporary disability paid leave benefits, the Employee may be required to file either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absence will be considered as lost time and the Employee's pay will be reduced as provided for in F. below.
- 263                   e.     Temporary disability paid leave days as provided in Sections A.1. and A.2. above may be utilized by an Employee for illness or injury of a member of the Employee's immediate family, subject to the following limitations:
- 264                         (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.
- 265                         (2) "Immediate family" for the purpose of this provision shall be defined as: spouse, domestic partner, biological parent or an individual who stood in loco parentis to an Employee when the Employee was a child, or a biological, adopted or foster child, a stepchild, a legal ward, or a child of an Employee standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person when the person was a child.
- 266                         (3) Where practical, requests for the above shall be made in advance to the Department Head.
- 267                   f.     Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of these provisions.
- 268                   g.     The University will make available to each Employee on a monthly basis, a record of the Employee's accumulated temporary disability paid leave. This information is available in departmental offices.
- 269                   h.     Temporary disability paid leave days shall be debited in one (1) day increments, except in such cases where the Employee was able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the Department Head



determines the professional services rendered by the Employee to be equivalent to one-half (1/2) day's work and so approves the debiting of the Employee's temporary disability paid leave on that basis.

270     B.     Family and Medical Leave Act (FMLA)

- 271           1.     An Employee who has been employed by the University for at least  
twelve (12) months and has worked at least 1,250 hours during the  
twelve (12) month period immediately preceding 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:
- 272               a.     For a birth of a child of the Employee and to care for such  
child.
- 273               b.     For the placement of a child with the Employee for  
adoption or foster care.
- 274               c.     To care for a spouse, domestic partner, child, or parent of  
the Employee if the former has a serious health condition,  
or
- 275               d.     Because of a serious health condition of the Employee  
which renders the Employee unable to perform the  
functions of his/her position.
- 276           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.
- 277           3.     Employees who take a FMLA leave for the intended purpose of the  
leave will be entitled, on return from leave, to be restored by the  
University to the position of employment held by the Employee  
when the leave commenced or an equivalent position with  
equivalent employment benefits, pay, and other terms and  
conditions of employment.
- 278           4.     During the period of FMLA leave, the University shall maintain  
coverage under any group health or dental plan as defined by the  
FMLA for the duration of such leave and at the level and under the  
conditions coverage would have been provided if the Employee had  
continued in employment for the duration of the leave. The

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

- 279            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.)
- 280            6.    Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for the Employee's child or spouse who is suffering from a serious health condition.
- 281            7.    An eligible Employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in 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.
- 282            8.    An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, domestic partner, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such an Employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Employee must provide as much written notice as circumstances permit.
- 283            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.

- 284           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, domestic partner, child or parent who has a serious health condition, the Employee may be required to file with the University, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by the University. Similarly, as a condition of restoring an Employee whose FMLA leave was occasioned by the Employee's own serious health condition, the University may also require the Employee to obtain and present certification from his/her health care provider that the Employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 285           11.   In any case in which the University has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs B.1.c. and B.1.d., the University may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 286           12.   A leave taken under paragraph B.1.a. or B.1.b. above shall not be taken intermittently or on a reduced leave schedule unless the University and the Employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph B.1.c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the University may require the Employee to transfer temporarily to an available alternative position offered by the University for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Employee's regular position.
- 287           13.   The provisions of paragraphs B.1-B.12 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.
- 288           C.    Bereavement Leave
- 289           An Employee will be allowed three (3) consecutive calendar days without loss of pay or benefits, to attend the funeral of a member of the Employee's immediate family. Such days shall be taken between the day of death and the day after the funeral. "Immediate family" for purposes of this provision shall be defined as: husband, wife, domestic partner, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to an Employee when the Employee was a child. Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a person, when the person was a child.

290 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 University.

291 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.

292 D. Jury Duty

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

294 E. Military Leave

295 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.

296 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 University salary, the University will pay the Employee the difference for a maximum of fifteen (15) working days in any tour of duty or calendar year, whichever is the longer period. Such leave shall be credited as continuing service.

297 F. Leave Conditions

298 1. Approval of Leaves

299 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.

300            2.    Time Limits

- 301            a.    Where practicable, applications for Military Leaves under paragraph E.1. above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.
- 302            b.    Where practicable, the Employee will be notified in writing within forty-five (45) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.

**ARTICLE XVIII    *FRINGE BENEFITS***

303           A.    Description and Listing

304           The University 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 the University. Updates will be provided as revisions occur. In addition, the University will provide each Employee, by April 30 of each year, a listing of the Employee's fringe benefits, including amounts contributed toward the cost of each benefit by the University and the Employee benefits summary as designed by the University.

305           B.    Eligibility

306           Employees must be on a full-time, one hundred percent (100%) appointment to be eligible for fringe benefits.<sup>11</sup>

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<sup>11</sup> 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.

307 C. Group Medical Benefits Plan

308 1. Blue Cross/Blue Shield Community Blue PPO

309 Effective, January 1, 2010, Employees shall have the option of participating in the Blue Cross/Blue Shield Community Blue Preferred Provider Organization (PPO) Option 1 or Option 2 Plans with benefits equal to or greater than 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 University as provided elsewhere in this Agreement. It is also understood and agreed that such coverage will extend through the Spring and Summer terms immediately following such Employee's base academic year assignment.

310 Participants in the Blue Cross/Blue Shield Community Blue PPO Option 1 Plan shall have no contribution for single, two person or full family coverage for the duration of the Agreement. (Note: Those who select family continuation or sponsored dependent coverage shall be required to pay the full cost of such additional coverage under the terms and conditions provided for in paragraph C.5.) Participants in the Blue Cross/Blue Shield Community Blue PPO Option2 Plan shall be required to make the following contributions to the cost of such coverage:

- 311
- Effective January 1, 2010 through December 31, 2010: \$779 for single and \$1,139 for two (2) person or family coverage.
  - Effective January 1, 2011 through December 31, 2011: \$865 for single and \$1,265 for two (2) person or family coverage.
  - Effective January 1, 2012 through December 31, 2012: \$960- for single and \$1,404 for two (2) person or family coverage.

- 312
- Prescription Drug Coverage
    - Effective January 1, 2010 prescription drug card \$10/\$20/\$30
    - Mail order is \$20/\$40/\$60 for a three (3) month supply

313 2. MSO (Mandatory Second Opinion) Rider

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

- 315
- eyes (primarily cataract surgery)
  - gall bladder
  - hernia repair

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

- 316 Notwithstanding the results of the second medical opinion, the Employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).
- 317 In order to obtain the mandatory second opinion, the Employee is required to contact Blue Cross/Blue Shield office of Michigan Referral Center, which will furnish to the Employee the names of three (3) specializing physicians from whom the Employee may choose one (1) for the second opinion.
- 318 At the Employee's option, a third surgical opinion for the ten (10) surgeries listed above will be provided when the second opinion did not confirm the first surgeon's recommendation.
- 319 In addition, the University will also provide a voluntary second opinion program whereby the University agrees to pay for a second medical opinion, if so elected by an Employee, prior to surgery for procedures not specifically stipulated in the mandatory program.
- 320 3. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active Employees who are age sixty-five (65) or over.
- 321 4. To qualify for the medical benefits as above described, each Employee must individually enroll and make proper application for such benefits at the Benefits Office, within thirty (30) calendar days of the commencement of the Employee's regular employment with the University. An Employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during the open enrollment period.
- 322 5. Provided proper application and enrollment is made by an Employee, the University agrees to pay the cost for maintaining the medical benefits plan described in this Article, for the Employee, the Employee's spouse or domestic partner and eligible dependent children under nineteen (19) years of age, subject to the other terms

and conditions of the plan and this Agreement. Dependent children are those who meet the IRS requirement for dependency.

- 323 Subject to the other provisions of this Agreement, the University will also pay the aforementioned cost of an Employee whose assignment is reduced to not less than 60% of a full-time load. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.
- 324 6. Additions and changes to an Employee's health care coverage must be made within thirty (30) calendar days of a qualifying event (i.e. marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in any additions and/or changes being excluded from such benefits plan until such time as the Employee enrolls and makes proper application during the open enrollment period.
- 325 7. In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the University of providing the medical benefits described in this Article, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 326 8. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the Employee:
- 327 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
- 328 b. Sponsored Dependents who are at least nineteen (19) years of age or older; related by blood or marriage, and claimed as IRS dependents may be eligible for coverage.
- 329 9. An Employee's medical benefits plan shall terminate effective at the end of the month in which the Employee is terminated, the group medical benefits plan terminates, or the Employee resigns, or retires, except as otherwise provided in this Agreement or under COBRA.
- 330 10. In many cases COBRA requires that the opportunity to continue medical and dental benefits be extended:
- 331 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;
- 332 b. to surviving spouses or domestic partners and dependents upon the death of an Employee;



- 333 c. to spouses or domestic partners and dependent children in the  
event of a divorce;
- 334 d. to dependent children who exceed the plan's age limitations;
- 335 e. to spouses or domestic partners and dependents of Employees  
who become entitled to Medicare coverage.
- 336 11. Employees and the spouses or domestic partners and dependents of  
Employees who are eligible to continue medical and dental coverage  
under COBRA may do so for the period mandated in the  
individual's circumstances by COBRA. For benefits lost by  
Employees and their spouses or domestic partners and dependents  
due to an Employee's termination of employment or reduction in  
hours, that period is usually eighteen (18) months. For benefits lost  
by spouses or domestic partners and dependents of an Employee  
due to the occurrence of other events that trigger COBRA coverage,  
the period is usually thirty-six (36) months. In accordance with  
COBRA, the University shall require payment of a premium for the  
period of coverage continuation and shall charge up to the  
maximum premium allowed by COBRA.
- 337 12. All other specific terms, conditions, limits of liability and exclusions  
applicable to said insurance shall be as provided for in the  
University's policy with its carrier.
- 338 D. Waiver of Medical Health Care Benefits
- 339 An Employee who is otherwise eligible to participate in the University's  
Group Medical Benefits Plan may elect to waive such coverage, provided  
he/she makes proper application to the Benefits Office, showing evidence  
of coverage through a plan other than one provided by the University.  
Employees for whom the waiver is granted will receive \$1,200 per year  
(not added to base salary), prorated for the period medical health care  
coverage is waived. Employees waiving coverage may re-enroll in the  
University's health plans upon showing proof that the health coverage on  
which they relied is no longer available, or during the annual open  
enrollment period. No contributions will be made to TIAA-CREF based on  
this waiver payment.
- 340 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 he/she  
makes proper application to the Benefits Office showing evidence of  
coverage through a plan other than one provided by the University.  
Employees for whom the waiver is granted 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 University's health plans upon showing proof that the health coverage  
on which they relied is no longer available, or during the annual open  
enrollment period. No contributions will be made to TIAA-CREF based on

this waiver payment.

341 E. Group Life and Accidental Death and Dismemberment Insurance

342 The University shall pay the cost of maintaining life insurance in an amount equal to the Employee's base salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount for a period of one (1) year from an Employee's first (1<sup>st</sup>) day of appointment as an Employee. Commencing with the month following completion of one (1) year of coverage as provided above, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the Employee's base salary (rounded up to the nearest \$1,000) times two (2), and an accidental death and dismemberment benefit in an equal amount, up to a maximum coverage level of \$200,000.

343 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.

344 Subject to the other provisions of this Agreement, the University will also pay the costs for maintaining the aforementioned coverage for an Employee whose assignment is reduced to not less than 60% of a full-time load. When an Employee's assignment is reduced, the commensurate reduction in salary shall result in an identical percentage reduction of the life insurance and accidental death and dismemberment benefit amount. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.

345 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 University. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as they enroll and make proper application with the Benefits Office. Changes in benefit amounts based on changes in base salary occur with the effective date of the change in base salary. Base salary excludes supplemental appointments and any other extra compensation.

346 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.

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

348 F. Dental Care Benefits

349 1. The University 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.

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

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

Maximum Contract Benefit

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

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

352 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 University. An Employee who fails to enroll and make proper  
application as herein provided is specifically and expressly excluded  
from such benefits plan until such time he/she enrolls and makes  
proper application with the Benefits Office.

353 3. Provided proper application and enrollment is made by an  
Employee, the University agrees to pay the cost for maintaining the  
above described benefits plan for the employee, his/her spouse,  
AEA, and 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. above for the payment of  
group medical benefit costs.

354 Subject to the other provisions of this Agreement, the University  
will also pay the aforementioned cost of an Employee whose  
assignment is reduced to not less than 60% of a full-time load.

Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.

355           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.

356           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.

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

358       G.     Workers' Compensation Benefits

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

360       H.     University Business Travel Insurance Coverage

361           1.     The University 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.

362           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 University. An Employee who fails to enroll as herein provided is specifically and expressly excluded from such coverage until such time he/she enrolls with the Benefits Office.

363           3.     All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in the

University's policy with its carrier.

364 I. University Business Travel Automobile Insurance Coverage

- 365 1. The University 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 a University-  
provided automobile.
- 366 2. This coverage will also apply for Employees operating a vehicle not  
provided by the University while on University business. However,  
this coverage shall be secondary to (in excess of) any other coverage  
provided on behalf of the Employee, such as a personal automobile  
policy. Where other coverage is not provided the Employee, the  
University's automobile policy shall apply with a deductible. The  
deductible shall be equivalent to the limits of mandatory automobile  
coverage required by the state of Michigan (\$20,000 per  
person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000  
property damage).
- 367 3. All other specific terms, conditions, limits of liability, and  
exclusions applicable to this insurance shall be as provided for in  
the University's policy with its carrier.

368 J. Banking

369 Credit Union

- 370 1. The University will provide Employees with optional payroll  
deductions for the EMU Credit Union.
- 371 2. Direct Deposits
- 372 The University will provide for direct deposit of an Employee's  
paycheck into one (1) account at any one (1) of the member banks  
of the Federal Reserve System.
- 373 Applications for direct deposit are available in the University's  
Payroll Office.

374 K. Business Travel at University Expense

375 1. Policies

- 376 a. Travel at the University's expense shall be subject to the  
advance approval of the appropriate account executive.
- 377 b. Applications for approved travel at the University's expense  
shall be submitted on APPLICATION FOR TRAVEL, Form

B-6. Completed applications should be submitted to the appropriate account executive at least five (5) working days before a trip is taken.

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

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

380 2. Travel Allowances

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

382 a. Commercial transportation: Economy fare.

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

384 c. Lodging, breakfast, lunch and dinner: Actual/reasonable.

Note: Tips no greater than fifteen percent (15%) of cost are included in the above meal allowances.

385 d. Miscellaneous

386 (1) Conference registration fees, parking, telephone, toll roads and bridges, and area travel (e.g. shuttles to and from terminals): Actual cost.

387 (2) Hotel porter services: Actual/reasonable.

388 e. Receipts are required for: meals, lodging, toll roads and bridges, commercial transportation, conference registration fee, and parking.

389 f. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention or other formal gathering. Membership dues to any organization are not reimbursable.

390 g. The travel and subsistence reimbursement rates established hereinabove will be increased or decreased consistent with such rates as may be established in the future by the University as general policy.

391 L. Tuition Waiver Program for Employees

- 392 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 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.
- 393 2. An Employee will be eligible for a tuition waiver if he/she satisfies  
the following terms and conditions:
- 394 a. An Employee must have completed one (1) year on a regular  
full-time, one hundred percent (100%) appointment prior to  
the first day of classes of the term or semester for which  
he/she plans to register.<sup>12</sup>
- 395 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.
- 396 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.
- 397 d. The Employee must agree to reimburse the University for the  
cost of all tuition waiver benefits forfeited under the terms and  
conditions hereinafter provided. To assure prompt  
reimbursement of all amounts paid by the University for  
tuition waiver benefits forfeited by the Employee, the  
Employee shall authorize the University to collect such  
amounts through deductions from 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.
- 398 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.<sup>13</sup> Employees who are appointed for the

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<sup>12</sup> Subject to the other provisions of this Agreement, Employees whose loads are reduced to not less than 60% of a full-time load shall remain eligible for the full tuition waiver benefit provided in L.1. above.

<sup>13</sup> Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time (100%) load will remain eligible for the full tuition waiver benefit provided in L.1. above.

academic year, but who do not work during Spring and/or Summer semesters, are eligible for the tuition waiver benefit for those semesters.

- 399           4.     The Employee must take courses during non-working hours.
- 400           5.     An eligible Employee shall forfeit tuition waiver benefits and must  
reimburse the full cost of such benefits to the University if:
- 401           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).
- 402           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.
- 403           c.     The Employee withdraws from a course after the date  
specified in the course bulletin for tuition refund. Exceptions  
may be made upon a showing of appropriate cause by the  
Employee (e.g., prolonged incapacitating illness, unanticipated  
conflict between a course in which the Employee is required  
to teach and the one in which he/she is enrolled, etc.). Appeals  
for exception shall be made through the regularly established  
appeal process in the Student Accounting and Benefits  
Offices.

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

- 405           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 University to provide only  
a fifty percent (50%) tuition waiver to any individual dependent  
regardless of the fact that both parents may work for the University.
- 406           2.     An eligible Employee’s spouse or dependent child will be eligible  
for a tuition waiver if he/she:
- 407           a.     Presents evidence to the University Benefits Office  
confirming that:
- 408           (1)     He/she is the spouse or dependent child of an eligible  
Employee. Dependent children shall be defined as: (a)  
legally dependent children of an eligible Employee; and (b)  
children who have an eligible Employee as their legal



guardian.

- 409                   (2)    He/she has satisfied all admission requirements and is  
                              eligible to enroll for courses.
- 410                   3.    A completed application for tuition waiver must be approved by the  
                              Benefits Office during the timelines outlined below:
- 411                   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.
- 412                   4.    Failure to submit an application for approval within the required  
                              timelines may forfeit the spouse/dependent's eligibility for that term.  
                              Upon approval by the Benefits Office, the application will be mailed  
                              to the Employee.
- 413                   5.    An eligible Employee's spouse or dependent child shall be subject  
                              to all University academic standards, policies and practices and may  
                              be refused admission to the University, enrollment in courses, or  
                              continued enrollment at Eastern Michigan University the same as  
                              any other student of the University.
- 414                   6.    Tuition waiver benefits eligibility for a spouse and/or dependent  
                              child shall cease at the end of the semester in which the eligible  
                              Employee terminates his/her employment with the University. If  
                              the spouse/dependent child drops or withdraws from courses during  
                              the one hundred percent (100%) drop period, any refund applicable  
                              to the tuition waiver shall revert to the University. If the student  
                              drops classes after the one hundred percent (100%) drop, he or she  
                              shall reimburse the University in full for all tuition previously  
                              waived by the University.
- 415                   7.    An eligible Employee's spouse and/or dependent child shall forfeit  
                              tuition waiver benefits and must reimburse the full cost of such  
                              benefits to the University if:
- 416                   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).
- 417                   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.
- 418                   c.    The eligible Employee's spouse and/or child withdraws from a  
                              course after the date specified in the course bulletin for tuition  
                              refund. Exceptions may be made upon a showing of  
                              appropriate cause by the eligible Employee (e.g. prolonged

incapacitating illness, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Accounting and Benefits Offices.

419 N. Flexible Spending Account

420 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. This FSA program will be expanded to include other reimbursable expenses negotiated by the parties, and a debit card option. Vendor guidelines for program participation must be observed. Employees shall be notified of the annual enrollment deadline not less than ten (10) working days prior to the deadline.

421 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.

422 O. Retirement Programs

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

424 a. Michigan Public School Employees Retirement System (MPERS). 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 MPERS 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.

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

426 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 University. An Employee who does not make such an election within this time period shall automatically be enrolled in the TIAA-CREF Defined Contribution Plan. Once an Employee has been so enrolled such enrollment is final and cannot be changed.

427 3. The University Contributions

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

Contributions shall not be retroactive.

- 429                    b.    The University will contribute the amount specified annually  
by the state of Michigan for each Employee participating in  
the Michigan Public School Employees Retirement System.
- 430                    c.    Beginning September 1, 2005, for Employees who participate  
in TIAA-CREF, the University shall contribute nine and one-  
half percent (9.5%) of the Employee's earnings to the  
retirement plan. Beginning January 1, 2006, the University's  
contribution will increase to 10%.
- 431                    d.    Beginning September 1, 2009, for Employees who participate  
in TIAA-CREF, the University shall contribute ten percent  
(10%) of the Employee's earnings to the retirement plan.
- 432                    e.    Beginning September 1, 2010, for Employees who participate  
in TIAA-CREF, the University shall contribute ten and one-  
quarter percent (10.25%) of the Employee's earnings to the  
retirement plan.
- 433                    f.    Beginning September 1, 2011, for Employees who participate  
in TIAA-CREF, the University shall contribute ten and one-  
half percent (10.5% of the Employees earnings to the  
retirement plan.
- 434                    4.    Tax Deferred Annuities
- 435                    The University agrees to make an optional Tax Deferred Annuity  
Program available for Employees.

#### **ARTICLE XIX                    *SPECIAL CONFERENCES***

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

#### **ARTICLE XX                    *PERSONNEL FILES***

- 437                    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 at the Employee's  
own expense. The Employee may be accompanied by a representative of  
the Employee's own choice at the time the file is examined.

- 438 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 University.
- 439 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.
- 440 D. Disclosure of disciplinary actions to third parties shall be governed by the Bullard-Plawicki Employee Right to Know Act, MCL 423.501-423.512.

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

- 441 Administrative/Professional (A/P) positions are, at times, made available to qualified Employees. To provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
- 442 1. An Employee appointed to an A/P position shall be transferred outside the Bargaining Unit for the duration of the Employee's appointment.
- 443 2. As an A/P Employee, the Employee shall be subject to such terms and conditions of employment as the University may establish or which may otherwise govern the position to which he/she is appointed.
- 444 3. Upon the expiration of the Employee's appointment to an A/P position, the Employee shall be returned to the Bargaining Unit and his/her former department and position, subject to the other provisions of this Agreement.
- 445 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.

- 446            5.     The Union shall be notified within thirty (30) days of the appointment of an Employee to an A/P position and within thirty (30) days of the return of an Employee to the Bargaining Unit.

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

447            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:

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

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

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

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

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

#### **ARTICLE XXIV    *MISCELLANEOUS***

452        A.     Facilities

453            Employees will be provided with a designated workspace and access to a phone for use during terms when they are teaching. Employees will also be provided with an office mailbox, library privileges, a parking permit<sup>14</sup>, and an e-mail account within the home department for the period of their appointments.

454        B.     Supplies

455            Consistent with the normal practices of their department, Employees will have access to copy machines and to the minor office supplies provided to

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<sup>14</sup> The University reserves the right to charge a fee for parking in accordance with such policies as it may hereafter adopt for non-union administrative and professional employees. For the period commencing September 1, 2005, through and including April 30, 2010, such fee shall not exceed \$2.00 per week. To the extent permitted under applicable state and federal law, such fees may be paid on a pre-tax basis through automatic payroll deductions.

Faculty for purposes of instruction in EMU courses.

456 C. Clerical Assistance

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

458 D. Notification to Employees

459 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. 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.

460 E. Delivery to the Union

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

**ARTICLE XXV *SCOPE OF AGREEMENT***

462 A. Agreement Construction

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

464 B. Waiver

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

466 C. Entire Agreement

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

468 D. Saving Clause

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

#### **ARTICLE XXVI *DURATION AND AMENDMENT***

470 This Agreement shall continue in full force and effect to and including  
August 31, 2012. The Agreement shall continue in effect from year-to-  
year thereafter unless either party notifies the other in writing not less than  
ninety (90) days prior to the expiration date that a modification or  
termination of the Agreement is desired. Should either party to this  
Agreement serve such notice upon the other party, the University and the  
Union shall meet for the purpose of negotiation and shall commence  
consideration of proposed changes or modifications in the Agreement not  
less than sixty (60) days prior to the expiration of the Agreement.

471 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 August 27, 2009

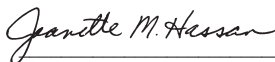
EASTERN MICHIGAN UNIVERSITY



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



David Trakul  
Director of Employee Relations

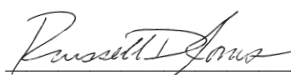


Jeanette Hassan  
Director of Benefits Programs

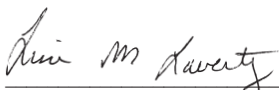


Karyn Jones  
Benefits Specialist

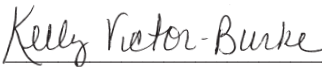
EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS (EMU-FT)



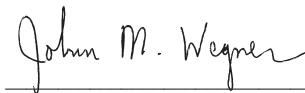
Russell Jones, President and Chief  
Negotiator Lecturer III  
History & Philosophy



Lisa Laverty, Chief Steward and Lecturer I  
Political Science



Kelly Victor Burke, Lecturer II  
Geography & Geology



John Wegner, Lecturer III  
History & Philosophy



## **APPENDIX A**

### **MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS**

1. EMU-FT recognizes EMU's continued right to employ Lecturers to develop and/or teach courses to be offered over the Internet, subject to and in accordance with the terms of the parties' Collective Bargaining Agreement and this Memorandum of Understanding.
2. It is hereby further agreed that Lecturers, who agree to develop an Internet course for Eastern Michigan University and receive a stipend for development, will retain all rights of ownership of the materials so developed. The Lecturer agrees to allow Eastern Michigan University the right to use the course materials on the Internet as provided below, and certifies that all appropriate copyrights were observed.
3. It is agreed that if Continuing Education elects to offer for-credit Internet courses, the Lecturers who agree to teach such courses shall be compensated at a rate of \$1,000 per credit hour, or as part of load with the approval of their Department Head, the college Dean, and Continuing Education; provided, however, Lecturers may be paid in excess of \$1,000 per credit hour in those instances where market factors require higher rates of pay, which shall be determined by EMU at its sole discretion. Lecturers may agree to be paid at rates below \$1,000 per credit hour for teaching courses that do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific Internet course shall be confirmed in writing to the Lecturers prior to their accepting and undertaking the teaching assignment. Copies of all letters to Lecturers in confirmation of Continuing Education appointment and the compensation to be paid shall be sent to EMU-FT within ten (10) days of providing it to the Lecturer.
4. Lecturers who receive a stipend to develop a course shall have right of first refusal and be required to teach said course a minimum of three (3) semesters and to revise the course materials as needed, unless the Department Head and continuing Education agree to waive that minimum requirement. In the event that the Lecturer is unwilling to meet this commitment, EMU may assign someone else to use the Internet course materials to teach the course without additional payment to the Lecturer for course development.

If the University desires to have the course taught in excess of (3) semesters and the Lecturer is unwilling to teach additional classes the University may assign someone else to teach the course. In the event the University assigns another instructor to teach the course, ten percent (10%) of the original development fee will be paid to the originating Lecturer each time the course is taught commencing with the fourth semester the course is taught following its initial development.

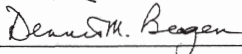
5. Continuing Education will encourage Lecturers to cooperatively develop on-line courses.

In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this November 15, 2005.

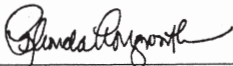
EASTERN  
MICHIGAN UNIVERSITY



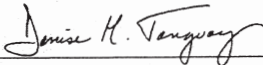
James P. Greene  
Chief Negotiator



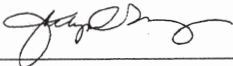
Dennis Beagen, Department Head  
Communication & Theatre Arts



Rhonda Kinney Longworth  
Assistant VP for Academic Affairs (I)

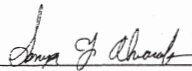


Denise Tanguay, Associate Dean  
College of Business

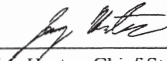


Jaclynn Tracy, Department Head  
Leadership & Counseling

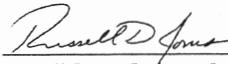
EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)



Sonya Alvarado, Lecturer III  
English, Language & Literature



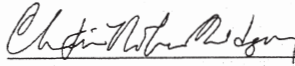
Jay Hester, Chief Steward and Lecturer II  
History and Philosophy



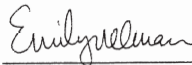
Russell Jones, Lecturer I  
History & Philosophy



Alan Potter, President and Lecturer III  
Fine Arts



Christine Ridgway, Lecturer III  
Fine Arts



Emily Ullman, Lecturer I  
Communication & Theatre Arts

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

By and Between

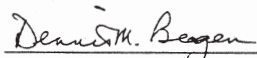
### EASTERN MICHIGAN UNIVERSITY and THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS (EMU-FT)

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

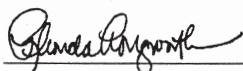
EASTERN  
MICHIGAN UNIVERSITY



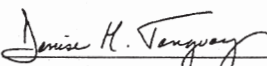
James P. Greene  
Chief Negotiator



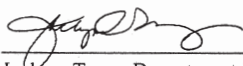
Dennis Beagen, Department Head  
Communication & Theatre Arts



Rhonda Kinney Longworth  
Assistant VP for Academic Affairs (I)

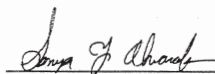


Denise Tanguay, Associate Dean  
College of Business

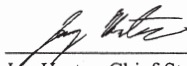


Jacklynn Tracy, Department Head  
Leadership & Counseling

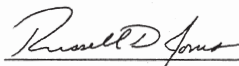
EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)



Sonya Alvarado, Lecturer III  
English, Language & Literature



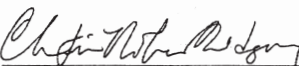
Jay Hester, Chief Steward and Lecturer II  
History and Philosophy



Russell Jones, Lecturer I  
History & Philosophy



Alan Potter, President and Lecturer III  
Fine Arts



Christine Ridgway, Lecturer III  
Fine Arts



Emily Ullman, Lecturer I  
Communication & Theatre Arts

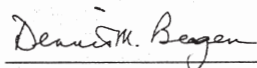
**APPENDIX C**  
MEMORANDUM OF UNDERSTANDING  
By and Between  
EASTERN MICHIGAN UNIVERSITY and  
THE EASTERN MICHIGAN UNIVERSITY FEDERATION  
OF TEACHERS (EMU-FT)

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


EASTERN  
MICHIGAN UNIVERSITY



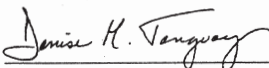
James P. Greene  
Chief Negotiator



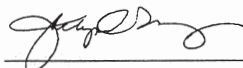
Dennis Beagen, Department Head  
Communication & Theatre Arts



Rhonda Kinney Longworth  
Assistant VP for Academic Affairs (I)

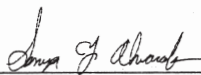


Denise Tanguay, Associate Dean  
College of Business

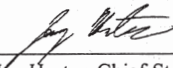


Jaclynn Tracy, Department Head  
Leadership & Counseling

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)



Sonya Alvarado, Lecturer III  
English, Language & Literature



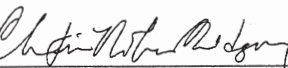
Jay Hester, Chief Steward and Lecturer II  
History and Philosophy



Russell Jones, Lecturer I  
History & Philosophy



Alan Potter, President and Lecturer III  
Fine Arts



Christine Ridgway, Lecturer III  
Fine Arts



Emily Ullman, Lecturer I  
Communication & Theatre Arts


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

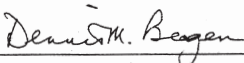
It is hereby agreed by and between the University and the Eastern Michigan University Federation of Teachers that Employees who supervise student teachers shall be reimbursed for telephone and mileage expenses incurred in the course of performing their assigned responsibilities, subject to the following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

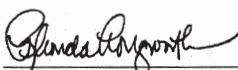
1. Reimbursement for the use of a personal motor vehicle shall be made at the IRS rates for all travel to and from student teaching sites. Employees shall be required to document all mileage submitted for reimbursement. Employees shall not be reimbursed for travel to or from the University.

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

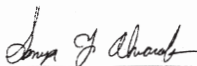
EASTERN  
MICHIGAN UNIVERSITY


  
James P. Greene  
Chief Negotiator

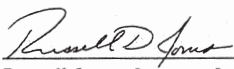
  
Dennis Beagen, Department Head  
Communication & Theatre Arts

  
Rhonda Kinney Longworth  
Assistant VP for Academic Affairs

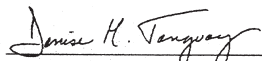
EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT)

  
Sonya Alvarado, Lecturer III  
English, Language & Literature

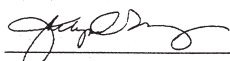
  
Jay Hester, Chief Steward and Lecturer II  
History and Philosophy

  
Russell Jones, Lecturer I  
History & Philosophy

(I)EASTERN  
MICHIGAN UNIVERSITY (cont'd)



Denise Tanguay, Associate Dean  
College of Business

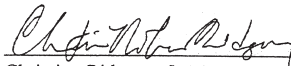


Jaelynn Tracy, Department Head  
Leadership & Counseling

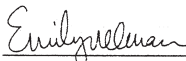
EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS  
(EMU-FT) (cont'd)



Alan Potter, President and Lecturer III  
Fine Arts



Christine Ridgway, Lecturer III  
Fine Arts



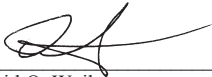
Emily Ullman, Lecturer I  
Communication & Theatre Arts

APPENDIX E  
MEMORANDUM OF UNDERSTANDING  
BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE  
EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS

The parties recognize that the existing collective bargaining agreement's references to domestic partners and domestic partnership require replacement. The parties will meet on a later date to reach an agreement amending all relevant sections of the contract to effect such a replacement.

The parties agree to use the term Additional Eligible Adult (AEA) to describe non-spouse adults in all relevant locations of the Agreement. The Union agrees to accept the University's definition of an AEA.

EASTERN MICHIGAN UNIVERSITY



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

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS



Russell Jones  
President  
EMU-FT

Date: August 27, 2009

Date: August 27, 2009

