

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

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

ARTICLE VI. *ACADEMIC FREEDOM*

18 The Employer and the Union affirm the principle of academic freedom in teaching, subject to those limitations provided under applicable state, federal and local law, commonly accepted standards of conduct, and the satisfactory fulfillment of the duties listed herein, and such other policies, rules and regulations adopted by academic departments, colleges, administrative officers or the Board of Regents. Subject to the foregoing, Employees will be free to study, investigate, present, or interpret facts or ideas concerning people, society, government, philosophy, the arts and sciences, the natural world and other areas of inquiry.

ARTICLE VII. *EQUAL EMPLOYMENT OPPORTUNITY*

- 19 A. The Employer and the Union recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights. Further, the parties agree that neither will unlawfully discriminate against Employees on the basis of race, creed, religion, color, ethnicity, national origin, sex, citizenship, age, disability, height, weight, marital status, sexual orientation, gender expression, gender identity, parental and pregnancy status, veteran status, political belief and activities, or for participation in or affiliation with any labor organization.
- 20 B. This Article shall be subject to Steps 1 through 3 of the Grievance Procedure, but is hereby expressly excluded from and may not be appealed to Step 4, Arbitration.

ARTICLE VIII. *UNION RIGHTS*

21 A. Information Furnished to the Union

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

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

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

- 24 The Employer will supply a list of Employees assigned to teach courses during the Summer terms on or before each of the following dates: May 15, June 15, and July 15. Such list will include the Employee's name, the department/school in which they're assigned to teach, number of credit hours assigned, and salary for the period of the assignment
- 25 2. The Union will be informed of additions to the Bargaining Unit within ten (10) working days of the Employee's first date of actual work.
- 26 3. The Employer will provide access to electronic copies of Minutes of official meetings of the Board of Regents, as well as published General Fund Operating Budgets (including all midyear revisions), and the Annual Audited Financial Statements, when such documents have been approved by the Board of Regents for submission to the State Offices.
- 27 4. The Employer will provide access to electronic copies of the Faculty Course Assignment Reports for each Fall and Winter semesters and Summer terms as soon as they are available.
- 28 5. Pursuant to the provisions of the Michigan Public Employment Relations Act, the Employer will provide additional documents specifically requested from time to time by the Union that are necessary to the Union's administration of the Agreement and verification of compliance with said Agreement. Any request for documents shall be accompanied by a brief explanation as to how the information requested is necessary to the administration of the Agreement and/or is necessary to monitor compliance with the Agreement. Any such additional documents that are requested and routinely reproduced for dissemination to the general public without charge will be provided at no cost to the Union. Additional documents not routinely disseminated will be provided to the Union at a cost equal to the rate charged for the production of documents under the Michigan Freedom of Information Act.
- 29 B. Union Use of EMU Facilities and Services
- 30 1. The Union and Union officers shall, for the purpose of carrying out the business of the Union, have the right to hold meetings in EMU facilities at such times and places as are available with approval of the Employer. Facilities, including meeting rooms and equipment, such as duplicating, and audiovisual, will be available at the rates normally charged to EMU groups.
- 31 2. The Union will be provided with an office on EMU's central campus, subject to availability and normal charges, if any. "Normal" charges are defined as those customarily charged to other EMU groups. Keys for the office door and building will also be provided at prevailing rates. The Union will have a working telephone installed in its office.

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

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

33 C. Released Time

34 The Union will be granted nine (9) credit hours released time in each Fall semester and nine (9) credit hours released time in each Winter semester. Such released time may be used by such Employee(s) as it so designates for purposes of contract administration. Released time may be taken only during semesters in which the Employee would otherwise be employed by Eastern Michigan University. The Union shall provide written notice to the Assistant Vice President for Academic Affairs, with a copy to the Employee's home Department Head(s) by at least the July 15th preceding the next Fall semester and the November 15th preceding the next Winter semester in which a released time assignment is to commence. Said notification shall include the name(s) of the Employee(s) to receive the released time and the purpose of the released time. The notification period may be waived by mutual agreement of the parties.

35 D. Selection of Representatives

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

37 E. Ratification

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

39 F. Copies of Agreement

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

files will also be provided to the Union no later than thirty (30) calendar days after ratification.

41 G. Orientation

42 New Employees will be offered a scheduled orientation in their first semester of employment. The Union will be notified at least two weeks prior to any scheduled orientation of new Employees, at which the Union shall participate for up to thirty (30) minutes

43 H. Delivery to the Union

44 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 IX. UNION MEMBERSHIP AND DUES

45 A. Membership Dues

46 During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Employee shall have the choice of whether or not to become a member of the Union. Financial support of the Union is not a condition for employment.

47 For those members of the Bargaining Unit who choose to become members of the Union by tendering membership dues, the following terms described below will apply.

48 B. Method of Payment

49 The membership dues provided for herein shall be paid on a semi-monthly basis by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the University Payroll Office by the Union.

50 C. Payroll Deduction Authorization Form/Membership Card

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

52 A copy of the properly executed Payroll Deduction Authorization form for each Employee for whom Union membership dues or are to be deducted herein shall be on file in the Employer's Payroll Office before any payroll

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

53 D. Certification of Membership Dues

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

55 E. Payment by Payroll Deduction

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

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

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

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

59 Non-Membership

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

60 G. Termination of Payroll Deduction

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

62 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

63 H. Refunds

64 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.

65 I. The Employer Save Harmless

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

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

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

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

ARTICLE X ***GRIEVANCE PROCEDURE***

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 4. An “informal consultation” is any discussion between the Employer and Employee that may occur before a Special Conference (pursuant to Article XXIII of this Agreement), or Step I of the official grievance procedure as indicated in Article X. E., relating to a problem identified by either party.
- 75 B. Construction
- 76 The resolution of an informal claim or grievance shall not add to, subtract from, or modify the terms of this Agreement, or serve as a binding precedent in future interpretation of application of the terms of this Agreement, unless done so in writing and approved EMU’s Assistant Vice President for Academic Affairs, the Union’s President, or their respective designees. Any such agreement reached between the Union and the Employer shall be binding on the Union, the Employer, and Employees.
- 77 C. Basic Provisions
- 78 1. The Union’s Grievance Officer and the EMU’s Assistant Vice President for Academic Affairs shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeal, notices of extension, and all other correspondence exchanged between the Union’s and the Employer’s representatives pursuant to the processing of grievances. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties’ representatives.
- 79 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.
- 80 3. An Employee who participates in the grievance procedure will not be subject to discipline or reprisal because of such participation.

81 D. Adjustment of Informal Complaints

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

83 If either the Employee or Employer determines that a successful adjustment cannot be reached through the informal consultation between the Employee and the Employer, the Employer will notify the Employee and the Union in writing with a copy to Academic Human Resources. Upon receipt of this written notification, the Employee may choose to contact the Union to request a Special Conference (pursuant to Article XXIII of this Agreement), or begin the formal grievance process as described in Article X.E.

84 E. Grievance Procedure

85 1. Step I

86 A Step I grievance shall be filed in writing on the official grievance form by the Union. No Step I grievance will be entertained or processed unless it is submitted within twenty (20) working days of the date the Employer notifies the Union in writing that an informal consultation did not result in resolution of the alleged issue. If pursuant to Article X.D. above, a Special Conference is requested by either party during this period to discuss and/or resolve the issue, the timeline described herein shall be suspended until either a success resolution is reached, or the parties cannot agree to a resolution. The written grievance shall be served on the Head of the Department in which the Employee is employed (or other appropriate administrative representative), with a copy to the Dean of the College in which the Employee is employed and the Assistant Vice President for Academic Affairs.

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

88 If no mutually agreeable resolution is reached, the Department Head (or other appropriate administrative representative) must present his/her reasons for denial of the grievance in writing to the grievant(s), with a copy to the Union, the Dean and the Assistant Vice President for Academic Affairs, within five (5) working days following the Step I meeting.

- 89 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.
- 90 2. Step II
- 91 If the grievance is not resolved at Step I, the Union may, within ten (10) working days of the Step I response, appeal the grievance to the Dean of the College in which the Employee is employed (or other appropriate administrative representative) with a copy to the Employee's Department Head (or other appropriate administrative representative), and the Assistant Vice President for Academic Affairs. Such appeal shall be made in writing, and shall set forth the Union's objections to the Step I response.
- 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) s/he deems appropriate. This meeting shall be completed within ten (10) working days after the written notice grievance is appealed to Step II as above provided.
- 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 five (5) working 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 3. Step III
- 96 If the grievance is not resolved at Step II, the Union may, within ten (10) working days of the Step II response, appeal the grievance to the Assistant Vice President for Academic Affairs with a copy to the Dean and the Department Head (or other appropriate administrative representative(s)). Such an appeal shall be made in writing, and shall set forth the Union's objections to the Step II response.
- 97 The Assistant Vice President for Academic Affairs or his/her designee will schedule a meeting with the Union to discuss the grievance with the grievant(s), the Union's representative(s), the Department Head, Dean, or other appropriate administrative representative(s) involved at Step I and Step II, and such other person(s) s/he deems appropriate. This meeting shall be completed

- within ten (10) working days after the grievance is appealed to Step III as above provided.
- 98 If a mutually agreeable resolution is reached at this Step, the resolution shall be reduced to writing, signed by the parties, and a copy provided to the Union, the Department Head, and the Dean (or other appropriate administrative representative(s)).
- 99 If no mutually agreeable resolution is reached, the Assistant Vice President for Academic Affairs or his/her designee must present his/her reasons for denial of the grievance in writing to the grievant(s) with a copy to the Union, the Department Head and the Dean (or other appropriate administrative representative(s)) within five (5) working days following the Step III meeting.
- 100 4. Step IV—Arbitration
- 101 If the grievance is not resolved at Step III, the Union may submit the grievance to final and binding arbitration. Within ten (10) working days of the Step III response, the Union shall provide written notice to the Assistant Vice President for Academic Affairs of its intention to submit the dispute to arbitration. No new claims may be submitted to arbitration. The Assistant Vice President for Academic Affairs and the Union will first meet to select a mutually agreeable neutral person to arbitrate the dispute. If the parties are unable to agree upon a neutral person, the selection shall be made in accordance with the rules of the American Arbitration Association (AAA). Submission to AAA shall be written, with simultaneous written notice to the Assistant Vice President for Academic Affairs, and if not filed and noticed within thirty (30) calendar days of the Step III response, the grievance shall be barred.
- 102 F. The Arbitration Hearing and the Arbitrator’s Decision and Award
- 103 Procedural issues not otherwise covered by this Agreement with respect to the conduct of the hearing, subpoenas, adjournments, etc., shall be referred to the Arbitrator who shall decide same based upon the then current rules of the American Arbitration Association.
- 104 The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall s/he exercise any responsibility or function of the Employer or the Union. This is not intended to restrict the authority of the Arbitrator to the determination of issues of procedural compliance only, and s/he shall have the authority to determine substantive questions properly presented in accordance with the terms of the Grievance Procedure. The decision of the Arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties shall bear their own expenses individually and share the Arbitrator’s fee and expenses equally.

ARTICLE XI. *STRIKES AND LOCKOUTS*

- 105 A. It is agreed that on the part of the Union, there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.
- 106 B. In the case of any strike or other suspension of work by Employees that has not been authorized by the Union, its officers or agents, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents to be liable for damages, provided that the Union complies fully with the following:
- 107 1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- 108 2. Immediately upon receipt of such notice, the responsible Union representative shall immediately talk with those Employees responsible for or participating in such violation, stating to them that:
- 109 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 110 b. The Union has not authorized the strike or suspension of work and does not approve or condone it.
- 111 c. The Union instructs the Employees to immediately return to their respective jobs, and submit any grievances they may have through the Grievance Procedure provided for in the Agreement.

ARTICLE XII. *APPOINTMENTS AND REAPPOINTMENTS*

- 112 A. Nature of the Employment Relationship
- 113 The parties understand and agree that Employees are a part of a larger community providing instruction and library service that enhances the total learning environment. Subject to the provisions herein, Employees shall not have priority for library or teaching assignments over others in the employ of Eastern Michigan University.
- 114 B. Term Appointments
- 115 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:
- 116 a. Lecturer I: Masters degree, or a Bachelor's degree plus thirty (30) graduate credit hours in a discipline directly related to the

Employee's teaching assignment, or equivalent as determined by the Department Head.

- 117 b. Lecturer II: Masters degree plus thirty (30) hours toward a terminal degree, All But Dissertation status (ABD) or equivalent as determined by Department Head.
- 118 c. Lecturer III: An earned doctorate, terminal degree that is recognized as equivalent to the doctorate in the applicable Departmental Evaluation Document, or equivalent as determined by the Department Head.
- 119 2. Employees shall be provided one (1) year term appointments, from September 1 to August 31, until they have completed two (2) consecutive years of full-time (100%) employment at Eastern Michigan University. Employees shall be provided notice of their reappointment on or before April 1.
- 120 3. Following the successful completion of two (2) consecutive years of full-time (100%) employment at Eastern Michigan University, a presumption of rehire shall take effect. Employees will be provided three (3) year term appointments, from September 1 of the first year until August 31 of the third year of the appointment, but in no event will any such individual appointment extend beyond the expiration of this Agreement or any extension thereof. (Employees whose individual appointments would have continued but for the expiration of this Agreement will be reinstated and will continue subject to the terms of any new or revised Agreement between the Employer and the Union.) Employees who are given a three (3) year term appointment will be provided notice of reappointment on or before December 10 of the third year of their appointment. Should such notification not be made in a timely manner, however, there will be a presumption of rehire for a consecutive three (3) year period, subject to the availability of work and other terms and conditions of this Agreement. The presumption of rehire during this period does not preclude, however, the possibility of termination for just cause, or any other conditions of non-reappointment as specified in this Agreement.
- 121 Employees who are in their second or greater years of employment in the 2012-2013 academic year shall be offered three year appointments at the end of their current appointments
- 122 4. During each year of their appointment, Employees will receive teaching assignments during the eight (8) month base academic year (Fall and Winter semesters). Assignments beyond the base academic year (e.g. Summer term teaching assignments, Extended Program assignments, etc.) shall be at the sole discretion of the Employer. Such additional work assignments shall not be subject to dispute or right of review through the grievance and arbitration provisions of this Agreement.

- 123 5. Full-time Employees whose principle responsibility is teaching or professional library service shall be appointed to the rank of Lecturer I, Lecturer II, or Lecturer III, as determined by their academic credentials. Thereafter, Employees shall be subject to evaluation and eligible for promotion in accordance with the provisions of Article XVIII.
- 124 6. Individuals who are initially appointed and commence work at Eastern Michigan University after October 15 of a Fall term shall be employed only for such period as is set forth in their appointment letters, which shall in no event exceed the following August 31. Individuals so appointed shall not be deemed Employees, and thus shall not be covered by the provisions of this Agreement until such time as they may be appointed to a one (1) year full-time (100%) term appointment from September 1 through August 31.

125 C. Conditions of Employment

126 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).

127 D. Modification of Assignments

128 The parties recognize and agree that there are numerous factors that make it difficult for the Employer to conclusively establish a full-time load for Employees in advance of the beginning of classes. By way of illustration, but not by way of limitation, low student enrollments may require the cancellation of a class or classes within a department, which may result in moving a full-time Employee to part-time employment; likewise, the early return from leave of a Faculty Member for whom an Employee was hired as a replacement could result in the loss of employment for the Employee.

129 Understanding that such possibilities exist, and at the same time attempting to provide early notification to Employees, the parties understand and agree that any Employee's assignment may be changed or cancelled, in whole or in part, by the Employer at any time. In those circumstances in which the Employer changes or cancels, in whole or in part, an Employee's assignment, the Employer agrees to inform Employees and the Union of said action and make reasonable adjustments in order to permit Employees to be retained over Part-Time Lecturers and other Employees, as provided in Article XII.E. below. If the Employee's

assignment is changed or cancelled, in whole or in part, so that the Employee loses total access to health insurance benefits under this Agreement, the Employer will inform the Employee and the Union, in writing, of the reasons for the alteration or cancellation of the assignment.

130 E. Priority for Retention

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

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

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

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

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

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

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

138 2. If the provisions of 1 above are insufficient to restore the Employee's assignment to at least 60% of a full-time load, the course(s) (excluding courses offered through Extended Programs) assigned to other Employees in the Employee's home department with fewer years of service to the Employer will, where practical (i.e., in the judgment of the Department Head it is appropriate),³ be reassigned to the Employee provided:

139 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.

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

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

- 140 b. The Employee is qualified (as determined by the Department
Head) to teach the course(s) that could be transferred to his/her
load.
- 141 c. The Employee has taught the course(s) more times than the
Employee from whom courses are to be reassigned.
- 142 d. The assignment and transfer of the course(s) can be completed
prior to the first day of classes.

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

144 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:

- 145 • The assignment can be made prior to the beginning of classes.
- 146 • The person is qualified (as determined by the Department Head)³
to teach all courses constituting the load s/he would be assigned.
- 147 3. There will be no accumulation of credited service time for any
purpose during periods an individual is inactive or otherwise
outside the Bargaining Unit. When an individual is restored under
the provisions provided herein, s/he will receive the same base
compensation (adjusted for his/her workload) and benefits s/he
enjoyed at the time s/he was placed on the restoration list.
- 148 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

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

Part-Time Lecturers), who shall have priority for retention over all members of the Bargaining Unit.

149 F. Course Schedules and Teaching Assignments

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

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

152 G. Notice of Appointment and Reappointment

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

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

155 H. Graduate Teaching Assignments

156 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.

- 157 Employees will be reviewed based on the departmental criteria for teaching graduate courses.
- 158 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.
- 159 I. Posting
- 160 Prior to hiring any new Employee, the hiring department shall, whenever practicable, use the Employer's web-based posting system to announce and invite applications for existing or potential vacancies.
- 161 The posting will list the minimum qualifications necessary for a candidate to be considered for the teaching position, and will include a general description of the responsibilities of the position(s).
- 162 Whenever practicable, postings will be open for at least ten (10) consecutive business days prior to an offer being made to a candidate. A single posting may result in an offer made to one or more candidates.
- 163 The Employer will provide a description of its posting website and posting practices to all employees on its Academic Human Resources website

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

- 164 A. Termination
- 165 All Employees are employed at the will of the Employer. Any Employee may be terminated without cause in mid-appointment, in which case the Employer shall pay the Employee an amount equal to 135% of the unpaid wages for the remainder of his/her appointment.
- 166 Any Employee may, in the discretion of the Employer, be terminated for cause in mid-appointment, in which case the Employee's appointment shall be cancelled without payment to the Employee for lost wages or fringe benefits or other liability to the Employer. By way of illustration, but not by way of limitation, "cause" shall be: a) serious professional misconduct; b) the failure to perform the Employee's professional responsibilities as set forth in this Agreement and in a manner acceptable to the Employer (as determined by its Assistant Vice President for Academic Affairs); c) the inability of an Employee, owing to medical reasons or otherwise, to complete his or her contractual responsibilities; d) threatening, or, without legal justification, intentionally causing injury to any person in the workplace; e) intentionally causing damage to property of the Employer or the property of any individual on Eastern Michigan University grounds or in Eastern Michigan University buildings; f) intentionally interrupting the normal daily teaching, research or administrative operation of the Employer or directly inciting others to

engage in such actions; g) deliberately blocking the entrance or exit of any individual to or from Eastern Michigan University facilities or property for any reason not sanctioned by the Employer; h) engaging in any illegal activity reflecting negatively on the Employer; i) acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or local law.

167 B. Notification of Position Vacancies Upon Non-Reappointment

168 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.

169 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.

170 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.

171 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.

172 C. Notification of Layoff and Recall

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

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

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

176 4. An Employee on layoff retains rights of recall for two years or until s/he has rejected offers of recall in two consecutive semesters, whichever is sooner. An Employee must provide written notice of rejection of an offer of recall to the academic unit in a timely manner

as defined in the notice of potential recall. An Employee who rejects offers of recall will be given the same rights to notice and opportunities for recall while on layoff status that the Employee had prior to rejecting the offer of recall.

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

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

ARTICLE XIV. RESIGNATIONS

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

ARTICLE XV. OUTSIDE EMPLOYMENT

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

ARTICLE XVI. RESPONSIBILITIES AND PROFESSIONAL DEVELOPMENT

- 181 A. Employee Responsibilities
- 182 1. The primary professional responsibility of the Employee is teaching, professional library service or supervising student teachers. It is recognized that an Employee's professional responsibility entails a number of particular obligations which Employees are expected to

fulfill, including, but not limited to, such obligations as developing and maintaining their professional skills (i.e. professional development) in order to ensure a high quality education for their students, meeting assigned classes, assigning and submitting grades in accordance with established Eastern Michigan University schedules, providing enrollment data and such other information as corrected class lists, etc., as may be required by the Employer. Further, Employees shall have the professional responsibility of keeping posted office hours which are scheduled at times most beneficial to students and reporting all absences from regularly scheduled duties to their Department Head (e.g. arriving late or missing scheduled teaching assignments, etc.).

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

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

185 Office Hours

Employees shall post and hold five (5) scheduled office hours per week for student consultation. Office hours must be scheduled at times most beneficial to students and must be approved by the Department Head. Additionally, Employees must make themselves available (electronically or by appointment) to students five (5) hours per week outside normal office hours for consultation.

186 Online and Hybrid Instruction

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

187 B. Employer Responsibilities

188 1. To facilitate the completion of these professional responsibilities, the Employer will provide without cost to all Employees a designated

workspace with computer and phone, and full participation in the Computer Refresh Program on the same basis as tenured and tenure-track faculty, departmental mailbox, library privileges, e-mail account, parking permits, the use of printing, scanning, and copy machines for instructional materials used for EMU courses, any office supplies provided to other instructional staff, and opportunities for professional development.

- 188 2. Each Employee will be provided the Employer's IT services on the
same basis on which they are provided to other instructional faculty.
189 3. Employees will be provided with the clerical assistance consistent
with normal practices of their department.

190 4. Notification to Employees

191 When written notice to an Employee is required by this Agreement,
such notice shall be: (1) handed to the Employee personally; or (2)
left at the Employee's office with the Department Head or
departmental secretary; or (3) left at his/her last known residence with
some person of suitable age and discretion residing therein; or (4)
mailed to the Employee by regular First Class Mail; or (5) via the
Employer's electronic mail system. (Notification by mail shall be
deemed to have occurred as of the date posted at a bona fide off-
campus United States Postal Service Office and addressed to the
Employee's last known residence.)

192 C. Professional Development

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

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

195 D. Distinguished Teaching Award

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

ARTICLE XVII *WORKLOAD*

- 196 193 It is recognized that a full-time teaching or library position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Employee, a fifteen (15) credit hour load is the full-time (100%) norm⁴ for the Fall and Winter semesters.⁵
- 197 The full-time (100%) norm for Employees in the Library shall be thirty-seven and one-half (37 ½) scheduled hours per week.
- 198 All Employees shall be assigned a home department by the Employer, which normally shall be the department in which the Employee teaches all or a majority of his/her classes. Only work performed in the home department shall count toward load, except as provided below.
- 199 Courses identified as part of an Employee’s teaching load may include classes offered at various locations (on-campus as well as off-campus) and various times (weekdays as well as weekends), except those classes identified as non-traditional (defined below). Non-credit courses, workshops, and courses taught for specialized groups and not available to the entire student body shall not be scheduled as part of an Employee’s teaching load.
- 200 Current employees who teach non-traditional classes as part of load may continue this practice. Current employees who have not taught non-traditional classes as part of load previously and new hires cannot be assigned non-traditional classes as part of load.
- 201 The Employer and the Union are committed to providing quality educational opportunities to our diverse student population, recognizing that in certain cases, delivering programs and classes in non-traditional ways may be necessary. Some examples include classes taught in a

⁴ It is agreed that the fifteen (15) credit hour load may be adjusted in accordance with any accreditation standards adopted by the Employer. The parties further agree that it is anticipated that owing to the credit hours assigned some courses, Employees’ schedules may require assigning them a load greater than fifteen (15) credit hours in one semester and offsetting that assignment with a commensurately lower teaching load in the other semester. Pro-rata adjustments shall be made in an Employee’s base compensation to reflect the variances both above and below the standard fifteen (15) hour load. (Independent studies and related courses shall not be eligible for overload compensation.) It is further understood that such balancing of loads must occur within a single academic year (i.e. Fall and Winter semester).

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

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

202 When assigning non-traditional classes, the Faculty in each department/program will be given the first opportunity to teach non-traditional courses. If there is not a qualified Faculty volunteer, the Full-Time Lecturers in the department/program will be given the next opportunity to volunteer to teach non-traditional courses.

203 Typically, Employees will teach these non-traditional classes as a supplement to their regular pay.

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

205 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.

206 A. Equivalency Credit

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

ARTICLE XVIII *INPUT AND COMMUNICATIONS*

208 A. Input

209 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.

210 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.

211 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.

212 B. Communications

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

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

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

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

ARTICLE XIX. EVALUATION AND PROMOTION

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

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

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

220 Student Evaluations and Classroom Observations do not apply to supervisors of student teachers and Employees assigned to the Library. In the case of Library Employees, professional performance shall be the equivalent of instructional effectiveness.

221 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.

222 For evaluation and for the purposes of determining an Employee's eligibility for promotion, only work completed since the last evaluation, or the date of the Employee's first term appointment, whichever is later, shall be evaluated. This limitation shall not apply to graduate level coursework that an Employee may have accumulated over a longer period of time in order to meet academic criteria minima.

223 Evaluations conducted under this agreement can have the following outcomes:

224 **Exceeds expectations**
Meets expectations
Does not meet expectations

225 B. Types of Evaluations

226 There are three (3) types of evaluations:

227 1. Initial Evaluations

228 Initial Evaluations are conducted in the first year of an Employee's initial appointment period. Initial Evaluations include the following:

229 Student evaluations, where available. Student Evaluations shall be conducted in accordance with Eastern Michigan University policy and shall include the two core items on all classroom evaluations and no less than an additional six (6) questions appropriate to the course format, which are applicable to the department in which an Employee teaches. Student evaluations are conducted in each Fall and Winter academic term. Employees shall be responsible for retaining all original copies of approved student evaluation forms for the period of time that they are applicable to future evaluations of the Employee.

230 Classroom Observations. Classroom observations shall be conducted during the initial evaluation of instruction. Classroom

observations shall be conducted by the Department Head (or his/her designee), and shall be scheduled with reasonable advance notice. Results of classroom observations shall be provided to the Employee in written format within ten (10) working days of the observation, with copies to the Employee's personnel file.

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

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

233 2. Periodic Evaluations

234 Periodic evaluations are conducted in the second year and in every fourth year following the original appointment year or the last promotion, and shall include the following:

235 Annual Activity Reports. By no later than October 15th of each academic year every Full-time Lecturer shall complete and submit an Annual Activity Report to his/her Department Head. The Annual Activity Report shall include a summary list of courses taught in the previous year and a summary list of professional development or other activities related to job performance that the Employee engaged in during the previous year. Employees shall have an opportunity to indicate interest in developing, revising, or teaching additional courses or other relevant job activities on the Annual Activity Report. The information contained in the Annual Activity Report shall provide the basic data for all subsequent evaluations. All Annual Activity Reports for the period under review shall be considered for the periodic evaluation.

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

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

238 Course Materials. Examples of course syllabi, assignments, exams, or other supportive material that further informs the Employee's

teaching effectiveness or approach to teaching.

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

240 3. Promotion Evaluations

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

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

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

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

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

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

247 a. The Employee's teaching philosophy

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

249 c. Curricular or pedagogical innovations the Employee has
developed

- 250 d. Discussion of professional development related to teaching responsibilities
- 251 e. Other material relevant to the Employee’s job performance.
- 252 Extraordinary Achievement. If s/he so chooses, the Employee may include discussion or evidence of service or professional development beyond that which is directly related to the Employee’s teaching assignment. Such discussion or evidence shall be taken into account by the Department Head, but shall not result in an overall negative review.
- 253 Employees must submit their promotion materials as a package (including student evaluations, classroom observations, course materials, self-evaluations, etc.) to their Department Head no later than February 1st of the year in which they apply.
- 254 Promotion evaluations completed outside the normal schedule for Initial and Periodic evaluations shall have the effect of resetting the schedule for the next Periodic evaluation. For example, an Employee who applies for promotion in year six (6) of employment would next undergo evaluation in year ten (10).
- 255 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, except as described below. This limitation shall not apply to graduate-level course work that an Employee might have accumulated over a longer period of time in order to meet academic criteria minima.
- 256 C. Department Head Responsibilities
- 257 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. Written results of such evaluations shall be returned to the Employee no later than April 1st (or next working day, if April 1 falls on a weekend or holiday). The Employee shall have up to ten (10) working days to submit a written response. Both the evaluation results and the Employee’s response (if any) shall be placed in the Employee’s personnel file.
- 258 The Department Head’s overall evaluation and recommendation for promotion and the Employee’s materials in support of the Employee’s performance shall be forwarded to the Office of the Assistant Vice President for Academic Affairs, with a copy to the Dean of the appropriate college, 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/materials submitted by the Employee, and the results of student, and Faculty and/or Department

Head evaluations of teaching or professional performance,

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

260 D. Remediation

261 1. If, in any Periodic evaluation, the Employee does not meet expectations for performance, the Department/Section Head and the Employee, with Union Representation, shall develop a remediation plan. The remediation plan shall include specific outcomes and a timeline for improvement.

262 2. Following the period specified in the remediation plan, the Employer will place documentation of the Employee's success in meeting the goals in the Employee's personnel file. Successful completion of the remediation plan shall create a presumption of rehire for the next appointment cycle, as defined in Article XII (Appointments and Reappointments). If the Employee does not successfully complete the remediation plan, the Employee may not be reappointed for subsequent appointment cycles.

263 3. If an Employee does not meet expectations for performance in her/his Initial evaluation or the Periodic evaluation that takes place in her/his second year of employment, s/he shall be appointed to an additional one-year appointment (rather than being appointed to a three-year appointment), during which time the Employee must successfully complete a remediation plan to be eligible for rehire.

264 4. Successful completion of a remediation plan shall not alter the Employee's normal cycle of Periodic Evaluation.

265 E. Promotion

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

267 1. Promotion with Credentials

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

268 2. Promotion Without Credentials

269 **Lecturer I:** During the fourth (4th) year, the Employee appointed as Lecturer I may apply for promotion to Lecturer II. If the Employee receives a rating of 'exceeds expectations' in student

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

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

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

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

ARTICLE XX. *COMPENSATION*

273 A. Salary Period

274 All salaries of Employees shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1st) day of the 2015 Fall Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

275 B. Minimum Salaries

276 During the term of this Agreement, and effective September 1, 2016, Employees teaching a full-time (100%) load during the Fall and Winter semesters shall be paid a salary of not less than:

Lecturer I: \$34,000
Lecturer II: \$36,500
Lecturer III: \$40,000

277 In 2016-17, Employees below these minimum salaries will be raised to

these minimum salaries or receive the salary adjustments in marginal paragraph 273, whichever results in a higher salary for the Employee.

278 The salary for Employees whose assignments are reduced to less than
279 100% of a full-time load shall be prorated.

279 C. Salary Adjustments

280 1. Effective with the beginning of the academic year 2016-2017,
each Employee appointed effective September 1, 2015, shall
receive a two and one-half percent (2.5%) increase in his/her
academic base salary.

281 2. Effective with the beginning of the academic year 2017-2018,
each Employee appointed effective September 1, 2016, shall
receive a two and one-half percent (2.5%) increase in his/her
academic base salary.

282 D. Supplemental Salary Adjustments

283 In addition to the increases provided herein, the Employer retains the right
to further increase or supplement the salary of any Employee. The
Employer'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.

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

285 E. Employee Pay Options

286 1. Except as limited herein, Employees have the option of receiving
their base academic year salary under the following pay plans.
When they have chosen the option they wish to exercise, the option
will remain in full force and effect for the duration of the period
covered by the option selected. If an Employee wishes to change
his/her pay plan for the following academic year, the Employee
may do so by submitting a pay plan election form to the
Employer's Payroll Office, on forms available in Payroll, by no
later than August 1st of any given year. Changes shall not be
permitted after August 1.

287 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.

288 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.

- 289 2. Semi-monthly pay dates will fall on the last workday that the University is officially open for business on or before the 15th of each month, and on the last workday that the University is officially open for business on or before the last calendar day of each month.
- 290 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.
- 291 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 Summer terms will be paid pro-rata during the regular scheduled payroll periods covering Summer terms.
- 292 F. The Base Academic Year
- 293 1. The base academic year shall consist of two (2) semesters for a total of thirty-two (32) weeks during the Employer's regular Fall and Winter semesters. Further, Employees will make themselves available for department and/or college meetings and/or other activities as directed by their Department Head, the week prior to the beginning of each semester, except in those cases where Employees are not required to be on campus as specified in Article XVI.
- 294 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.
- 295 G. Salaries for Summer, Pre and Post Sessions, and On-Campus Workshops
- 296 1. Effective with the beginning of the academic year 2016-2017, no Employee will be required to accept a Summer appointment. Compensation for Summer terms shall be determined by the Employer, but in no event shall be less than \$1,325 per credit hour.
- 297 2. Effective with the beginning of the academic year 2017-2018, no Employee will be required to accept a Summer appointment. Compensation for Summer terms shall be determined by the Employer, but in no event shall be less than \$1,325 per credit hour.
- 298 5. Compensation for short-term workshops for which semester hour credits are granted and which are offered by an academic

department and not through Extended Programs will be in the amount of four percent (4%) of the Employee's base salary per week (i.e., seven (7) calendar days).

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

300 H. Salary Adjustment for Promotion

301 An Employee who is promoted on or after January 1, 2016, will have his/her base academic year salary adjusted as listed below. All promotions and promotional salary adjustments shall be effective on the September 1st following the date of the Employee's application for promotion.

302

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

303 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.

304 J. Substitution and Overload Pay

- 305 1. An Employee who agrees to substitute for another absent employee whose temporary disability leave is being debited shall be compensated as provided below:
- 306 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.
- 307 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.
- 308 2. Effective with the beginning of the academic year 2016-2017, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than one-thousand three-hundred and twenty-five dollars (\$1,325) for each additional credit hour taught.

309 3. Effective with the beginning of the academic year 2017-2018, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than one-thousand three-hundred and twenty-five dollars (\$1,325) for each additional credit hour taught.

310 K. Sponsored Grants and Contracts

311 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. An Employee appointed to a sponsored grant project as part of a full-time assignment may be offered an overload teaching assignment pursuant to Article XIX. J., subject to administrative approval.

ARTICLE XXI. *LEAVES OF ABSENCE*

312 A. Paid Sick Leave Days

313 1. Paid Sick Leave Days

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

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

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

- 317 2. Use of Paid Sick Leave Days
- 318 a. Paid sick leave may be used on any day on which an Employee is scheduled to work.
- 319 b. All absences due to illness or injury will be debited against the Employee’s paid sick leave credit, regardless of whether or not a substitute is provided. An Employee will be considered absent if the Employee fails to appear for his/her regularly scheduled duties because of illness or injury, and the Employee’s paid sick leave credit will be debited.
- 320 c. If an Employee is disabled and absent from work because of a compensable accident or injury (i.e. one covered by Workers’ Compensation), the Employee may elect to utilize the Employee’s paid sick leave entitlements to cover the monetary difference between the Employee’s full-time salary as of the date of accident or injury, and compensation benefits applicable to the period of disability. The number of hours debited against the Employee’s paid sick leave entitlements shall be limited to that number necessary to cover the above difference, or that amount to which the Employee is then entitled, whichever is lesser.
- 321 d. For any absence which is chargeable to paid sick leave benefits, the Employee may be required to file either a physician’s statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absence will be considered as lost time and the Employee’s pay will be reduced as provided for in H. below.
- 322 e. Paid sick leave days as provided in Sections A.1. and A.2. above may be utilized by an Employee for illness or injury of a member of the Employee’s immediate family, subject to the following limitations:
- 323 (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.
- 324 (2) “Immediate family” for the purpose of this provision shall be defined as: spouse, biological parent or an individual who stood in loco parentis to an Employee when the Employee was a child, or a biological, adopted or foster child, a stepchild, a legal ward, or a child of an Employee standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability. Persons who are “in loco parentis” include those with day-to-day

responsibilities to care for and financially support a person when the person was a child.

- 325 (3) Where practical, requests for the above shall be made in advance to the Department Head.
- 326 f. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of these provisions.
- 327 g. The Employer will make available to each Employee on a monthly basis, a record of the Employee's accumulated paid sick leave. This information is available in departmental offices.
- 328 h. Paid sick leave days shall be debited in one (1) day increments, except in such cases where the Employee was able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the Department Head determines the professional services rendered by the Employee to be equivalent to one-half (1/2) day's work and so approves the debiting of the Employee's paid sick leave on that basis.

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

- 330 1. An Employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the Employee's request for leave under the FMLA, or the date on which the leave commences, whichever comes first, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:
- 331 a. For a birth of a child of the Employee and to care for such child.
- 332 b. For the placement of a child with the Employee for adoption or foster care.
- 333 c. To care for a spouse, child, or parent of the Employee if the former has a serious health condition, or
- 334 d. Because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position.
- 335 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.

- 336 3. Employees who take an FMLA leave for the intended purpose of the leave will be entitled, on return from leave, to be restored by the Employer to the position of employment held by the Employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 337 4. During the period of FMLA leave, the Employer shall maintain coverage under any group health or dental plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the Employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the Employee under such group health plan during the period of a FMLA leave if the Employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the Employee to leave under paragraphs B.1.c. or B.1.d. above, or other circumstances beyond the Employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA.
- 338 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.)
- 339 6. Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for the Employee's child or spouse who is suffering from a serious health condition.
- 340 7. An eligible Employee who foresees that s/he will require a leave for the birth/care of a child or for the placement of a child in the Employee's home for adoption or foster care, must notify the

Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Employee must provide as much written notice as is practicable under the circumstances.

- 341 8. An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to Employer operations. Such an Employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Employee must provide as much written notice as circumstances permit.
- 342 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.
- 343 10. If a requested leave is because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position, or to care for a spouse, child or parent who has a serious health condition, the Employee may be required to file with the Employer, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by the Employer. Similarly, as a condition of restoring an Employee whose FMLA leave was occasioned by the Employee's own serious health condition, the Employer may also require the Employee to obtain and present certification from his/her health care provider that the Employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 344 11. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs B.1.c. and B.1.d., the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 345 12. A leave taken under paragraph B.1.a. or B.1.b. above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the Employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph B.1.c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the Employee to transfer temporarily to an available alternative position offered by the Employer for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Employee's regular position.
- 346 13. The provisions of paragraphs B.1-B.12 above are intended to

comply with the Family and Medical Leave Act of 1993, as amended, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

347 C. Unpaid Medical Leave

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

349 2. An Employee who is unable to work because of illness or injury and is ineligible for, or has exhausted, his/her FMLA leave entitlements as provided in Section B. above, shall, upon proper application, be placed on unpaid medical leave for a period of up to one (1) semester. An Employee may also request an extension of medical leave. If approved by the Employer, said extended medical leave shall be without pay for a period of up to one (1) semester. Said leaves may be further extended at the Employer's discretion for additional periods of up to one (1) semester, but the total period of the leave time, including any FMLA leave, shall not exceed two (2) full years.

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

351 D. Bereavement Leave

352 An Employee will be allowed up to three (3) consecutive calendar days without loss of pay or benefits, to attend the funeral of a member of the Employee's immediate family. "Immediate family" for purposes of this provision shall be defined as: husband, wife, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to an Employee when the Employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person, when the person was a child. For any individual not listed above, three (3) days of bereavement leave may be requested. Such requests shall not be unreasonably denied.

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

unreasonably denied by the Employer.

354 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.

355 E. Jury Duty

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

357 F. Military Leave

358 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.

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

360 Military Family Leave Provision

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

361 FMLA also includes a special entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his

or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

362 3. Time Limits for Military Leave

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

363 G. Personal Business Leave

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

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

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

367 H. Leave Conditions

368 1. Approval of Leaves

369 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.

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

ARTICLE XXII. FRINGE BENEFITS

- 372 A. Description and Listing
- 373 The Employer will provide each Employee a summary description of the Employee's fringe benefits within sixty (60) calendar days of the commencement of the Employee's regular full-time employment with Eastern Michigan University.
- 374 B. Eligibility
- 375 Employees must be on a full-time, one hundred percent (100%) appointment to be eligible for fringe benefits.⁶ Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for these benefits.
- 376 C. Group Medical Benefits Plan
- 377 Effective January 1, 2017, Employees shall have the option of participating in one of the following benefit plan options, with benefits equal to or substantially similar to those set forth in the Health Care Options Booklet. It is understood that such benefits will be provided during the Fall and Winter semesters when the individual is expected to render direct services to the Employer as provided elsewhere in this Agreement. It is also understood and agreed that such coverage will extend through the Summer term immediately following such Employee's base academic year assignment.
- 378 Comparable group medical benefits and plans may be substituted for the options listed below, subject to the Union's approval, whose approval shall not be unreasonably withheld.
- 379 1. Benefit Plan Options
- 380 a. Blue Cross and Blue Shield Community Blue Preferred Provider Organization (PPO) Plan
- 381 b. Blue Cross and Blue Shield Health Maintenance Organization (HMO)
- 382 c. Blue Cross and Blue Shield Flexible Blue High Deductible

⁶ Subject to the other provisions of this Agreement, Employees whose assignments are reduced to not less than 60% of a full-time load will remain eligible for all benefits provided in this Article. Employees whose assignments are reduced to less than 60% of a full-time load shall be ineligible for the benefits provided herein.

Health Plan/Preferred Provider Organization Plan (HDHP/PPO)
and Health Equity Health Savings Account (HSA)

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

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

	CY 2017	CY 2018
Single	\$836	\$907
Two-person	\$1,673	\$1,815
Family w/3-4 individuals	\$2,007	\$2,178
Family Plus (>4 individuals)	\$2,342	\$2,540

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

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

	CY 2017	CY 2018
Single	\$196	\$223
Two-person	\$391	\$445
Family w/ 3-4 individuals	\$488	\$556
Family Plus (>4 individuals)	\$587	\$669

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

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

	CY 2017	CY 2018
Single	\$587	\$669
Two-person	\$1,173	\$1,336
Family w/ 3-4 individuals	\$1,465	\$1,669
Family Plus (>4 individuals)	\$1,759	\$2,005

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

390 Spouses who have access to employer subsidized coverage must enroll with
their employer's plan for primary coverage, but may remain on the
University's plan as secondary coverage only. Spouses without access to
employer subsidized coverage may remain on the University's plan as primary
coverage, provided proper application pursuant to section C.4.a. (mp 395) of
this article.

391 Employees with plans that currently include coverage for individuals:

- Deemed ineligible due to marginal paragraph 390 (directly above)
or other new changes from the previous contract (2013-2016) to the
current contract that affected the individual's eligibility for health
care coverage in calendar year 2017; and
- Who are not enrolled in secondary insurance with EMU in 2017,
will receive a one-time one-thousand dollar (\$1,000) payment (not
added to base salary) in January 2017.

392 EMU shall provide the Union with a copy of certificates and riders for all
plans ten (10) working days prior to the open enrollment period.

1. Employees who obtain age sixty-five (65) are eligible for Medicare
benefits. With the passage of the Tax Equity and Fiscal
Responsibility Act (TEFRA), the Employer provided health insurance
plan becomes the primary health insurance carrier. Medicare
becomes the secondary health carrier for active Employees who are
age sixty-five (65) or over.
- 393 2. Additions and changes to an Employee health care coverage must be
made within thirty (30) calendar days of the event (marriage, divorce,
birth, adoption) by contacting the Benefits Office and completing the
appropriate change form. Failure to make these changes as herein
provided will result in any additions and/or changes being excluded
from such benefits plan until such time as the Employee enrolls and
makes proper application during an open enrollment period.
- 394 3. To qualify for the medical benefits as above described, each
Employee must individually enroll and make proper application for
such benefits at the Benefits Office, within thirty (30) calendar days
of the commencement of his/her regular employment with the
Employer. An Employee who fails to enroll and make proper
application as herein provided is specifically and expressly excluded
from such benefits plan until such time as s/he enrolls and makes
proper application during the annual open enrollment period.
- 395 4. a. Provided proper application, enrollment and, where
applicable, all required payroll contributions are made by an
Employee, the Employer agrees to continue this coverage and
pay its share of the cost for maintaining the medical benefits

plans described in this Section C., for the Employee, eligible spouse and his/her eligible dependent children under twenty-six (26) years of age, subject to the terms and conditions applicable to each of the respective plans.

- 396 b. In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the Employer of providing the medical benefits described in this Section C., the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 397 6. Group medical benefits for an Employee who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for as long as the employee is on unpaid medical leave, not to exceed twelve (12) months in duration, and for as long as the Employee continues to pay the Employee's share of the premium when due. Group medical benefits shall be terminated if the Employee's share of the premium is more than thirty (30) days late, provided EMU has given the employee at least fifteen (15) days advance notice advising that the coverage will terminate for non-payment.
- 398 a. The Employee may request to continue group medical benefits at his/her own expense for an additional twelve (12) months during an unpaid leave at the full group rate. Upon the termination of group medical benefits, the employee may continue those benefits as provided for under COBRA.
- 399 b. Group dental benefits for an Employee who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for up to twelve (12) weeks.
- 400 c. Thereafter, an Employee who has been granted unpaid leave may request the continuation of group dental benefits for the duration of the unpaid leave at his/her own expense at the full group rate. Upon the termination of group dental, the Employee may continue those benefits as provided under COBRA.
- 401 d. An Employee who has been granted unpaid leave may request the continuation of group life insurance benefits for the duration of the unpaid leave at his/her own expense at the full group rate for up to twelve (12) months. After twelve (12) months, the employee may continue life insurance benefits at his/her own expense by making application directly to the life insurance carrier.

- 402 e. To qualify for the benefits as described above, each Employee must individually make proper application for such benefits by applying for a leave of absence with the appropriate human resource office and providing such medical documentation as needed to make a determination of eligibility.
- 403 7. An Employee's medical benefits plan shall terminate effective at the end of the month in which the Employee is terminated, is laid off, the group medical benefits plan terminates, or the Employee goes on unpaid leave, resigns, or retires, except as otherwise provided in this Agreement.
- 404 8. In many cases COBRA requires that the opportunity to continue medical and dental benefits be extended:
- 405 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;
- 406 b. to surviving eligible spouses and dependents upon the death of an Employee;
- 407 c. to eligible spouses and dependent children in the event of a divorce or on termination of eligibility for benefits;
- 408 d. to dependent children who exceed the plan's age limitations;
- 409 e. to eligible spouses and dependents of Employees who become entitled to Medicare coverage.
- 410 9. Employees and the eligible spouses and dependents of Employees who are eligible to continue medical and dental coverage under COBRA may do so for the period mandated in the individual's circumstances by COBRA. For benefits lost by Employees and their eligible spouse and dependents due to an Employee's termination of employment or reduction in hours, that period is determined by the U.S. Department of Labor. For benefits lost by eligible spouses or dependents of an Employee due to the occurrence of other events that trigger COBRA coverage. In accordance with COBRA, EMU shall require payment of a premium for the period of coverage continuation and shall charge up to the maximum premium allowed by COBRA.
- 411 10. 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.

412 D. Waiver of Medical Health Care Benefits

413 An Employee who is otherwise eligible to participate in the Employer's Group Medical Benefits Plan may elect to waive such coverage, provided s/he makes proper application to the Benefits Office, showing evidence of coverage through a plan other than one provided by the Employer. Employees for whom the waiver is granted will receive \$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 Employer's health plans upon showing proof that the health coverage on which they relied is no longer available, or during the annual open enrollment period. No contributions will be made to TIAA based on this waiver payment.

414 An Employee who has decided to retain coverage for himself/herself and eligible dependent children but who nevertheless desires to waive coverage for his/her spouse, may elect to waive such coverage, provided s/he makes proper application to the Benefits Office showing evidence of coverage through a plan other than one provided by the Employer. Employees for whom the waiver is granted will receive \$600 per year (not added to base salary), prorated for the period medical health care coverage is waived for his/her spouse. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the health coverage on which they relied is no longer available, or during the annual open enrollment period. No contributions will be made to TIAA based on this waiver payment.

415 E. Group Life and Accidental Death and Dismemberment Insurance

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

417 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.

418 To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Employee must individually enroll and make proper application for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of the Employee's regular employment with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as they enroll and make proper application with the Benefits Office. Changes in benefit amounts

based on changes in base salary occur with the effective date of the change in base salary. Base salary excludes supplemental appointments and any other extra compensation.

419 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.

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

421 F. Dental Care Benefits

422 1. The Employer will provide and maintain dental care benefits for Employees commencing on the first day of the month following an Employee's first day of actual work on a full-time one hundred percent (100%) appointment.

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

424

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

Maximum Contract Benefit

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

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

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

426 2. To qualify for dental care benefits as described above, each

Employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of the Employee's regular employment with the Employer. An Employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time s/he enrolls and makes proper application with the Benefits Office.

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

428 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.

429 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.

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

431 SHORT TERM DISABILITY PROGRAMS

432 1. The Employer agrees to provide and maintain an optional Short Term Disability Insurance coverage for employees, commencing on the first (1st) day of the second semester of regular employment. Such benefits shall be equal to sixty-six and two-thirds (66 2/3%) of the employee's regular weekly salary up to a maximum benefit of three-hundred (\$300) dollars per week. Benefits shall begin on the seventh (7th) day of disability for an applicable illness or accident and may continue up to a maximum of thirteen (13) weeks.

433 2. Employees must use applicable sick leave days within the first seven (7) days waiting period. Employees may not receive sick

leave benefits under the Employer's Sick Leave program while receiving Short Term Disability Insurance benefits.

- 434 3. To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until they complete a Personal Health Statement which substantiates insurability during the University's annual open enrollment period for Health Care. The Short Term Disability carrier makes the eligibility determination. The effective date for coverage will coincide with that of the Open Enrollment Effective Date.
- 435 4. It is understood that any employee who is not currently enrolled for Short Term Disability coverage will have one (1) opportunity to enroll in the plan during the next Open Enrollment Period (Fall 2017) and will not be subject to completing the Personal Health Statement during this enrollment period. All subsequent attempts to enroll in the plan will be in accordance with the new language of paragraph 3.
- 436 5. The Employee who elects the Short-Term Disability Insurance Benefit agrees to the cost of providing short-term disability insurance coverage. The employee shall contribute the amount of the monthly cost of such insurance coverage, which shall be deducted from his/her pay.
- 437 6. The specific terms and conditions of the insurance company shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.
- 438 7. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overloads, and any other extra compensation.
- 439 8. Short-Term Disability Insurance Coverage shall terminate on the date that an employee terminates, is laid off, goes on a leave of absence, retires, or the short-term disability insurance plan terminates.

440 LONG-TERM DISABILITY BENEFITS

- 441 1. The Employer agrees to provide and maintain group long-term disability benefits for employees, commencing on the first (1st) day of the second semester of employment. Such benefits shall be equal to sixty-five percent (65%) of the employee's regular

monthly earnings up to a maximum benefit of seven-thousand dollars (\$7000) per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program.

- 442 2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as s/he enrolls and makes proper application.
- 443 3. Provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost of maintaining the above described benefits plan subject to the same rules set forth in this article for the payment of group medical benefit costs.
- 444 4. Changes in benefit amounts based on changes in basic annual salary occur effective with the change in base salary. Basic annual salary excludes supplemental appointments, overloads, and any other extra compensation.
- 445 5. An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, the disability benefits plan terminates, or the employee's unpaid medical leave of absence exceeds two full years.

446 G. Workers' Compensation Benefits

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

448 H. University Business Travel Insurance Coverage

- 449 1. The Employer will provide and maintain for all full-time Employees traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Employee shall be proportionately

reduced based on the number of individuals making claim.

450 2. To qualify for University Business Travel Insurance Coverage, each Employee must individually enroll for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of the Employee's regular employment with the Employer. An Employee who fails to enroll as herein provided is specifically and expressly excluded from such coverage until such time s/he enrolls with the Benefits Office.

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

452 I. University Business Travel Automobile Insurance Coverage

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

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

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

456 J. Banking

457 1. Direct Deposits

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

459 Credit Union

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

461 K. Business Travel at University Expense

462 1. Policies

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

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

465 L. Tuition Waiver Program for Employees

466 1. A tuition waiver program providing for a waiver of the full cost of
tuition for up to six (6) semester hours of credit per Fall/Winter
semester and twelve (12) credits for the Summer semester at
Eastern Michigan University, will be available to eligible
Employees. This program applies to tuition only; registration and
other incidental fees which may be charged shall be borne by the
Employee.

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

468 a. An Employee must have completed one (1) year on a regular
full-time, one hundred percent (100%) appointment prior to
the first day of classes of the term or semester for which s/he
plans to register.⁷

469 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.

470 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.

471 d. The Employee must agree to reimburse the Employer for the
cost of all tuition waiver benefits forfeited under the terms
and conditions hereinafter provided. To assure prompt
reimbursement of all amounts paid by the Employer for
tuition waiver benefits forfeited by the Employee, the
Employee shall authorize the Employer to collect such
amounts through deductions from the Employee's pay in

⁷ Subject to the other provisions of this Agreement, Employees whose loads are reduced to not less than 60% of a full-time load shall remain eligible for the full tuition waiver benefit provided in L. 1. above.

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.

- 472 3. Employees on full-time, one hundred percent (100%) appointments for the term or semester for which application is made will be entitled to full benefits.⁸ Employees who are appointed for the academic year, but who do not work during the Summer semester, are eligible for the tuition waiver benefit for those semesters.
- 473 4. The Employee must take courses during non-working hours.
- 474 5. An eligible Employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 475 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).
- 476 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.
- 477 c. The Employee withdraws from a course after the date specified in the course bulletin for tuition refund. Exceptions may be made upon a showing of appropriate cause by the Employee (e.g., prolonged incapacitating illness, unanticipated conflict between a course in which the Employee is required to teach and the one in which s/he is enrolled, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Business Services.
- 478 M. Tuition Waiver Program for Employee Spouses and Dependent Children
- 479 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate tuition at Eastern Michigan University will be available to spouses and dependent children of eligible Employees who have been employed for at least one (1) academic semester. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child. It is the intent of the Employer to provide only a fifty percent (50%) tuition waiver to any individual

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

dependent regardless of the fact that both parents may work for the Employer.

- 480 2. An eligible Employee’s spouse or dependent child will be eligible
for a tuition waiver if s/he:
- 481 a. Presents evidence to the Benefits Office confirming that:
- 482 (1) S/he is the spouse or dependent child of an eligible
Employee. Dependent children shall be defined as: (a)
legally dependent children of an eligible Employee; and (b)
children who have an eligible Employee as their legal
guardian.
- 483 (2) S/he has satisfied all admission requirements and is eligible
to enroll for courses.
- 484 3. A completed application for tuition waiver must be approved by
the Benefits Office during the timelines outlined below:
- 485 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.
- 486 4. Failure to submit an application for approval within the required
timelines may forfeit the spouse or dependent's eligibility for that
term. Upon approval by the Benefits Office, the application will be
mailed to the Employee.
- 487 5. An eligible Employee’s spouse or dependent child shall be subject
to all employer’s academic standards, policies and practices and
may be refused admission to the University, enrollment in courses,
or continued enrollment at Eastern Michigan University the same
as any other student of the University.
- 488 6. Tuition waiver benefits eligibility for a spouse or dependent child
shall cease at the end of the semester in which the eligible
Employee terminates his/her employment with the Employer. If
the spouse/dependent child drops or withdraws from courses
during the one hundred percent (100%) drop period, any refund
applicable to the tuition waiver shall revert to the Employer. If the
student drops classes after the one hundred percent (100%) drop,
s/he shall reimburse the Employer in full for all tuition previously
waived by Eastern Michigan University.
- 489 7. An eligible Employee’s spouse or dependent child shall forfeit
tuition waiver benefits and must reimburse the full cost of such
benefits to the Employer if:
- 490 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).

491 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.

492 c. The eligible Employee’s spouse and/or child withdraws from a course after the date specified in the course bulletin for tuition refund. Exceptions may be made upon a showing of appropriate cause by the eligible Employee (e.g. prolonged incapacitating illness, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Business Services.

493 N. Flexible Spending Account

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

495 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.

496 O. Retirement Programs

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

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

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

500 2. Each Employee must elect to participate in one (1) of these retirement programs within thirty (30) calendar days of the commencement of the Employee’s regular employment with the Employer. An Employee who does not make such an election

within this time period shall automatically be enrolled in the TIAA-CREF Defined Contribution Plan. Once an Employee has been so enrolled such enrollment is final and cannot be changed.

501 3. The Employer Contributions

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

503 b. The Employer will contribute the amount specified annually by the state of Michigan for each Employee participating in the Michigan Public School Employees Retirement System.

504 c. For Employees hired prior to January 1, 2017 and who participate in TIAA, the Employer shall contribute ten percent (10%) of the Employee's earnings to the retirement plan.

505 d. Employees hired after January 1, 2017 and who participate in TIAA, will receive retirement benefits in accordance with the following University retirement plan. The Employer will contribute 5% of employee earnings to TIAA with no required employee contribution. Employees may also choose to contribute. Employee contributions will be matched by EMU contributions according to the table below:

506

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

507 4. Tax Deferred Annuities

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

ARTICLE XXIII. SPECIAL CONFERENCES

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

Assistant Vice President for Academic Affairs, or his/her designated representative.

ARTICLE XXIV. PERSONNEL FILES

- 510 A. An Employee, on giving reasonable written notice, shall be permitted to review the Employee's own personnel file, excluding confidential letter(s) of recommendation. Such review shall occur during normal business hours in the presence of the responsible custodian of such file. The Employee shall have the right to copies of materials in his/her file. The Employee may be accompanied by a representative of the Employee's own choice at the time the file is examined.
- 511 B. If an Employee should become aware of information included in the Employee's personnel file that is factually in error, the Employee may petition, in writing, the Assistant Vice President for Academic Affairs, or his/her authorized designee, to remove said information from the file. The Employee shall bear the burden of proof of establishing that the information is factually in error. If the Assistant Vice President for Academic Affairs, or his/her authorized designee, concludes that the information is in error, such information shall either be excised from the document in which it is located, or the document removed from the Employee's personnel file, whichever the Assistant Vice President for Academic Affairs, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Assistant Vice President for Academic Affairs, or his/her authorized designee, shall be final and binding on the Employee and the Union, and may not be challenged under the Grievance and Arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this provision shall not be introduced as evidence or otherwise considered in any grievance, arbitration, or other proceeding against the Employer.
- 512 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.
- 513 D. Disclosure of disciplinary actions to third parties shall be governed by the Bullard-Plawicki Employee Right to Know Act, MCL 423.501-423.512.

ARTICLE XXV. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

- 514 Administrative/Professional (AP) positions are, at times, made available to qualified Employees. To provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
- 515 1. An Employee appointed to an AP position shall be transferred

- outside the Bargaining Unit for the duration of the Employee's appointment.
- 516 2. As an AP Employee, the Employee shall be subject to such terms and conditions of employment as the Employer may establish or which may otherwise govern the position to which s/he is appointed.
- 517 3. Upon the expiration of the Employee's appointment to an AP position, the Employee shall be returned to the Bargaining Unit and his/her former department and position, subject to the other provisions of this Agreement.
- 518 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.
- 519 5. The Union shall be notified within thirty (30) days of the appointment of an Employee to an AP position and within thirty (30) days of the return of an Employee to the Bargaining Unit.

ARTICLE XXVI. *COMPUTATION OF WORK TIME*

- 520 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:
- 521 One (1) full-time academic year or its equivalent = 34 weeks
- 522 One (1) full-time academic year or its equivalent = 1,360 hours
- 523 Employee appointments of less than full-time shall be prorated in accordance with the above formula.

ARTICLE XXVII. *PAST PRACTICES*

- 524 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.

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ARTICLE XXVIII. *SCOPE OF AGREEMENT*

- 525 A. Agreement Construction
- 526 The article and titles throughout this Agreement are merely editorial

identifications of their related text and do not limit or control that text.

527 B. Entire Agreement

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

529 C. Saving Clause

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

ARTICLE XXIX. DURATION AND AMENDMENT

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

532 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 September 2, 2016

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
FEDERATION OF TEACHERS
(EMU-FT)

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

Jeremy Proulx, EMUFT
Co-Chief Negotiator

Mary Linblade, Associate Director
Academic Human Resources

Robbya Green-Weir, EMUFT
Co-Chief Negotiator

Todd Ohmer
Assistant to V.P. Business & Finance

Lisa Laverty, President
EMUFT

Kathleen Stacey, Interim Dean
College of Arts and Sciences

Sonya Alvarado, Michigan Field Rep.
American Federation of Teachers

Patricia Henry
Academic Human Resources Generalist

Daric Thorne, Lecturer
Sociology, Anthropology, Criminology

Richard Sambrook, Department Head
Geography and Geology

Appendix A

**Memorandum of Understanding
By and Between Eastern Michigan University and
the Eastern Michigan University Federation of Teachers**

Joint Committee on Course Equivalencies

It is hereby understood and agreed between Eastern Michigan University and the EMUFT that a joint committee on course releases and equivalencies relevant to Full-time Lecturers will be formed to study the factors for which equivalency credit (towards meeting the contractual credit hour norm) may be awarded, as described in the Workload article of the Agreement.

A committee consisting of an equal number of members from the EMUFT and administrators selected by the Provost and Vice President for Academic and Student Affairs shall be formed no later than January 31, 2017. The parties will each designate a co-chair from their respective committee members.

The joint committee is charged with:

- Gathering data about the teaching loads assigned to Full-time Lecturers including the provision of equivalency credit, released time, and overload teaching assignments.
- Gathering data on the process by which equivalency credit, released time and overload assignments are provided in each department and/or in consultation with the Deans.
- Analyzing this data and providing their findings to the President of the EMUFT and the Provost and Vice President for Academic and Student Affairs by no later than March 31, 2018.

It is further specifically understood and agreed by the parties to this Agreement that the provisions stated above are consistent with the Collective Bargaining Agreement between EMU and the EMUFT, and therefore, that the provisions herein will not alter, modify, or otherwise establish precedent for future interpretation or application of that Agreement.

Agreed to and accepted the 31st day of August, 2016.

David Woike
EMU Administration Chief Negotiator

Jeremy Proulx
EMUFT Co-Chief Negotiator

Robbya Green-Weir
EMUFT Co-Chief Negotiator

Appendix B

**Memorandum of Understanding
By and Between Eastern Michigan University and
the Eastern Michigan University Federation of Teachers**

Joint Committee on FTL Promotion Recommendation Summary Form

A committee consisting of an equal number of members from the EMUFT and administrators selected by the Provost and Vice President for Academic and Student Affairs shall be formed no later than November 1, 2016. The parties will each designate a co-chair from their respective committee members.

The joint committee is charged with recommending revisions to the current Full-Time Lecturer Recommendation Summary Form to reflect this Agreement. Recommendations of the committee will be forwarded to the Provost and Executive Vice President for Academic and Student Affairs by January 15, 2017.

It is further specifically understood and agreed by the parties to this Agreement that the provisions stated above are consistent with the Collective Bargaining Agreement between EMU and the EMUFT, and therefore, that the provisions herein will not alter, modify, or otherwise establish precedent for future interpretation or application of that Agreement.

Agreed to and accepted the 31st day of August, 2016.

David Woike
EMU Administration Chief Negotiator

Jeremy Proulx
EMUFT Co-Chief Negotiator

Robbya Green-Weir
EMUFT Co-Chief Negotiator

Appendix C

**Memorandum of Understanding
By and Between Eastern Michigan University and
the Eastern Michigan University Federation of Teachers**

Professional Development Support

The University shall adopt a program of Full-time Lecturer Professional Development Support in direct support of activities designed to enhance Employees' delivery of instruction.

Beginning in Winter 2017, a joint committee consisting of an equal number of members from the EMUFT (on behalf of the Full-time Lecturers) and administrators selected by the Provost and Vice President for Academic and Student Affairs will meet for the purpose of establishing guidelines, application requirements, and deadline dates for Full-time Lecturer Professional Development Support.

Funding for the Full-time Lecturer Professional Development Support shall be \$10,000 in academic year 2017-18. Funds will be administered by the Provost and Executive Vice President of Academic and Student Affairs.

Agreed to and accepted the 2nd day of September, 2016.

David Woike
EMU Administration Chief Negotiator

Jeremy Proulx
EMUFT Co-Chief Negotiator

Robbya Green-Weir
EMUFT Co-Chief Negotiator