

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EASTERN MICHIGAN UNIVERSITY

AND THE

PART TIME LECTURERS' UNIT OF

EASTERN MICHIGAN UNIVERSITY

FEDERATION OF TEACHERS (EMUFT)

2017 – 2020

Ratified October 21, 2017

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ARTICLE I AGREEMENT

- 1 This agreement is made and entered into effect September 1, 2017 by and between Eastern Michigan University (hereinafter “EMU” or “Employer”) and the Eastern Michigan University Federation of Teachers (hereinafter “Union”).

ARTICLE II GENERAL PURPOSE AND INTENT

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

ARTICLE III RECOGNITION

- 3 A. Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of 1939 as amended, and Act 336 of the Public Acts of 1947, as amended, Eastern Michigan University does hereby recognize the Union, as the exclusive collective bargaining representative for all Employees employed by Eastern Michigan University in the following unit:
 - 4 All instructional staff; field instructors in the Office of Academic Services, College of Education; and all adjunct professional library staff employed by Eastern Michigan University teaching at least one credit hour or an equivalent non-credit instructional workload but excluding:
 - 5 Faculty members represented by the EMU-AAUP; Lecturers in the Full-Time Lecturers Bargaining Unit; Adjunct Professors; Visiting Professors and Exchange Professors; Graduate students appointed as Teaching Assistants, Doctoral Fellows, or KCP Fellows; Peer Tutors enrolled in an undergraduate or graduate degree program at Eastern Michigan University; Post-doctoral Fellows; Visiting Scholars and Visiting Scientists; Individuals who hold administrative, professional or technical appointments and also perform teaching or other instructional-related tasks as part of the workload for that appointment; Department Heads; Supervisors; Managerial Employees as defined by PERA; Confidential Employees as defined by PERA; All other individuals employed by Eastern Michigan University.
- 6 B. An employee holding more than one appointment will be deemed a member of the unit relative to (and only for purposes of) any appointment meeting the above definition, unless one of the appointments is a Department Head, Manager, Supervisor, Administrator, or Confidential appointment, in which case the employee will be wholly excluded from the unit.

- 7 C. The Employer agrees that it will not aid, promote or finance any other Union which purports to engage in collective bargaining on behalf of Employees in the unit as defined in Paragraphs A and B above.

ARTICLE IV MANAGEMENT RIGHTS

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

ARTICLE V UNION RIGHTS

- 9 A. Information furnished to the Union

- 10 1. A list of the members of the Bargaining Unit including each Employee's EID, name, email, campus address, home address and telephone (if they are available and the Employer has not been requested to withhold this information from the public). This list will be provided in Fall Semester by September 15th, Winter Semester by January 15th, and the Summer Semester by May 15th of the same calendar year.
- 11 2. A second list of the members of the Bargaining Unit, including each Employee's EID, name, 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), salary, home department, the department(s)/school(s) in which they are assigned to teach, semesters employed, original hire date, step, semesters credited towards step status, credit hours taught in the reporting semester, and degree status. The second list will be furnished no later than October 1st (Fall Semester), February 1st (Winter Semester), and June 1st (Summer Semester). 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).
- 12 3. A third list of the members of the Bargaining Unit including each Employee's EID, name, email, step, credit hours (or equivalent) for each semester of the applicable lookback period (as described in Article XV), and the resulting minimum for the following Fall and Winter semesters. This list will be furnished no later than June 1.
- 13 4. Accuracy of reporting: The parties recognize the complexity of the Part-Time Lecturer hiring process. The Employer shall make bona fide efforts to accurately prepare aforementioned reports in items 9.1 and 9.2 above.

- 14 5. 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.
- 15 6. 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 mid-year revisions), and the Annual Audited Financial Statements, when such documents have been approved by the Board of Regents for submission to State Offices.
- 16 7. The Employer will provide access to electronic copies of the Faculty Course Assignment Reports for each Fall and Winter semester and Summer semester, as soon as they are available.
- 17 8. 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.
- 18 B. Selection of Representatives
- 19 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 the necessary power and authority to make proposals and consider proposals in the course of negotiations.
- 20 C. Ratification
- 21 The Agreement shall not be binding until ratified by the Union and approved by the Board of Regents of Eastern Michigan University.
- 22 D. Union use of EMU Facilities and Services
- 23 1. The Union and Union officers shall, for the purpose of carrying out the business of the Union, have the right to hold meetings in EMU facilities at such times and places as are available with approval of the Employer, at the rate normally charged to EMU groups.

24 2. The Union will be provided with an office on EMU's central campus, subject to availability and normal charges, if any. "Normal" charges are defined as those customarily charged to other EMU groups. Keys for the office door and building will also be provided at prevailing rates. The Union will have a working telephone installed in its office. All telephone bills (including installation fees and start-up charges) shall be the sole responsibility of the Union. The Union will be given the right to have a telephone number listed in the campus telephone directory.

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

26 Facilities, including meeting rooms or equipment, such as duplicating, and audiovisual, will be available to the Union at the rates normally charged.

27 E. Copies of Agreement

28 This agreement will be posted on the Academic Human Resource'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 provided to all Employees in the Bargaining Unit who request one. Two hundred (200) copies will be provided to the Union. One additional unbound copy will also be provided to the Union. Electronic copies as Word and .PDF files will also be provided to the Union no later than thirty (30) calendar days after ratification.

29 F. Employee Orientation

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

When written notice to the Union is required by this Agreement, such notice shall be sent to the Union President in writing or via electronic mail by the Assistant Vice President for Academic Affairs.

ARTICLE VI MEMBERSHIP DUES

31 A. Membership Dues

32 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.

33 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.

34 B. Method of Payment

35 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.

36 C. Payroll Deduction Authorization Form/Membership Card

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

38 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.

39 A copy of the properly executed Payroll Deduction Authorization form for each Employee for whom Union membership dues 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.

40 D. Certification of Membership Dues

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

42 E. Payment by Payroll Deduction

43 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 Union by the Payroll Office. 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.

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

45 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 of 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.

46 G. Non-Membership

47 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.

48 H. Termination of Payroll Deduction

49 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 or electronic 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 the Employer

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

51 I. Refunds

52 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.

53 J. The Employer Save Harmless

54 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.

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

56 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.

57 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 VI, "Membership Dues and Service Fees", contained in the 2013-2017 Collective Bargaining Agreement between the Employer 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 VII EQUAL EMPLOYMENT OPPORTUNITY

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

59 B. This section shall be subject to Steps I through III of the Grievance Procedure, but is hereby expressly excluded from and may not be appealed to Step IV, Arbitration.

ARTICLE VIII PROFESSIONAL RESPONSIBILITIES

60 A. The primary professional responsibility of the Employee is teaching. Employees are expected to develop and maintain their professional skills in order to ensure high quality education for their students.

61 B. Teaching may include a number of particular obligations which employees are expected to fulfill, including but not limited to: meeting with students during and outside of assigned classes, assessing student work and performance, preparing syllabi and course materials, providing copies of syllabi and course materials to their supervisor on

request, and assigning and submitting grades in accordance with established Eastern Michigan University schedules.

- 62 C. Employees shall post and regular hold a minimum of one (1) office hour per week (face-to-face or online) at a time mutually agreeable to the Employee and the department head/school director. The Employee may schedule additional office hours by appointment at other times and locations beneficial to the students.
- 63 D. To facilitate the completion of these professional responsibilities, the Employer will provide without cost to all Employees a departmental mailbox, library privileges, electronic mail account, parking permit, the use of printing and duplicating equipment for instructional materials used for courses taught at EMU, a listing in all departmental directories, office and instructional supplies appropriate to the assignment, and opportunities for professional development. In departments or units where Employees have access to office space, they will continue to have that access. In all academic units where Employees do not have access, the department will identify and provide workspaces for Employees that include computer and telephone access.
- 64 E. Each Employee will be provided the Employer's IT services on the same basis they are provided to other instructional faculty. The Employer will make reasonable efforts to ensure that Employees have access to computers for classroom use.
- 65 F. Employees will be provided with the clerical assistance consistent with normal practices of their department and Eastern Michigan University policy.
- 66 G. Employees shall not be required to be on campus during official Eastern Michigan University holidays or closures.
- 67 H. 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 including but not limited to those offered by the Faculty Development Center, 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 Employee, including equal access, notification, and invitation to attend. Employees will have access to honoraria or stipends for participation in the above, comparable to other employees.
- 68 I. Distinguished Teaching Award
- 69 The Employer shall adopt six (6) Distinguished Teaching Awards for Employees. One (1) award will be allotted for each college, with two (2) for the College of Arts and Sciences. The Union shall establish the criteria, application procedures, and applicant screening process, and will make final award recommendations to the Assistant Vice President for Academic Affairs.

70 J. Intellectual Property

71 Employees who develop materials for classes, including online classes, retain all rights of ownership of the materials so developed. The Employee certifies that all appropriate copyrights are observed. At the Employee's option, he/she may sign over class materials to Eastern Michigan University.

ARTICLE IX INPUT AND COMMUNICATIONS

72 A. Input

73 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.

74 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.

75 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.

76 B. Communications

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

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

79 In the first month of Fall and Winter Semesters, each department/school will hold a meeting for Employees to explain ongoing University, 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 (2) weeks in advance of the meeting. Each academic unit will make fifteen (15) minutes available to the Union during the meeting.

80 Prior to scheduling courses for every semester, each Employee will have the opportunity to provide information in writing regarding preferred teaching assignments, 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 X ACADEMIC FREEDOM

81 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 XI EVALUATION

82 A. Evaluation Process

83 1. All Employees shall be subject to evaluation by the Employer. Evaluations conducted under this agreement can have the following outcomes:

- 84 a. Exceeds Expectations
b. Meets Expectations
c. Does Not Meet Expectations

85 2. Initial and Periodic Evaluations

86 a. The Department Head/School Director shall complete an initial evaluation of each Employee by the end of the second semester of employment. Periodic evaluations of each Employee shall occur in every third year or fourth semester, whichever is later, following the employee's most recent evaluation, with the exception of the circumstances detailed in A.2.f below.

87 b. The Department Head/School Director may defer the periodic evaluation of an Employee for a period of one academic year. The Department Head/School Director will provide written notice to the Employee (concurrent with Academic Human Resources) regarding the deferral of the evaluation by October 1st for evaluations taking place in the Fall Semester and by February 1st for evaluations taking place in the Winter Semester. The deferral will be recorded and placed on file using the "Deferral of Periodic Evaluation" form, which will be agreed upon by the Union and the Employer.

88 c. The Department Head/School Director will provide written notice to the Employee (concurrent with Academic Human Resources) regarding the

scheduling of the evaluation by October 1st for evaluations taking place in the Fall Semester and by February 1st for evaluations taking place in the Winter Semester. The evaluation will consist of the following:

- 89 1) Classroom and/or online observation by the Department Head/School Director or his/her designee. Classroom observations shall be arranged with at least ten (10) working days advance notice. Results of classroom observations shall be provided to the Employee in written format as soon as possible after the observation, but at least seven (7) working days prior to the deadline for submission of evaluation materials. The classroom observation may be waived for one (1) credit or off-campus courses where a direct observation is not feasible.
- 90 2) Student evaluations, if available, including student comments. Employees shall be responsible for retaining all original copies of student evaluation forms and comments, and will make those materials available at the request of the Department Head/School Director.
- 91 3) Course materials. Examples of course syllabi, assignments, exams, or other supportive material that further informs the Employee's teaching effectiveness or approach to teaching.
- 92 4) Curriculum vitae. A current curriculum vitae or resume.
- 93 d. Employees whose initial or periodic evaluation will occur in the Fall Semester shall submit their evaluation packet to their Department Head/School Director by November 15th. Employees whose initial or periodic evaluation will occur in the Winter Semester shall submit their evaluation packet to their Department Head/School Director by March 15th.
- 94 e. The results of the initial or periodic evaluation shall be made available to the Employee in writing before the end of the semester in which the evaluation was submitted.
- 95 f. A Department Head/School Director, in consultation with the Assistant Vice President for Academic Affairs, may require an evaluation should evidence of serious performance problems arise. The Assistant Vice President for Academic Affairs will contact the Union, and the Department Head/School Director will notify the Employee of the need for the evaluation at least ten (10) working days prior to any classroom observation.

96 B. Remediation Plan

If the Employee receives a rating of “Does Not Meet Expectations”, a Remediation Plan may be developed by which the Employee can raise the rating to “Meets Expectations” or above. The Remediation Plan will be developed with specific outcomes and a timeline for improvement. The Department Head/School Director will notify the Union prior to the development of the Remediation Plan, and Union representation is allowed during the development of the Remediation Plan. Following the period specified in the Remediation Plan, the Employer will place documentation of the Employee's success in meeting the goals of the Remediation Plan in the Employee's personnel file. If the Employee has not raised his/her rating to “Meets Expectations” or higher she/he will not be reappointed for subsequent terms. Such a decision is not subject to the grievance procedure.

ARTICLE XII DISCIPLINE AND DISMISSAL

97 A. An Employee may be disciplined, or his/her appointment may be terminated in mid-appointment, only for just cause.

98 B. If an Employee is terminated for cause in mid-appointment, the Employee's appointment shall be cancelled without payment to the Employee for lost wages or fringe benefits or other liability to the Employer. By way of illustration, but not by way of limitation, cause shall be:

99 1. serious professional misconduct;

100 2. 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);

101 3. the inability of an Employee, to complete his or her contractual responsibilities;

102 4. threatening, or, without legal justification, intentionally causing injury to any person in the workplace;

103 5. intentionally causing damage to property of Eastern Michigan University or the property of any individual on Eastern Michigan University's grounds or in Eastern Michigan University's buildings;

104 6. intentionally preventing the normal daily teaching, research or administrative operation of the Employer or directly inciting others to engage in such actions;

105 7. deliberately blocking the entrance or exit of any individual to or from the Employer's facilities or property for any reason not sanctioned the Employer;

- 106 8. engaging in any illegal activity reflecting negatively on the Employer;
- 107 9. acts of discrimination, sexual harassment, or any other form of harassment in violation of state, federal, or local law.
- 108 C. The Union may initiate a grievance on behalf of an Employee dismissed for just cause at Level 3 of the grievance procedure defined in Article XIV.

ARTICLE XIII SPECIAL CONFERENCES

109 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 XIV GRIEVANCE PROCEDURE

110 A. Construction

111 Nothing in this Article XIV shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Employee and the administrative agent of EMU immediately involved.

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

113 B. Definitions

114 An “Informal Consultation Period” is the period of time, beginning with the Employee having knowledge of an event, occurrence, or circumstance that may lead to a grievance.

115 A “Formal Consultation Period” is the period of time beginning when the Employee notifies the Employer in writing that they intend to seek resolution of an event, occurrence, or circumstance that may lead to a grievance, and ending at such time as Academic Human Resources notifies the Employee and the Union that the formal consultation period has ended.

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

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

118 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.

119 “Harm” is defined as an event, occurrence, or circumstance which is perceived to be a violation of the contract for which an Employee or group of Employees is seeking resolution.

120 C. Adjustment of Informal Complaints

121 Any individual Employee or group of Employees may at any time present informal complaints during an informal consultation period with the Employer. Said complaints may be adjusted without intervention of the Union. At the request of either party, any such adjustments will be reduced to written form and will be conveyed to the Employee(s), the Union, and Academic Human Resources at the time the adjustment is reached.

122 D. Adjustment of Formal Complaints

123 An Employee or group of Employees may at any time present formal complaints to the Employer during a formal consultation period. A request for formal consultation will be provided in writing to the Employer. During the formal consultation period, and at the request of either the Employer or the Employee, the Union may be called upon to enter in to a Special Conference per Article XIII of this Agreement. The formal consultation period will end if one of the following conditions is met:

124 1. The Employer and Employee or group of Employees come to a successful agreement resolving the event, occurrence, or circumstance to the satisfaction of both parties.

125 2. The Employee or group of Employees indicates in writing to the Employer that they wish to end the formal consultation period without a satisfactory resolution between the two parties.

126 3. Seventy (70) working days have passed since the perceived harm has occurred. For example, for disagreements related to course assignments, harm would be identified as having occurred beginning with the first day that the course in question was scheduled to meet.

127 Any successful resolution of a formal complaint will be reduced to written form and will be conveyed to the Employee(s), the Union, and Academic Human Resources at the time the adjustment is reached.

128 In the case that any of the above three conditions is met, then the Employer will, within five (5) working days, notify Academic Human Resources in writing. Upon receipt of this written notification, Academic Human Resources will, within five (5) working days, notify the Employee and the Union by electronic mail.

129 E. Basic Provisions

130 1. The Union's Grievance Officer and EMU's Assistant Vice President for Academic Affairs shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeal, notices of extension, and all other correspondence exchanged between the Union's and the Employer's representatives pursuant to the processing of grievances. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.

131 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.

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

133 F. Grievance Procedure

134 1. Step I

- 135 A Step I grievance shall be filed in writing by the Employee(s) or the Union. No Step I grievance will be entertained or processed unless it is submitted within twenty (20) working days of the later of the following: the occurrence of the harm identified in the grievance, or the end of the formal consultation period. 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.
- 136 The Department Head (or other appropriate administrative representative) will schedule a meeting with the Union to discuss the grievance with the Grievant(s), the Union's representatives, and other such person(s) he/she deems appropriate. This meeting shall be completed within ten (10) working days after the written notice of grievance is filed. A written answer to the grievance shall be provided to the grievant and the union within five (5) working days following the meeting.
- 137 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.
- 138 2. Step II
- 139 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.
- 140 The Dean (or other appropriate administrative representative) will schedule a meeting with the Union to discuss the grievance with the Grievant(s), the Union's representatives, the Department Head (or other appropriate administrative representative) and other such person(s) she/he deems appropriate. This meeting shall be completed within ten (10) working days after the written notice of grievance is filed. A written answer to the grievance shall be provided to the grievant and the Union within five (5) working days following the meeting.
- 141 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.

142 3. Step III

143 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.

144 The Assistant Vice President for Academic Affairs or his/her designee will schedule a meeting with the Union to discuss the grievance with the grievant(s), the Union's representative(s), the Department Head, Dean, or other appropriate administrative representative(s) involved at Step I and Step II, and such other person(s) she/he deems appropriate. The meeting shall be completed within ten (10) working days after the grievance is appealed to Step III as above provided. A written answer to the grievance shall be provided to the grievant and the union within five (5) working days following the meeting.

145 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)).

146 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.

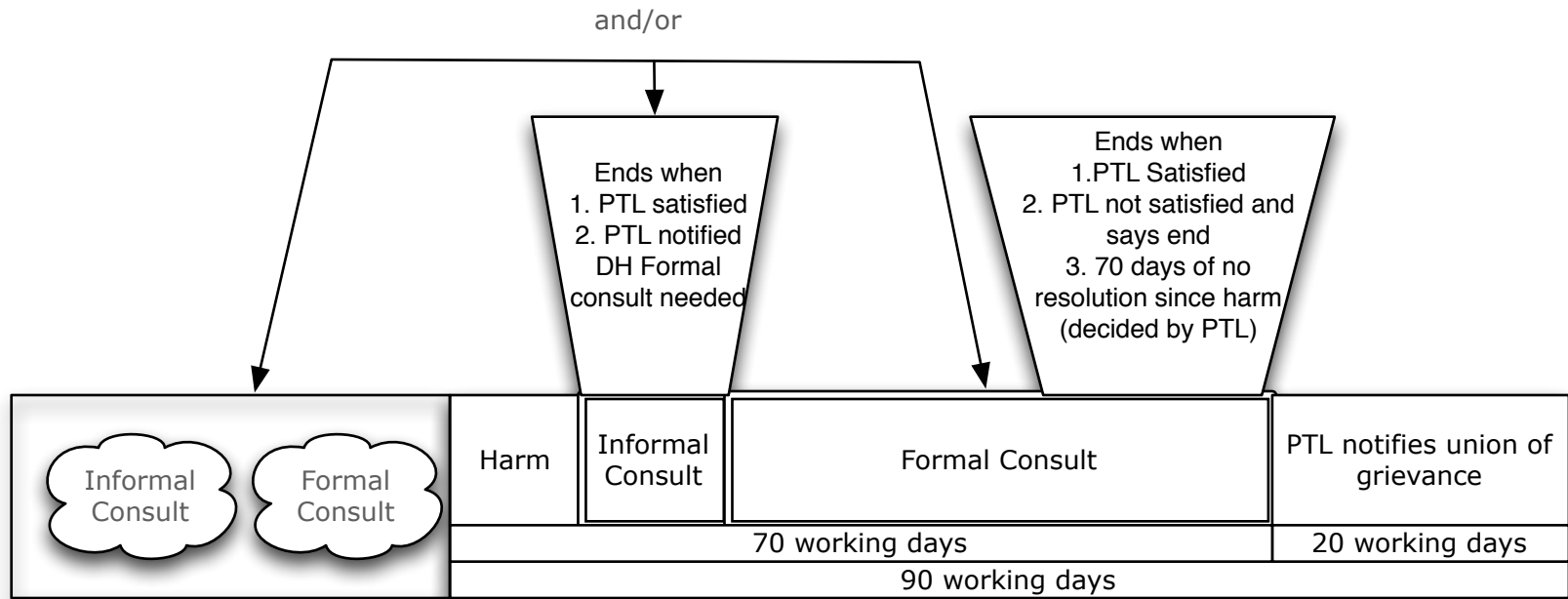
147 4. Step IV – Arbitration

148 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.

149 G. The Arbitration Hearing the Arbitrator's Decision and Award

150 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.

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



Step 1 Grievance		Step 2 Grievance			Step 3 Grievance			Arbitration	
10 days* DH, Union and others meet	5 Days DH gives written answer	10 days Union appeals to dean	10 days Dean Union and others meet	5 Days Dean gives written answer	10 days Union appeals to AHR	10 days AHR Union and others meet	5 Days AHR gives written answer	10 days Union contact AHR -arbitration	20 days Hire arbiter

*Days = working days

ARTICLE XV APPOINTMENTS

152 Appointments under this Agreement will follow the procedures described below effective Winter Semester 2018.

153 A. Posting

154 1. Prior to hiring any new Employee, the hiring department shall, notify by email all current Employees and eligible Employees (the latter as defined in Article XV, Section C, "Layoff"), in the hiring department of the teaching assignments or available work. The hiring department shall give priority in hiring to qualified current Employees who respond to the notification within five (5) working days. Whenever practicable, the hiring department shall use the Employer's web-based posting system to announce and invite applications for existing or potential vacancies.

155 2. The posting will list the minimum qualifications necessary for a candidate to be considered for the teaching position, or available work, and will include a general description of the responsibilities of the position(s).

156 3. Whenever practicable, postings will remain open for at least ten (10) consecutive business days before an offer is made to an external candidate. A single posting may result in an offer made to one or more candidates. The ten (10) consecutive business days will be concurrent with A.1. above where applicable.

157 4. The Employer will provide a link to its posting website on the Academic Human Resources website.

158 B. Appointments

159 1. An offer to hire an Employee is in the sole discretion of the Employer, which shall take into consideration such things as his/her availability, qualifications and his/her suitability for the stated requirements of the position(s).

160 2. The Employee's step and specific work to be performed will be described to the selected candidate in a letter of offer which will include an initial salary, the period of time for the work to be performed, and specific responsibilities and duties of the position. The letter of offer will include a reference and web link to the Employee's rights under this collective bargaining agreement. The letter of offer shall be signed by the Department Head or other authorized representative of the Employer. As soon as possible, the candidate will return a copy of this letter of offer with his/her signature as an acceptance of its terms.

- 161 3. Employees have no right of re-hire or continuing employment beyond the period of employment described in their letters of offer. Since employment ends at the conclusion of the assignment described in the letter of offer, decisions not to hire an Employee in future semesters are not subject to the grievance procedure.
- 162 4. For current Employees, the letter of offer shall be delivered via email as PDF or MS Word document as work becomes available
- 163 5. As soon as possible, the candidate will return a copy of this letter of offer with his/her signature as an acceptance of its terms.
- 164 6. A system of employment with two (2) steps is implemented for the Employees under this Agreement: Part-Time Lecturer A and Part-Time Lecturer B.
- 165 7. All initial appointments shall be at the Lecturer A step, except for candidates who have previously held Full-Time Lecturer positions with the Employer, whose initial appointment shall be at the Part-Time Lecturer B step.
- 166 8. Part-Time Lecturers who have met or exceeded expectations in their most recent evaluations will promote immediately upon completion of the required number of semesters as outlined in the table below;

Step	Semesters Employed
Part-Time Lecturer A	0-4
Part-Time Lecturer B	5+

- 167 a. For the purposes of counting “semester employed”, any course or courses taught during any fall or winter semester will count as one (1) semester taught or employed. Summer semesters are not included in this calculation.
- 168 b. Regardless of the number of terms or sub-terms employed during a fall or winter semester, the totality of the semester will equate to one (1) semester employed.
- 169 9. A Part-Time Lecturer at any level who has not been rehired at Eastern Michigan University for six (6) consecutive fall and winter semesters will be eligible to be rehired at Part-Time Lecturer A.
- 170 10. Due to the fluctuating nature of part-time work, Employees do not have reasonable assurance of rehire. Final determination regarding appointment levels shall be at the sole discretion of the Employer, subject to the guidelines below.

- 171 a. The Employer will make every reasonable effort to maintain a Part-Time Lecturer As and Bs minimum appointment level as determined below, if work is available and they meet the qualifications for the courses or assignments.
- 172 b. The order of assignment for qualified Employees shall be Part-Time Lecturer Bs before Part-Time Lecturer As, pursuant to the minimum appointments as described below.
- 173 c. Fall Semester Appointments: The Fall Semester appointment will be determined by averaging the Employee's fall assignment over the last three (3) years. Semesters where no work was assigned are excluded.
- 174 1. For Part-Time Lecturer Bs who have met or exceeded expectations in their most recent evaluation, the minimum assignment will be two-thirds (2/3) of the amount determined above rounded up to the nearest whole number.
- 175 2. For Part-Time Lecturer As who have met or exceeded expectations in their most recent evaluation, the minimum assignment will be two-thirds (2/3) of the amount determined above rounded up to the nearest whole number.
- 176 d. Winter Semester Appointments. The Winter Semester appointment will be determined by averaging the Employee's winter assignment over the last three (3) years. Semesters where no work was assigned are excluded.
- 177 1. For Part-Time Lecturer Bs who have met or exceeded expectations in their most recent evaluation, the minimum assignment will be two-thirds (2/3) of the amount determined above rounded up to the nearest whole number.
- 178 2. For Part-Time Lecturer As who have met or exceeded expectations in their most recent evaluation, the minimum assignment will be two-thirds (2/3) of the amount determined above rounded up to the nearest whole number.
- 179 As an example, for an Employee whose fall assignment was teaching six (6), three (3), and six (6) credit hours over the last three fall semesters, their two-thirds (2/3) average would be 3.33, which would then be rounded up to four (4) credit hours. A three (3) credit hour course does not meet this minimum.

180 11. Upon attainment of Part-Time Lecturer B status, the Employer will assign a two
(2) semester appointment (Fall and Winter), if work is available and they meet the
qualifications for the courses or assignments.

181 C. Layoff

182 1. Definitions:

183 a. A layoff is an involuntary separation from employment that occurs after an
offer letter has been signed by an Employee but prior to the end of the
employment period for which the offer has been made.

184 b. A partial layoff is an involuntary reduction in the percent of work described in
the offer letter that occurs after an offer letter has been signed by an
Employee.

185 Assuming qualifications for the assignment are met, the order of layoff shall be
Part-Time Lecturers A, then Part-Time Lecturers B.

186 2. Except as provided below, the order of layoff for Employees within each step shall
be on the basis of expertise, ability, and performance relevant to the assignment
in question as determined by the Employer.

187 3. When there is no substantial difference in the degree of expertise, ability, and
performance relevant to the assignment in question between two (2) or more
Employees within each step, the order of layoff shall be in the order of lowest
number of semesters employed.

188 4. If the date of the notice of layoff is on or after the first day of classes of the
semester for which the layoff applies, the academic unit may either determine
the order of layoff in accordance with the provisions above, or by the actual
section or course cancellation (i.e., those Employees assigned to cancelled
course(s) or section(s) could be selected for layoff).

189 5. Notice of full or partial layoff will be provided by the Employer as soon as possible
after the decision is made, and will include the reason(s) for the reduction as well
as language regarding recall privileges as indicated in Sections E and F below.

190 D. Recall

191 1. It is the responsibility of the Employee on the layoff status list to provide current
contact information and updated application materials to the academic unit. An
Employee on layoff status will be directed to check the Employer's web-based
posting system for appointment opportunities. Employees on layoff who want to

be considered for existing or potential openings in other disciplines should file an application(s) on Eastern Michigan University's Jobs website. An Employee will be notified of a recall offer via U.S. mail and electronic mail by the academic unit.

- 192 2. An Employee on layoff retains rights of recall for two years or until s/he has failed to accept offers of recall in two consecutive semesters, whichever is sooner. An Employee must provide written notice of acceptance of an offer within seven (7) working days, pursuant to Article XV.A.1. While on layoff status, an Employee who fails to accept an offer of recall will be given the same rights to notice and opportunities for recall that the Employee had prior to not accepting the offer of recall.
- 193 3. If an Employee does not reply to an offer of recall as described above, the academic unit is under no obligation to offer the Employee another recall opportunity.
- 194 E. Recall Priority
- 195 Assuming qualifications for the assignment are met, the order of recall shall be Lecturers B, then Lecturers A.
- 196 1. The order of recall for Employees within each step within an academic unit shall be based on expertise, ability, and performance relevant to the assignment in question as determined by the Employer, pursuant to Article XV.B above.
- 197 2. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two (2) or more Employees within each step, recall shall be in order of largest number of semesters employed.
- 198 3. Employees placed on layoff status retain the same access to general EMU facilities as Employees not on layoff. For example, such Employees may visit and use museums, galleries, special collections, and libraries with regular faculty borrowing privileges. After meeting specific fee requirements, Employees may also continue to participate in campus parking, use recreational sport facilities, and obtain athletic tickets. Additionally, Employees on layoff will continue to have full use of the email system. Other than the benefits described in this section, Employees on layoff will have no right to any compensation or benefits.

ARTICLE XVI LEAVES OF ABSENCE

199 A. Paid Leave Days

200 Each Employee will be granted three (3) days of paid leave per semester of assignment (Fall, Winter, Summer). Notice of absence must be given to the Department Head as promptly as possible so arrangements for coverage can be made.

201 Paid leave may be used on any day for which an Employee is scheduled to work. An Employee will be considered absent if the Employee fails to appear for his/her regularly scheduled duties.

202 B. Family and Medical Leave Act (FMLA)

203 1. An Employee who has been employed by the Employer for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the Employee's request for leave under the FMLA, or the date on which the leave commences, whichever comes first, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1st through December 31st) for any one or more of the following events:

204 a. For a birth of a child of the Employee and to care for such child.

205 b. For the placement of a child with the Employee for adoption or foster care.

206 c. To care for a spouse, Additional Eligible Adult (AEA), child, or parent of the Employee if the former has a serious health condition, or

207 d. Because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position.

208 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.

209 3. Employees who take a FMLA leave for the intended purpose of the leave will be entitled, on return from leave, to be restored by the Employer to the position of employment held by the Employee when the leave commenced or an equivalent

position with equivalent employment benefits, pay, percentage of appointment and other terms and conditions of employment.

- 210 4. Notwithstanding the provisions of paragraph B.1. above, an unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in an Employee's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an Employee who requests a leave at the start of the twelfth month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.
- 211 5. Spouses or AEAs, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for the Employee's child or spouse who is suffering from a serious health condition.
- 212 6. An eligible Employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in the Employee's home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Employee must provide as much written notice as is practicable under the circumstances.
- 213 7. An eligible Employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, AEA, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to Employer operations. Such an Employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Employee must provide as much written notice as circumstances permit.
- 214 8. An Employee on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 215 9. If a requested leave is because of a serious health condition of the Employee which renders the Employee unable to perform the functions of his/her position, or to care for a spouse, AEA, child or parent who has a serious health condition, the Employee may be required to file with the Employer, in a timely manner, a

health care provider's certification or such recertification's 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.

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

217 11. A leave taken under paragraph B.1.a. or B.1.b. above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the Employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph B.1.c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the Employee to transfer temporarily to an available alternative position offered by the Employer for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Employee's regular position.

218 12. The provisions of paragraphs B.1-B.11 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

219 C. Bereavement Leave

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

221 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.

222 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.

223 D. Extenuating Circumstances

224 1. Any Employee who has taught at least four (4) fall and/or winter semesters within the last four (4) years and who is unavailable to work due to extenuating circumstances may request an extenuating circumstances leave of not more than one (1) fall or winter semester and, if applicable, one (1) summer semester (inclusive of all summer terms or sub-terms), not including the semester during which the Employee requested the leave.

225 2. The Employee bears the responsibility to communicate their availability to return to work to the Employer. The Employee will be eligible to return if work is available and they are qualified for the assignment.

226 3. If the extenuating circumstances leave was due to medical circumstances, an Employee may request an extension for a period not to exceed one (1) semester in addition to the leave provided above in XV.D.1. The Employer may require the Employee to submit a fitness for return-to-duty report from the Employee's physician prior to any return to work. The Employee will be eligible to return if work is available and they are qualified for the assignment.

227 E. Jury Duty

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

229 F. Military Leave

230 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.

231 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.

232 3. 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.

233 FMLA also includes a special entitlement that permits eligible Employees to take up to twenty-six (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.

234 4. 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.

235 G. Leave Conditions

236 1. Approval of Leaves

237 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.

238 2. Time Limits

239 Where practicable, the Employee will be notified of authorization of his or her leave in writing within five (5) working days of submitting an application for a leave, or extension thereof.

ARTICLE XVII COMPENSATION

240 A. Minimum pay rates

241 1. Effective September 1st, 2017, the following minimum pay rates are effective for the duration of this agreement.

Description	Minimum Rate AY 2017-18	Minimum Rate AY 2018-19	Minimum Rate AY 2019-20
Direct instruction per credit, contact or equivalent hour	\$1,220	\$1,245	\$1,275
Lab/Studio classes, per contact hour	\$543	\$554	\$567
University supervisors of student teachers, per student	\$610	\$623	\$638
Applied music instruction, per student for majors	\$648	\$661	\$677
Applied music instruction, per student for minors	\$324	\$331	\$339
*Music performance ensemble courses	\$914	\$934	\$956
Librarians, per hour	\$30.63	\$31.26	\$32.01

*Music Performance ensemble course is defined as a performance ensemble with its own course and section number, and is not affiliated with regular applied music studio classes.

- 242 2. Academic units may establish and Employees may be paid at rates higher than the minimums prescribed above.
- 243 3. If an Employee is rehired within three (3) years from the last date of employment, any returning Employee will be compensated at no less than (a) the minimum for their classification, or (b) the amount they were paid before leaving, whichever is higher.
- 244 4. Any Employee who has been a Full-Time Lecturer in the past shall be paid a salary rate not less than their per credit hour rate when they were a Full-Time Lecturer or the minimum base salary rate as described in the tables above, whichever is greater.
- 245 5. The Employer shall notify the Union of the affected Employee(s) in writing of any known payroll mistakes within five (5) working days.
- 246 6. Substitution Pay
- 247 An Employee who agrees to substitute for another absent Employee whose temporary disability leave is being debited shall be compensated as provided below:
- 248 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 or per two (2) lab contact hours met.
- 249 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 prorated rates described in the salary tables above, commencing with the first hour of substitution.
- 250 7. The payment of wages to Employees covered by this Agreement will be through direct deposit or a payroll debit card. Changes to the debit card structure will be agreed upon by both parties. Pay advices will be issued electronically.

ARTICLE XVIII BENEFITS

251 The Employer will provide each Employee a Summary Plan Description (SPD) of the Employee's benefits within thirty (30) days of the commencement of the Employee's employment with EMU.

252 A. Snow Health Clinic. Employees may have use of the Snow Health Clinic at Eastern Michigan University staff rates.

253 B. Tax Deferred Annuity Employees may elect to contribute to an individual tax-deferred annuity. Employee becomes eligible following the date of hire. The Employer has discretion as to the organization selected to provide this service.

254 C. Tuition Waiver Program A tuition waiver program is available to eligible Employees and provides a waiver of the full cost of tuition for up to six (6) credit hours per semester.

255 This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Employee. The tuition waiver applies to expenses not covered by any other sources of education assistance or employer reimbursement programs.

256 The tuition waiver may be used in any semester during the academic year in which the Employee became eligible for the tuition waiver program, or during the following summer semester, regardless of appointment status.

257 1. Eligibility Requirements

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

259 a. This program is available to Part-Time Lecturers who are employed six (6) credit hours (or the equivalent for those who are not calculated in credit hours) or more in a semester during the current academic year.

260 b. Employees must complete two (2) semesters of employment prior to the first day of classes of the term or semester for which s/he plans to register.

261 c. 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.

262 d. Failure to submit an application for approval within published timelines may forfeit the Employee's eligibility for that term. Withdrawal from the

course after the refund period, or grades lower than C (B for graduate classes) require full reimbursement of the Employer's contribution.

- 263 e. The Employee must take courses during non-working hours.
- 264 2. An eligible Employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 265 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).
- 266 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.
- 267 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.
- 268 3. Provided that the Employee has met the eligibility criteria, eligible spouses, and/or dependents may make use of the tuition waiver program providing for a waiver of fifty percent (50%) of the tuition for up to six (6) semester hours of undergraduate credit only at Eastern Michigan University or as otherwise outlined in section D "Tuition Waiver Program".
- 269 4. An eligible Employee's spouse or dependent will be eligible for a tuition waiver if s/he:
- 270 a. Presents evidence to the Benefits Office confirming that:
- 271 (1) S/he is the spouse or dependent of an eligible Employee.
Dependents shall be defined as: (a) legally dependent children of an eligible Employee; and (b) children who have an eligible Employee as their legal guardian
- 272 (2) S/he has satisfied all admission requirements and is eligible to enroll for courses.

- 273 5. A completed application for tuition waiver must be approved by the Benefits Office during the timelines outlined below:
- 274 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.
- 275 6. Failure to submit an application for approval within the required timelines may forfeit the spouse or dependent's ability for that term. Upon approval by the Benefits Office, the application will be mailed to the Employee.
- 276 7. An eligible Employee's spouse or dependent 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.
- 277 8. Tuition waiver benefits eligibility for a spouse or dependent shall cease at the end of the semester in which the eligible Employee terminates his/her employment with the Employer. If the spouse/dependent 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.
- 278 9. An eligible Employee's spouse or dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 279 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).
- 280 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.
- 281 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.

282 D. Flexible Spending Account

283 The Employer has implemented a Flexible Spending Account (FSA) program consisting of Medical Reimbursement Accounts and Dependent Care Accounts. The FSA program will be made available to Employees with an appointment of six (6) or more credit hours. The FSA program shall comply with IRS permissible guidelines as they determine eligible expenses, guidelines, and 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. The University reserves the right to collect through Payroll any Employee contributions that may be owed within the calendar year.

284 To further facilitate each member's utilization of the above FSA, the Employer will pay the monthly administrative fee for this program and the debit card option.

285 E. Business Travel at University Expense

286 The Employer will reimburse employees for actual and/or reasonable expenses incurred while traveling in conjunction with Eastern Michigan University business. Reimbursement for such expenses will be made in accordance with University Travel Procedures.

ARTICLE XIX STRIKES AND LOCKOUTS

287 A. It is agreed that during the term of this Agreement, there shall be no strike, stoppage of work or slowdown, and on the part of the Employer, no lockout.

288 B. In the case of any strike or other suspension of work by the Employees that has not been authorized by the Union, its officers or agents, the 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:

289 1. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.

290 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:

291 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.

292 b. The Union has not authorized the strike, or suspension of work and does not approve or condone it.

- 293 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 XX SCOPE OF AGREEMENT

294 A. Agreement Construction

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

296 B. Entire Agreement

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

298 C. Saving Clause

299 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 XXI DURATION AND AMENDMENT

300 This Agreement shall continue in full force and effect beginning September 1, 2017 and
continuing until, August 31, 2020. 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) calendar days prior to the expiration date that a modification or termination of the
Agreement is desired. Should either party to this Agreement serve such notice upon the
other party, the Employer and the Union shall meet for the purpose of negotiation and shall
commence consideration of proposed changes or modifications in the Agreement no later
than one-hundred-twenty (120) calendar days prior to the expiration of the agreement.

301 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.