

# 1999-2002 MASTER AGREEMENT

between

**NORTHERN MICHIGAN UNIVERSITY  
BOARD OF CONTROL**



and

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA  
(TECHNICAL, OFFICE AND PROFESSIONAL)  
LOCAL 1950**



## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page(s)</u>
	Agreement.....	1
I	General Provisions .....	2
II	Management Rights .....	9
III	Grievance Procedure.....	10
IV	Work Schedule.....	13
V	Discipline .....	15
VI	Representation.....	17
VII	Temporary Employees .....	19
VIII	Layoff and Recall.....	20
IX	Seniority.....	23
X	Leaves of Absence .....	25
XI	Fringe Benefits.....	33
XII	Promotions and Other Transfers .....	45
XIII	Grant Employees.....	51
XIV	Union Security .....	52
XV	Wages.....	54
XVI	Termination or Modification.....	55
Appendix A	Clerical/Technical Classifications by Pay Grade.....	57
	Salary Schedule I .....	58
	Salary Schedule II .....	58
	Salary Schedule III.....	58
	Memorandum of Understanding .....	59

# **AGREEMENT**

This is an Agreement by and between the Northern Michigan University Board of Control, the Employer, hereinafter referred to as the “Board” or the “Employer”, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office and Professional and its Local 1950), hereinafter referred to as the “Union.”

## **ARTICLE I GENERAL PROVISIONS**

- 1.1 Complete Agreement. This contract represents the complete agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.
- 1.2 Purpose. The purpose of this Agreement is to set forth wages, hours, and terms and conditions of employment; to establish the procedure for collective bargaining; and to promote orderly and peaceful labor relations between the Employer and the employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.
- 1.3 Separability; Minimum Requirements; Negotiations. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.
- 1.3.1 This Agreement states minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Board shall not employ a member on terms less favorable to the employee than those stated herein without the consent of the affected individual and the Union.
- 1.3.2 Special Conferences. Special Conferences for important matters will be arranged between the Local President and the Director of Human Resources or their designated representatives upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Requests for such Special Conferences shall be made in writing and an agenda of the matter to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This Conference will be scheduled at a mutually convenient time. However, such a Conference will be scheduled within ten (10) working days from the date of receipt of the written request for such Conference.
- 1.4 Definitions
- 1.4.1 For the purpose of this Agreement, a regular full-time employee is an employee who is assigned to work one thousand five hundred and sixty (1,560) hours or more per year, excluding overtime. A regular part-time employee is an employee who is assigned to work twenty (20) hours per week or more but less than thirty (30) hours per week, excluding overtime.

- 1.4.2 “Board” means the Board of Control of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.
- 1.4.3 “Union” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office and Professional and its Local 1950).
- 1.4.4 “Unit” or “bargaining unit” means the bargaining unit defined in Section 1.5.
- 1.4.5 “Employee” or “bargaining unit member” or “unit member” means a person employed in the bargaining unit defined in Section 1.5.
- 1.4.6 Pronouns of masculine and feminine gender include each other.
- 1.4.7 “Board,” “University,” and “Employer” are synonymous.
- 1.4.8 “Annual leave” and “vacation” are synonymous.

1.5 Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board recognizes the Union as the exclusive collective bargaining representative of employees of Northern Michigan University in the unit described below for the purpose of negotiating with respect to wages, hours, terms, and conditions of employment. The bargaining unit as certified by Case Number R75G-298 of the State of Michigan, Department of Labor, Employment Relations Commission, includes:

All regular full-time and regular part-time employees classified as 4F through 4A employed by Northern Michigan University at all its installations, but excluding: Faculty, Post Doctoral Fellows, Research Assistants, Graduate Assistants, Tutorial Assistants, Professional Employees, Administrative Employees, Student Employees including Work Study Employees, Confidential Employees, Supervisors, and all Employees presently represented as part of a certified bargaining unit.

1.5.1 The Union has sole collective bargaining jurisdiction over all of the positions covered by this Agreement. Members of the bargaining unit shall have the right to perform the duties, and shall have the responsibilities of each position as described in the job descriptions as set forth in Appendix A and as outlined in the job description, except as limited by paragraphs 1.5.2 and 1.17. Administrative employees, supervisory employees, faculty members and student employees may occasionally perform the work of these positions in the following situations:

- a. In emergencies
- b. For the purpose of training employees and students
- c. When it is traditionally closely related to the work performed by that employee

It is understood that supervisory, administrative employees, and student employees will not be used to replace a bargaining unit employee on a permanent basis.

In the event the Employer makes changes in its organizational structure which transfers work currently being performed by bargaining unit members outside of the unit or makes major changes within the bargaining unit, the Director of Human Resources or the Director's designee shall notify the Union President of such changes at least five (5) working days prior to the implementation of the proposed changes. The Union President may request a Special Conference with the Employer to discuss concerns the Union has prior to implementation of any proposed changes.

- 1.5.2 Northern Michigan University and Local 1950 of the UAW recognize and agree that the employment of students is a part of the total financial aid program at the University.

It is understood that student employees will not be hired to replace or displace a bargaining unit employee nor to reduce the number of positions in the bargaining unit.

This provision will not require the University to lay off any student employee nor will it prevent the University from replacing student employees who leave with a like number of additional students.

- 1.6 Nondiscrimination. The Employer and the Union reaffirm in this collective bargaining agreement their commitments to not discriminate in violation of the statutes of the United States or of the State of Michigan.

- 1.6.1 The Employer will not knowingly discriminate against any member of the bargaining unit because of the member's membership or nonmembership in the Union or for engaging in activities which may be supportive of or against the Union or any other employee group, providing such activities do not interfere with the proper performance of job duties.

- 1.6.2 The Employer will not knowingly deny equal employment opportunity to a bargaining unit member because of the member's sexual orientation, providing that it does not interfere with the proper performance of job duties. For purposes of this Section (1.6.2), "equal employment opportunity" is defined as decisions regarding termination, layoff, transfer, promotion, demotion and discipline; but does not include eligibility for fringe benefits based on sexual orientation.

- 1.7 No Strike or Lockout. The Union agrees that it will not engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

- 1.8 Information. Within a reasonable period of time, the Employer will provide the Union with such additional information from its records as is necessary to enable the Union to carry out its function of bargaining with respect to the wages, hours, and conditions of employment of bargaining unit members.

However, this provision shall not be construed to require the Employer to develop information for the Union or to provide requested information in any specific form or format.

- 1.8.1 The Employer shall be provided with a list of local Union officers, committee members, and stewards and the jurisdictional districts to which they are assigned. The Employer shall be notified of any subsequent changes.
- 1.8.2 Employees shall be responsible for providing the Employer and the Union with changes in their names, addresses, or telephone numbers within ten (10) working days or as soon as possible of such change.
- 1.8.3 The Employer shall supply each employee of the bargaining unit with a copy of this Agreement within sixty (60) calendar days after its ratification by both parties. After that date, each new hire and rehire who does not have a copy of the Agreement shall be supplied a copy by the Employer. The Employer shall supply the Union with fifty (50) copies of the Agreement for the Union's own use.
- 1.9 Personnel Files. Employees shall have the right to inspect the contents of their official personnel file during the University's normal business hours upon the filing of a written request for the inspection. Such inspection will normally take place within two (2) working days after the request is made. Upon request, the University will provide the employee with a copy of any document placed in the personnel file, at the employee's expense. Upon presentation of written authorization by an employee, the Union President, Vice President, or the Steward of the employee's district may review the employee's personnel file. Upon request, any bargaining unit employee's disciplinary record may be reviewed by the Union President or Vice President with written authorization from the employee. Any abuse of this Section shall be the subject of a Special Conference.

No official report nor any written derogatory statement regarding an employee shall be filed in their official personnel file unless the employee is sent a dated copy and notified that a copy will be placed in their personnel file. The employee has a right to submit a response to the report or statement and such response shall be attached to and filed with the report or statement in the employee's personnel file. The employee has the right to request that letters of commendation be placed in their official personnel file.

The official personnel file is the file that is maintained in the Human Resources Department. If the Employer designates a new department to assume the responsibilities of the official personnel file, the Union will be notified in writing of such change.

- 1.10 Safety and Wellness. The Employer shall continue to make provisions for the safety and wellness of its employees during hours of employment and affirms its obligation under Federal and State Worker Right-To-Know Laws.
- 1.10.1 The existing University-wide Safety Committee will meet at least once every other month (with the possible exception of the summer months). In the event the University abolishes a University-wide committee, the Director of Human Resources, or the Director's designee, shall meet with a Local 1950-UAW Committee comprised of three (3) Union representatives at least once every other month (with the possible exception of the summer months). Prior to the Union representative raising an item at any committee meeting, the employee(s) affected by the item shall bring the matter to the attention of their immediate supervisor.

If a safety or wellness concern is raised at a committee meeting, and the Union wishes to file a grievance regarding an alleged violation of Section 1.10, then the Union may file its grievance at the third step of the grievance procedure.

- 1.10.2 Employees who have a complaint regarding routine or normal work adjustments to office conditions should first call the Facilities Department. If the Facilities Department does not respond to the complaint within a reasonable period, the employee may then notify the Human Resources Department and his/her Union steward.
- 1.10.2.1 When any bargaining unit employee complains that the office environment or safety conditions are so unusual that the Employer should consider sending the employee home or relocating the employee, the employee should follow the Office Environment Policy approved by the President's Council on March 28, 1989 (or any subsequent modification of that Policy). Pursuant to that Policy, the employee should notify the Human Resources Department of such a complaint. The employee has the right to also notify their Union steward.
- 1.10.3 An employee injured on the job during working hours and requiring medical attention shall be paid for the remainder of the day on which they were injured if the attending physician determines that the injury is serious and the employee must remain off the job for the day. Thereafter, Section 11.8 will apply.
- 1.10.4 The Employer agrees to continue to provide personal protective equipment, devices, and clothing at locations where they are currently provided. In the event that there is mutual agreement between the Employer and the Union that other personal protective equipment, devices, and clothing is required or in the event the Employer requires other personal protective equipment, devices, or clothing, it will be provided without cost to employees.
- 1.11 Use of Facilities and Services. The Union shall be afforded:
  - a. The right to send through the regular University campus mail service newsletters and such other communications as are necessary to the conduct of the Union's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system.
  - b. The University will provide the Union with at least eleven (11) bulletin boards unless the parties mutually agree to a different number. These bulletin boards will be placed in the following locations: Cohodas Administrative Center, University Center, West Science, Learning Resources, PEIF, Jacobetti Center, Magers-Meyland, Thomas Fine Arts Building, McClintock Building, Gries Hall, and the Services Building. In the event that the University intends to change the location of the board, the University will discuss the matter with the Union prior to the change in an effort to find a mutually agreeable location. The size of these boards shall be sufficient to post four (4) 8-1/2 inches by 11 inches Union notices. Such notices must be signed by the Union President. The notice, although not limited to the following, shall be of the following type:

- (1) Union meetings
- (2) Union elections and appointments
- (3) Results of Union elections
- (4) Recreational, social, and educational programs of the Union
- (5) Seniority lists and job postings

In the event that a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Director of Human Resources of the nature of dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

- c. The privilege of scheduling monthly Union meetings and meetings for the purpose of ratification on campus in appropriate facilities free of charge, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested, and the Union conforms to all regulations established by the Employer.
- d. The privilege of contracting, at the same rate charged to registered campus organizations, for the following services as are needed for the Union's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, computer, and food.

1.12 Temporary Closures. When the University determines that, due to inclement weather or other reasons, the University offices will be temporarily closed, the employees will suffer no loss of pay for the hours the offices are temporarily closed. When certain employees are required to report to work during such temporary closing, they will be given equivalent time off with regular pay to be arranged with the supervisor. Compensatory time will not be given to any employee who is on leave, annual leave, sick leave, or on University business in an area not affected by the temporary closure or local weather conditions for the period during which the University is temporarily closed.

The University is not responsible for any unauthorized announcements made by the media. Public Safety and Police Services (227-2777) will be the official source which an employee may contact to determine the official policy of the University. Determination of temporary closure will be made at the earliest practical time.

If the University offices are open and the employee is unable to report, the employee shall use annual leave or lost time.

The University will continue to provide the Union with a copy of established policies regarding inclement weather closures.

- 1.13 Continuation of Practices.
  - 1.13.1 The University will continue to provide all currently available payroll deductions and direct deposits to local credit unions and banks.
  - 1.13.2 The University will continue to allow employees to utilize the Library in accordance with such regulations as the University may establish.
  - 1.13.3 The University will continue to pay employees on a biweekly schedule for the duration of this Agreement.
- 1.14 Parking Facilities. The Employer shall provide parking facilities to members of the bargaining unit in accordance with the uniform regulations established by the Employer.
- 1.15 University-Wide Affairs. Union participation in discussions on University-wide affairs shall be achieved through representation as determined and designated by the Board or on any other University-wide advisory body which may be established by the Board.
- 1.16 Rest Areas. Sufficient rest areas will be provided for all bargaining unit employees.
- 1.17 Nonbargaining Unit Employees. It is recognized that certain clerical work which is the same or similar to that which is performed by employees in the bargaining unit has and may continue to be performed by employees who are excluded from the bargaining unit.

## **ARTICLE II MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself all powers, rights, and authority to manage, direct, and control the University and its programs, properties, facilities, and employees, including, but not limited to, and without limiting the generality of the foregoing, the rights: (1) to hire all employees, to determine their qualifications and compensation and the conditions for their continued employment, and to dismiss, demote, discipline, promote, transfer, assign, lay off, and recall all such employees; (2) to determine work schedules, the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, and authority by the Board and/or its designated administrators, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE III GRIEVANCE PROCEDURE**

- 3.1 A grievance is a complaint by the Union, on behalf of one (1) or more unit members (who shall be specifically identified in the grievance), or on its own behalf (as specified in Section 3.3.1), concerning an alleged violation of a specific provision(s) of this Agreement initiated by a unit member(s). All grievances shall be adjusted through the grievance procedure provided in this Article.
- 3.2 In computing any time limit herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step.
- 3.3 A unit member (or group of unit members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right to prompt reply to their inquiries. A unit member may request that a steward be present at any meeting regarding an alleged contract violation.
- 3.3.1 In the event the Union wishes to submit a grievance on behalf of its entire membership, it shall indicate that the grievance is being brought on behalf of all unit members, and it shall reduce the grievance to writing (in accordance with the requirements of Section 3.4) and submit it at Step Three of the grievance procedure.
- 3.3.2 In the event the Union brings a grievance on behalf of more than one (1) unit member, the grievance shall identify all members on whose behalf it is being brought. When all the members involved in the grievance are within the same department or division, the grievance may be filed at Step Two of the grievance procedure. If the grievance involves members from more than one (1) department, the grievance shall be filed at Step Three.
- 3.4 Failing resolution of a problem by informal means, the Union shall initiate the grievance procedure by serving a written grievance on the employee's immediate supervisor or other designated administrative official. The grievance shall be signed by the appropriate Union representative and the unit member(s) involved, shall concisely state the facts upon which the grievance is based and the contract provision(s) which have allegedly been violated, and shall specify the relief or remedy sought. The grievance shall be filed within fourteen (14) working days after the Union or the unit member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If the grievance is not served within that time, the grievance is barred.
- 3.5 Step One: Supervisor. Upon receipt of the written grievance, the supervisor or designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Union. This discussion shall be completed within seven (7) working days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Employer and Union, the adjustment will be reduced to writing and signed by the supervisor or designated administrative agent and the representative of the Union. If there is no mutually agreeable adjustment, the supervisor or designated administrative agent shall provide the Union

representative with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) working days of the meeting with the Union.

3.5.1 Step Two: Department Head. If the grievance is not satisfactorily adjusted in Step One, the Union may within five (5) working days of the Step One written answer request in writing that the grievance be presented to the department head or other designated administrative agent, setting forth its objection to the Step One answer. Upon receipt of the written appeal, the department head shall arrange a meeting to discuss the grievance, answer, and appeal with the grievant(s), the Union-appointed representative, and the supervisor involved. This discussion shall be completed within seven (7) working days after the filing of the request to have the grievance considered in Step Two. If the grievance is satisfactorily adjusted at this Step, the adjustment will be reduced to writing and signed by the department head or other designated administrative agent and the Union representative. If there is no mutually agreeable adjustment, the department head shall provide the Union representative with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) working days of the meeting with the Union.

3.5.2 Step Three: Director of Human Resources. If the grievance is not adjusted in Step Two, the Union may within ten (10) working days of the Step Two written answer submit the grievance to the office of the Director of Human Resources. The Director of Human Resources shall promptly arrange a meeting to discuss the grievance and the written answer and appeals. The Union may be represented by its President, or designated representative, by the grievant and/or Union steward, and by the Union's international representative.

This discussion shall be completed within ten (10) working days after the filing of a request to have the grievance considered in Step Three. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and Union. If there is no mutually agreeable adjustment, the Director of Human Resources or the Director's designated representative shall provide the Union with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) working days of the meeting with the Union.

3.5.3 Step Four: Binding Arbitration. If the grievance is not satisfactorily adjusted in Step Three, the Union may submit the grievance to binding arbitration by written submission to the American Arbitration Association (Detroit, Michigan office), with simultaneous written notice to the Board, within ten (10) working days after the Union's receipt of the written answer at Step Three. The arbitrator will be selected from the list of arbitrators furnished by the American Arbitration Association. The arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision of the grievance shall be binding upon the Union, the Board, and any unit member(s) involved. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction, or modification. The Board and the Union will bear their own expenses individually and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

3.6 Both parties may agree to expedited, streamlined, or any other arbitration procedures, on a case-by-case basis. In the event there is not mutual consent, the arbitrator will be selected and the

arbitration will be conducted under the current Labor Arbitration Rules of the American Arbitration Association.

- 3.7 Where no loss of wages or fringe benefits has been caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.
- 3.8 Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance.
- 3.9 By mutual agreement an arbitrator can issue a decision, verbally or written, immediately following conclusion of the hearing. In the event of a verbal decision, the arbitrator will confirm the award in a brief written memorandum within one (1) week of the hearing.
- 3.10 Any adjustment of a grievance agreed upon by the Board and the Union at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Union, and any unit member(s) involved.
- 3.11 Failure by the Union to appeal a grievance from one step to the next within any of the time limits specified above shall result in the grievance being settled on the basis of the Employer's last answer. However, this does not relax any of the time limitations. The Union may withdraw a grievance without prejudice and without establishing a precedent at any step of the grievance procedure.
- 3.12 The parties agree that any unit member who complains of a violation of Section 1.6 shall be entitled to utilize the grievance procedure only if the unit member has not chosen to utilize the unit member's remedy under any state or federal law. It is further agreed that if a grievance on behalf of any unit member under Section 1.6 is filed and the unit member thereafter utilizes a remedy under any state or federal law for the same complaint and if the grievance process has not then been completed, the grievance shall be immediately dismissed. In any grievance filed under Section 1.6 that is processed through the arbitration stage, the parties agree that the party which does not prevail in the arbitrator's decision shall bear the entire fees and expenses of the arbitrator and the American Arbitration Association, and shall bear the cost of reasonable attorney fees expended by the prevailing party in connection with the arbitration stage of the grievance procedure.
- 3.13 The arbitration hearing shall be held at a time and place mutually agreed upon by representatives of the Employer and the Union. All employees whose presence is required for the purpose of testifying shall be excused from work for that purpose with pay. The Union shall submit a list of those to be present at least seven (7) working days prior to the arbitration hearing to the Director of Human Resources for approval and notification to the affected departments. If the Union discovers any additional persons after the seven (7)-day period, it shall notify the Employer as soon as it becomes aware of the necessity of their presence at the hearing.
- 3.14 Employees who believe they are being subjected to abusive behavior by their supervisor or a hostile work environment may schedule a meeting with the Director of Human Resources for discussion of the perceived abuse. A union representative may accompany the employee to this meeting.

## **ARTICLE IV WORK SCHEDULE**

- 4.1 Workweek. The normal workweek for full-time employees shall consist of five (5) eight (8) hour days, exclusive of lunch periods, followed by two (2) consecutive days off. Office hours are normally from 8:00 a.m. until 5:00 p.m. A different schedule of hours and staggered shifts may be maintained in some departments.
- 4.2 Shift Hours. The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.
- 4.3 Shift Differential. Employees who work on the second or third shift shall receive, as compensation in addition to their regular pay, the following:

<u>Second Shift</u>	<u>Third Shift</u>
\$.45/hr.	\$.50/hr.

Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift. In the event overtime hours are worked, the employee is only entitled to shift differential as determined by the employee's starting time plus overtime pay.

- 4.4 Rest Periods. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.
- 4.5 Call-In Pay. If an employee is called in to work for a period which is outside and not continuous with the employee's regular work period, the employee shall be guaranteed at least four (4) hours of work and pay at the rate of time and one-half.
- 4.6 Overtime. Overtime will be voluntary provided sufficient other qualified employees capable of doing the work are available in the department. If sufficient other employees capable of doing the work are not available, an employee scheduled to work will do so unless excused by the Employer. The Employer will give advance notice of overtime assignments when practicable under the circumstances. An employee who reports for scheduled overtime work and no work is available will receive four (4) hours of pay at the employee's overtime rate.
- 4.6.1 Time and one-half of the regular straight time rate will be paid for all time worked in excess of eight (8) hours per day and/or forty (40) hours per week.
- 4.6.2 An employee who is on vacation shall be paid time and one-half of the regular straight time rate when reporting for duty at the Employer's request and will be given equal time off with pay at a later date, the time to be arranged with the employee's supervisor.

- 4.6.3 Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off for the holiday on which the employee is scheduled to work, the employee will receive holiday pay in addition to the time and one-half for the time worked.
- 4.6.4 For the purpose of computing overtime pay for over forty (40) hours in the employee's workweek, a holiday, vacation day, or an earned sick leave day for which the employee receives pay will be counted as a day worked.
- 4.6.5 In no case shall premium pay be paid twice for the same hours worked.
- 4.6.6 All employees covered by this Agreement will have an unpaid lunch period of sixty (60) or thirty (30) minutes.
- 4.6.7 Student employees shall not be allowed to perform work that would normally be performed by bargaining unit employees on an overtime basis. Such overtime work will first be offered to bargaining unit employees in the department before it is offered to student employees. This provision shall not operate to prevent student employees from doing work normally performed by student employees (see Section 1.5.2) who are normally scheduled to work beyond the normal work day.
- 4.6.8 Compensatory Time. At the employee's request and with approval of the employee's supervisor, an hour and one-half of compensatory time off shall be allowed for each hour of overtime worked.
  - 4.6.8.1 Accrued hours of compensatory time may be "banked" up to a total of two hundred and forty (240) hours of compensatory time [one hundred and sixty (160) hours of overtime worked]. The Employer shall have the option of paying an employee for any accrued compensatory time in excess of eighty (80) hours of compensatory time.
  - 4.6.8.2 An employee who has accrued compensatory time and requests use of the time shall, with the approval of the employee's supervisor, be permitted to use the time off within a reasonable period of time after making the request provided that it does not unduly disrupt the operations of the Employer. The Employer agrees to consider the desires of the employee when scheduling use of compensatory time.
  - 4.6.8.3 If the Employer cannot grant an employee's request for use of compensatory time within a reasonable period because it would unduly disrupt the Employer's operation, the Employer agrees that the employee shall have the option of being paid any or all of the employee's unused "banked" compensatory time. The employee shall provide written notice to the Employer and shall be paid the requested "banked" compensatory time on the second pay date after receipt of the written notice.

## **ARTICLE V DISCIPLINE**

- 5.1 Just Cause. The Employer shall not discharge or take other disciplinary action without just cause. A rule, regulation, or requirement shall be deemed reasonable for purposes of arbitration, unless the Union has notified the Employer in writing of its contrary opinion within thirty (30) calendar days after the Union receives a copy of the rule, regulation, or requirement.
- 5.2 Disciplinary action will not be taken, except in cases requiring immediate suspension or discharge, unless the supervisor has previously held a corrective interview with the employee for the purpose of identifying perceived work-related problems or behavior. If the supervisor prepares a written record of the corrective interview, the employee will be apprised of such documentation and will be given the opportunity to prepare a brief written response.
- 5.2.1 Neither the Union nor the affected employee has recourse through the grievance procedure with respect to the corrective interview. Although this preliminary step must be taken prior to invoking the formal disciplinary process, this section in no way affects a supervisor's discretion with respect to the evaluation process.
- 5.3 When the Employer conducts an investigatory interview for the purpose of considering disciplinary action, the employee will be given notice prior to the interview that discipline may result from the interview.
- 5.3.1 When the Employer takes disciplinary action against an employee, except verbal reprimand, the employee, the employee's steward, and the Union President shall be given notice setting forth the reasons for the action. Except in cases involving severe infractions, disciplinary measures are to be taken in a progressive manner beginning with a verbal warning. In those cases involving severe infractions, discipline will range from a disciplinary layoff to discharge.
- 5.4 If the Employer discharges or suspends an employee without pay, the employee shall be permitted a reasonable period of time to confer with the employee's steward before being required to leave the Employer's premises. Exceptions may be made when the immediate removal of the employee is required because of violent behavior of the employee or to protect the safety of University personnel or prevent damage to University property or for reasons of similar gravity.
- 5.5 Any grievance protesting discharge or suspension shall be filed within five (5) working days from the date of receipt of the written notification of the action and shall be entered at Step Two of the grievance procedure. If a Notice of Intent to Arbitrate is not submitted by the Union in accordance with Section 3.5.3 of Article III within ten (10) working days following receipt of a decision by the Employer, the matter will be considered closed.
- 5.6 Causes for Discharge or Discipline. The following, by way of illustration, but not of limitation, are just causes for discharge or discipline:
- a. Present inability to perform the work assigned (applying definition of ability to perform work set forth in Section 8.6)

- b. Violation of published Employer ordinances
  - c. Disorderly conduct
  - d. Willful neglect or destruction of Employer property
  - e. Theft, or attempted theft of property from the Employer, its visitors, patrons, or employees
  - f. Working under the influence of alcohol
  - g. Falsification of information on job application, time records, or other Employer records.
- 5.7 Prior Incidents. In taking disciplinary action, the Employer shall not take into account any prior incidents which occurred more than two (2) years previously.
- 5.8 The provisions of this Article do not apply to layoff situations necessitating the reduction of the work force, which are covered by the provisions of Article VIII.

## **ARTICLE VI REPRESENTATION**

6.1 Grievance Procedure. The Union will be represented in the grievance procedure as follows:

There may be one (1) steward and one (1) alternate steward for each Steward District set forth in Section 6.5.3. Each steward and alternate steward shall be a nonprobationary employee working in the Steward District. The alternate steward shall only function as a steward when the steward is absent from work.

The stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this Section and the terms of the grievance procedure, investigate and present employee grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor will grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference. The President of the Union shall be given released time with pay for participation in the meetings between the Employer and the Union as specified in the grievance procedure.

6.2 Bargaining Committee. There will be a bargaining committee of five (5) members who shall be nonprobationary employees. The committee shall be elected in a manner determined by the Union. The Employer shall also recognize alternate members of the committee who shall function only when the committee person is absent.

Members of the bargaining committee shall be given released time with pay for attendance at regularly scheduled negotiation sessions once negotiations to modify this Agreement as specified in Section 16.1.2 have begun. However, no overtime will be paid for attendance at negotiations unless otherwise agreed to by the Employer.

6.3 List of Representatives. The Union shall furnish the Employer with a list by Steward District of the stewards and alternate stewards and members and alternate members of the bargaining committee. Any change in the list shall be reported promptly in writing by the Union to the Employer. The Employer shall not recognize any employee as a steward or alternate steward or member or alternate member of the bargaining committee without such notice.

6.4 Union Affairs. Designated officials of the Union shall be allowed released time with pay for official business of the International Union, provided that the employee has given the employee's supervisor and the Director of Human Resources written notice of not less than five (5) working days, and further provided that the employee's absence from the job will cause no undue hardship on the operation of the employee's department. Such released time shall not exceed a combined total of twenty (20) days per fiscal year (July 1 through June 30) for all union officials and shall be granted to not more than four (4) employees at any one time. Additional unpaid released time may be granted for official union business provided that written notice of not less than five (5) working

days is given to the supervisor and the Director of Human Resources and further provided that such absence will cause no undue hardship on the operation of the department or the University.

6.5 Representation Districts

6.5.1 The number of representation districts in the unit shall be agreed upon by the Employer and the Union. Unit wide, as used in this Agreement, shall mean the total bargaining unit. The Employer and the Union may redistrict the unit from time to time by agreement. Districts, as used in this Agreement, shall mean an agreed upon area of the Employer for the purposes of establishing steward representation districts. One (1) steward shall represent one (1) district.

6.5.2 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

6.5.3 Current representation districts are:

<u>District No.</u>	<u>Location</u>
1 and 2	Cohodas Administrative Center (District 1 is floors 1 - 3 and District 2 is floors 4 - 6 and K.I. Sawyer)
3	Services Building Cohodas Administrative Center (Basement) Quad I – Quad II Butler Building Jacobetti Center PEIF - Superior Dome Berry Events Center
4	West Science Learning Resources Magers/Meyland Hall Wilkinson House
5	University Center Lee - Art & Design South - Carey Art & Design North John X. Jamrich Hall Gries Hall McClintock Building - Thomas Fine Arts Hedcock Fieldhouse

6.6 The Employer shall recognize authorized representatives of the International Union for the purpose of participating in negotiations and representing the Local in connection with other matters under this Agreement.

## **ARTICLE VII TEMPORARY EMPLOYEES**

- 7.1 Temporary Employees. The Employer and the Union agree that it may become necessary to hire temporary employees on a full- or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit.
- 7.2 Definition. The term “temporary employee” shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive full-time months and is established for:
- a. a specific project,
  - b. the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation, or,
  - c. augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased work loads or other conditions that may create short-term staffing shortages.
- 7.3 In the event that a vacated position is filled by a temporary employee, the Employer will make a concerted effort to provide the Union President with the name of the person assigned, starting date, department, previous incumbent, job assignment, and which subsection of 7.2 [(a) - (c)] applies. If conditions warrant continued employment in a bargaining unit position beyond four (4) months, the position will be posted in accordance with Article XII. The four (4)-month period may be extended by mutual agreement between the Union and the Employer.
- 7.4 Temporary employees are not entitled to Employer-paid fringe benefits.
- 7.5 Any person enrolled for at least six (6) credit hours in a degree granting program and employed under the work-study program or any other student employment program monitored by the Financial Aid Office, or performing services for compensation in order to fulfill an academic requirement, student internship, or graduate assistantship shall be considered a student employee. A graduate student is required to be enrolled for a minimum of four (4) credit hours in a degree granting program to qualify as a student employee.

## **ARTICLE VIII LAYOFF AND RECALL**

- 8.1 When contemplating the displacement of an employee, the Employer will consider options, including retraining, which would enable the Employer to retain the affected employee.

When a reduction of the work force becomes necessary, first all temporary employees and then probationary employees will be laid off, provided that the available work can be performed by the remaining regular employees. In the event probationary employees are rehired into the same bargaining unit position with the same job classification within sixty (60) days after layoff, they will have their probationary period reduced by the number of probationary days already served; provided, however, they will in any event serve at least an additional thirty (30) probationary days.

- 8.2 Layoff. When, in the judgment of the Employer, a reduction of the work force in a classification and department becomes necessary, the employee with the least seniority in the affected classification shall be laid off first, provided the employees remaining in the classification and department have the ability to satisfactorily perform the work available. An employee scheduled for layoff who chooses to exercise seniority shall, subject to their current ability to satisfactorily perform the work available, and subject to their possession of the minimum qualifications for the job, exercise their seniority in the following order:

- a. Fill any vacancies in the same classification.
- b. Fill any vacancies in the same pay grade.
- c. Replace the least senior employee in the same classification.
- d. Replace the least senior employee in the same pay grade.
- e. Fill any vacancy in the next lower pay grade.
- f. Replace the least senior employee in the next lower pay grade.
- g. Repeat the two prior steps in consecutively lower pay grades.

- 8.2.1 Employees replaced in accordance with the above shall exercise their unit seniority to replace another employee in the same manner. The final bump shall occur not later than the effective date of the original layoff notice.

- 8.2.2 A full-time employee may displace two (2) or more part-time employees, if such an arrangement is feasible and the part-time responsibilities can be fulfilled.

- 8.2.3 In applying Section 8.2, in the event a part-time employee has more seniority than a full-time employee, the part-time employee can exercise seniority to displace the full-time employee at least to the extent of the same number of part-time hours as the position previously held. If feasible, the University will divide the position affected into two (2) part-time positions so that the part-time employee has the same number of hours previously held and the full-time employee has the

remaining hours of the position. The full-time employee can then exercise the employee's seniority under Section 8.2 above. If the above is not feasible, the part-time employee will displace the full-time employee.

8.3 Recall. All full- and part-time employees with seniority on layoff because of a reduction of the work force will be recalled, conditioned upon ability to perform the work available with a normal orientation, and subject to their possession of the minimum qualifications of the job, in order of seniority prior to posting a regular job opening in the laid off employee's prior classification or lower classification. Recall rights are limited to the period specified in Section 9.6 (c).

8.3.1 Notice. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report for work within fifteen (15) working days of mailing, the employee shall be considered to have waived all rights to recall and to have voluntarily resigned. Extensions will be granted by the Employer in extenuating circumstances.

8.4 Temporary Layoffs. In the event nonprobationary employees are laid off due to a temporary discontinuance of operations, or any portion thereof, necessitated by the academic calendar or conditions, including financial, not immediately correctable by the University, temporary adjustments in the work force can be made without application of the Layoff or Recall Procedures. Such temporary layoffs will not exceed a total of seven (7) days per contract year or two (2) days per pay period, and the Union will be notified before such layoffs are implemented.

8.5 Notice to Union and Liability. Names of employees removed from a classification or laid off in a reduction of the working force and recalled to work shall be given to the Union in writing. A grievance alleging a violation of the layoff and recall procedures may be processed through the grievance procedure, provided such grievance is submitted in writing at Step Three within seventy-two (72) hours after the Union receives notification of a removal of layoff or a recall to work.

8.6 Definitions. For the purpose of this Article:

"Ability to perform the work" means present skills, including interpersonal, and knowledge, within the knowledge of the University from its records or as otherwise made known to the University, to perform the full range of duties of the position in question.

"Normal orientation" means the period of time to be, or to become, acquainted with those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position.

A "vacancy" shall be defined as an open position which the Employer intends to fill.

8.7 Notice to Employees. At least thirty (30) working days prior to a layoff, other than a temporary layoff, the matter shall be discussed between the Director of Human Resources and the President of the Union and one (1) other representative of the Union. The employee who is scheduled to be laid off and the Union shall be notified in writing by the Director of Human Resources or other designated administrative agent at least thirty (30) working days in advance of the layoff. The written notice to the employee and the meeting with the Union may occur simultaneously. An employee's accrued annual leave days will not be used in lieu of this notice.

- 8.7.1 Normally, notice to final bumped employees shall be issued in writing by the Director of Human Resources at least seven (7) calendar days in advance of the layoff.
- 8.8 Where “minimum qualifications” are required in this Article, this requirement shall be waived by the University if the individual has demonstrated the ability to perform the available work.

## **ARTICLE IX SENIORITY**

- 9.1 Employees in the bargaining unit who have completed their probationary period shall be entitled to seniority rights under this Agreement.
- 9.2 A regular full-time employee in the bargaining unit as of October 27, 1975, shall have seniority dating from the date on the seniority list as agreed upon by the parties at the signing of this Agreement. An employee hired into a regular full-time or regular part-time position subsequent to October 27, 1975, shall have seniority from the date the employee reported to work.
- 9.3 Each new employee shall be considered a probationary employee for the first ninety (90) calendar days of employment. Upon satisfactory completion of the probationary period, the employee shall be placed on the seniority list of the bargaining unit and shall rank from the date of hire. The probationary period may be extended up to an additional ninety (90) calendar day period with the mutual consent of the Union and the Employer.
- 9.3.1 There shall be no seniority among probationary employees.
- 9.3.2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours of employment, and other conditions of employment as set forth in this Agreement. The Union shall not, however, represent probationary employees regarding layoffs and/or terminations, which are nongrievable.
- 9.4 An employee who transfers to a position excluded from the bargaining unit in the University shall retain the employee's seniority held at the time of the transfer for a period of two (2) years after the transfer.
- 9.5 An employee on layoff, except as limited in Section 9.6 below, shall retain and continue to accumulate seniority.
- 9.6 Seniority rights of an employee shall cease for any one (1) of the following reasons:
- a. If the employee voluntarily terminates employment in the bargaining unit, provided such termination is not for transfer purposes as covered in Section 9.4 above.
  - b. If the employee is discharged and the discharge is not reversed through the grievance procedure.
  - c. If the employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of such layoff period, or for two (2) years, whichever is shorter.
  - d. If the employee retires.
  - e. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure.

- f. If the employee is absent for three (3) consecutive working days without notifying the employee's immediate supervisor and fails to give a reasonable explanation for the absence and lack of notice, or if the employee overstays a leave of absence without providing a reasonable explanation to the employee's immediate supervisor within five (5) working days of the termination of the leave. An employee shall not be deprived of seniority when justifiable reasons beyond the employee's control make it impossible to notify the employee's immediate supervisor or return to work.
- 9.7 The Employer shall within twenty (20) calendar days after the effective date of this Agreement furnish the Union with a master list of all employees in the bargaining unit showing the seniority date of each full-time and part-time employee. Such list shall contain the name, seniority date, classification of each employee in the bargaining unit, biweekly salary, and employee's mailing address. The Union shall post the seniority portion of this master list on the Union bulletin boards. Revised master lists shall be furnished to the Union by the Employer monthly. Any appeals from the master list shall be made within twenty (20) calendar days following the date the master list is provided to the Union.
- 9.7.1 The Union President shall be furnished information concerning the date of employment, rate of pay, and classification of an employee in the bargaining unit upon request and within a reasonable period of time.
- 9.8 Employees who are regularly scheduled to work one thousand five hundred and sixty (1,560) hours or more per year will accrue seniority on a full-time basis. Employees regularly scheduled to work twenty-one (21) or more hours per week but less than thirty (30) hours per week will accrue seniority on a three-quarter-time basis. Employees who work twenty (20) hours per week or less will accrue seniority on a half-time basis.
- 9.9 In the event that two (2) or more employees have identical seniority dates, seniority will be determined by the year of birth and the employee with the earliest date shall be deemed to have greater seniority. If the year of birth is identical, seniority will be determined by the month of birth. If the month of birth is identical, seniority will be determined by the day of birth.
- 9.10 Seniority of Union Officials. Members of the bargaining committee, while actively engaged in contract negotiations, shall have top seniority unit-wide for layoff and recall purposes only, provided they have the ability to perform satisfactorily the work available. Union stewards shall have top seniority in the jurisdictional districts they represent, provided they have the ability to perform satisfactorily the work available. The Union President and Chief Steward shall have top seniority unit-wide. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.

## **ARTICLE X LEAVES OF ABSENCE**

### 10.1 Leaves of Absence With Pay

#### 10.1.1 Jury Duty Leave

10.1.1.1 Employees shall be granted jury leave with pay for the period they are required to serve. Such leave shall be coordinated with the department head. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be endorsed to Northern Michigan University and forwarded to the Financial Services Office with a memorandum that includes the dates of the jury duty. Employees are expected to report for regular University assignment when temporarily excused from attendance at court.

#### 10.1.2 Funeral Leave

10.1.2.1 If a death occurs among members of an employee's immediate family, the employee will be excused from work, with pay, for three (3) consecutive days in order to attend the funeral and make other necessary arrangements. In the case of an employee's parent, parent-in-law, spouse or designated individual, child, or stepchild, five (5) consecutive days will be permitted. Because of extenuating circumstances, the Director of Human Resources may grant the bereaved employee additional time charged to the employee's accumulated annual leave or may extend the period of this funeral leave.

10.1.2.2 Definition of Immediate Family. The immediate family shall be interpreted as including: spouse or designated individual, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, stepfather-in-law, stepmother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, stepfather, stepmother, half brother, half sister, grandchild, and dependent persons (including but not limited to foster children or relatives residing in the home).

10.1.2.3 The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

10.1.2.4 An employee will be allowed one (1) day to attend the funeral of an uncle, aunt, nephew, or niece of the employee or employee's spouse.

10.1.2.5 A reasonable number of employees in the unit will be allowed to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

### 10.1.3 Military Leave of Absence

10.1.3.1 Management will abide by federal and state laws and rehire employees who entered the Armed Forces while employed by the University, if they reapply within thirty (30) days from the date they leave active duty.

10.1.3.2 A regular full-time employee who is a member of the National Guard, Officer Reserve Corps, or other similar military organizations and who loses time from the employee's assigned schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one (1) calendar year. The Employer will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less. The employee shall furnish the Employer with written evidence of service and the amount of base pay the employee was eligible to receive.

10.1.3.3 If an employee requests and is scheduled for annual leave during a period of training or service, the employee shall not be eligible for the pay provided by this Article for that period of time for which the employee received annual leave pay.

### 10.1.4 Mandatory Sick Leave

10.1.4.1 If the fitness of an employee to continue in the employee's responsibilities becomes questionable for reasons of physical or mental health, the appropriate employee's supervisor shall discuss the matter with the employee in personal conference. If the problem cannot be resolved in such conference, the Employer may require the employee to submit to a physical or psychiatric evaluation. The Employer may designate an examiner who must be a licensed psychologist, physician or psychiatrist and the Employer will assume the cost of the examination. In the event the medical examination results in finding that the employee is unable to discharge his duties in a competent manner, the Union recognizes that the Employer may have to place the employee on mandatory sick leave, with entitlement to any applicable sick leave, personal sick leave reserve, short-term disability, or long-term disability payments. Before an employee is involuntarily placed on such a sick leave, the Employer will notify the President of the Union and give the Union an opportunity to make any objections it has to the proposed action.

### 10.1.5 Personal Leave Days

Employees shall be granted two (2) days of personal leave per contract year for absence from work for the purpose of attending to or caring for personal matters (e.g., routine medical, dental appointments for dependents). Personal leave may be used in one (1) hour increments and may be scheduled as needed by the employee with prior approval of the supervisor. Personal leave cannot be carried over into the next contract year and will not be paid upon change in employment status.

## 10.2 Leaves of Absence Without Pay

### 10.2.1 Illness or Disability Leave

10.2.1.1 Employees who have acquired seniority and are not eligible for coverage under the Long-term Disability Program or employees who have acquired seniority and are denied long-term disability benefits may apply for a leave for illness or disability as follows:

- a. An employee who (1) is unable to work because of personal sickness or injury including pregnancy and pregnancy related disability and (2) has exhausted sick leave, personal sick leave reserve, and annual leave shall be granted a leave of absence without pay upon request in writing and upon the Human Resources Department receiving written satisfactory evidence of disability from the employee's physician.
- b. The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months.

10.2.1.2 Employees who are eligible for coverage under the Long-term Disability Program and who receive long-term disability benefits will be considered to be on an illness/disability leave and are subject to the conditions of Section 10.2.1.3 and Article XI, Section 11.10.4.

10.2.1.3 Seniority of employees shall not continue during leaves of this provision. The Employer will provide fully paid hospitalization (family plan) as provided in Section 11.3, the regular contribution amount toward the dental plan and the optical plan, if applicable, and one times regular annual salary as group life insurance as provided by our carriers for those employees who are on an approved leave of absence due to sickness or disability including those receiving Workers' Compensation benefits with a two (2) year maximum extension of these benefits.

### 10.2.2 Personal Leave

10.2.2.1 Leaves of absence up to three (3) months without pay may, at the discretion of the Employer, be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, child care for a newborn infant (including adopted infants), or extension of annual leave once annual leave has been granted, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

### 10.2.3 Family and Medical Leave Act (FMLA) Leave

10.2.3.1 A bargaining unit member is eligible, effective August 5, 1993, for a FMLA leave if he/she has been an employee for at least twelve (12) months and has been employed as an employee at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the leave effective date at a worksite where the Employer employs at least fifty (50) employees within a seventy-five (75) mile radius.

- 10.2.3.2 Subject to the notice and certification requirements described below, an eligible bargaining unit member may request and will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:
- a. for the birth of a son or daughter of the member and to care for such child.
  - b. for the placement of a child with the member for adoption or foster care.
  - c. to care for a spouse or designated individual, child, or parent of the member if the former has a serious health condition, or
  - d. because of a serious health condition of the member, which renders him/her unable to perform the functions of the member's position.
- 10.2.3.3 The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any bargaining unit member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position to which the member would have been entitled had the member not taken the leave.
- 10.2.3.4 Bargaining unit members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 10.2.3.5 During the period of a FMLA leave, the Employer shall maintain coverage under any group health 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 member had continued in employment for the duration of the leave; provided, however, that the Employer may recover the premiums paid for maintaining coverage for the member under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Sections 10.2.3.2 (c) or 10.2.3.2 (d) above, or other circumstances beyond the member's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.
- 10.2.3.6 If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or designated individual, child, or parent who has a serious health condition, the bargaining unit member is first required to exhaust any available paid vacation leave and necessity leave (e.g., personal leave, family care leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 10.2.3.7 If the requested leave is due to the bargaining unit member's serious health condition, the bargaining unit member is first required to exhaust any available paid sick leave and personal sick leave reserve. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

- 10.2.3.8 An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, it will expire no later than the end of the twelve (12) month period. For example, a bargaining unit member 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.
- 10.2.3.9 Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse or designated individual who is suffering from a serious health condition, or if the leave is necessitated by the member's own serious health condition.
- 10.2.3.10 An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Director of Human Resources, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.
- 10.2.3.11 An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for herself/himself, her/his spouse or designated individual, child or parent, should notify, in writing, the Director of Human Resources as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such a member must also give at least thirty (30) calendar days written notice, unless impractical in which case the bargaining unit member must provide as much written notice as circumstances permit.
- 10.2.3.12 If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the bargaining unit member may be required to file with the Employer in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the member is needed for such care.
- 10.2.3.13 If the requested leave is because of a serious health condition of the bargaining unit member which renders her/him unable to perform the functions of the member's position, the bargaining unit member may be required to file with the Employer the physician's or health care provider's statements as allowed by the FMLA.
- 10.2.3.14 Leaves taken under Sections 10.2.3.2 (a) or 10.2.3.2 (b) above shall not be taken intermittently unless the Employer and the bargaining unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, leaves taken under Sections 10.2.3.2 (c) or 10.2.3.2 (d) 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 member to transfer temporarily to an available alternative position

offered by the Employer for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the member's regular position.

10.2.3.15 A bargaining unit member on an approved leave under this Article must report to the Director of Human Resources every four (4) workweeks regarding her/his status and intent to return to work upon conclusion of the leave.

10.2.3.16 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 Sections 10.2.3.2 (c) or 10.2.3.2 (d) above, the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

10.2.3.17 The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993, and any terms used from the FMLA will be as defined in the Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

10.2.3.18 The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

#### 10.2.4 Seasonal Leave

10.2.4.1 Leaves of absence up to four (4) months without pay may be granted to employees who have acquired seniority under this Agreement.

10.2.4.2 Seasonal leaves are usually granted to those employees who have a number of years of service and do not choose to be employed during periods such as breaks in the academic calendar or the summer semester.

10.2.4.3 The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer. It is understood that the position will remain vacant during the designated seasonal leave.

10.2.4.4 The University will provide the regular premium contributions for hospitalization as provided in Section 11.3, if applicable, dental, if applicable, optical, if applicable, and life insurance, if applicable, coverage while an employee is on a seasonal leave.

10.2.4.5 The employee will continue to accrue seniority while on a seasonal leave. If the employee does not return to the University upon expiration of the leave, the employee's employment shall be terminated unless either Article VIII or Article IX, Section 9.6 (f) applies.

10.2.4.6 The employee will not receive pay for the holidays falling within the leave of absence except for December 25 and New Year's Day.

## 10.2.5 Educational Leave

10.2.5.1 Educational leaves of absence of up to one (1) year may be granted to employees of this unit who have at least three (3) years of seniority at Northern Michigan University. Such leaves will be unpaid and without benefits or seniority accumulation. All requests for educational leave must be presented in writing to the Director of Human Resources. Such leave will terminate at the end of one (1) year or when the employee ceases to be a student on an approved degree or certificate program at an accredited institution of higher education, whichever occurs first.

## 10.2.6 Union Leave

10.2.6.1 An employee elected or appointed to a position with the International Union, which necessitates a leave of absence, may request a leave of absence without pay, benefits, and seniority accumulation. Such request shall be made to the Director of Human Resources as far in advance as possible, but in no event later than thirty (30) days prior to the day such leave is to become effective. Such requests must be made in writing and must be signed by the UAW Director of Region 1D. Such leaves shall be granted by the University for a period of not less than one (1) year and not more than two (2) years or the term of office, whichever may be shorter. No more than one (1) employee will be allowed to take such leave for any given period.

10.2.6.2 At least three (3) months prior to when the employee is to return from the employee's Union leave, the Union shall notify the Director of Human Resources, in writing, as to the date of the employee's return. Upon the employee's return, the employee will be placed in a vacant position. If no position is available for which the employee is qualified, the employee will have the right to displace an employee with the least seniority in the same classification as held before going on leave. The University shall have no responsibility to place any employee returning from a Union leave until ninety (90) days after receiving the above notice.

## 10.2.7 Political Activity Leave

10.2.7.1 Any employee with at least one (1) year of seniority who is elected to a full-time public office, or who is a candidate for a full-time public office, may make written application for a leave of absence without pay, benefits, and seniority accumulation for the period of the first term of active service in such elective office, or during the time preceding elections in order to campaign for such office. An extension of such a leave of absence for service in elective public office may be granted by the University upon written application by the employee. Seniority shall not accumulate during such a leave.

10.2.7.2 Such request must be made no less than thirty (30) days in advance in writing to the Director of Human Resources. Exceptions may be made when it is not possible for such advance notice to be given.

## 10.3 General Conditions

10.3.1 All leaves of absence must be approved by the administrative head and cleared through the Human Resources Department.

- 10.3.2 Application for extension of leaves of absence must be made prior to expiration of leave.
- 10.3.3 Except as provided under Section 10.2.1, Illness or Disability Leave, and Section 10.2.4, Seasonal Leave, the employee must contact the Human Resources Department regarding maintaining payments for hospitalization, dental, optical, and life insurance during the leave period. However, those employees on seasonal leave or illness or disability leave who carry supplemental life insurance must contact the Human Resources Department regarding maintaining payments.
- 10.3.4 The employee will not receive pay for the holidays falling within the leave of absence except as provided under Section 10.2.4.6, Seasonal Leave.
- 10.3.5 The employee will not accrue annual leave while on a leave of absence.
- 10.3.6 Seniority of employees shall not continue during leaves of this provision except as provided under Section 10.2.4.5.
- 10.4 Return to Active Employment
- 10.4.1 The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning the employee to active employment.
- 10.4.2 In addition, and in order to be eligible to return to active employment, an employee returning from an illness or disability leave of absence must provide a statement from the employee's physician releasing the employee to return to work.
- 10.4.3 The assignment upon return from an Illness or Disability Leave, Personal Leave, Educational Leave, Mandatory Sick Leave, and Political Activity Leave will be dependent upon the jobs available within the same classification. If it is not possible to assign work to the employee immediately upon return from leaves specified in this Section, the employee will be granted an extended leave for a maximum of one (1) month, during which time the Human Resources Department will make a concerted effort to find employment for the employee. If the employee is not returned to work during this one (1) month period, the employee will have the right to displace an employee with the least seniority in the same classification, based on the ability to perform the work available. Seniority of employees shall not be credited during leaves of this provision.
- 10.4.4 If an employee is required to extend a leave of absence because no vacancies exist at the time the employee requests reinstatement, the employee may accept temporary employment outside the University without loss of seniority. If the employee does not return to the University when a vacancy exists, or at the end of the extended leave, the employee's employment shall be terminated.

## **ARTICLE XI FRINGE BENEFITS**

### 11.1 Holidays and Seasonal Bonus Days

11.1.1 The following holidays will be observed on the calendar day on which each falls, except that a holiday that falls on a Sunday will be observed on the following Monday and a holiday that falls on a Saturday will be observed on the preceding Friday:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. December 25

11.1.2 If an employee is required to work on Easter Sunday, the employee will be paid straight time, but will be given an additional day off with pay, the time to be arranged with the employee's supervisor who will make an effort to grant the additional day off as near as practical to Easter Sunday.

11.1.3 When the designated holiday occurs on a scheduled day off in the employee's workweek, the employee will receive an additional day off with pay to be arranged with the supervisor who will make an effort to grant the additional day off as near as practical to the designated holiday.

11.1.4 Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off for the holiday on which the employee is scheduled to work, the employee will receive holiday pay in addition to the time and one-half for the time worked.

11.1.5 In addition to the holidays stated above, each fiscal year the Employer will schedule six (6) seasonal bonus days. One (1) seasonal bonus day will be the day after Thanksgiving, one (1) will be the day before or after December 25, and one (1) will be the day before or after New Year's Day. It is the Employer's intention to designate the days between December 25 and New Year's Day a "holiday week." Any additional days may be designated by the Employer on another date or left as "floating" seasonal bonus days for the employee to schedule with the supervisor.

11.1.6 If an employee is scheduled to work on a designated seasonal bonus day, the employee will be paid at the straight time rate and will be granted equivalent time off. Such time off must be used prior to June 30 of the fiscal year.

11.1.7 If an employee is absent on the working day immediately preceding or immediately following the holiday or seasonal bonus day, the employee will not be paid for the holiday or seasonal bonus day

unless the absence is approved compensatory leave or excused by the employee's immediate supervisor prior to the day of absence. However, if an employee is laid off for the period between the end of fall semester and the beginning of winter semester or spring break because of lack of work, the employee will receive the same holiday pay given the rest of the employees.

11.1.8 Part-time employees as defined in Article I will be entitled to holiday pay and seasonal bonus day pay proportionate to the time actually worked. Temporary employees as defined in Article VII and employees who regularly work less than twenty (20) hours per week will not qualify for any of these benefits.

11.1.9 If an employee terminates employment, the employee will not receive pay for holidays or seasonal bonus days occurring after the employee's last day worked even though the holidays or seasonal bonus days may fall within the period of the employee's projected vacation leave payment, nor may the employee accrue annual leave.

11.1.10 No holidays or seasonal bonus days will be "cashed out."

11.2 Annual Leave

11.2.1 Effective September 8, 1996, full-time, twelve (12)-month employees will accrue annual leave according to the following schedule:

Years of Continuous <u>Service at NMU</u>	Annual Accrual Rate		Maximum Accrual	
	<u>Hours</u>	<u>(Days)</u>	<u>Hours</u>	<u>(Days)</u>
1 through 5	120	(15)	180	(22.5)
6 through 10	160	(20)	240	(30)
11 and over	200	(25)	300	(37.5)

11.2.2 Less than twelve (12)-month employees will accrue annual leave at the same accrual rate during the specified period of their employment.

11.2.3 Those employees who are assigned to work at least twenty (20) hours but less than forty (40) hours per week as defined in Article I will be entitled to annual leave proportionate to the time actually worked. Temporary employees as defined in Article VII and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

11.2.4 An employee must be compensated for forty (40) hours of the pay period in order to accrue annual leave.

11.2.5 Annual leave may be taken by an employee after completion of three (3) months of employment. In exceptional cases, permission may be granted by the employee's supervisor and the Director of Human Resources to take annual leave during the first three (3) months of employment.

11.2.6 All leave must be taken at the mutual convenience of the employee and the University at a time approved by the department or division head, with the provision that an employee with the greater

seniority will be given priority consideration for the employee's original request of vacation dates. Minimum period of leave is one (1) hour.

- 11.2.7 Departments or divisions which experience "slack" or "down" periods may require that vacation time be used during these periods. The minimum increment to be so used is one (1) day.
- 11.2.8 When a holiday or seasonal bonus day is observed by the University during the time that annual leave is being taken, no annual leave will be charged for the holiday or seasonal bonus day.
- 11.2.9 Clerical/Technical positions financed by grants will be governed by the grant provisions set forth under this Section 11.2. Every effort will be made by the University to negotiate grant provisions consistent with University policy.
- 11.2.10 In the event of an employee's death, termination, resignation, or retirement, the employee will receive payment of annual leave accrued under this Section. In case of the employee's death, payment will be made to the beneficiary designated on the Authorization to Disburse Earnings and Allowances form on file in the Human Resources Department, if any, or the estate of the deceased employee.
- 11.2.11 Longevity. All employees who in 1974 elected longevity benefits in lieu of increased annual leave may continue said election for the duration of this Agreement. Such employees will receive in lieu of the annual leave provided herein, fifteen (15) days per year for one (1) through eight (8) years of service, and eighteen (18) days per year for over eight (8) years of service, with longevity benefits after six (6) years of continuous service as specified in the "Clerical/Technical Handbook" in effect on June 17, 1974.

### 11.3 Hospitalization and Medical Insurance

- 11.3.1 The Board will, during the life of the Agreement, maintain and contribute to the cost for the current hospitalization and medical program for bargaining unit members regularly scheduled to work thirty (30) hours or more per week (1,560 hours or more per year). Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the hospitalization and medical program by paying the University the difference between the University's full contribution and the full-time equivalent cost (e.g., for an employee scheduled to work twenty [20] hours per week, the University will pay fifty percent [50%] of the specified contribution and the employee will pay fifty percent [50%]). If an employee elects not to pay the prorated contribution, the employee will not be covered for this benefit. Employees must complete and file application in accordance with the Board's and the administrators' regulations. The Board's contribution to the health program for each bargaining unit member participating will be as follows:

1999-00 average cost up to \$6,050  
2000-01 average cost up to \$6,232  
2001-02 average cost up to \$6,419

- 11.3.2 If the average cost is less than the amounts above, the difference will be considered savings and accrue to the benefit of the employees. The total savings will be computed based on the average

number of employees covered during the health plan year. Any savings accrued will be carried forward and applied to excess costs in subsequent years as specified in the following paragraphs:

- 11.3.3 Any average cost among all covered employees exceeding the amount specified in 1999-2000 will be paid by the employees up to a maximum of \$750. Any costs in excess of applied savings and maximum employee contribution will be covered by the Employer.
- 11.3.4 Any savings carried forward from 1999-2000 will be applied to any excess costs in 2000-2001. Any costs in excess of the applied savings will be paid by the employees up to a maximum of \$750 (including any savings carried forward). Any costs in excess of applied savings and maximum employee contribution will be covered by the Employer.
- 11.3.5 Any savings carried forward from 2000-2001 will be applied to any excess costs in 2001-2002. Any costs in excess of the applied savings will be paid by the employees up to a maximum of \$750 (including any savings carried forward). Any costs in excess of applied savings and maximum employee contribution will be covered by the Employer.
- 11.3.6 Any savings remaining at the end of the 2001-2002 contract year (health plan year) will be distributed in a manner specified by the Union. The method of distribution cannot include an increase in base salaries, since the savings is a one-time savings.
- 11.3.7 When calculating the average cost per year for the hospitalization and medical program, the Union agrees to include \$2.50 per covered employee per year to help fund wellness activities of the Health Care/Wellness Committee. The Employer also agrees to contribute \$2.50 per covered employee per year for this purpose.
- 11.3.8 Average cost is defined as the total of claims, administrative fees, reinsurance, Employer's share of F.I.C.A. and stop loss premiums divided by the average number of University employees covered during the health plan year.
- 11.3.9 In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan.
- 11.4 Prescription Drug Card Program
  - 11.4.1 The Employer agrees to provide a Prescription Drug Card Program with a \$5.00 deductible. A mail order option with a \$2.50 co-pay will also be available.
- 11.5 Dental
  - 11.5.1 The Employer will contribute the full cost per bargaining unit member of a two-person plan premium for eligible bargaining unit members for a defined dental plan for all participating bargaining unit members.
  - 11.5.2 Required payroll deductions will be deducted in advance for coverage for the following month.

- 11.5.3 The Plan must maintain the level of participation of the bargaining unit members on roll as determined by the carrier.
- 11.6 Optical
- 11.6.1 The Employer will contribute the full cost per bargaining unit member of a single plan premium for a defined optical plan for all participating bargaining unit members.
- 11.6.2 Payroll deductions will be deducted in advance for coverage for the following month.
- 11.6.3 The Plan must maintain the level of participation of the employees on roll as determined by the carrier.
- 11.7 Sick Leave
- 11.7.1 Full-time employees shall be eligible for up to eighty (80) hours of sick leave with pay per fiscal year. Employees may use sick leave after they have completed two (2) biweekly pay periods.
- 11.7.1.1 In their initial year of employment, employees hired between July 1 and September 30 shall be eligible for up to eighty (80) hours of sick leave; employees hired between October 1 and December 31 shall be eligible for up to sixty (60) hours of sick leave; employees hired between January 1 and April 30 shall be eligible for up to forty (40) hours of sick leave; and employees hired between May 1 and May 31 shall be eligible for up to twenty (20) hours of sick leave in the fiscal year. Employees hired after May 31 shall be eligible for sick leave in the subsequent fiscal year.
- 11.7.1.2 Upon return to work from layoff or an unpaid leave of absence, employees shall be eligible for sick leave as indicated in Section 11.7.1.1.
- 11.7.2 Those employees who work at least twenty (20) but less than forty (40) hours per week as defined in Article I will be entitled to sick leave proportionate to the time actually worked. Temporary employees as defined in Article VII and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.
- 11.7.3 Sick leave shall be available for use by employees for the following purposes:
- a. Personal illness or incapacity over which the employee has no reasonable control.
  - b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
  - c. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonduty hours.

#### 11.7.4 Personal Sick Leave Reserve

11.7.4.1 Each fiscal year full-time employees shall be eligible for up to one hundred and sixty (160) hours of personal sick leave reserve.

11.7.4.2 An employee who has a serious health condition may use up to one hundred and sixty (160) hours of personal sick leave reserve. Prior to approval of an excused absence and payment from the sick leave reserve, an employee must submit satisfactory medical evidence, utilizing the authorized form, of the serious health condition to the Director of Human Resources. Failure to provide satisfactory medical evidence of a serious health condition in a timely manner will result in payments from sick leave, if available, or annual leave.

11.7.4.2.1 Serious health condition means an illness, incapacity due to pregnancy, injury, impairment, or a physical or mental condition that involves one of the following:

- a. Inpatient hospital care including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care;
- b. A period of incapacity of more than three (3) consecutive calendar days that also involves treatment two (2) or more times by a health care provider, or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
- c. A chronic condition which requires periodic visits for treatment by a health care provider which continues over an extended period of time and may cause episodic rather than a continuing period of incapacity.

11.7.4.3 In their initial year of employment, employees hired between July 1 and September 30 shall be eligible for up to one hundred and sixty (160) hours of personal sick leave reserve; employees hired between October 1 and December 31 shall be eligible for up to one hundred and twenty (120) hours of personal sick leave reserve; employees hired between January 1 and April 30 shall be eligible for up to eighty (80) hours of personal sick leave reserve; and employees hired between May 1 and May 31 shall be eligible for up to forty (40) hours of personal sick leave reserve in the fiscal year. Employees hired after May 31 shall be eligible for personal sick leave reserve in the subsequent fiscal year.

11.7.4.4 Upon return to work from layoff or an unpaid leave of absence, employees shall be eligible for personal sick leave reserve as indicated in Section 11.7.4.3.

11.7.4.5 Those employees who work at least twenty (20) but less than forty (40) hours per week as defined in Article I will be entitled to personal sick leave reserve proportionate to the time actually worked. Temporary employees as defined in Article VII and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

11.7.5 If an employee is in a period of continuing sick leave and/or personal sick leave reserve utilization at the change of fiscal years, the employee will be required to requalify for sick leave and personal

- sick leave reserve by returning to active employment and working a period of twenty (20) consecutive work days.
- 11.7.6 Employees who are not eligible for short-term disability and who have exhausted their sick leave and personal sick leave reserve and are still unable to return to work shall exhaust any unused annual leave.
  - 11.7.6.1 Employees who have exhausted their sick leave, their personal sick leave reserve, and their unused annual leave and are still unable to return to work, must apply for a leave of absence for illness or disability as specified under Section 10.2.1.
  - 11.7.7 An employee using sick leave or personal sick leave reserve during a period that includes a scheduled holiday will be paid for the holiday but will not be charged a day of sick leave.
  - 11.7.8 Employees are required to notify their department or division head of all absences due to sickness on a daily basis. Where an employee is expected to be hospitalized or confined to the employee's home, the employee and the employee's department or division head may arrange for notification at appropriate intervals.
  - 11.7.8.1 An employee who has been severely ill or who has been hospitalized because of illness or surgery must provide a statement from the employee's personal physician stating that the employee is able to resume the employee's full range of duties, including any limitations attached thereto.
  - 11.7.8.2 In the case of extended sick leave absences or in an effort to determine the validity of an employee's use of sick leave, the employee may be requested to furnish a physician's statement of physical condition to the employee's department or division head who shall be responsible for verifying absence due to illness or disability.
  - 11.7.9 All payments for sick leave and personal sick leave reserve shall be made at the employee's current rate of pay.
  - 11.7.10 Sick leave taken for less than a full day must be taken, and will be charged, in increments of tenths (10ths) of one (1) hour. (e.g., absence of two [2] hours and five [5] minutes would be charged as 2.1 hours of sick leave.)
  - 11.7.11 Personal sick leave reserve must be taken, and will be charged in accordance with actual time required, or proportionate to the time actually worked, or on a reduced schedule for a limited time in order to accommodate a return to active employment.
  - 11.7.12 Employees will no longer accrue sick leave. Effective September 7, 1996 employees will have their accrued sick leave hours frozen and a value computed. The frozen accrual value will be computed by multiplying the number of sick leave hours accumulated as of September 7, 1996 by the primary assignment base hourly rate in effect as of June 30, 1996.
  - 11.7.12.1 Payout of the frozen accrual value will be made over a four (4)-year period commencing December 1996. The percentage used to compute the payout will be based on the employee's number of years of service at Northern Michigan University as of June 30, 1996 as reflected in the

leave date on the annual and sick leave status report. The percentage will remain fixed over the four (4)-year period.

11.7.12.2 The four (4)-year payout starting in December of 1996 is as follows:

Schedule of Percentage Payouts

10 or more years of service	50%
9 years of service	45%
8 years of service	40%
7 years of service	35%
6 years of service	30%
5 years of service	25%
4 years of service	20%
3 years of service	15%
2 years of service	10%
1 or less years of service	5%

11.7.12.3 Any payout amount less than \$1,500 will be paid in the first year.

11.7.12.4 Payout of the unpaid balance will be made upon termination of employment prior to expiration of the four (4)-year period.

11.8 Workers' Compensation

11.8.1 An employee who suffers injury compensable under the Workers' Compensation Act and who is awarded such compensation shall be paid the difference between the employee's regular wages and payment received under provisions of the Act for a maximum of six (6) consecutive months.

11.8.2 Employees who have been disabled for six (6) consecutive months and are unable to return to work shall, if eligible, apply for long-term disability benefits as specified in Section 11.10.

11.9 Short-Term Disability

11.9.1 When all sick leave and personal sick leave reserve have been exhausted, full-time employees who are eligible for disability coverage under the University's Long-Term Disability Insurance Program are covered by additional short-term disability benefits proportionate to their regular appointment period as follows:

11.9.1.1 Upon receipt of satisfactory medical evidence of disability (inability to discharge regular duties), the Director of Human Resources will authorize payment of seventy-five percent (75%) of the employee's regular salary and all of the employee's fringe benefit payments. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) short-term disability payment and full salary.

11.9.1.2 The benefits provided in the preceding paragraph will continue until the Long-Term Disability Insurance Program becomes effective, or until the employee recovers and resumes the employee's

regular duties, or until the employee dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability.

- 11.9.1.3 An employee shall continue to accrue annual leave while using sick leave and personal sick leave reserve.
- 11.9.1.4 Once sick leave and personal sick leave reserve have been exhausted and the employee is placed on short-term disability, the employee shall cease to earn annual leave.
- 11.9.1.5 An employee who returns to work after having received short-term disability will be required to requalify for short-term disability benefits by working a period of twenty (20) consecutive work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Director of Human Resources in cases of very serious illness or disability. Exceptions shall be granted at the sole discretion of the Employer and any such decision to grant or deny any exception shall not be grievable.
- 11.9.2 Full-time regular employees who are employed on less than a twelve (12)- month basis shall receive benefits provided under this policy apportioned on the basis of the months worked.
- 11.9.3 Employees who are not eligible under the Long-Term Disability Insurance Program will be paid at their regular salary rate until their sick leave, personal sick leave reserve, and annual leave have been exhausted. When these benefits have been exhausted, all payments will terminate. Employees may be eligible for an unpaid illness/disability leave as specified in Section 10.2.1.
- 11.10 Long-Term Disability Insurance
  - 11.10.1 The University will pay the full cost of a Long-Term Disability Insurance Program.
  - 11.10.2 The current policy provides for the payment of sixty percent (60%) of the regular yearly salary for all full-time employees who have been employed one (1) full year or longer and who, in the opinion of our carrier, are considered to be totally disabled. The Employer will notify the Union in the event the carrier is changed.
  - 11.10.3 Total disability under the current program is “the inability of the employee, by reason of sickness or bodily injury or pregnancy, to perform the material and substantial duties of any occupation for which the employee is reasonably qualified by education, training, or experience. You must be under the regular care of a physician, other than yourself or a member of the family.”
    - 11.10.3.1 Physician is defined as a physician legally licensed to practice medicine and/or surgery.
  - 11.10.4 Employees who receive benefits under the Long-Term Disability Program will be considered to be on an illness/disability leave as specified in Section 10.2.1 to a maximum of two (2) calendar years at which time employment shall terminate.

## 11.11 Family Care Leave

- 11.11.1 Each fiscal year, full-time employees shall be eligible for up to forty (40) hours of paid family care leave for absences required due to the confining illness or injury to members of the immediate family (spouse or designated individual, children and parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the employee is principally responsible.
- 11.11.2 Those employees who work at least twenty (20) but less than forty (40) hours per week as defined in Article I will be entitled to paid family care leave proportionate to the time actually worked. Temporary employees as defined in Article VII and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

## 11.12 Life Insurance

- 11.12.1 The University will pay the premiums for term life insurance equal to an employee's annual base salary rate, (rounded to the next highest multiple of \$1,000), with an accidental death and dismemberment rider, for all employees who complete the necessary forms for this coverage within thirty (30) days of obtaining employment.
  - 11.12.2 Additional personal coverage may be obtained at the employee's cost, including coverage for the employee's spouse and/or dependent children.
  - 11.12.3 In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan. The Employer will discuss with Union representatives any proposed changes in insurance carriers.
- 11.13 Insurance Obligation. The University's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's or administrator's rules and regulations.

## 11.14 Retirement

- 11.14.1 All employees first hired prior to January 1, 1996 are covered under the terms and provisions of the Michigan Public School Employees Retirement System and, therefore, are subject to the rules, regulations, and retirement provisions of the Michigan Public School Employees Retirement System.
- 11.14.2 Employees first hired January 1, 1996 or later who are scheduled to work at least twenty (20) hours per week and complete the necessary applications within ninety (90) days of their date of hire will be members of Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF). Employer contribution to TIAA-CREF will be twelve and one-half percent (12.5%). Employees regularly scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

### 11.14.3 Retirement Definition

11.14.3.1 To be considered a retiree and eligible for retirement benefits and privileges as a retiree of Northern Michigan University, regardless of the retirement program in which an employee participates, the total of an employee's age and years of service at Northern Michigan University must equal or be greater than seventy (70) as of the retirement effective date and the employee must have a minimum of ten (10) years of full-time service with the University.

### 11.15 Bookstore Discount

11.15.1 All employees, their spouses, and dependents as defined by the I.R.S. shall receive a twenty percent (20%) discount on all books purchased at the Bookstore and a ten percent (10%) discount on all other items. These discounts shall not apply to sale items or to cap and gown rentals and purchases.

### 11.16 Tuition Scholarship Program

11.16.1 Tuition scholarships will be awarded to employees, spouses, and dependent children, as defined by the Internal Revenue Service, on a space available basis.

11.16.2 Employees, spouses, and dependent children, as defined by the Internal Revenue Service, shall be allowed to take an unlimited number of credit hours per semester.

11.16.3 Employees may enroll in courses up to a maximum of four (4) credit hours during regular working hours. Arrangements for such time off must be made with the immediate supervisor. All time so devoted will be made up within the same biweekly pay period through arrangements with the immediate supervisor and/or department head. If the employer assigns a bargaining unit member to take a class offered only during the employee's scheduled work time, the employee shall not be required to make up the time.

11.16.4 In the event of death to an employee who had at least fifteen (15) years of service at NMU, the surviving spouse, as long as he/she does not remarry, and the dependent children when they become eligible for enrollment at NMU and as long as they continue to meet the I.R.S. definition, may participate in the Program until they complete their course of study.

11.16.5 In the event of an employee's death, the surviving spouse, as long as he/she does not remarry, and dependent children, as long as they continue to meet the I.R.S. definition, who are participating in the Tuition Scholarship Program as specified in Sections 11.16.1 and 11.16.3 at the time of the employee's death may continue in the Program until completion.

11.16.6 Those who participate in this Program are not eligible to receive additional University-funded scholarships or grants.

11.16.7 No employee on a leave of absence or their spouse or dependent children shall receive such a scholarship unless it is approved by the Director of Human Resources prior to the commencement of such leave.

11.17 Recreation Membership

11.17.1 All employees may acquire a single Recreation Membership for themselves, free of charge, by completing the annual application process. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such employees. Once per year, employees may sponsor one (1) person, other than their spouse, for a recreation membership at the reduced rate which would otherwise be afforded family members of employees.

11.18 Dependent Care Assistance Program (DCAP)

11.18.1 The Employer agrees to offer an employee-paid Dependent Care Assistance Program to all full-time bargaining unit members.

11.19 Flexible Spending Accounts

11.19.1 Effective with the next open enrollment period after the ratification of this Agreement the Employer will establish flexible spending accounts and premium conversion plans for health, dental, and optical expenditures for insurance premiums and deductibles as allowable by law.

11.20 Pre-tax Parking Fees

11.20.1 Effective as soon as practicable after ratification of this Agreement, the University will allow employees who complete the necessary forms to have the cost of their parking decal fees deducted from their payroll check on a pre-tax basis.

## **ARTICLE XII**

### **PROMOTIONS AND OTHER TRANSFERS**

- 12.0 Promotions and Other Transfers
- 12.1 Definitions
  - 12.1.1 Promotion. A promotion is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.
  - 12.1.2 Regular Job Opening. A regular job opening is a position which is expected to be filled for more than four (4) consecutive months unless mutually extended by the Union and the Employer.
  - 12.1.3 A transfer is defined as the explicit movement of an employee from one regular job opening in a classification to another during which time the employee performs or is expected to perform the full range of duties which are characteristic of the classification description.
  - 12.1.4 A temporary transfer is defined as the explicit movement of an employee to a position during which time the employee performs or is expected to perform the full range of duties which are characteristic of the position. A temporary transfer will generally not exceed the duration of time necessary to cover for the expected return of an absent employee or fluctuation in the department's work activity.
    - 12.1.4.1 If an employee, upon written notification from the employee's supervisor with prior approval from the appropriate President's Council member, is required to perform the full range of duties of a higher graded classification for a period of fourteen (14) calendar days or longer, they will receive a five percent (5%) increase in their current salary or the minimum of the higher classification, whichever is greater. This increase will be retroactive to the day they were required to perform such duties. When the temporary assignment is completed, the employee will receive the salary then in effect for the employee's original classification.
    - 12.1.4.2 If an employee is temporarily assigned to the duties of a lower graded classification, there will be no reduction in salary.
    - 12.1.4.3 Any grievance of the provisions of temporary assignment will be processed at Step Three of the grievance procedure.
  - 12.1.5 Requisite Qualifications. Requisite qualifications mean that the records of the University or other knowledge made known to the University indicate with reasonable certainty that the employee will be able to perform competently the full range of duties of the regular job opening within a reasonable period of time. Competent performance includes acceptable interpersonal skills.
  - 12.1.6 Normal orientation shall be as defined in Section 8.6.
- 12.2 Basis of Promotions. The University and the Union agree that promotional opportunities for current employees should be encouraged throughout the University. Promotions and transfers shall be made on the basis of requisite qualifications and seniority. If two (2) or more bargaining

unit employees who possess the requisite qualifications bid for a position, the employee with the most bargaining unit seniority will be offered the position. The Employer shall have the right to hire qualified new employees from outside the bargaining unit in the event there is an exceptional difference in the qualifications of the applicants.

12.2.1 If two (2) or more people apply for a position, the employee(s) not selected shall be sent written notification from the hiring department of rejection within three (3) working days after the successful applicant has accepted the position. This notification will state the reason why the employee was not chosen. The notification should also identify the successful applicant.

### 12.3 Posting and Bidding Procedure

12.3.1 If a regular job opening is not filled in another manner consistent with the terms of the Agreement, the regular job opening will be posted for five (5) working days on the Human Resources Department bulletin board and copies shall be sent to the Union President and to each University department for posting. The Union and the University agree to discuss at a Special Conference the number of copies required to be provided pursuant to this paragraph.

12.3.2 When the regular job opening is posted, the posting will note the classification, the pay grade, the minimum qualifications, the department, the starting time, and the closing date for receipt of applications. A copy of the posting will be sent to the President of the Union.

12.3.3 A promotion or transfer under this Section will be made as soon as reasonably practicable after the successful applicant has been selected.

### 12.4 General Provisions

12.4.1 During any period in which employees are being considered for promotion or transfer and during any posting period, the regular job opening may be filled by anyone on a temporary basis.

12.4.2 An employee who is promoted or transferred will be given a reasonable period of time not to exceed fifty (50) actual days worked in the new position to demonstrate competent performance. During this period of time, the employee will receive a normal orientation as defined in Section 8.6. If competent performance is not demonstrated, the employee will be returned to a vacancy, if any, or displace the least senior employee in the classification from which the employee was promoted or transferred at the same rate of pay (plus any scheduled increases) as before the promotion or transfer.

12.4.3 An employee who has been promoted or transferred and not returned to the employee's former classification, need not be considered by the University for a subsequent promotion or transfer during the six (6)-month period following the employee's promotion or transfer.

12.4.4 An employee who is returned to the classification from which the employee was promoted will be paid at the same pay rate the employee received prior to the promotion or at a higher pay rate if the employee would have received an increase in pay pursuant to the terms of this Agreement if the employee had not been promoted.

12.4.5 New employees are required to take examinations given by the Human Resources Department, and present employees may be required to take examinations if they apply for or are promoted to a higher position within the University, except when sufficient evidence of requisite qualifications is already on file with the University. Only those employees and candidates who meet the requisite skill level will be considered for employment or promotion.

12.4.6 It is not the intent of the Employer to subcontract work (whether on or off University premises) which is regularly and customarily performed by employees of the bargaining unit to sources outside the University when qualified employees in the bargaining unit, and necessary equipment, are available to do the work.

## 12.5 Transfers Due to Illness, Injury, or Disability

12.5.1 The University will make a reasonable effort to reassign employees partially incapacitated as a result of an accident or disease or employees who, because of health or other disability, are not able to continue in their present position.

Such reassignment may be made only to an open position which the employee is capable of performing.

12.5.2 The regular posting procedure shall not apply to such reassignment.

12.5.3 An employee who is so reassigned will be paid at the rate established for the position to which they are reassigned but in no event less than their current rate or the maximum rate of the pay grade, whichever is lower.

## 12.6 Salary Rates for Transfers

12.6.1 When an employee is transferred, the following rules shall apply to establishing the salary of the employee.

a. When an employee is involuntarily transferred to a classification in a lower salary grade, the employee shall be paid the employee's current rate or the maximum rate of the new classification, whichever is lower.

b. When an employee voluntarily bids for and is selected to a classification in a lower salary grade, the following shall occur:

For one (1) pay grade level lower, the employee shall receive a seven and five tenths percent (7.5%) reduction of their current base pay or if the new salary reflects a rate less than the minimum rate of the lower pay grade, the employee shall be paid at the minimum salary of the lower pay grade. If the new salary reflects a rate above the maximum rate of the lower pay grade, the employee shall be placed at the maximum rate of the lower pay grade.

For two (2) pay grade levels lower, the employee shall receive a ten percent (10%) reduction of their current base pay or if the new salary reflects a rate less than the minimum rate of the lower pay grade, the employee shall be paid at the minimum salary of the lower pay grade. If

the new salary reflects a rate above the maximum rate of the lower pay grade, the employee shall be placed at the maximum rate of the lower pay grade.

- c. When an employee is transferred to a classification in a higher salary grade, the following will occur:

For one (1) pay grade level higher, the employee shall be paid a seven and five tenths percent (7.5%) increase above their current base salary or if the new salary reflects a rate less than the minimum rate of the higher pay grade, the employee shall be paid at the minimum rate of the higher pay grade. If the seven and five tenths percent (7.5%) increase reflects a rate above the maximum rate of the higher pay grade, then the employee shall receive the portion of the percentage increase which will bring the employee to the maximum and the remainder shall be paid as a bonus payable on a biweekly basis over the course of the fiscal year.

For two (2) pay grade levels higher, the employee shall be paid a ten percent (10%) increase above their current base salary or if the new salary reflects a rate less than the minimum rate of the higher pay grade, the employee shall be paid at the minimum rate of the higher pay grade. If the ten percent (10%) increase reflects a rate above the maximum rate of the higher pay grade, then the employee shall receive the portion of the percentage increase which will bring the employee to the maximum and the remainder shall be paid as a bonus payable on a biweekly basis over the course of the fiscal year.

- d. An employee who is transferred to a classification in the same salary grade shall receive no change in salary.

## 12.7 Job Classifications

12.7.1 General Provisions. The classification of positions and salary grades as enclosed in Appendix A of this Agreement is designed to identify and categorize positions according to the qualifications required, the degree of responsibility, complexity, effort, and skill of the duties associated with the positions. The Employer and the Union agree upon and accept the position classifications, descriptions, and respective salary grades in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

12.7.2 Before any reclassification request is processed according to the procedure outlined in Section 12.7.2.1, it shall be submitted to a two (2) person Review Committee. The Committee shall consist of one (1) person appointed by the Director of Human Resources and one (1) appointed by the Union. Unless extended by mutual agreement, the Review Committee shall, within ten (10) working days after receiving the Position Questionnaire, meet to consider whether or not the request demonstrates the addition of new job duties not inherent or otherwise a part of an employee's current realm of responsibility. If the Committee decides that such a change exists, the request shall be processed. If the Committee decides that such a change does not exist, then the request will not be processed.

12.7.2.1 Revised Positions. In the event of the addition of new job duties not inherent or otherwise a part of an employee's current realm of responsibility, the employee or the employee's Union representative may submit a reclassification request to the Employer which will be forwarded

through proper channels in accordance with the following administrative procedure agreed upon by the Union and the Employer:

- a. Each supervisor must respond to the Position Questionnaire within ten (10) working days of receipt by not approving the statement of duties, in which case the responsibilities of the position shall revert to the status quo duties before the change, or communicating a recommendation for approval to the next level.

Failure to act within ten (10) working days will allow the affected employee to advance review to the next level.

- b. The President's Council member must respond to the Position Questionnaire within fifteen (15) working days of receipt by not approving the statement of duties, in which case the responsibilities of the position shall revert to the status quo duties before the change, or communicating approval, after discussion with the President, to the Human Resources Department.

Failure to act within fifteen (15) working days will allow the affected employee to advance review to the next level.

- c. The Human Resources Department will arrange a meeting of the Job Evaluation Committee within fifteen (15) working days of receipt of the Position Questionnaire.
- d. The above time limits may be extended by mutual agreement between the employee affected and the reviewing administrator.
- e. The Job Evaluation Committee will meet to review, evaluate, and establish the proper classification and title. The Committee's decision will be implemented by the University and any rate change as a result will be retroactive to the date the Committee recommended the change.

The Review Committee may also decide that as a condition of processing, the request be revised to properly document that such a change exists.

12.7.2.2 Six (6) months must elapse before a position can be submitted for reevaluation unless Management and the Union agree to waive the time limitation.

12.7.2.3 The Employer may initiate a reclassification request (at the first President's Council member step described above) in the event of the addition of new job duties not inherent or otherwise a part of an employee's current realm of responsibility.

12.7.3 The Job Evaluation Committee shall be comprised of three (3) representatives from the Union, appointed by the Union, and three (3) representatives of the Employer. The information required for the job evaluation will be secured by the Job Evaluation Committee and distributed to all Committee members prior to the scheduled meeting. All jobs will be evaluated according to the system as set up by the Joint Management and Union Study Committee dated April, 1978.

- 12.7.4 Any employee who believes that the proper method and procedure was not followed by the Job Evaluation Committee in application of the system may submit a grievance through the Union, at which time it becomes a Union grievance, at the third step of the grievance procedure, Article III.
- 12.7.5 Newly Created Positions. In the event a new position is established, the University will determine which employee group it will be assigned to.
- 12.7.5.1 The University will provide the Union with a written description of the new position, along with the employee group determination. Upon receipt of the University's description and employee group determination, the Union may within ten (10) working days, request a Special Conference to discuss the placement of the new position.
- 12.7.6 All new bargaining unit positions will be reviewed by the Job Evaluation Committee who will determine the appropriate pay grade assignment and title.
- 12.7.7 Any grievance filed for an alleged violation to established time limits shall be filed at Step Three of the Grievance Procedure.

**ARTICLE XIII**  
**GRANT EMPLOYEES**

- 13.1 If a position is funded by state, federal, or private grant, the wages and other terms and conditions of employment are necessarily affected by the terms of the grant. A grant employee becomes a regular employee after the expiration of the grant employee's probationary period except as specified below. The position, when grant-funded, shall be noted on the job posting. Grant employees will acquire seniority for the purpose of promotions/transfers as described under Section 12.2, Basis for Promotions, and layoff and recall as described under Article VIII.
- 13.2 Grant employees are entitled to fringe benefits as provided in Article XI while employed at the University.
- 13.3 Termination of any grant position due to the expiration or reduction of the grant funding shall not be grievable.

## **ARTICLE XIV UNION SECURITY**

- 14.1 Union Security. During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee shall choose, as a condition of employment, one of the following two (2) options:
- a. If an employee is a member of the union or decides to become a member of the union, the employee shall tender to the union periodic and uniformly required union dues;
  - b. If an employee does not wish to become a member of the union, the employee shall tender to the union a service charge in an amount not greater than periodic and uniformly required union dues.
- 14.1.2 The amounts described in Section 14.1 shall begin with the month following:
- a. thirty (30) calendar days after the execution date of this Agreement; or
  - b. thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and shall be tendered biweekly thereafter.
- 14.1.3 No employee shall be terminated under Section 14.1 of this Article unless:
- a. The Union first has notified the employee by letter, explaining that the employee is delinquent in not tendering either periodic and uniformly required union dues or the service charge in an amount not greater than the periodic and uniformly required union dues, and/or initiation fees or processing fees, and specifying the current amount of such delinquency, and warning the employee that unless such dues or service charge and/or initiation fees or processing fees are tendered within thirty (30) calendar days, the employee will be reported to the University for termination as provided in this Article; and
  - b. The Union has furnished the University with written proof that the procedure of subsection (a) of Section 14.3 of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:  
  
“The Union certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required union dues or service charges and/or initiation fees or processing fees required as a condition of continued employment under the collective bargaining agreement and that under the terms of the Agreement, the University shall terminate the employee.”
- 14.1.4 The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

- 14.1.5 The University will advise new employees of their obligations under this Article, in writing, and will provide them with an authorization for deduction of initiation fee or processing fee and union dues or service charges form and the address of the local Union's headquarters.
- 14.2 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University agrees to deduct initiation or processing fees and periodic Union membership dues or service fees levied in accordance with the Constitution of the International Union, from each pay period of each month for each employee who voluntarily executes and delivers to the University an Authorization Form, the content of which form shall be specified in a Letter of Understanding between the parties.
- 14.2.1 The initial deduction for any employee shall not begin unless both:
- a. A properly executed "Voluntary Authorization for Deduction of Initiation Fees or Processing Fees and Union Dues or Service Fees" and
  - b. The amount of the initiation fees or processing fees and monthly membership dues or service fees certified by the Union's Financial Officer has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the initiation fees or processing fees and monthly membership dues or service fees also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month before the change will become effective.
- 14.2.2 An employee may revoke the employee's "Voluntary Authorization for Deduction of Union Dues or Service Fees" only as provided by the terms of the employee's voluntary authorization.
- 14.2.3 All sums deducted by the University shall be remitted to the Union's Financial Officer at an address given to the University by the Union each biweekly pay period in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
- 14.2.4 The Union agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Union's dues or service fees.
- 14.2.5 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

## ARTICLE XV WAGES

### 15.0 Wages

- 15.1 First year - 1999-2000. Effective July 1, 1999, all employees on roll and working at the time of ratification will receive a thirty-five cent (\$.35) per hour salary increase over the adjusted salary base if the increase will not place them above the maximum of the 1999-2000 Salary Schedule. If the increase places an employee above the maximum, then the employee shall receive the portion of the increase which will bring the employee to the maximum and the remainder of the increase as a bonus payable on a biweekly basis over the course of the fiscal year. Employees at the maximum before any increase will receive the entire salary increase as a bonus payable on a biweekly basis over the course of the fiscal year.
- 15.2 Second year - 2000-2001. Effective July 1, 2000, all employees on roll and working will receive a two and six tenths percent (2.6%) salary increase over the 1999-2000 salary base if the increase will not place them above the maximum of the salary schedule which has been raised one and five tenths percent (1.5%) above the 1999-2000 salary schedule. If the two and six tenths percent (2.6%) increase places an employee above the maximum, then the employee shall receive the portion of the two and six tenths percent (2.6%) which will bring the employee to the maximum and the remainder of the two and six tenths percent (2.6%) as a bonus payable on a biweekly basis over the course of the fiscal year. Employees at the maximum before any increase will receive the entire two and six tenths percent (2.6%) as a bonus payable on a biweekly basis over the course of the fiscal year.
- 15.3 Third year - 2001-2002. Effective July 1, 2001, all employees on roll and working will receive a two and five tenths percent (2.5%) salary increase over the 2000-2001 salary base if the increase will not place them above the maximum of the salary schedule which has been raised one and five tenths percent (1.5%) above the 2000-2001 salary schedule. If the two and five tenths percent (2.5%) increase places an employee above the maximum, then the employee shall receive the portion of the two and five tenths percent (2.5%) which will bring the employee to the maximum and the remainder of the two and five tenths percent (2.5%) as a bonus payable on a biweekly basis over the course of the fiscal year. Employees at the maximum before any increase will receive the entire two and five tenths percent (2.5%) as a bonus payable on a biweekly basis over the course of the fiscal year.
- 15.4 Salaries of grant employees will be governed by the terms of the grant. Grant employees will be treated in the same manner as regular employees if their grant funding permits. However, in no case, will a grant employee receive a higher increase than a regular bargaining unit member received.
- 15.5 "On roll" is defined as working, on paid sick leave or on annual leave, but does not include being paid annual leave after resignation.

## **ARTICLE XVI TERMINATION OR MODIFICATION**

- 16.0 Termination or Modification
- 16.1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2002.
- 16.1.1 If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the contract anniversary date.
- 16.1.2 If either party desires to negotiate modifications of this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of such intent, in which event the notice shall set forth the nature of the modification or modifications desired. In the event that the Employer and the Union undertake such negotiations to modify this Agreement, it shall expire on June 30, 2002, unless it is extended for a specified period by mutual written agreement of the Employer and the Union.
- 16.1.3 Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Secretary, Local 1950, UAW, and if the Employer, addressed to Human Resources Director, Northern Michigan University, or to any such address as the Union or the Employer may make available to each other.
- 16.2 Effective Date. This Agreement shall be in effect upon ratification by the Union and approval by the Board, and shall continue in effect until 11:59 pm, June 30, 2002.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: \_\_\_\_\_

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (TECHNICAL, OFFICE AND PROFESSIONAL AND ITS LOCAL 1950) ON BEHALF OF THE NORTHERN MICHIGAN UNIVERSITY BOARD OF CONTROL

\_\_\_\_\_  
Yvonne Niemi  
President  
Local 1950 - UAW

\_\_\_\_\_  
Michael J. Roy  
Vice President for Finance  
and Administration

\_\_\_\_\_  
Gary A. Quick  
UAW International Representative  
Region 1D - UAW

\_\_\_\_\_  
Arthur D. Pickering, Jr.  
Director of Human Resources

\_\_\_\_\_  
Grace Albert  
Bargaining Committee Member

\_\_\_\_\_  
Kurt N. Sherwood  
University Counsel

\_\_\_\_\_  
Arthur Anderson  
Bargaining Committee Member

\_\_\_\_\_  
Jeffery Roo  
Bargaining Committee Member

\_\_\_\_\_  
Patricia Woods  
Bargaining Committee Member

Ratified by UAW - Local 1950  
June 4, 1999

\_\_\_\_\_  
George Andros  
Director - UAW Region 1D

Approved by the Board of Control  
August 13, 1999

## APPENDIX A

### CLERICAL/TECHNICAL CLASSIFICATIONS BY PAY GRADE

**Pay Grade 4F**

Office Assistant I

**Pay Grade 4E**

Office Assistant II

Office Assistant II - Accounting

**Pay Grade 4D**

Office Assistant III

Office Assistant III - Accounting

Equipment Supervisor

**Pay Grade 4C**

Office Assistant IV

Office Assistant IV - Accounting

Audio-Visual Technician

Mail/Bindery Operator

**Pay Grade 4B**

Office Assistant V

Office Assistant V - Accounting

Computer Operator

Mail Coordinator

Studio Technician

**Pay Grade 4A**

Office Assistant VI

Duplicating Coordinator

Energy Management Systems Operator/Technician

Laboratory Stores Manager

Laboratory Technician

Press Operator II

Senior Computer Operator

<u>Pay Grade</u>	<b>1999 - 2000</b>			<b>2000 - 2001</b>			<b>2001 - 2002</b>		
	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>
4F	\$548	\$589	\$1,022	\$556	\$598	\$1,037	\$564	\$606	\$1,053
4E	590	635	1,102	599	644	1,118	608	654	1,135
4D	637	684	1,188	646	695	1,206	656	705	1,224
4C	686	738	1,281	697	749	1,300	707	760	1,320
4B	740	795	1,381	751	807	1,402	762	820	1,423
4A	798	858	1,489	810	871	1,511	822	884	1,534

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NORTHERN MICHIGAN UNIVERSITY  
AND  
LOCAL 1950 - UAW**

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional body corporate (hereinafter referred to as the University), and the International Union, Automobile, Aerospace and Agricultural Implement Workers of America (Technical, Office, and Professional) Local 1950 (hereinafter referred to as the Union), the recognized bargaining agent for Clerical/Technical employees of the University, whereas the parties agree as follows:

There have been concerns that the University's current methodology for setting and assessing skills is flawed because it is too secretive and fails to adequately appraise employees of those skills they must possess in order to qualify for promotion, transfer, etc.

To address the above concerns, the University and the Union will work together to develop and implement a more open and interactive process by adopting the following principles as a guideline:

The University will identify the skills (qualifications, experience, interpersonal, etc.) required for each classification recognizing the unique requirements of some positions within the classification.

Directors/department heads will determine which skills and level of skills are needed for a position.

Training will be provided in areas where an incumbent's skills do not meet the University's needs.

Values will be assessed to each identified skill (percentage of time, proven ability, years of experience, etc.)

Each skill will be assigned a value, possibly similar to the existing system. There may be need for a multiplier.

Values will be determined based upon the University's needs.

HR will audit skills and values as determined by managers/directors.

The point total will determine pay grade level.

The University will develop updated job descriptions for all clerical/technical positions. The Union will be kept apprized of the University's progress in the development of required skills and the University will periodically seek the Union's input and ideas.

The University and the Union will continue to work together in the implementation and maintenance of the newly developed classification system.

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (TECHNICAL, OFFICE  
AND PROFESSIONAL AND ITS LOCAL 1950)

---

Yvonne Niemi, President  
President

---

Gary Quick, UAW International Representative

Dated: \_\_\_\_\_

ON BEHALF OF THE  
NORTHERN MICHIGAN UNIVERSITY  
BOARD OF CONTROL

---

Arthur Pickering, Jr., Director of Human Resources

---

Michael Roy, Vice President  
for Finance & Administration

Dated: \_\_\_\_\_