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ARTICLE 1

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. 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 Minimum Requirements. 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 Head of Human Resources or designee 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 Trustees 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 4D 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.

No provisions of the Local 1950 contract shall be interpreted so as to prevent members of the bargaining unit to serve as contingent faculty and thereby establish eligibility to join the AAUP bargaining unit.

This contract has changed to reflect the original certification. The original classifications have been, and will be, modified as needed to reflect current practice.

1.5.1 The Union has sole collective bargaining jurisdiction over all of the positions covered by this Agreement.

1.5.1.1 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. Administrative employees, supervisory employees, faculty members and student employees may occasionally, on a limited basis, 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. 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.

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 Head of Human Resources or 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.

1.5.1.2 Grant Employees. 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 11.2, and layoff and recall as described under Article 7.

1.5.1.3 Grant employees are entitled to fringe benefits as provided in Article 10 while employed at the University.

1.5.1.4 Termination of any grant position due to the expiration or reduction of the grant funding shall not be grievable.

1.5.2 Student Employment. 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.

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.

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, nor prevent new bargaining unit positions from being created.

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 hours.

1.6 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.

1.6.1 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 workloads or other conditions that may create short term staffing shortages.

1.6.2 In the event that a vacated position is filled by a temporary employee, the Employer will make a concerted effort to provide the chief steward with the name of the person assigned, starting date, department, previous incumbent, job assignment, and which subsection of 1.6.1 (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 Section 11.3. The four (4) month period may be extended by mutual agreement between the Union and the Employer.

1.7 Nondiscrimination, Harassment, Hostile Work Environment.

1.7.1 Non-Discrimination. 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. To that end, the Employer and the Union will not unlawfully discriminate against any bargaining unit member in their wages, hours, or other terms and conditions of employment including training, upgrading, transfer, layoff, discipline, or discharge because of height, weight, religion or creed, race, color, age, sex or gender, sexual orientation, gender identity, gender expression, genetic information, national origin, immigration status (unless restricted by State or federal laws and regulations), ancestry, ethnicity, marital status, familial status, pregnancy, military or veteran status, handicap/disability or any other characteristic protected by federal or state law. The Employer and the Union also affirm their commitment against unlawful workplace harassment. When the Employer becomes aware of such harassment, the Employer will comply with applicable legal obligations to investigate and take corrective action as deemed appropriate.

No individual will knowingly discriminate against any member of the bargaining unit because of the member's membership or non-membership 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.

1.7.2 Harassment. The Employer and the Union also affirm their commitment against unlawful workplace harassment. When the Employer becomes aware of such harassment, the Employer will comply with applicable legal obligations to investigate and take corrective action as deemed appropriate.

1.7.3 Hostile Work Environment. Employees who believe they are being subjected to abusive behavior by their supervisor or a hostile work environment may schedule a meeting with the Head of Human Resources or designee for discussion of the perceived abuse. A union representative may accompany the employee to this meeting.

1.8 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.

1.9 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.

1.9.1 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.

1.9.2 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.

1.9.3 The Employer shall post an electronic searchable copy of this Agreement on the Human Resources web site within sixty (60) calendar days after its ratification by both parties.

1.10 Personnel Files. The official personnel file is an electronic 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.

Employees shall have the right to inspect the contents of their official personnel file electronically via MyNMU.

Any written documentation regarding an employee, generated outside the University's employment system, will result in a dated copy being sent to the employee and notification 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.

1.11 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.

1.11.1 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 Head of Human Resources or 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 first notify their supervisor or the appropriate department.

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 1.11, then the Union may file its grievance at the third step of the grievance procedure.

1.11.2 Employees who have concerns regarding their office environment should reference the University Office Environment policy on NMU's policy and resource database at www.nmu.edu/policies.

1.11.3 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 10.8 will apply.

1.11.4 Personal Protective Equipment. 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.

1.12 Use of Facilities and Services. The Union shall be afforded:

a. The right to send through the regular University campus mail service and/or electronic mail services (per the University's Computer Network Acceptable Use policy on NMU's policy and resource database at www.nmu.edu/policies, 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 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 in 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.
- c. 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 and mail services, audio-visual, computer, and food.
- d. Union office space: the University has identified a location in the Services Building, which is intended to be jointly shared among UAW and AFSCME locals.

1.13 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 official sources for authorized announcements are Public Safety and Police Services (227- 2777) and the NMU website. Determination of temporary closure will be made at the earliest practical time. For additional details, the inclement weather procedures can be accessed on NMU's policy and resource database at www.nmu.edu/policies.

As stated in the procedure referenced above, if the University offices are open and the employee is unable to report, the employee shall use annual leave, personal leave, or lost time.

1.14 Continuation of Practices.

1.14.1 The University will continue to provide all currently available payroll deductions and direct deposits.

1.14.2 The University will continue to allow employees to utilize the Library in accordance with such regulations as the University may establish.

1.14.3 The University will continue to pay employees on a biweekly schedule for the duration of this Agreement.

1.15 Parking Facilities. The Employer shall provide parking facilities to members of the bargaining unit in accordance with the uniform regulations established by the Employer.

1.16 University-Wide Affairs. Study groups or programs which potentially affect the members of this bargaining unit will seek active and equal involvement from bargaining unit representatives during development of any program prior to implementation.

1.17 Rest/Wellness Breaks. The purposes of wellness breaks are for relief from performing work duties and to refresh both physically and mentally. They shall be taken at a time and a place where employees can enjoy healthy avenues to rejuvenate. Stretching, walking or other wellness initiatives are encouraged. Sufficient rest areas will be provided for all bargaining unit employees.

1.18 Subcontracting. 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.

ARTICLE 2

REPRESENTATION

2.1 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 2.5.3. Each steward and alternate steward shall be a non-probationary employee working in the Steward District. The alternate steward shall only function as a steward when the steward is unavailable.

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 concerns 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 member concerns and Union issues, that the release is not detrimental to the department 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 concerns and/or grievances as provided herein. Any alleged abuse by either party will be a subject for a Special Conference. The President of the Union and the grievance chairperson shall be given released time with pay for participation in the meetings between the Employer and the Union as specified in the grievance procedure.

2.2 Bargaining Committee. There will be a bargaining committee of five (5) members who shall be non-probationary employees. The committee shall be elected in a manner determined by the Union. The Employer shall also recognize alternate members of the committee as fully participating members.

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 14.1.2 have begun. However, no overtime will be paid for attendance at negotiations unless otherwise agreed to by the Employer.

2.3 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.

2.4 Union Affairs. Members designated by 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 Head of Human Resources or designee 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 members. In the event of a request exceeding the combined total of twenty (20) days or more than four (4) employees at any one time, the HR office will make efforts to accommodate the exception. 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 Head of Human Resources or designee and further provided that such absence will cause no undue hardship on the operation of the department or the University.

2.5 Representation Districts

2.5.1 The number of representation districts in the unit shall be agreed upon by the Employer and the Union. 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. There may be one (1) steward and one (1) alternate steward for each steward district set forth in section 2.5.3.

2.5.2 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.

2.5.3 Current representation districts are:

<u>District No.</u>	<u>Location</u>
1	Cohodas Hall Don H. Bottum University Center Art & Design Gries Hall
2	Services Building Jacobetti Complex PEIF - Superior Dome – Berry Events Center
3	West Science Learning Resources Center New Science Facility Whitman Hall Jamrich Hall
4	McClintock Building Thomas Fine Arts CB Hedgcock Building

2.6 International Representation. 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 3

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 4

GRIEVANCE PROCEDURE

4.1 Grievance Definition. 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 4.6.2), 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.

4.2 Time limits. In computing any time limit herein specified, only University operating working days will be included. 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.

4.3 Informal Resolution. 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 (i.e., special conference, referenced in section 1.3.2) 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.

4.4 Grievance Procedure. 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.

4.4.1 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.

4.4.2 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.

4.4.3 Step Three: Head 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 Head of Human Resources or designee. The Head of Human Resources or designee 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 Head of Human Resources or designee 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.

4.5 Arbitration Procedure. 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 and the Head of Human Resources or designee, 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.

4.5.1 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 Head of Human Resources or designee for approval and notification to the affected departments. If the Union discovers any additional persons after the seven (7) working day period, it shall notify the Employer as soon as it becomes aware of the necessity of their presence at the hearing.

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

4.5.6 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 parties request that the arbitrator will confirm the award in a brief written memorandum within seven (7) working days.

4.6 Notes And Information.

4.6.1 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.

4.6.2 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 4.4) and submit it at Step Three of the grievance procedure.

4.6.3 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.

4.6.4 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.

ARTICLE 5 WORK SCHEDULE

5.1 Workweek. The normal workweek consists of 40 hours in a one-week period with at least two consecutive days off for full-time employees. Offices must remain open during University hours, which are normally from 8:00 a.m. until 5:00 p.m. A flexible schedule of hours and staggered shifts may be maintained in some departments by mutual agreement of supervisor and employee(s).

5.2 Less Than Twelve (12) Month Work Assignment. For those employees whose work assignment is less than twelve (12) months during the fiscal year, information will be provided through the leave balances report via MyNMU on an annual basis, advising employees of the number of days off contract during the fiscal year.

5.3 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.

5.4 Shift Differential. Employees who work on the second or third shift shall receive, as compensation in addition to their regular pay, the following:

Second Shift	Third Shift
\$.55/hr.	\$.60/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.

5.5 Wellness Breaks. Wellness breaks shall be taken in a manner that does not interfere with the efficiency of the work unit. Employees may take a paid wellness break of not more than fifteen (15) minutes up to twice a day and not to be used to cover an employee's late arrival to work, early departure, or to extend an unpaid lunch break. However, special considerations will be given by the supervisor to accommodate the late arrival or an extended lunch due to attending a fitness class/session. Denial of such requests must be provided in writing to the employee and copied to the Head of Human Resources or designee.

5.6 Travel. Employees who are required to travel for job related purposes shall be compensated in accordance with state and federal laws.

5.7 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.

5.8 Overtime. Overtime will be voluntary provided sufficient other qualified employees capable of doing the work are available in the department. All overtime shall be divided as equally as possible within the same 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.

5.8.1 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. Individuals who are on a mutually agreed-upon flexible schedule (e.g., four (4) ten (10)-hour workdays), which require more than eight (8) hours per day, will be eligible for overtime pay only after forty (40) hours per week.

5.8.2 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.

5.8.3 Time and one half will be paid for all time worked on a designated holiday or seasonal bonus day. 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.

5.8.4 For the purpose of computing overtime pay for over forty (40) hours in the employee's workweek, a holiday, vacation day, sick day, seasonal bonus day, inclement weather day for which the employee receives pay will be counted as a day worked.

5.8.5 In no case shall premium pay be paid twice for the same hours worked.

5.8.6 All employees covered by this Agreement will have an unpaid lunch period of sixty (60) or thirty (30) minutes.

5.8.7 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.

5.8.8 Compensatory Time. Any hours over forty (40) hours per week will be paid at the overtime rate. Alternatively, 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. Every effort should be made to take compensatory time within thirty (30) days of the hours worked, provided that it does not unduly disrupt the operations of the Employer.

ARTICLE 6

DISCIPLINE

6.1 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.

6.2 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 (Refer to Section 7.1 for the definition of "Ability to perform the work")
- 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

6.3 Corrective Discussion. Disciplinary action will not be taken, except in cases requiring immediate suspension or discharge or in cases involving the violation of federal and/or state law, unless the supervisor has previously held a corrective discussion with the employee for the purpose of identifying perceived work-related problems or behavior. The supervisor will prepare a written record of the corrective discussion and the expected outcomes, to which the employee will be given an opportunity to prepare a brief written response. The employee will receive a copy of the written record, as per Article 1.10. The employee has the option of requesting steward presence at this corrective event.

6.3.1 Neither the Union nor the affected employee has recourse through the grievance procedure with respect to the corrective discussion. 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.

6.4 Investigation. 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. The employee has the option of requesting steward presence at this corrective event. It is understood and agreed that Union members will cooperate with any disciplinary investigation.

6.4.1 Union Notice. 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.

Progressive steps in disciplinary actions:

1. Verbal warning with record of the discussion placed in personnel file, with copy to employee
2. Written warning placed in personnel file

3. Time off without pay (may be repeated once; varies from 3-15 days) or a final written warning, noted in personnel file
4. Termination

6.5 Time to Confer. 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.

6.6 Grieving Discipline. 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 Three of the grievance procedure. If a Notice of Intent to Arbitrate is not submitted by the Union in accordance with Section 4.5 within ten (10) working days following receipt of a decision by the Employer, the matter will be considered closed.

6.7 Prior Incidents. In taking disciplinary action, the Employer shall not take into account any prior incidents which occurred more than two (2) years previously, except in such cases where recurring patterns of behavior are exhibited (indicating multiple corrections for the same issue). The Employer can also take into account the nature and severity of any prior incidents related to discrimination, harassment, and/or workplace violence.

ARTICLE 7

LAYOFF AND RECALL

7.1 Definitions. For the purpose of this Article:

"Ability to perform the work" means present knowledge, skills, and abilities, (KSAs) ascertained by the University based on documentation or an appropriate KSA verification, 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.

7.2 Displacement. 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.

7.3 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.

7.4 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 Head of Human Resources or designee and the President of the Union and one (1) other representative of the Union. The employee or employees who will potentially be affected by a layoff and the Union shall be notified in writing by the Head of Human Resources or designee or other designated administrative agent at least thirty (30) working days in advance of the layoff. The written notice to the employee(s) 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.

7.5 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 will fill any vacancy, unit-wide including a vacancy of a higher or lower classification/pay grade (treated as an involuntary transfer and not subject to a six (6) month waiting period before being eligible to post/transfer), subject to their current ability to satisfactorily perform the work available, and subject to their possession of the minimum qualifications for the job. If no vacancy exists the employee may opt to exercise their seniority and the steps will be utilized in the following order:

- a. Replace an employee in the same classification, starting with the least senior.
- b. Replace an employee in the same pay grade, starting with the least senior.
- c. Replace an employee in the next lower pay grade, starting with the least senior.
- d. Replace an employee in consecutively lower pay grades, starting with the least senior.
- e. This process will be continued until the employee is either placed, or is laid off.

7.5.1 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 unless mutually agreed upon between the Employer and the Union.

7.5.2 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.

7.5.3 In applying Section 7.5, 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 7.5 above. If the above is not feasible, the part-time employee will displace the full-time employee.

7.5.4 The Union may request an employee not be required to bump into a different shift. The Employer shall consider the request and reserves the right to deny or approve the request.

7.6 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 unit-wide, including a vacancy of a higher or lower classification/pay grade (treated as an involuntary transfer and not subject to a six (6) month waiting period before being eligible to post/transfer). Recall rights are limited to the period specified in Section 8.5 (c).

7.6.1 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.

7.7 Temporary Layoffs. In the event non-probationary 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) working days per contract year or two (2) working days per pay period, and the Union will be notified before such layoffs are implemented.

7.8 Where "minimum qualifications" are required in this Article, this requirement may be waived by the University if the individual has demonstrated the ability to perform the available work.

ARTICLE 8 SENIORITY

8.1 Eligibility. Employees in the bargaining unit who have completed their probationary period shall be entitled to seniority rights under this Agreement.

8.2 Seniority Date. An employee hired into a regular full-time or regular part-time position, shall have seniority from the date the employee reported to work. An employee on layoff, except as limited in Section 8.5 below, shall retain and continue to accumulate seniority.

8.3 Probation. 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 notification to the Union.

8.3.1 There shall be no seniority among probationary employees.

8.3.2 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 non-grievable.

8.4 Transfers. An employee who transfers to a position outside the bargaining unit within the University, and who returns to the bargaining unit within two (2) years, shall retain the employee's seniority held at the time of the transfer. The two (2) year period may be extended by mutual agreement between the Union and the Employer.

8.5 Cessation. 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 8.4 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, section 7.6.
- 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.

8.6 Master List. The Union President shall be furnished 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, hourly salary, position number, and employee's mailing address. Revised master lists shall be furnished to the Union by the Employer quarterly or as requested

by the Union President. 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.

8.7 Accrual. 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.

8.8 Seniority Tie-Breaker. 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.

8.9 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 9

LEAVES OF ABSENCE

9.1 Leaves of Absence With Pay

9.1.1 Jury Duty Leave. Employees shall be granted jury leave with pay for the period they are required to serve. Such leave shall be coordinated with the supervisor. 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. The employee may, at the employee's option, charge jury duty time to annual leave or compensatory time and retain all court fees.

9.1.2 Funeral Leave. If a death occurs among members of an employee's immediate family, the employee will be excused from work, with pay, for three (3) 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) days will be permitted. Because of extenuating circumstances, the Head of Human Resources or designee may grant the bereaved employee additional time charged to the employee's accumulated annual leave or may extend the period of this funeral leave.

9.1.2.1 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).

9.1.2.2 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.

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

9.1.2.4 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.

9.1.3 Military Leave of Absence. The Employer will abide by federal and state laws regarding eligible employees who serve in uniformed services and take leaves of absence for such services.

9.1.3.1 The Employer will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less, for a period not to exceed fifteen (15) work days in any one calendar year. In order to receive this difference, the employee shall furnish the Employer with written evidence of the amount of base service pay the employee was eligible to receive.

9.1.3.2 Although an employee cannot be required to use annual leave to complete a period of training or service, an employee may, at his or her sole option, choose to use accrued annual leave during a period of training or service.

9.1.4 Mandatory Sick Leave. If the fitness of an employee to continue in the employee's responsibilities becomes questionable for reasons of physical or mental health, the Head of Human Resources or designee shall discuss the matter with the employee in personal conference. The employee may request Union representation at this meeting. In cases of potential workplace violence concerns as determined by Public Safety and Human Resources, the personal conference will be replaced by a conference between Human Resources, Public Safety, and a Union representative. If a determination for leave is made, Human Resources shall notify the employee by mail. 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 or her 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, 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 of the proposed action.

9.2 Leaves of Absence Without Pay

9.2.1 General Conditions. Except as otherwise specified in a particular leave of absence provision, the following general conditions shall apply to all leaves of absence without pay:

- a. Seniority in effect or time worked toward seniority at the outset of leave shall be retained, but shall not continue to accumulate during the period of the leave.
- b. Fringe benefits ordinarily provided to the employee shall not be provided during the period of the leave; provided, however, that the employee may contact the Human Resources Department to make arrangements for the continuation of group life insurance, group health insurance, dental insurance, and vision insurance at the employee's own expense.
- c. During the time an employee is on a leave of absence, the employee's position may be filled through temporary employment. By mutual agreement of the University and the Union, the status of temporary may be maintained beyond the normal four (4) month period. At the time the employee on leave of absence returns, the employee shall resume the former position if it is funded or the employee shall exercise bumping rights.
- d. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine an employee to verify disability or before returning to active employment. In the event the employee challenges the diagnosis of the physician chosen by the University, the employee and the Employer will agree to employ a third physician to examine the employee. The diagnosis of the third physician shall be binding on all parties and the costs of such services shall be shared equally by the employee and the Employer.
- e. Leaves of absence must be approved by the administrative head or Human Resources, as appropriate.
- f. Application for extension of leaves of absence must be made prior to the expiration of the leave.
- g. The employee will not receive pay for the holidays falling within the leave of absence.
- h. The employee will not accrue annual leave while on a leave of absence.
- i. An employee who does not return from a leave of absence upon the expiration of the leave shall have his or her employment terminated.
- j. For leaves longer than thirty (30) days: employees must notify the Head of Human Resources or designee in writing at least thirty (30) calendar days prior to the expiration of the leave of absence of the employee's intent to return to work, unless impractical in which case the employee must provide as much written notice as circumstances permit. Any employee who fails to provide proper notification shall be deemed to have voluntarily resigned and employment will thereby be terminated; provided, however, the Head of Human Resources or designee may consider extenuating circumstances beyond the employee's control in considering the employee's termination due to timeliness of the notice.

9.2.2 Illness or Disability Leave. Employees who are not eligible for or who 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 pay, personal leave hours, short term disability benefits and annual leave under Article 10, if applicable, shall be granted a leave of absence without pay upon request in writing and upon the Human Resources Department receiving satisfactory written evidence of disability.
- b. The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months, at which time if the employee does not return to work, employment will be terminated.
- c. The Employer will provide appropriate hospitalization, dental, and vision insurance as provided in Article 10, if applicable, and group life insurance equal to one (1) times the regular annual salary for eligible employees on an approved leave of absence due to sickness or disability (including those receiving Workers' Compensation benefits). However, employees are responsible for paying the necessary premiums, if any, for such plans including supplemental and dependent life insurance.

9.2.2.1 Employees who have been employed full-time on a continuous basis for one (1) year or longer will apply for benefits under the Long Term Disability Program as specified under Article 10. Employees who receive benefits under the Long Term Disability Program will be considered to be on a disability leave and are subject to the conditions of Article 10.

9.2.2.2 Please refer to Section 9.2.1 for General Conditions regarding leaves of absence without pay.

9.2.3 Personal Leave. 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, 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.

9.2.4 Family and Medical Leave Act (FMLA). 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. Additional information regarding updates to the law and guidance to employees and employers can be accessed at: <http://www.dol.gov/esa/whd/fmla/>. 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.

9.2.4.1 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.

9.2.4.2 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.
- e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

9.2.4.3 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 hours, family care leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid. 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.

9.2.4.4 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. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

9.2.4.5 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.

9.2.4.6 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.

9.2.4.7 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 9.2.3.2 (c), (d), or (e) 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.

9.2.4.8 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.

9.2.4.9 Spouses, or designated individuals, 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.

9.2.4.10 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 Head of Human Resources or designee 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.

9.2.4.11 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 Head of Human Resources or designee 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.

9.2.4.12 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 is 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.

9.2.4.13 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.

9.2.4.14 Leaves taken under Sections 9.2.4.2 (a) or 9.2.4.2 (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 9.2.4.2 (c), (d), or (e) 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.

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

9.2.4.16 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 9.2.4.2 (c) or 9.2.4.2 (d) above, the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

9.2.5 Educational Leave. 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 Head of Human Resources or designee. 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.

9.2.6 Union Leave. 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 Head of Human Resources or designee 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 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.

9.2.6.1 At least three (3) months prior to when the employee is to return from the employee's Union leave, the Union shall notify the Head of Human Resources or designee 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.

9.2.7 Political Activity Leave. 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.

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

9.3 Return to Active Employment. 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 to Human Resources prior to reporting to duty.

9.3.1 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.

9.3.2 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.

9.3.3 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 10

FRINGE BENEFITS

10.1 Holidays and Seasonal Bonus Days

10.1.1 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

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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.

10.1.5.1 Those employees hired after December 31 of the then current fiscal year are not eligible for "floating" seasonal bonus days until the subsequent fiscal year.

10.1.6 If an employee is required to work on a non-floating designated seasonal bonus day, the employee will be paid at time and a half the straight time rate or will be granted equivalent time off as near as practical to the seasonal bonus day.

10.1.7 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.

10.1.8 Part-time employees as defined in Article 1 will be entitled to holiday pay and seasonal bonus day pay proportionate to the time actually worked. Temporary employees as defined in Article 1 and employees who regularly work less than twenty (20) hours per week will not qualify for any of these benefits.

10.1.9 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.

10.1.10 No holidays or seasonal bonus days will be “cashed out.”

10.1.11 “Floating” seasonal bonus days may be utilized in increments of one (1) hour.

10.2 Annual Leave

10.2.1 Full-time, twelve (12)-month employees will accrue annual leave according to the following schedule:

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

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

10.2.3 Those employees who are assigned to work at least twenty (20) hours per week but less than forty (40) hours per week as defined in Article 1 will be entitled to annual leave proportionate to the time actually worked. Temporary employees as defined in Article 1 and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

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

10.2.5 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 Head of Human Resources or designee to take annual leave during the first three (3) months of employment.

10.2.6 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 bargaining unit seniority will be given priority consideration for the employee's original request of vacation dates. Minimum period of leave is one-half (1/2) hour.

10.2.7 Departments or divisions which experience “slack” or “down” periods may request that vacation time be used during these periods. The minimum increment to be so used is one (1) day.

10.2.8 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.

10.2.9 Technical Office Professional positions financed by grants will be governed by the grant provisions set forth under Article 1.5.1.2. Every effort will be made by the University to negotiate grant provisions consistent with University policy.

10.2.10 In the event of an employee's 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.

10.3 Personal Leave Days. Employees shall be granted up to twenty-four (24) hours 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.

10.3.1 New employees hired between July 1 and December 31 will be granted up to twenty-four (24) hours of personal leave on their date of hire. New employees hired between January 1 and April 30 will be granted up to twelve (12) hours of personal leave on their date of hire.

10.3.2 On July 1 of each year, employees who are regularly scheduled to work at least twenty (20) hours per week but less than forty (40) hours per week will be granted a total of personal leave hours proportionate to the time actually worked (e.g., an employee who works thirty (30) hours per week will be granted eighteen (18) hours of personal leave). Employees who regularly work less than twenty (20) hours will not qualify for personal leave hours.

10.4 Hospitalization and Medical Program

10.4.1 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 an application in accordance with the Board's and the administrator's regulations.

10.4.2 The health plan year is January through December.

10.4.3 Effective January 1, 2015, the University will offer the Community Blue PPO with ECM \$2000/\$4000 plan. The Board will elect the 80%/20% requirements of Section 4 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011), hereinafter referred to as the "Act", for the immediate future. Accordingly, the University will pay no more than 80% of the total annual costs of the medical benefit plan selected above. Employees will pay 20% of the total annual costs of the medical benefit plan selected above. For purposes of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan, administrative fees, stop loss reinsurance, fees and taxes mandated by state and federal law, and all employer payments for reimbursement of co-pays, deductibles, payments into health savings accounts, flexible spending accounts or similar accounts used for health care, but does not include the costs of dental and vision and does not include beneficiary-paid co-payments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. The employee's share of premium or illustrated

rates will be paid via payroll deduction. The election by the University under Section 4 and 8 of PA 152 may be made annually. If, during the life of this Agreement, the University fails to elect 80%/20%, by default the University will instead use the “hard caps”; the parties will promptly negotiate this decision’s impact on the bargaining unit.

10.4.4 The Union authorizes the University to withhold the bargaining unit member’s health insurance premium/illustrated rate contributions through 26-pay pre-tax payroll deduction based on a single, two-person, family plan. Deductions will be made on a bi-weekly schedule through the NMU premium conversion plan, which means that contributions will be withheld in such a way that they are not subject to state, federal, social security, or Medicare withholding. The dollar amounts of withholding may be increased or decreased without further specific authorization, provided that employees receive 30 days advance notice of the amount of any increase in withholding.

If it is determined that an employee has paid more than the actual amount owed due to an error, the bargaining unit member will be issued a refund. The refund will be processed during the earliest possible payroll cycle and the Union President will be notified.

10.4.5 The Employer may withhold \$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.

10.4.6 In the event that the Employer exercises its right to change insurance carriers, including third party administrators, any substantial changes in coverage would be subject to the provisions of the collective bargaining process. The Union and representatives of the Board will hold a Special Conference to discuss any proposed future changes to health care prior to any implementation action.

10.5 Dental

10.5.1 The Employer will contribute the full cost per bargaining unit member of a two person plan illustrative premium for bargaining unit members regularly scheduled to work at least thirty (30) hours per week (1,560 hours per year) for a defined dental plan for all participating bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the dental 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

10.5.2 The Union authorizes the University to withhold the bargaining unit member’s dental insurance premium/illustrated rate contributions through 26-pay pre-tax payroll deduction based on a family plan. Deductions will be made on a bi-weekly schedule through the NMU premium conversion plan, which means that contributions will be withheld in such a way that they are not subject to state, federal, social security, or Medicare withholding. The dollar amounts of withholding may be increased or decreased without further specific authorization, provided that employees receive 30 days advance notice of the amount of any increase in withholding.

10.5.3 The Plan must maintain the level of participation of the employees on roll as determined by the carrier.

10.6 Vision

10.6.1 The Employer will contribute the full cost per bargaining unit member of a family plan illustrative premium for bargaining unit members for a defined vision plan for all participating bargaining unit members. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week are eligible for the vision 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.

10.6.2 The Plan must maintain the level of participation of the employees on roll as determined by the carrier.

10.7 Sick Leave

10.7.1 Full-time employees shall be eligible for up to two hundred forty (240) hours of sick leave with pay per fiscal year. Employees may use sick leave after they have completed two (2) biweekly pay periods.

10.7.1.1 In their initial year of employment, or upon return to work from layoff or an unpaid leave of absence, employees hired or returned to active employment from layoff or unpaid leave between July 1 and September 30 shall be eligible for up to two hundred and forty (240) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between October 1 and December 31 shall be eligible for up to one hundred sixty (160) hours of sick leave; employees hired or returned to active employment from layoff or unpaid leave between January 1 and March 31 shall be eligible for up to one hundred twenty (120) hours of sick leave; and employees hired or returned to active employment from layoff or unpaid leave between April 1 and May 31 shall be eligible for up to sixty-four (64) hours of sick leave in the fiscal year. Employees hired or returned to active employment from layoff or unpaid leave after May 31 shall be eligible for sick leave in the subsequent fiscal year.

10.7.2 Those employees who work at least twenty (20) hours per week but less than forty (40) hours per week as defined in Article 1 will be entitled to sick leave proportionate to the time actually worked. Temporary employees as defined in Article 1 and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

10.7.3 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 non-duty hours.

10.7.4 If an employee is in a period of continuing sick leave utilization at the change of fiscal years, the employee, upon their return to active employment, will be required to re-qualify for sick leave by working a period of twenty (20) consecutive work days.

10.7.5 Employees who are not eligible for short term disability and who have exhausted their sick leave and are still unable to return to work shall exhaust any unused annual leave and unused personal leave hours.

10.7.5.1 Employees who have exhausted their sick leave, their unused personal leave hours 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 9.2.2.

10.7.6 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday but will not be charged a day of sick leave.

10.7.7 Notification. 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.

10.7.7.1 Absences of four (4) or more consecutive work days require that the employee submit a satisfactory physician's statement on the authorized form to the Head of Human Resources or designee. Failure to provide a satisfactory physician's statement in a timely manner will result in lost time.

10.7.7.2 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 medical condition to the Head of Human Resources or designee who shall be responsible for verifying absence due to illness or disability.

10.7.7.3 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.

10.7.8 All payments for sick leave shall be made at the employee's current rate of pay.

10.7.9 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.)

10.8 Workers' Compensation

10.8.1 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.

10.8.2 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 10.10.

10.9 Short Term Disability

10.9.1 When all sick leave has 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:

10.9.1.1 Upon receipt of satisfactory medical evidence of disability (inability to discharge regular duties), the Head of Human Resources or designee, 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 and personal leave hours to make up the difference between the seventy-five percent (75%) short term disability payment and full salary.

10.9.1.1.1 If a holiday or seasonal bonus day occurs while the employee is receiving short term disability benefits and the employee has an annual or personal leave balance, the employee will be paid seventy-five percent (75%) short term disability and holiday or seasonal bonus pay will be used to make up the difference between the seventy-five percent (75%) short term disability payment and full salary.

10.9.1.1.2 If a holiday or seasonal bonus day occurs while the employee is receiving short term disability benefits and the employee has exhausted all of their annual or personal leave, the employee will be paid seventy-five percent (75%) short term disability and will not receive holiday or seasonal bonus pay for the difference.

10.9.1.2 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.

10.9.1.3 An employee shall continue to accrue annual leave while using sick leave.

10.9.1.4 Once sick leave has been exhausted and the employee is placed on short term disability, the employee shall cease to earn annual leave.

10.9.1.5 An employee who returns to work after having received short term disability will be required to re-qualify 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 Head of Human Resources or designee, 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.

10.9.2 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.

10.9.3 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 leave hours, 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 9.2.2.

10.10 Long Term Disability Insurance

10.10.1 The University will pay the full cost of a Long Term Disability Insurance Program.

10.10.2 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.

10.10.3 The definition of total disability is as specified in the insurance policy. You must be under the regular care of a physician, other than yourself or a member of your family.

10.10.3.1 Physician is defined as a physician legally licensed to practice medicine and/or surgery.

10.10.4 Employees who receive benefits under the Long Term Disability Program will be considered to be on an illness/disability leave as specified in Section 9.2.2 (a) to a maximum of two (2) calendar years at which time employment shall terminate.

10.11 Dependent Care Leave

10.11.1 Each fiscal year, full-time employees shall be eligible for up to eighty (80) hours of paid dependent 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. 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.

10.11.2 The first forty (40) hours will be at one hundred percent (100%) of base wages. The next forty (40) hours will be at seventy-five percent (75%) of base wages. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) dependent care leave and full salary.

10.11.3 Once an employee exhausts dependent care leave, additional time required for the care of a family member must be taken as personal leave hours, annual leave, floating holiday, if available, or unpaid leave. The University reserves the right to review cases on an individual basis and to require documentation.

10.11.4 The first forty (40) hours of dependent care leave will not be counted toward the twelve (12) week mandatory protection offered by the Family Medical Leave Act (FMLA).

10.11.5 New employees hired on or after January 1 of the then current fiscal year may use up to forty (40) hours of dependent care leave during the fiscal year in accordance with Section 10.11.1. The first twenty (20) hours will be at one hundred percent (100%) of base wages. The next twenty (20) hours will be at seventy-five percent (75%) of base wages. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) dependent care leave and full salary.

10.11.6 Those employees who work at least twenty (20) but less than forty (40) hours per week as defined in Article 1 will be entitled to paid dependent care leave proportionate to the time actually worked (e.g., an employee who works thirty [30] hours per week may use up to sixty [60] hours with the first thirty [30] hours at one hundred percent [100%] of base wages and the next thirty [30] hours at seventy-five [75%] of base wages.) Temporary employees as defined in Article 1 and employees who regularly work less than twenty (20) hours per week will not qualify for this benefit.

10.12 Life Insurance

10.12.1 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 one thousand dollars [\$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.

10.12.2 Additional personal coverage equal to five (5) times the employee's annual base salary rate (rounded to the next highest multiple of one thousand dollars [\$1,000]), may be obtained at the employee's cost, including coverage for the employee's spouse and/or dependent children, including foster children. The University agrees to make available to the Union the options for employee-paid dependent life insurance coverage.

10.12.3 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.

10.13 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.

10.14 Retirement

10.14.1 All employees first hired prior to January 1, 1996 are covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS) and, therefore, are subject to the rules, regulations, and retirement provisions of the Michigan Public School Employees Retirement System.

10.14.2 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). Employer contribution to TIAA will be twelve and one-half percent (12.5%) of base salary. Employees regularly scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

For eligible employees first hired January 1, 2013 or later, the University shall contribute seven and one quarter percent (7.25%) of base salary. In addition, the Employer will match up to one and one-half percent (1.5%) for an employee's equal contribution amount. Employees regularly scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

10.14.2.1 Non-Optional Retirement Plan (Non-ORP).

Effective January 26, 2006, the University shall make contributions to the Non-ORP with TIAA for MPSERS retirees who are scheduled to work at least twenty (20) hours per week and who have completed the necessary application forms within ninety (90) days of their employment date. Employees scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the Employer.

For those employees, MPSERS retirees, covered under the Non-ORP, the Employer shall contribute twelve and one-half percent (12.5%) of salary.

For eligible employees first hired January 1, 2013 or later, the University shall contribute seven and one quarter percent (7.25%) of base salary. In addition, the Employer will match up to one and one-half percent (1.5%) for an employee's equal contribution amount.

Those employees, MPSERS retirees, covered under the Non-ORP are not eligible for coverage under the University's hospitalization and medical program.

10.14.3 Retirement Definition. 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.

10.15 Bookstore Discount. Full-time employees, their spouse and dependents (as defined by the IRS), and retirees and their spouses shall receive a 20% discount on books and a 10% discount on all other merchandise available at the Bookstore except special orders, sale books, class and alumni rings, cap and gown rentals and purchases, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

10.16 Tuition Scholarship Program

10.16.1 Tuition scholarships will be awarded to employees, spouses, and dependent children (son, stepson, daughter, stepdaughter, and a legally adopted child), on a space available basis.

10.16.2 Employees, spouses, and dependent children as identified in section 10.16.1 and in accordance with University policy, shall be allowed to take an unlimited number of credit hours per semester.

10.16.3 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.

10.16.4 In the event of death of 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 as identified in section 10.16.1 and in accordance with University policy, when they become eligible for enrollment at NMU, may participate in the Program until they complete their course of study.

10.16.5 In the event of an employee's death, the surviving spouse, as long as he/she does not remarry, and dependent children, as identified in section 10.16.1 and in accordance with University policy, who are participating in the Tuition Scholarship Program as specified in Sections 10.16.1 and 10.16.2 at the time of the employee's death, may continue in the Program until completion.

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

10.16.7 No employee on a leave of absence (except those receiving long term disability benefits) or their spouse or dependent children as identified in section 10.16.1 and in accordance with University policy shall receive such a scholarship unless it is approved by the Head of Human Resources or designee prior to the commencement of such leave.

10.16.8 Northern Michigan University will abide by state and federal laws regarding the taxability of tuition benefits.

10.17 Recreation Membership. 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.

10.18 Flexible Spending Accounts

10.18.1 Dependent Care Spending Account. The Employer agrees to offer an employee paid dependent care spending account to bargaining unit members in accordance with section 125 of the internal revenue code.

10.18.2 Health Care Spending Account. The Employer agrees to offer an employee-paid health care spending account to bargaining unit members in accordance with section 125 of the internal revenue code.

10.19 Premium Conversion. The Employer agrees to offer premium conversion plans for health, dental, and vision expenditures for insurance premiums and deductibles allowable by law. Premium conversion means that payment of these expenditures can be done on a pre-tax basis.

10.20 Parking Fees. The University will allow employees who complete the necessary forms to receive one (1) parking decal at no cost and have the cost of additional parking decal fees deducted from their payroll check on a pre-tax basis.

ARTICLE 11

PROMOTIONS, TRANSFERS, AND OTHER OPPORTUNITIES

11.1 Definitions.

11.1.1 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.

11.1.2 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.

11.1.3 Transfer. 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 is expected to perform the full range of duties which are characteristic of the classification description.

11.1.4 Temporary Transfer. A temporary transfer is defined as the explicit movement of an employee to a position during which time the employee 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.

11.1.5 Temporary Assignment. If an employee, upon written notification from the employee's supervisor with prior approval from the appropriate Vice President or the President, 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 seven and a half percent (7.5%) 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.

11.1.5.1 If an employee is temporarily assigned to the duties of a lower graded classification, there will be no reduction in salary.

11.1.5.2 Any grievance of the provisions of temporary assignment will be processed at Step Three of the grievance procedure.

11.1.6 Additional Assignment. An additional assignment is defined as the temporary addition of new job duties not inherent, implied, or otherwise a part of an employee's current realm of responsibilities assigned to the same position due to sickness, accident, disciplinary layoff, vacation, leaves of absence, or sudden and unexpected fluctuation in a department's activity, which can be accomplished within a regular forty (40)-hour workweek. Compensation for additional assignments will be determined by the Employer based on internal salary comparisons among affected positions, duties performed, and the expected hours of the assignment. A long term assignment (beyond 4 weeks) has a general guideline of 10% above the employee's current salary. No overtime will be paid on an additional assignment.

11.1.7 Special Assignment. A special assignment is defined as the temporary addition of new job duties not inherent, implied, or otherwise a part of an employee's current realm of responsibilities assigned to the same position due to sickness, accident, disciplinary layoff, vacation, leaves of absence, or sudden and unexpected fluctuation in a department's activity, which can only be accomplished outside of the regular forty (40)-hour work week. Compensation for a special assignment will be determined by the Employer, but will not be less than a comparable overtime rate for that employee.

11.1.8 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 the normal orientation period as defined in section 7.1. Competent performance includes acceptable interpersonal skills.

11.2 Basis of Promotions. The University and the Union agree that promotional opportunities for current employees should be encouraged throughout the University. The University commits to encouraging and considering qualified employees for openings University-wide. 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. Applications from outside the bargaining unit will not be reviewed until it is determined that there are no qualified internal applicants.

11.2.1 If two (2) or more employees apply for a position, the employee(s) not selected shall be sent written notification 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 Union's chief steward will be notified regarding the applicant list and the identity of any successful applicant.

11.3 Posting and Bidding Procedure

11.3.1 If a regular job opening is not filled in another manner consistent with the terms of the Agreement, the regular job opening will be internally posted for five (5) working days and a notification shall be sent to each bargaining unit member.

11.3.2 When the regular job opening is posted, the posting will note the classification, the pay grade, the minimum qualifications, the department, the position attributes (e.g., full-time, eleven (11) months), and the closing date for receipt of applications.

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

11.4 General Provisions

11.4.1 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.

11.4.2 An employee who is promoted or transferred will be given a reasonable period of time not to exceed thirty (30) 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 7.1. If competent performance is not demonstrated, or the employee expresses dissatisfaction with the move, the employee will be returned to a vacancy in the same classification, if any. If there are no available vacancies the employee will 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.

11.4.3 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.

11.4.4 As determined by the Human Resources Department, new employees may be required to take standardized assessments, and present employees may be required to take standardized assessments 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.

11.5 Transfers Due to Illness, Injury, or Disability

11.5.1 The University will make a reasonable effort to reassign 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.

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

11.5.3 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.

11.6 Salary Rates for Transfers

11.6.1 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 (or the probationary rate if the employee is currently on probation) of the higher pay grade, the employee shall be paid at the minimum rate (or the probationary rate if the employee is currently on probation) 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 (or the probationary rate if the employee is currently on probation) of the higher pay grade, the employee shall be paid at the minimum rate (or the probationary rate if the employee is currently on probation) 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.

11.7 Job Classification

11.7.1 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.

11.7.1.1: The University will require training and provide each supervisor with written instructions on how to utilize the automated position management and recruiting system. All position descriptions will be done in a standardized fashion to include minimum required knowledge, skills and abilities so as not to deny employees with minimum qualifications the right to fill an open position.

11.7.2 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 Employer may initiate a change to the position description in the automated position management and recruiting system, which will be forwarded through proper channels for approval in accordance with the following administrative procedure agreed upon by the Union and the Employer:

a. Each supervisor within the administration channel shall review and forward the position description to the supervisor at the next level within ten (10) working days if in agreement with the change in job content. If the supervisor does not approve of the change in job content, the responsibilities of the position shall revert to the duties before the change.

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

b. The relevant executive or senior management must respond to the updated position description within fifteen (15) working days of receipt by communicating approval or not approving the statement of duties, in which case the responsibilities of the position shall revert to the status quo duties before the change, after discussion with 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. Each updated position description will be considered on its own merit, and decisions for approval or non-approval for a reclassification or an in-class adjustment made accordingly.

d. The above time limits may be extended by mutual agreement between the employee affected and the reviewing administrator.

e. Once a position has been reviewed and evaluated, and the appropriate classification and title established, the decision will be implemented by the University. Any rate change as a result of a reclassification or in-class adjustment will be retroactive to the date of the initial submission of the updated position description.

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

11.7.4 The Employer may initiate a reclassification request at the first 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.

11.7.5 All jobs will be evaluated according to the current system. Any employee who believes that the proper method and procedure was not followed in application of the above system may request a special conference with the Head of Human Resources or designee. The employee may request Union representation at this meeting. If the employee still believes there has been a violation he/she may submit a grievance through the Union, at which time it becomes a Union grievance, at the third step of the grievance procedure, Article 4.

11.7.6 Newly Created Positions. In the event a new position is established, the University will determine which employee group it will be assigned to.

11.7.6.1 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.

11.7.7 All new bargaining unit positions will be evaluated by a joint committee made up of the Head of Human Resources or designee and at least one member of the Union leadership, who will determine the appropriate pay grade assignment and title.

11.7.8 Any grievance filed for an alleged violation to established time limits shall be filed at Step Three of the Grievance Procedure.

ARTICLE 12

UNION MEMBERSHIP, FEES, AND PAYROLL DEDUCTION

12.1 This Article applies to all employees in the bargaining unit. The bargaining unit is described in Article 1. All employees are in the bargaining unit. Only those who join the Union and pay Union dues are Union members.

12.2 The Union represents all employees in the bargaining unit.

12.3 Each bargaining unit employee can freely choose to become a member of the Union, or to not become a member of the Union.

12.3.1 Being a bargaining unit employee is not the same as being a Union member.

12.3.2 An employee is always a bargaining unit employee; an employee becomes a Union member only through choice. If an employee chooses not to become a Union member he/she will remain a bargaining unit employee, remain entitled to representation by the Union, remain covered by this Collective Bargaining Agreement, and remain entitled to any benefits set forth in this Collective Bargaining Agreement.

12.4 An employee who becomes a Union member will be required to pay Union dues (the amounts and regularity of those dues payments to be decided by the Union). An employee choosing to become a Union member will be required by the Union to sign a payroll deduction authorization form (acceptable to the University) authorizing the University's Payroll Office to deduct Union dues from the employee's paychecks.

12.5 The Union or employee will present the signed dues deduction authorization forms directly to the University's Payroll Office. Any such authorization form shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.

12.5.1 Each employee may submit a signed payroll deduction authorization form (via the Union) to the Payroll Office up to twice per year.

12.5.2 The Union shall annually certify in writing to the University's Payroll Office the authorized amount to be deducted from each Union member who submits a signed payroll deduction authorization form. The University's Payroll Office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Union, together with a list setting forth the name of each employee for whom deductions were made.

12.5.3 The University's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies.

12.6 Neither the University nor the Union will discriminate against any employee because the employee chooses to become a Union member or chooses not to become a Union member.

12.6.1 Joining the Union is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Union.

12.6.2 Paying Union dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Union dues.

12.6.3 The University will not tolerate harassment or discrimination against any employee who chooses to become a Union member or chooses not to become a Union member. (See Article 1.7).

12.7 The Union agrees to indemnify and hold the University harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of deductions made by the University pursuant to this Article, or by reason of the University complying with the provisions of this Article.

12.8 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 once each month by the 15th calendar day of the month in which the deductions were made, together with a list of the names and the amount deducted for each Union member for whom a deduction was made. The list shall also identify new bargaining unit employees and Union members deleted since the last listing with an explanation of the changes. Such communication shall be made electronically, in a format agreeable to the parties.

12.9 The Union agrees to make whatever adjustments are necessary directly with a Union member who may, as a result of this deduction procedure, pay more or less than the Union's dues or service charge.

12.10 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment or any sum other than that constituting actual deductions made from the pay earned by the union member. 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.

UNION DUES DECISION FORM

Name _____
(type or print)

NMUIIN: _____ Department _____

Each employee may submit a signed Union Dues Decision Form – (via the Union) to the Payroll Office up to twice per year.

I authorize the collection of Union dues

By making this selection and signing below, the University is authorized to deduct from wages earned or to be earned by me, Union dues as certified to the University by the Union’s Treasurer; the University shall remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

Any such authorization shall remain in effect until revoked in writing (signed) by the employee.

I do not authorize the collection of Union dues

By making this selection and signing below, the University is either not authorized or is no longer authorized to deduct wages earned or to be earned by me for Union dues.

A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.

Signature of Employee

Date of Signing

Date of Delivery to University

ARTICLE 13

WAGES

13.1 2017-2018 Salary. Upon ratification, all employees will receive a \$.30 (thirty cents) per hour increase to base wages if the increase will not place them above the maximum of the 2017-2018 salary schedule which has been raised \$.20 (twenty cents) above the 2016-2017 salary schedule.

If the above increase places an employee above the maximum of the salary range, 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.

13.2 2018-2019 Salary. Effective July 1, 2018, all employees on roll and working will receive a \$.30 (thirty cents) per hour increase to base wages, if the increase will not place them above the maximum of the 2018-2019 salary schedule, which has been raised \$.20 (twenty cents) per hour above the 2017-2018 salary schedule.

If the above increase places an employee above the maximum of the salary range, 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.

13.3 2019-2020 Salary. Effective July 1, 2019, all employees on roll and working will receive \$.30 (thirty cents) per hour increase to base wages, if the increase will not place them above the maximum of the 2019-2020 salary schedule, which has been raised \$.20 (twenty cents) per hour above the 2018-2019 salary schedule.

If the above increase places an employee above the maximum of the salary range, 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.

13.4 Grant-funded Salaries. 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.

13.5 Definitions. "On roll" is defined as working, on paid sick leave, dependent care leave, annual leave, or personal leave hours but does not include being paid annual leave after resignation.

ARTICLE 14

TERMINATION OR MODIFICATION

14.1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2020.

14.1.1 Termination. 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.

14.1.2 Modification. 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, 2020, unless it is extended for a specified period by mutual written agreement of the Employer and the Union.

14.1.3 Address. 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 Head of Human Resources or designee, Northern Michigan University, or to any such address as the Union or the Employer may make available to each other.

14.2 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, 2020.

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 TRUSTEES

Betsy Bennett, International Representative
Region 1D – UAW

R. Gavin Leach
Vice President for Finance and Administration

Gerald Kariem, Director
Region 1D – UAW

NORTHERN MICHIGAN UNIVERSITY
BARGAINING COMMITTEE

Suzy Swanson, President
Local 1950 – UAW

Rhea Dever,
Assistant Vice President, Human Resources

Grace Albert
Bargaining Committee Chair

Renee Sheen
Assistant Director, Human Resources

Darlene Kyto
Bargaining Committee Member

Kristen Bjorne
Assistant Director, Human Resources; Benefits

Anton Teske
Bargaining Committee Member

Gerri Daniels
Director of Admissions

Andrea Wrubel
Bargaining Committee Member

Dale Kapla
Assistant Provost; Undergraduate Programs/ Faculty
Affairs

Sherri Towers
Assistant Vice President, Budget and Finance

Ratified by UAW – Local 1950 on June 26, 2017
Approved by the Board of Trustees on July 5, 2017

APPENDIX A - TOP CLASSIFICATIONS BY PAY GRADE

Pay Grade 4D

Account Clerk

Clerk

Secretary

Technician

Pay Grade 4C

Senior Account Clerk

Senior Clerk

Senior Secretary

Senior Technician

Pay Grade 4B

Principal Account Clerk

Principal Clerk

Principal Secretary

Principal Technician

Pay Grade 4A

Executive Account Clerk

Executive Clerk

Executive Secretary

Executive Technician

Wage Schedules

2017-2018

SALARY SCHEDULE

2018-2019

SALARY SCHEDULE

2019-2020

SALARY SCHEDULE

Pay				Pay				Pay			
<u>Grade</u>	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>	<u>Grade</u>	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>	<u>Grade</u>	<u>Prob.</u>	<u>Min.</u>	<u>Max.</u>
4D	9.91	10.61	17.79	4D	10.11	10.81	17.99	4D	10.31	11.01	18.19
4C	10.62	11.35	19.12	4C	10.82	11.55	19.32	4C	11.02	11.75	19.52
4B	11.37	12.20	20.55	4B	11.57	12.40	20.75	4B	11.77	12.60	20.95
4A	12.24	13.07	22.10	4A	12.44	13.27	22.30	4A	12.64	13.47	22.50
Help Desk				Help Desk				Help Desk			
4A	12.24	15.48	22.10	4A	12.44	15.68	22.30	4A	12.64	15.88	22.50

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

NORTHERN MICHIGAN UNIVERSITY

AND

Local 1950, UAW

2011

NORTHERN MICHIGAN UNIVERSITY

Household Member Program

The Household Member Program (HMP) is a program that expands the eligibility criteria for enrollment in Northern Michigan University's health care plan (medical, hospitalization, and prescription drug program).

REQUIREMENTS:

Under the HMP, an NMU Local 1950 employee, who does not already enroll a spouse in the health care plan, may enroll one adult individual for benefit coverage but only if all the following criteria are met:

- The employee is eligible for NMU's benefits
- The Household Member, at the time of proposed enrollment, resides in the same residence as the employee and has done so for the previous 18 continuous months, other than as a tenant.
- The Household Member is not a "dependent" of the employee as defined by the IRS.

Children of the Household Member are also eligible for this benefit if they are members of the employee's household and meet IRS dependent criteria as well as University dependent coverage for health benefits up to age 26, provided all the dependent eligibility criteria is met.

Eligibility for coverage of a Household Member, or of a Household Member's dependent, ceases on the date that the above criteria are not met.

The following individuals are not eligible for participation in this program:

- Children of an employee and their descendants (children, grandchildren)
- Parents of an employee
- Parents' other descendants (siblings, nieces, nephews)
- Grandparents and their descendants (aunts, uncles, cousins)
- Renters, boarders, tenants

This program does not affect the rights of or criteria application to any employee qualifying for enrollment in NMU's benefits plans under any other applicable University policy. The Employer cost of providing health benefits for Household Members is considered ordinary income and is, therefore, subject to taxes, including social security, Medicare, federal and state taxes. Household member enrollment must be completed during the open-enrollment period or no more than 30 days after all of the above criteria are met.

In the event of an employee's death, the surviving household member and dependent children of the household member are eligible for hospitalization and medical benefits consistent with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) by paying the University the necessary premiums for an additional thirty-six (36) months. After expiration of cobra benefits, an individual conversion policy is available from the carrier.

Any information falsified on the HMP enrollment form may result in consequences that could include discipline up to and including termination from employment and/or appropriate legal action.

HOUSEHOLD MEMBER PROGRAM ENROLLMENT FORM

AND

EMPLOYEE AFFIDAVIT

I WISH TO ENROLL THE FOLLOWING HOUSEHOLD MEMBER IN THE NMU HEALTH CARE PLAN:

Name of Household Member: _____ Effective Date: _____

(PRINT: First, Middle Initial, Last)

Household Member Birth Date: _____ Social Security Number: _____ - _____ - _____

CERTIFICATION AND SIGNATURE:

This is to certify that the person named above meets all the eligibility criteria for the Household Member. I understand that I will be responsible for paying any taxes associated with enrolling a Household Member. I also understand that any information falsified on this document may result in discipline up to and including termination from employment.*

Employee Name: _____ IN: _____

(First, Middle Initial, Last)

Employee Signature: _____ Date: _____

*The Employer cost of providing health benefits for Household Members is considered ordinary income and is, therefore, subject to taxes, including social security, Medicare, federal and state taxes.

AFFIDAVIT OF TERMINATION OF BENEFITS

FOR

HOUSEHOLD MEMBER

I, _____, affirm the health benefit coverage for my Household Member

(Print name of faculty/staff member)

listed on the Enrollment Form dated _____, should be terminated as of

_____.

Termination of coverage for my Household Member is due to (check one):

_____ Household Member no longer meets the required eligibility criteria

_____ Death of Household Member

_____ Coverage no longer needed by the Household Member (obtained other coverage)

I HEREBY AGREE TO MAIL A COPY OF THIS AFFIDAVIT TO MY SURVIVING FORMER HOUSEHOLD MEMBER.

Faculty/Staff Member Signature

Date

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

NORTHERN MICHIGAN UNIVERSITY

AND

U.A.W. LOCAL 1950

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 T.O.P. employees of the University, whereas the parties agree as follows:

Should Michigan’s “Freedom to Work” Act (PA 349: a.k.a. “Right to Work”) be repealed or overturned, the Article 12 language in the parties’ 2011-2014 Collective Bargaining Agreement shall be reinstated/reinserted into the Collective Bargaining Agreement according to the time frame directed by the legislature or judiciary.

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 TRUSTEES

Suzy Swanson, President

Rhea Dever, Assistant Vice President of Human Resources

Betsy Bennett, International Representative

R. Gavin Leach, Vice President for Finance & Administration

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING #3

BETWEEN

NORTHERN MICHIGAN UNIVERSITY

AND

U.A.W. LOCAL 1950

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 T.O.P. employees of the University, whereas the parties agree as follows:

An additional compensation payment may be paid to part-time and full-time TOP employees who were employed for the prior fiscal year (July 1 – June 30).

The compensation payment will be determined based on the following:

- On June 30 of the years 2019 and 2020, the base student enrollment value* will be subtracted from the total student credit hours enrolled on campus and on-line (excluding global campus students) during the previous Fall and Winter semesters. This value (change in enrollment compared to the base year) will be divided by the base enrollment value to determine the percent change in enrollment.
- One-half of one percent (0.50%) of base salary will be paid to each eligible employee as a one-time cash payment for each one percent (1%) increase in enrollment. This payment will be made for the following fiscal years:
 - 2018 – 2019
 - 2019 – 2020
- Employees must be on roll on the date of payment in order to be eligible to receive any portion of the cash payment. No payment will be made if the percent increase in enrollment is less than 1% of the previous fiscal year.

*The base enrollment value is defined as total student credit hours enrolled on campus and on-line (excluding global campus students and those credit hours generated through courses offered at additional locations) during the Fall 2017 and Winter 2018 semesters.

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

AND

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Suzy Swanson, President

Rhea Dever, Assistant Vice President of Human Resources

Betsy Bennett, International Representative

R. Gavin Leach, Vice President for Finance & Administration

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING #4

**BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
U.A.W. LOCAL 1950**

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 T.O.P. employees of the University, whereas the parties agree as follows:

- The University and the Union mutually agree that they will review the TOP Union job classifications and pay structure. Both Parties will meet on a regular basis to achieve mutually agreed upon goals and timeline. This review will be completed by June 30, 2018.
- All TOP classifications will be reviewed by a Position Classification Committee, which includes three Union members and three management representatives.
- Should any contract language require modification, the University and the Union also mutually agree that both Parties shall have opportunity to approve final language.

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

AND

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
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Suzy Swanson, President

Rhea Dever, Assistant Vice President of Human Resources

Betsy Bennett, International Representative

R. Gavin Leach, Vice President for Finance & Administration

Dated: _____

Dated: _____