

AGREEMENT

This Agreement is made effective as of the 1st day of October, 2007 between the Board of Trustees of Northern Michigan University (hereinafter referred to as the "EMPLOYER") and Local Union 1094 of Council No. 25 of the American Federation of State, County and Municipal Employees (AFL-CIO) (hereinafter referred to as the "UNION").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depends upon the Employer's success in establishing a proper service to the State.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

If any of the provisions of this Agreement are held invalid by operation of law or by any competent tribunal, the validity of the other provisions of this Agreement shall not be affected.

Whenever the word "Agreement" is used in this document, it shall be considered synonymous with the word "Contract".

ARTICLE 1

RECOGNITION AND DEFINITIONS

Section A Description of the Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular employees; excluding (1) Employees regularly scheduled to work less than twenty (20) hours per week, (2) Clerical/Technical personnel, (3) Supervisory personnel, (4) Management personnel, (5) Administrative personnel, (6) Professional personnel, (7) Academic personnel, and (8) Student personnel.

Section B Definitions

1. The terms "employee" and "employees" as used in this Agreement shall mean only an employee or employees within the bargaining unit described in Section A.
2. The term "temporary employee" shall mean any individual, or individuals, whose employment is for any purpose described in (a) through (b) below. Employment of a temporary employee shall not exceed six (6) months in any twelve (12)-month period. After a temporary employee has worked six (6) months in any twelve (12)-month period, that individual shall not be eligible to be hired by the Employer to do any work normally done by this bargaining unit for a period of three (3) calendar months. The Employer will notify the Union in writing within ten (10) calendar days of the hire of a temporary employee. Such notification will indicate the job classification and location of the temporary employee. The employment of individuals pursuant to a grant/contract funded position is dealt with in Section C, below, and is not "temporary employment" within the meaning of this Section. Employees in this category shall not be used to circumvent Article 17, Sections B and C.
 - (a) 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; or
 - (b) Staffing specific short-term projects such as those which are seasonal in nature (including but not limited to the planting seeds and trees, snowplowing, spring cleaning, etc.).
3. The term "substitute employee" shall mean any individual or individuals whose employment is for the purpose of relieving employees who are absent due to reasons such as sickness or injury, leave of absence, or vacation.
4. The term "student employee" shall refer to any individual or individuals enrolled in an educational program or who have made a commitment to enroll in an educational program. It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working during the following periods:
 - (a) between consecutive terms
 - (b) during the spring-summer term (May-August)
5. 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 works a minimum of twenty (20) hours a week or more but less than thirty (30) hours a week, excluding overtime.

Section C Grant/Contract Appointments

Job postings of grant/contract funded positions shall state the duration and conditions of the grant contract. In accordance with the provisions of the grant, grant employees will be given the same consideration for salary and fringe benefits to the degree that the grant will allow.

Grant employees will not obtain unit seniority. However, grant employees hired in a full-time general fund position will be granted unit seniority retroactive to the date of hire in a regular position.

Termination or layoff of any grant/contract employee due to expiration or reduction of grant funding shall not be grievable.

ARTICLE 2

MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause; and (6) to maintain an orderly, effective, and efficient operation of the University.

ARTICLE 3

NON-DISCRIMINATION

Section A

The University and the Union agree that there will be no unlawful discrimination in the application of this Agreement because of nonrelevant factors of height, weight, religion, race, color, national origin, marital status, sexual orientation, familial status, veteran status, disability, age, or sex. It is understood that reference to the male gender includes females as well.

Section B

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section C

The Employer shall not discriminate against, intimidate, restrain, or coerce any employee because of or with respect to the employee's lawful union activity or the employee's membership or nonmembership in the Union.

ARTICLE 4

NO STRIKE OR LOCKOUT

During the term of this Agreement, the Union agrees that it will not engage in or sanction or physically 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.

ARTICLE 5

UNION SECURITY

Requirements of Union membership. To the extent that the laws of the State of Michigan permit it is agreed that:

Section A

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Section B

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, effective thirty (30) days after the date of hire.

Section C

Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, effective thirty (30) days after the date of hire.

Section D

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this Section as of the completion of their thirtieth (30th) day of work.

Section E

Notwithstanding the provisions of Section A through D, immediately above, it is agreed that if the tenets of an employee's religious faith or strong personal convictions, genuinely held, object to the payment of Union dues, the employee may satisfy the employee's obligation under this Article by contributing an equivalent amount of money to a charitable organization of the employee's choice or the Northern Michigan University Development Fund. An employee deciding to avail herself/himself of this exception shall provide the Employer, the President of the Local, and the Council Staff Representative with a detailed written statement supporting the claimed exemption, and shall have the burden of persuasion with regard to this question. However, the employee may be retained at work while the dispute is being resolved.

Section F

The Employer will furnish the Union a list of new employees who are eligible to belong to the bargaining unit within ten (10) days after hire.

ARTICLE 6

MEMBERSHIP DUES CHECK-OFF

Section A

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Section B

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues or an amount established by the Union as a service fee in lieu of dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the Union's "Authorization for Check-Off of Dues" or service fees form.

Section C

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues or service fees, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

Section D

A properly executed copy of such Authorization for Check-Off of Dues or service fees form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues or service fees forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or service fees form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

Section E

Check-Off deductions under all properly executed Authorization for Check-Off of Dues or service fees forms shall become effective at the time the application is tendered to the Employer and shall be deducted from each biweekly pay period.

Section F

The Union will provide to the Employer any additional Authorization for Check-Off of Dues or service fees forms under which the Union membership dues or service fees are to be deducted.

Section G

Deductions for any calendar month shall be remitted to the designated Financial Officer of the Michigan AFSCME Council No. 25 as soon as possible after the biweekly deduction of that month. The Employer shall furnish the designated Financial Officer of the Council, biweekly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues or service fees forms, but for whom no deductions have been made. The Employer shall additionally indicate the amount deducted and notify the Financial Officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Section H Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the biweekly in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the biweekly in which the termination took place.

Section I Limit of Employer's Liability

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

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues or service fees form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to an arbitrator, whose decision shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

ARTICLE 7

BULLETIN BOARDS

The Employer will provide a minimum of one enclosed bulletin board that may be locked in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.
5. Notices of Union position advertisements.
6. Union seniority lists.

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised by the Human Resources Department of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 8

WORK SCHEDULES

The normal workweek shall consist of forty (40) hours between 11:01 p.m. Saturday to 11:00 p.m. Saturday.

An employee's normal workday shall consist of eight (8) consecutive working hours excluding lunch periods.

The Employer may provide the option of summer flex time hours depending upon the operational needs of each department.

All employees covered by this Agreement will have an unpaid lunch period of thirty (30) minutes except those employees who are assigned to work a continuous shift.

Employees may take a rest period of not more than fifteen (15) minutes for each four (4) hours of work. Rest periods shall be taken at a time and a place designated by the supervisor in such a manner that least interferes with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

Employees will be given the necessary time prior to punching out, to wash and change from work uniforms.

Shift preference will be granted on the basis of seniority according to the provisions of the job posting procedure. Consideration will be given to allowing the senior employees to elect a preference in starting time within Dining Services.

Normally, Dining Services' employees will be given fourteen (14) calendar days' notice of their work schedule, subject to changes caused by additional banquet catering events, changes in banquet numbers, sickness or other employee absences, Presidential or Board events, or deviations for similar reasons.

Normally, there shall be no changing of an employee's shift and days off except with the consent of the affected employees or except because of matters beyond the control of the Employer. Matters beyond the control of the Employer shall be absences of employees because of sickness, vacation, or otherwise. When it becomes necessary to change shifts or days off on either a permanent or temporary basis, the employee with the least seniority within the classification and building will be required to so change unless a volunteer acceptable to the Employer is found.

Police Officers are permitted to take a meal break during their regular eight (8) hour shift. However, Police Officers are subject to call while on meal break.

Police Officers are subject to call while taking a rest period.

Consideration will be given to seniority and employee preference when schedules are being established for Police Officers.

ARTICLE 9

OVERTIME

Section A Overtime Premium

Time and one-half 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.

For the purpose of computing overtime pay for over forty (40) hours in the employee's workweek, a holiday, vacation day, or an earned sick leave day, for which the employee receives pay, will be counted as a day worked.

Section B Pyramiding

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

Section C Scheduling

In general, overtime work shall be voluntary, provided, however, when at least thirty-six (36) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will be expected to work unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime. The University need not call in an employee to work who has provided the University with a written statement that the employee does not wish to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to work in situations that require immediate attention or in the event that sufficient other employees capable of doing the work are not available.

Section D Distribution

All overtime shall be divided as equally as possible within the same department. The Employer agrees that an equalization of overtime chart will be maintained and posted in a prominent place in each department or recognized work area before the fifteenth (15th) of each month. This chart will indicate the overtime worked, refused, and unavailability of the employee. In the event of failure to post, the Union shall notify the Employer and the Employer shall take steps to assure that the correct posting will be made within five (5) working days of notification.

Whenever overtime is required, the person with the least number of overtime hours in that department who can adequately perform the required job within their department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

For the purpose of this clause, an employee who was contacted and did not choose to work, will be charged the average number of overtime hours worked by other employees during the period said employee did not choose to work (two [2] hour minimum). Unavailable employees, those on annual leave or sick leave, will also be charged as described above.

Overtime hours will be reviewed quarterly in an attempt to identify any potential inequities in the equalization process. Any inequities will be corrected during the next quarterly review period dependent upon the availability of overtime hours.

It is understood that there will be no cash payment(s) in lieu of work during any review period and any settlement of any dispute arising out of this provision will be limited to the offer of future overtime opportunities in an attempt to equalize overtime hours.

Employees who have changed classifications will be charged with the average number of overtime hours that exist in the new classification on the day they were reclassified.

Section E Police Officer and Police Specialist Overtime

Overtime for Police Officers and Specialists shall be assigned at the discretion of the Employer. Where it is practicable to do so, the Employer agrees to give forty-eight (48) hours' advance notice of required and scheduled overtime.

All overtime must be approved in advance and must be worked as directed by each employee's supervisor. Overtime pay or compensatory time off shall not be awarded for work not approved in advance by a supervisor. However, Police Officers or Police Specialists are authorized to work one (1) hour of unscheduled overtime at the end of a shift for completion of a complaint investigation when circumstances require it.

Police Officers or Police Specialists are subject to several different types of overtime such as but not limited to:

1. Scheduled overtime for special events, athletic contests, or shift coverage,
2. Unscheduled overtime for emergencies, complaint investigation, or shift coverage,
3. Mandatory overtime for training,
4. Scheduled overtime for court appearances or disciplinary hearings, and
5. Voluntary overtime for contract services.

Sections A and B of this Article shall not apply to Police Trainees.

Scheduled overtime for special events, athletic events or a scheduled shift coverage will be divided as equally as possible. An equalization of overtime chart will be maintained as outlined in Section D. Unscheduled overtime, scheduled overtime for court appearances or disciplinary hearings, mandatory training and voluntary overtime, are beyond the control of the Employer and shall not be considered in the equalization of overtime.

Overtime for court appearances is paid when the court appearance is directed by an officer of the court. The minimum rate for overtime is two (2) hours, unless the Officer is working a scheduled shift during the court appearance. In those instances, overtime is only paid for the actual time spent outside the scheduled shift. (This also applies to disciplinary hearings.)

At an Officer's request and with the approval of the Employer, compensatory time off may be granted in lieu of overtime. Compensatory time off shall be at the rate of time and one half. Earned compensatory time off will be granted when it does not interfere with the department operation. The Employer agrees to consider the desires of the employee when scheduling overtime. Compensatory time off will normally be used within ninety (90) days of accrual with the provision that an extension may be granted by the Director of Public Safety and Police Services. If said extension cannot be granted, any overtime accrual beyond ninety (90) days from date of accrual will be paid off.

ARTICLE 10

SHIFT PREMIUM

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.

Employees who work on the second or third shift shall receive a shift premium as compensation in addition to their regular pay according to the following:

Second Shift

\$.35/per hour

Third Shift

\$.40/per hour

Shift premium is to be added to the total wages and does not increase the hourly rate. Shift premium will be paid for all hours worked on a shift.

ARTICLE 11

CALL-IN PAY

An employee reporting for duty at the Employer's request for work which the employee had not been notified in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three (3) hours of pay at the rate of time and one-half.

An employee reporting for duty on a Seasonal Bonus Day at the Employer's request for work which the employee had not been notified in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three (3) hours of pay at the rate of time and one-half. If an employee works beyond the three (3) hours, the additional time worked is paid at straight time and the employee will also be given the additional time worked off with pay, the time to be arranged with the employee's supervisor who will make an effort to grant the additional time off as near as practical to the designated Seasonal Bonus Day.

ARTICLE 12

REPORTING PAY

An employee who reports for scheduled work and no work is available will receive three (3) hours of pay at the employee's regular straight time rate.

ARTICLE 13

RATES OF PAY ON TEMPORARY ASSIGNMENTS

A temporary assignment is defined as the movement of a qualified employee to a higher or lower graded position within the same department to cover for the expected return of an absent employee or fluctuation in the department's work activity.

If any employee is temporarily assigned to a position in a higher graded classification, the employee will be paid the rate of the position. If any employee is temporarily assigned to a position in a lower graded classification, there will be no reduction in salary.

ARTICLE 14

SENIORITY AND LOSS OF SENIORITY

Section A

Seniority shall not be affected by the height, weight, religion, race, color, national origin, marital status, sexual orientation, familial status, veteran status, disability, age or sex of the employee. Seniority shall be on a bargaining unit-wide basis.

All present employees who are included within the bargaining unit and who have served their probationary period shall be credited with accumulated seniority as of the employee's last date of hire.

Effective September 20, 1999, bargaining unit members working in full-time, less than twelve (12)-month positions will accrue seniority during the designated time periods the bargaining unit members are actively employed. For example, a bargaining unit member whose nine (9)-month work assignment begins August 1 and extends through April 30 will not accrue seniority during the months of May, June, and July. A bargaining unit member's seniority date will be adjusted at the time the member's employment status changes. For example, a nine (9)-month assignment increases to twelve (12)-month status.

In the event that two (2) or more employees have identical seniority dates, seniority will be determined by alphabetical order by last name as of the date of hire.

Section B

1. There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting six (6) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary within the bargaining unit within a six (6)-month period, they will be entered on the seniority list as of the latest date of hire.
2. With the exception of Item 1 above, the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged or disciplined employees for other than Union activity. The probationary period in respect to wages only for temporary employees shall be one hundred and eighty (180) calendar days of continuous employment. Fringe benefits for temporary employees is limited to holiday pay only, provided that the employee has been on the payroll for two (2) consecutive pay periods and has worked at least twenty (20) days immediately preceding the holiday. Payroll deductions for union dues shall be made for those temporary employees who are on the payroll for two (2) consecutive pay periods and have worked at least fifteen (15) days during the two (2) consecutive pay periods. Such a deduction shall be dependent upon the Employer's receipt of a Dues Authorization Card.

Section C

1. Seniority Lists of the date of this Agreement will show the names, job classifications, department, and date of hire of all employees of the Unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.
2. The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for the Steward's inspection for the purpose of settling the question. The Employer will furnish the Union with a copy of the current seniority list every month.

Section D

An employee shall lose seniority for the following reasons:

1. The employee quits and is not rehired by the University within thirty (30) days after the employee's last day of work.
2. The employee is discharged and the discharge is not reversed through the Grievance Procedure.

3. The employee is absent from the employee's job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer shall send written notification to the employee at the employee's last known address that the employee has lost seniority, and the employee's employment has been terminated with a copy to the Union President. If the disposition made of such case is not satisfactory, the matter may be referred to the Grievance Procedure, but the Employer will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.
4. If the employee does not return to work when recalled from layoff within eight (8) calendar days from the date of receipt of notice of recall. In proper cases, exceptions shall be made by the Employer.
5. Failure to return to work within the time limits of a leave of absence, an extended leave of absence, or an approved seasonal leave of absence, will be treated the same as 3 above.
6. Failure to accept a position of the same classification and shift upon return from a personal leave of absence.
7. Laid off and not recalled for a period equal to the length of the employee's seniority at time of layoff or five (5) years whichever is shorter.

ARTICLE 15

PROBATIONARY EMPLOYEES

New employees hired or transferred into the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their continuous employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit and shall rank for seniority from one hundred and eighty (180) calendar days prior to the date the employee completed the probationary period.

Police Officers shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their continuous employment following being sworn in after successful completion of the Basic Police School as currently defined.

There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged or disciplined employees for other than Union activity.

New employees will be hired at the probationary rate of the job. The probationary rate will be ten percent (10%) below the six (6)-month rate and will be paid for the length of the probationary period.

ARTICLE 16

REDUCTION OF THE WORK FORCE AND RECALL PROCEDURES

Section A Procedure for the Reduction of the Working Force

1. When there is a decrease in force other than defined in Section D, the following procedure shall be followed: Probationary and temporary employees will be laid off on a unit-wide or occupational group basis whichever is in effect provided the seniority employees can do the available work.
2. The University will attempt to place employees with seniority in positions in their bargaining unit within their specific classification by displacing the least senior employee in that specific classification on the same shift. If a position within their specific classification on the same shift is not available, they shall displace the least senior employee within the specific classification. If positions within their specific classification are not available, they shall displace an employee in a different classification but in the same or lower working rate with the least seniority on the same shift, provided the seniority employee can do the available work. If a position within that classification on the same shift is not available, they shall displace the least senior employee within the classification, provided that the senior employee has the ability to perform the work available. This procedure is to be repeated until the least senior employee within the classification is placed on layoff. If, because of seniority, it becomes necessary to displace an employee in a lower classification, the same procedure as above will apply.

If an employee has successfully performed the work in a higher classification for ninety (90) working days or longer at Northern Michigan University and such employee has sufficient seniority, the employee may bump into that higher classification.

3. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the third (3rd) step of the grievance procedure.
4. Employees to be laid off will have at least fourteen (14) calendar days of notice of layoff. The Local Union Secretary and President will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
5. The Union recognizes that Northern Michigan University is an educational institution and by its nature is obligated to provide jobs for its students for their development and financial aid. Northern Michigan University also recognizes its responsibility to members of Local 1094.
6. Student personnel performing the work of bargaining unit employees at the time of layoff will be a proper matter for a Special Conference, and if not resolved to the mutual agreement to both the Union and the Employer, such will become a proper matter of the grievance procedure to be entered into at Step 3 of said grievance procedure.
7. In the event it becomes necessary for a layoff, the Employer shall meet with the Local Union President and Chief Steward at least three (3) calendar weeks prior to the effective date of the layoff if possible, and in any event no less than forty-eight (48) hours in advance of the layoff.

Section B Recall Procedure

1. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless the employee has previously performed the higher rated job and is able to do the work.
2. Seniority of an employee who is reemployed from a seniority list shall be restored to its status as of the date the employee left the service of the Employer.
3. 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 eight (8) calendar days from the date of receipt of notice of recall, the employee shall be considered a quit. Extension will be granted by the Employer in proper cases.

4. Employees who are recalled to work from a layoff may be required to successfully pass a physical examination prior to returning to work, the cost to be provided by the Employer and performed by an approved medical facility or physician as designated by the University.
5. In the case of special events and/or banquets, employees may be called back without regard to the seniority clause without the concurrence of the Union.

Section C Seniority Preference

1. Notwithstanding their position on the seniority list, members of the Local Union negotiating committee while actively engaged in negotiations shall, in the event of a layoff of any type, be continued at work as long as there is a job in their district for which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform. The committee shall be limited in size to seven (7) members.
2. Notwithstanding their position on the seniority list, the Union's grievance committee which consists of the President, Chief Steward, and Stewards of the Local Union shall, in the event of a layoff, only be continued to work at all times provided they can perform any of the work available in the unit.

Section D Temporary Adjustment of the Work Force

When there is a temporary decrease in the work force of four (4) months or less, probationary employees and seniority employees will be laid off by classification within their districts or their recognized work area as defined in Article 9, Section D. Seniority employees may exercise their bumping rights, within their classification, to bump probationary employees outside of their district or their recognized work area as defined in Article 9, Section D. If no probationary employees exist within their classification, seniority employees may bump temporary employees working within their classification. When the working force is increased after a temporary lay-off, affected employees will be recalled to the position held prior to the temporary layoff. In the event that such a work adjustment extends beyond four (4) months, the Union can request the procedure in Section A be followed.

ARTICLE 17

JOB POSTINGS AND BIDDING PROCEDURES

Section A Definitions

1. **Departmental Lateral Transfer.** A departmental lateral transfer is defined as the movement of an employee to a job opening within the employee's same classification and department. The Employer will give serious consideration to employees within the classification and department prior to posting a vacancy.
2. **Vacancy.** A vacancy is defined as a job opening which the Employer expects to fill after the Employer has completed the departmental lateral transfer process. A vacancy may be filled through the job posting and bidding procedure.
3. **Basic Qualifications.** Basic qualifications means that the employee meets the minimum qualifications of the position and the records of the University indicate the reasonable certainty that the employee will be able to perform competently the range of duties of the regular job opening within a reasonable period of time.
4. **Department.** Department is defined as Plant Operations, Intercollegiate Athletics and Recreational Sports, Housing and Residence Life, University Center, Dining Services, and Public Safety and Police Services.

Section B Job Posting and Bidding Procedure

1. After the departmental lateral transfer process has been completed, vacancies shall be advertised electronically by the Human Resources Department to all bargaining unit members for seven (7) calendar days. Upon completion of the posting for any job within the bargaining unit, the Union President will be informed of all Union members who applied for the position.
2. The posting will note the classification, pay grade, department, required minimum qualifications, work days, and shift.
3. Employees with seniority who wish to be considered for a posted vacancy will complete a bid form available on the Human Resources web site and file it with the Human Resources Department on or before the advertised deadline date. It is the responsibility of the employee to keep his/her application in the Human Resources Department updated in order that the employee may be given proper consideration. The Employer will not be obligated to consider a bid form from an employee who has not submitted his/her request to the Human Resources Department on or before the advertised deadline date.

Employees are not eligible to bid on a vacancy within their same classification and department.

4. If employees with seniority bid on a posted vacancy within their same classification, the employee with the most seniority shall be offered the job.
5. Employees with seniority who bid on a job in another classification and who possess the basic qualifications, shall receive an interview.
6. The Employer may after the internal posting and interview process expand the pool of candidates by conducting an external search. No external applicant will be offered the position unless there is a great difference in qualifications.

If the external search proves unsuccessful and one (1) or more bargaining unit members has the basic qualifications, the bargaining unit member with the most seniority shall be offered the job unless there is a great difference in qualifications.

7. In any case where the internal posting produces no candidates who bid on the position or who meet the basic qualifications, an external search may occur. Applications received from bargaining unit members during the external search may not be considered.

Section C Relief/Special Projects Workers

Employees interested in becoming relief/special projects workers within their department must inform their supervisor/department head in writing. It is the responsibility of the employee to keep his/her application in the Human Resources Department updated in order that the employee may be given proper consideration. Management will give due consideration to qualifications, seniority, and operational impact before making the final selection. A notice of availability of positions will be posted electronically to department employees. Any disputes arising in this Section will be dealt with in a Special Conference. Rates of pay will be reflected in the Schedule of Wage Rates.

Section D General Provisions

1. An employee who is awarded a position in a different classification will be given a reasonable period of time, not to exceed four (4) weeks, to demonstrate, by actual performance, whether the employee has the ability to perform the work. If the employee does not have the ability to perform the work, the employee, the Chief Steward and the Union President shall be given a written notice of the reason. The employee will be returned to a vacancy in the employee's former classification or displace the least senior employee in the employee's former classification at the same rate of pay (plus any scheduled increases) and same months employed as before the promotion or transfer.

If the employee requests, within a five (5) calendar day period following the award of a position from a different classification, the employee shall be returned to his/her former position within a one (1) month period following the request. In the event the position has been abolished, the employee may be placed in a position within the employee's former classification to which the employee's seniority entitles him/her and said movement will occur within a one (1) month period following the request.

2. In the event an employee is returned to the employee's original classification after being awarded a position at either the employee's request or at the Employer's discretion, the Employer need not repost the job, but choose the next senior qualified employee or the most qualified applicant, whichever is applicable.

3. An employee who has bid for a vacancy in accordance with the provisions of Section B and is not selected for the position will receive a copy of his/her bid form stating the reason not selected. The employee who is not selected shall be sent written notification of rejection within three (3) working days from the date the successful applicant was notified. Copies will also be furnished to the President and the Chief Steward.

4. An employee who has been awarded a position through the job posting and bidding procedure need not be considered by the Employer for a subsequent advertised vacancy during the six (6)-month period following the effective date of the employee's movement.

ARTICLE 18

RETURN TO UNIT

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the same unit, the employee's accumulated seniority shall be that amount of seniority attained at the time of his/her leaving the unit.

The Employer agrees that in any movement of work not covered above such movements will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 19

SICKNESS, FAMILY CARE AND INJURY PAY

Section A Sick Leave

Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. 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.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonduty hours.

Full-time employees shall be eligible for up to sixty-four (64) hours of sick leave with pay per fiscal year. New employees may use sick leave, if eligible, after they have completed two (2) biweekly pay periods. In their initial year of employment, employees hired between July 1 and September 30 shall be eligible for up to sixty-four (64) hours of sick leave; employees hired between October 1 and December 31 shall be eligible for up to forty-eight (48) hours of sick leave; employees hired between January 1 and April 30 shall be eligible for up to thirty-two (32) hours of sick leave in the fiscal year. Employees hired between May 1 and May 31 shall be eligible for up to eight (8) hours of sick leave. Employees hired after May 31 shall be eligible for sick leave in the subsequent fiscal year.

Upon return to work from layoff or an unpaid leave of absence, employees shall be eligible for sick leave as indicated above.

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 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.

Absences of twenty-four (24) or more consecutive working hours require a satisfactory physician's statement on the authorized form. Failure to provide a satisfactory physician's statement in a timely manner will result in lost time.

Section B Personal Sick Leave Reserve

Each fiscal year full-time employees shall be eligible for up to one hundred and seventy six (176) hours of personal sick leave reserve. Prior to approval of an excused absence and payment from the sick leave reserve, an employee must submit satisfactory medical evidence, utilizing the authorized form, of the serious health condition to the Director of Human Resources. Failure to provide satisfactory medical evidence of a serious health condition in a timely manner will result in payments from sick leave, if available, or lost time. New employees may use personal sick leave reserve, if eligible, after they have completed two (2) biweekly pay periods.

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

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

In their initial year of employment, employees hired between July 1 and September 30 shall be eligible for up to one hundred and seventy-six (176) hours of personal sick leave reserve; employees hired between October 1 and December 31 shall be eligible for up to one hundred thirty-two (132) hours of personal sick leave reserve; employees hired between January 1 and

April 30 shall be eligible for up to eighty-eight (88) hours of personal sick leave reserve; employees hired between May 1 and May 31 shall be eligible for sixteen (16) hours of personal sick leave reserve in the fiscal year. Employees hired after May 31 shall be eligible for personal sick leave reserve in the subsequent fiscal year.

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

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 personal sick leave reserve 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.

If an employee is in a period of continuing sick leave and/or personal sick leave reserve utilization at the change of fiscal years, the employee will be required to requalify for sick leave and personal sick leave reserve by returning to active employment and working a period of twenty (20) consecutive work days.

Employees who are not eligible for short-term disability and who have exhausted their sick leave and personal sick leave reserve and are still unable to return to work shall exhaust any unused annual leave. Employees who have exhausted their sick leave, their sick leave reserve, and their unused annual leave and are still unable to return to work, must apply for a leave of absence for illness or disability as specified under Article 25.

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

Employees are required to notify their supervisor of all absences due to illness or disability on a daily basis prior to the start of their shift. Where an employee is expected to be hospitalized or confined to the employee's home, the employee and the employee's supervisor may arrange for notification at appropriate intervals.

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.

In the case of extended sick leave absences or in an effort to determine the validity of an employee's use of sick leave, the employee must furnish a physician's statement of medical condition to the Director of Human Resources.

Personal sick leave reserve must be taken, and will be charged in accordance with actual time required, or proportionate to the time actually worked, or on a reduced schedule for a limited time in order to accommodate a return to active employment.

Satisfactory Physician's Statements

If any submitted physician's statement is unsatisfactory, the Human Resources Department may request that the employee contact the provider of the statement to request more information. If this request is not responded to in a reasonably timely way, or if the supplemental physician's statement is still unsatisfactory, the Employer may require the employee to submit to a physical or, where relevant, psychiatric examination by a licensed physician or psychiatrist of its choice at its expense.

Section C Hours of Sick Pay Payable

1. 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.)
2. All payments for sick leave shall be made at the employee's current rate of pay.
3. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

Section D Medical Dispute

If the fitness of an employee to continue in the employee's responsibilities becomes questionable for reasons of physical or mental health, the employee's supervisor shall discuss the matter with the employee and their steward, if requested, in a personal conference. If the problem cannot be resolved in such a 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 physician or

psychiatrist and the Employer will assume the cost of the examination. In the event the medical examination results in a finding that the employee is unable to discharge the employee's 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 leave, the Employer will notify the President of the Union and give the Union an opportunity to make any objections it has to the proposed action. If the employee is not satisfied with the determination of the University designated physician, the employee may submit a report from a licensed physician or psychiatrist of the employee's own choosing and at the employee's own expense. If the dispute still exists, at the request of the Union the University designated physician and the employee's doctor shall agree upon a third licensed physician, psychiatrist, surgeon, or osteopathic physician and surgeon, to submit a report to the University and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the University and the employee.

Section E Family Care Leave

Full-time employees may use up to twenty-four (24) hours of paid family care leave per fiscal year for the confining illness or injury (not routine medical/dental appointments) to members of the immediate family (spouse or designated individual, children, 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.

Once an employee uses twenty-four (24) hours of family care leave, additional time required for the care of a family member must be taken as a personal leave day, annual leave or unpaid leave. The University reserves the right to review cases on an individual basis and to require documentation.

These twenty-four (24) hours of family care leave will not be counted toward the twelve (12) week mandatory protection offered by the Family Medical Leave Act (FMLA).

Section F Workers' Compensation

A seniority employee who suffers a work-related injury or illness will not be required to use sick leave for time away from work as a result of that injury or illness providing: (1) the injury or illness claim is approved by the University's workers' compensation carrier, and (2) the employee provides Human Resources with satisfactory medical documentation in a timely manner from a physician attesting to the necessity for such time away from work. A seniority employee who suffers injury compensable under the Workers' Compensation Act and 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. Employees who are receiving workers' compensation will not accrue annual leave during the period of time that they are off of work. Employees who have been disabled for six (6) consecutive months and are still unable to return to work, must apply, if eligible, for a leave of absence for illness or disability as specified under Article 25, Section A, with the exception that there will be no loss of seniority, or if eligible, apply for long-term disability as specified under Article 28, Section B.

ARTICLE 20

HOLIDAYS

Section A

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

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. December 25

Section B Seasonal Bonus Days

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 employee's supervisor. "Floating" seasonal bonus days may be utilized in increments of one (1) hour.

If an employee is required to work on a seasonal bonus day or 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 the designated seasonal bonus day or Easter Sunday.

Section C

If an employee is absent on the scheduled working day immediately preceding or immediately following the holiday, the employee will not be paid for the holiday unless the employee's absence is excused. However, if an employee is laid off for the period between the end of the fall semester and the beginning of the winter semester or during spring break because of lack of work, the employee will receive the same holiday pay given to the rest of the employees, if applicable.

Section D

Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the hours normally scheduled. There will be no seasonal bonus day pay for temporary employees. Temporary employees will not qualify for holiday benefits except as provided for in Article 14, Section B, Item 2.

Section E

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, 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 the designated holiday.

Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday as provided in Section A of this Article. 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 his/her holiday pay in addition to the time and one-half for the time worked.

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

ARTICLE 21

ANNUAL LEAVE

Section A Accrual

Annual leave with pay is based on an employee's length of continuous employment and accrues at the following rate:

<u>Length of Continuous Service</u>	<u>Accrual Per Pay Period</u>	<u>Days Per Year</u>	<u>Maximum Accrual Days</u>
Zero (0) through twelve (12) months	1.54 hours	5	7.5
Thirteen (13) through forty-eight (48) months	3.08 hours	10	15
Forty-nine (49) through ninety-six (96) months	4.62 hours	15	22.5
Ninety-seven (97) through one hundred and forty-four (144) months	6.15 hours	20	30
One hundred and forty-five (145) months or more	7.70 hours	25	37.5

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

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

Employees regularly scheduled to work at least twenty (20) hours per week on a continuous basis will be entitled to annual leave proportionate to the time actually worked.

Years of service must be consecutive and an employee will be given credit only for time actually worked in meeting the requirements of this annual leave plan.

An approved leave of absence for military service will not be counted as a break in the employee's service record when determining the employee's vacation allowance under this annual leave plan.

Section B Eligibility

Annual leave may be taken by an employee after the completion of six (6) months of employment. To determine the annual leave accumulation, the number of months worked are multiplied by the monthly annual leave allowance. It is possible to postpone annual leave from one year to another; however, the maximum accumulation per employee is as specified in Section A.

An employee with seniority who is disabled as specified in Article 28 but is not eligible for disability benefits shall use annual leave prior to the completion of six (6) months of employment.

Section C Pay in Lieu of Annual Leave Time

An employee will receive pay in lieu of paid annual leave time (i.e. without taking actual time off from work) only after completion of the first six (6) months of employment and then only under the following circumstances:

1. Retirement; or
2. Cessation of employment, including layoff; or
3. Death, in which case the pay for unused annual leave will be paid to the beneficiary or the estate of the deceased employee; or
4. Will be at the request of the employee and only if it benefits the University and must be approved by the supervisor and Director of Human Resources. All requests must be for a minimum of ten (10) days or eighty (80) hours and an employee must have a minimum of ten (10) days or eighty (80) hours of accrued annual leave.

Section D Pay for Accrued Annual Leave Time

1. Pay for annual leave time shall be at the employee's hourly base rate at the time annual leave is taken, times the number of paid annual leave time scheduled and used.
2. Pay in lieu of annual time shall be at the employee's hourly base rate, at the time the event set forth in Section C occurs, times the number of hours of accrued annual leave time.

Section E Scheduling of Paid Annual Leave Time

Annual leave will be taken at the convenience of the University, conforming with the requirements of the individual departments. An employee should consult with the employee's supervisor at an appropriate time each year concerning the employee's annual leave allowance and the time the employee wishes to be scheduled.

In the event of a dispute regarding the choice of annual leave time, whenever possible the seniority employee will be given his/her choice of annual leave.

Departments which experience "slack" or down" periods may encourage that vacation time be used during these periods. The minimum increment to be so used is one (1) day.

If a legal holiday falls within an employee's annual leave, the employee will be given an extra day, the time to be arranged with the employee's supervisor.

An employee who is on annual leave 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.

ARTICLE 22

PERSONAL LEAVE DAYS

For the purpose of attending to, or caring for personal matters during the course of the fiscal year (July 1 to June 30), full-time employees after serving six (6) months or more of continuous service shall be granted three (3) personal leave days to be used during the fiscal year, at such time as the employee arranges with the employee's supervisor's permission, as described below.

To receive pay an employee shall request permission from the employee's supervisor to use personal leave at least two (2) days prior to utilization. In proper cases exceptions may be made.

Personal leave days shall be utilized and charged to employees in increments of not less than four (4) hours.

Personal leave days do not accrue from one fiscal year to another, nor is pay received in lieu of personal leave days, nor may personal leave days be used immediately preceding or following annual leave. In proper cases, exceptions to this policy will be made provided that the reason for the request is given to the supervisor.

ARTICLE 23

FUNERAL LEAVE PAY

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. In the case of an employee's parent, spouse or designated individual, or child, five (5) days will be permitted. Whenever a death occurs outside of the normal commuting distance, additional days as agreed by Management and the employee will be granted to an employee to be deducted from annual leave, or without pay at the option of the employee.

Definition of Immediate Family:

The immediate family shall be interpreted as including: spouse or designated individual, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, stepfather, stepmother, half brother, half sister, and dependent persons (foster children or relatives residing in the home).

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.

One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece of the employee or employee's spouse.

Permission will be granted to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or former employee, 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.

ARTICLE 24

JURY DUTY

An employee with seniority who serves or is called and reports for jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee shall report for regular University duty when temporarily excused from attendance at court. Persons assigned and working the second or third shifts will receive time off work equal to the time spent on jury duty. 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.

ARTICLE 25

LEAVES OF ABSENCE

Section A 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 with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay under Article 19 and annual leave payments under Article 21 shall be granted a leave of absence without pay upon request in writing and furnishing evidence of disability satisfactory to the University.
- b. The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months, unless extended, at the sole discretion of the Employer, for a period up to the length of seniority or two (2) years whichever is shorter at which time the employee will lose seniority in accordance with Article 14, Section D, Item 5.
- c. Seniority of employees shall not continue during leaves of this provision, except as specified under Article 19, Section F. The Employer will provide hospitalization, dental, and optical insurance, if applicable, and one (1) times regular annual salary as group life insurance as provided by our carriers for those employees who are on an approved leave of absence due to sickness or disability including those receiving Workers' Compensation benefits. However, those employees who have family dental insurance and/or supplemental life insurance are responsible for contacting the Human Resources Department regarding maintaining payments at the employee's expense.

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 28. 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 28.

Section B Personal Leave

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

Section C Family and Medical Leave (FMLA)

An employee is eligible for a FMLA leave if he/she has been an employee for at least twelve (12) months and has worked 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.

Subject to the notice and certification requirements described below, an eligible employee 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 employee and to care for such child.
- b. For the placement of a child with the employee for adoption or foster care.
- c. To care for a spouse or designated individual, child, or parent of the employee if the former has a serious health condition, or
- d. Because of a serious health condition of the employee, which renders the employee unable to perform the functions of the employee's position.
- e. 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 employee who returns from leave to the accrual of employment benefits during the period of the leave or to any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Employees 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 employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

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 employee 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 employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Sections (c) or (d) above, or other circumstances beyond the employee's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.

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 employee is first required to exhaust any available paid vacation leave and necessity leave (e.g., family care leave, personal leave days). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

If the requested leave is due to the employee's serious health condition, the employee is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

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, an employee who requests a leave at the start of the twelfth month (of the twelve- [12] month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12)-month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12)-month period to care for the employee's child or spouse or designated individual who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

An eligible employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Director of Human Resources not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for herself/himself, the employee's spouse or designated individual, child or parent, should notify, in writing, the Director of Human Resources as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such an employee must also give at least thirty (30) calendar days' written notice, unless impractical in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the employee is needed for such care.

If the requested leave is because of a serious health condition of the employee which renders the employee unable to perform the functions of the employee's position, the employee may be required to file with the Employer the physician's or health care provider's statement as allowed by the FMLA.

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

An employee on an approved leave under this policy must report to the Director of Human Resources every four (4) workweeks regarding his status and intent to return to work upon conclusion of the leave.

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

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

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.

Section D Military Leave

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

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.

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.

Section E Leave for Union Business

Members of the Union elected to Local Union offices or elected or selected to positions within the Council which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. The employee agrees to provide the University with a minimum of fourteen (14) calendar days' notice of their intent to return to the University if returning prior to the expiration of the leave. A leave for Union Business is limited to a maximum of two (2) years for each employee during their tenure at the University.

Upon their return, they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year, the University may require an employee to undergo and successfully pass a physical examination before returning to work at the expense of the University.

Section F Union Educational Leave

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed four (4) employees at any one time for a combined total of twenty-two (22) working days per contract year during the term of this contract. Such absences under this Section shall be approved if not less than five (5) working days' notice is given to the employee's supervisor and provided that the employee's absence will not unreasonably interfere with the University's operation. An immediate conference shall be held between the Union and Management if in the Union's opinion such leave has been unreasonably withheld.

Section G Educational Leave for Veterans

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

Section H Return to Active Employment

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 him to active employment.

In addition, and in order to be eligible to return to active employment, an employee returning from an illness or disability leave of absence must provide a statement from the employee's physician releasing the employee to return to work. The assignment upon return from a personal leave will be dependent upon the vacancies available within the same classification.

If a vacancy within the same classification and pay grade does not exist, the employee will have the right to displace the least senior employee in the same classification.

If the employee does not return to the University when a vacancy exists, or does not exercise his/her seniority, the employee's employment shall be terminated.

In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory completion of service and apply for reinstatement within time limits specified by federal law.

Section I General Conditions

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

Application for extension of leaves of absence must be made prior to expiration of leave.

Except as provided under Section A, Illness or Disability Leave, the employee must contact the Human Resources Department regarding maintaining payments for hospitalization, life insurance, dental, and optical insurance, if applicable, during the leave period.

The employee will not receive pay for the holidays falling within the leave of absence.

The employee will not accrue annual leave or seniority while on an unpaid leave of absence.

ARTICLE 26

GROUP LIFE INSURANCE

The Employer shall provide a term life insurance policy equal to one (1) times annual rate (hourly rate times 2,080 hours or its equivalent) to the next thousand dollar increment with a minimum of \$5,000 with an Accidental Death and Dismemberment rider for an equal amount for all employees who are regularly scheduled to work at least twenty (20) hours per week on a continuous basis. Employees must complete and file an application in accordance with the carrier's regulations.

Employees may, at their expense, apply for additional coverage up to three (3) times their annual base salary rate. Additional optional insurance may be obtained at the employee's expense for the employee's spouse and/or dependent children. The amount for the spouse may be up to \$15,000 and for dependent children up to \$10,000.

This policy is subject to change due to University policy, our carrier's regulations, and the requirements of the State Insurance Commission.

The Employer'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 rules and regulations.

ARTICLE 27

HEALTH, DENTAL, AND OPTICAL BENEFIT

Section A Health Benefit

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

2007-2008 average cost up to \$9,747
2008-2009 average cost up to \$10,400
2009-2010 average cost up to \$11,128

If the average cost is less than the amounts specified above, the difference will be considered savings and accrue to the benefit of the bargaining unit members. The total savings will be computed based on the average number of bargaining unit members covered during the health plan year. Any savings accrued will be carried forward and applied to excess costs in subsequent years as specified below:

Any average cost among all covered employees exceeding the amount specified in 2007-2008 will be paid by the bargaining unit members up to a maximum of \$1,200. Any costs in excess of the maximum bargaining unit member contribution will be covered by the Employer.

Any net savings carried forward from 2007-2008 will be applied to any excess costs in 2008-2009. Any costs in excess of the applied savings will be paid by active bargaining unit members up to a maximum of 1,300 (including any savings carried forward). Any costs in excess of the applied savings and maximum bargaining unit member contribution will be covered by the Employer.

Any net savings carried forward from 2008-2009 will be applied to any excess costs in 2009-2010. Any costs in excess of the applied savings will be paid by active bargaining unit members up to a maximum of \$1,400 (including any savings carried forward). Any costs in excess of applied savings and maximum bargaining unit member contribution will be covered by the Employer.

Any net savings remaining at the end of the 2009-2010 contract year will be distributed to active bargaining unit members in a manner specified by the Union. Within thirty (30) days after the Employer has computed the savings, the bargaining unit will notify the Employer as to the method of distribution. The method of distribution cannot include an increase in base salaries, since the savings is a one-time savings.

When calculating the average cost per year for the hospitalization and medical program, the Union agrees to include \$2.50 per covered employee per year to help fund wellness activities of the Health Care/Wellness Committee. Northern Michigan University also agrees to contribute \$2.50 per covered employee per year for this purpose.

Average cost is defined as the total of claims or premiums, administrative fees, reinsurance, Employer's share of FICA, and stop loss premiums divided by the average number of University employees covered during the health plan year.

Section B Prescription Drug Card Program

The Employer agrees to provide a Prescription Drug Card Program with the following co-pays:

NMU Health Center – \$5 Generic/\$10 Nongeneric
Off Campus – \$10 Generic/\$20 Nongeneric
Mail Order – \$10 Generic/\$20 Nongeneric

Section C Dental Benefit

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.

Participation in the plan is optional for all eligible bargaining unit members. Participation in the plan will become mandatory when the dental plan of any other University employee group becomes a mandatory participation plan unless an employee is currently covered by another dental plan and provides proof of such coverage to the Employer and/or insurance carrier. Payroll deductions will be deducted in advance for coverage for the following month.

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

The Employer will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll employees, and to communicate with the insurance carrier regarding administration of the plan.

Section D Optical Benefit

The Employer will contribute the full cost per bargaining unit member of a family plan illustrative premium for eligible bargaining unit members for a defined optical 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 optical 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.

Participation in the plan is optional for all eligible bargaining unit members. Participation in the plan will become mandatory when the optical plan of any other University employee group becomes a mandatory participation plan unless an employee is currently covered by another optical plan and provides proof of such coverage to the Employer and/or insurance carrier.

Payroll deductions will be deducted in advance for coverage for the following month.

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

The Employer will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll employees, and to communicate with the insurance carrier regarding administration of the plan.

Section E Insurance Carrier Change

In the event that the Employer exercises its right to change carriers including third party administrators, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan.

Section F Flexible Spending Accounts

The Employer will establish flexible spending accounts and premium conversion plans for health, dental, and optical expenditures for insurance premiums and deductibles as allowable by law.

ARTICLE 28

DISABILITY PROGRAMS

Section A Short-Term Disability

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

1. Upon receipt of satisfactory medical evidence of disability (inability to discharge regular duties), the Director of Human Resources will authorize payment of seventy-five percent (75%) of the employee's regular salary and all of the employee's fringe benefit payments. Employees will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) short-term disability payment and full salary.
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.
3. An employee shall continue to accrue annual leave while using sick leave and personal sick leave reserve.
4. Once sick leave and personal sick leave reserve have been exhausted and the employee is placed on short-term disability, the employee shall cease to earn annual leave.
5. An employee who returns to work after having received short-term disability will be required to requalify for short-term disability benefits by working a period of twenty (20) work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Director of Human Resources in cases of very serious illness or disability. Exceptions shall be granted at the sole discretion of the Employer and any such decision to grant or deny any exception shall not be grievable.

Employees with seniority who are not eligible under the Long-Term Disability Insurance Program will be paid their regular salary rate until their sick leave, sick leave reserve, and annual leave have been exhausted. When sick leave, sick leave reserve, and annual leave is exhausted, an employee may apply for a leave of absence for illness or disability according to the provisions of Article 2625, except that the period of the leave of absence will not exceed the length of their seniority at which time their employment will terminate.

Section B Long-Term Disability

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

The 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. Disability payments, if approved, will commence the first of the month following six (6) months of disability. The sixty percent (60%) level is less any and all offsets (sick leave, short-term disability, social security, workers' compensation, etc.) as determined by the insurance policy.

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.

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

Seniority of employees shall not accrue while on long-term disability.

The University will provide hospitalization, dental, and optical insurance, if applicable, as provided in Article 28 and one (1) times regular annual salary as group life insurance as provided by our carriers for those receiving long-term disability benefits to a maximum of two (2) calendar years.

Employees who receive benefits under the Long-Term Disability Insurance Program will be considered to be on a disability leave and are subject to the conditions as specified under Article 2625, Section A to a maximum of two (2) calendar years, at which time employment shall be terminated.

Section C Return To Work Accommodations

Employees who have been off of work due to illness, injury (including work-related injury), or disability and who are released to return to active employment by their treating physician must present the Director of Human Resources, or the Director's designee, with the Employer provided form completed by the physician.

If return to work restrictions are identified by the physician, the Employer will determine whether reasonable accommodations are available or are required in accordance with applicable state and/or federal law. If the Employer is unable to accommodate an employee's return to work, the employee and the Union president shall be notified of such determination. The Union may request a special conference to discuss the matter. The Employer's decision shall be nonarbitrable.

ARTICLE 29

RETIREMENT

All employees first hired prior to January 1, 1996 are required by legislative action to be members of the Michigan Public School Employees Retirement System (MPERS).

Employees first hired January 1, 1996 or later who are scheduled to work at least twenty (20) hours per week and complete the necessary applications within ninety (90) days of their date of hire will be members of Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF).

For those employees hired prior to October 1, 1998 who participate in TIAA-CREF, the University contribution to TIAA-CREF will be twelve and one-half percent (12.5%) of the first \$20,000 of salary and seventeen and one-half percent (17.5%) of any salary above \$20,000.

For those employees hired October 1, 1998 or later who participate in TIAA-CREF, the University shall contribute twelve and one-half percent (12.5%) of salary.

Employees regularly scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the University.

Any employee planning to retire should notify the Human Resources Department of such plans at least three (3) months in advance.

Effective January 1, 2000, the salary base for retirement contribution purposes will no longer include "in kind" payments (e.g., value of meals, lodging, personal use portion of an Employer-furnished vehicle, etc.).

Non-Other Retirement Plan (ORP)

Effective January 26, 2006, the University shall make contributions to the non-ORP with TIAA-CREF for MPERS 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, MPERS retirees, covered under the Non-ORP, the Employer shall contribute twelve and one-half percent (12.5%) of salary.

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

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.

ARTICLE 30

LONGEVITY PAY

All regular full-time employees hired prior to October 1, 1998 who are actively at work or on sick leave or annual leave as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payments. Prorated payments shall be made to those employees who are on Workers' Compensation or Short-Term Disability.

- a. Longevity pay shall be computed as a percentage of the employee's gross earnings for the prior calendar year (the year that ended on the December 31 preceding the October 1 eligibility date) as shown on the employee's Form W-2.
- b. Following completion of six (6) years of continuous full-time service on or before October 1 of any year according to the seniority list and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.
- c. Payments to employees who become eligible on or before October 1 of any year shall be due the first regular payday in the subsequent December.
- d. Prorated payments shall be made to those employees who retire under the University retirement plan based on the prior year's Form W-2. This also applies to those employees not under the retirement plan but who are sixty-five (65) years of age at the time of their separation. In case of death, longevity payments shall be made to the beneficiary as designated on the Authorization to Disburse Earnings and Allowances form on file in the Human Resources Department. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.
- e. No longevity payment as shown on the following schedule shall be made for that portion of an employee's yearly gross earnings which is in excess of \$8,000.
- f. Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
6 or more & less than 11 years	2% of annual wage
11 or more & less than 15 years	3% of annual wage
15 or more & less than 19 years	4% of annual wage
19 or more & less than 23 years	5% of annual wage
23 or more & less than 26 years	6% of annual wage
26 or more years	8% of annual wage

ARTICLE 31

ADDITIONAL BENEFITS

Section A University Bookstore Discount

All employees covered under this Agreement, their spouses, and dependents as defined by the I.R.S. shall be entitled to receive a twenty percent (20%) discount on all books purchased and a ten percent (10%) discount on all other items purchased from the Northern Michigan University Bookstore. These discounts shall not apply to sale items or cap and gown rentals and purchases.

It is agreed that once the other employee groups agree to eliminate the "benefit," Local 1094 will also agree to eliminate it.

Section B Tuition Scholarship

1. Tuition scholarship is awarded to employees, spouses, and dependent children (son, stepson, daughter, stepdaughter, and a legally adopted child), on a space available basis.
2. Employees, spouses, and dependent children as identified in Item #1 and in accordance with University policy, shall be allowed to take an unlimited number of credit hours per semester. Those who participate in this Program are not eligible to receive additional University-funded scholarships or grants.
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. Employees may bring courses to the attention of their supervisor that are designed to facilitate staying current in areas relevant to their current job assignment and to facilitate movement within the University.
4. No employee on a leave of absence (except those receiving long-term disability benefits) or their spouse or dependent children as identified in Item #1 and in accordance with University policy, shall receive such a scholarship unless it is approved by the Director of Human Resources prior to the commencement of such leave.
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 Item #1 and in accordance with University policy, who are participating in the Tuition Scholarship Program as specified above at the time of the employee's death may continue in the Program until completion.
6. In the event of death to an employee who had at least fifteen (15) years of service at NMU, the surviving spouse, as long as he/she does not remarry, and the dependent children as identified in Item #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.
7. Northern Michigan University will abide by state and federal laws regarding the taxability of tuition benefits.

Section C 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.

ARTICLE 32

SAFETY

Two (2) members of the Union shall be representatives on the University Safety Committee. This Committee shall meet periodically during regular working hours for a period not to exceed two (2) hours for the purpose of serving as the central clearinghouse for all issues related to safety. As of 1989, the University Safety Committee acts as an advisory group to the University administration for apprising them of potentially unsafe procedures, practices or conditions; and developing and implementing recommendations for controlling or correcting problems. The Committee is charged to review compliance with current rules, codes, and regulations, discuss accident prevention methods, safety education and training, compliance inspections and investigations, hazardous material storage and removal, and compliance with the Right to Know Law. The Committee is also charged to discuss, evaluate and implement recommendations on various safety related issues brought to the attention of Committee members.

ARTICLE 33

DISCIPLINE

- A. Employees will be informed as to the nature of business for which their supervisors may require their presence for a meeting. If the nature of the business is for disciplinary action or reprimand of a serious nature, the employee will have the right to representation by his Chief Steward or in the absence of the Chief Steward the Local Union President if the employee so requests.
- B. The Employer shall not discharge employees or take other disciplinary action without just cause. When administered, it will be done in a fair and equitable manner.
- C. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward of the district, the Chief Steward and the Local Union President of the discharge or discipline.
- D. A discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district, and the Employer will make available an area where the employee may do so before the employee is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the employee and the employee's Steward. Exception may be made to this provision when immediate action is taken by the University to remove an employee from the premises in cases involving violence or willful destruction of property.
- E. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, the discharge or discipline will be a proper matter for the grievance procedure and will be submitted in writing to the third (3rd) step of the grievance procedure within ten (10) working days of receiving the notice of discharge or discipline.
- F. Use of Past Records. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions written and on file in the employee's personnel file that is maintained in the Human Resources Department that occurred more than two (2) years previously unless the infractions include suspensions of three (3) or more days in which case the Employer may use past records that occurred three (3) years previously.

ARTICLE 34

GRIEVANCE PROCEDURE

Section A Union Representation

The number of representation districts in the unit shall be the agreed upon number. Unit wide, as used in this Agreement, shall mean the total bargaining unit. The Employer and the Union may redistrict the unit from time to time by agreement. Districts, as used in this Agreement, shall mean an agreed upon area of the Employer for the purposes of establishing Steward representation districts.

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.

Current representation districts are: District 1, Quad 1 and Quad 2; District 2, University Center Quad and University Apartments; District 3, Facilities & Intercollegiate Athletics and Recreational Sports Departments - First Shift; District 4, Facilities & Intercollegiate Athletics and Recreational Sports Departments - Second Shift; District 5, Facilities & Intercollegiate Athletics and Recreational Sports Departments - Third Shift; District 6, Facilities Department - Grounds, Trades, Power Plant; and District 7, Public Safety and Police Services.

Section B Stewards

1. In each district, employees in the district shall be represented by one (1) Steward who shall be a regular employee and working in the district.
2. 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 investigate and present grievances to the Employer, upon having received permission from the Steward's supervisor to do so. The supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference and/or disciplinary action.
3. A Chief Steward may be designated to investigate and discuss grievances with district supervisors and/or district Stewards prior to reducing the grievance to writing. In the absence of the Chief Steward, the Local President may act as the Chief Steward. The Chief Steward or the Local President in the Chief Steward's absence may leave work during working hours without loss of pay based on the understanding that his/her supervisor has granted him/her permission to leave work, that the time will be devoted to the prompt handling of legitimate grievances and that he/she will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference and/or disciplinary action.
4. The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

Section C Employee Grievance

A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the Employer and any employee concerning (1) his employment and (2) the interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section F; except that the Union President or the Union President's designated representative may submit a grievance on behalf of an aggrieved employee, beginning at Step 1 of the grievance procedure, provided the grievance is submitted within ten (10) working days following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance and the aggrieved employee refuses to process his/her grievance. Such a grievance by the Union President must set forth the reasons the Union President is processing the grievance. In proper cases exceptions may be made if mutually agreed upon by the

Union President and the Director of Human Resources or their designees.

Section D Group Grievance

A group grievance shall be defined as one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group. In the event that employees have a group grievance, it shall be sufficient if one (1) employee or their Steward or Chief Steward submits the grievance on behalf of all named and similarly affected employees. Such group grievances shall begin at that step of the grievance procedure where all affected employees have a common Employer representative.

Section E Union Grievance

A Union grievance is defined as a disagreement, other than one which can be processed under Section C or D above, arising under and during the term of this Agreement, between the University and the Union concerning the interpretation and application of the provisions of this Agreement on a question which is not an employee grievance.

In the event that the Union has a grievance, it shall begin at Step 3 of the grievance procedure, provided the grievance is submitted within ten (10) working days following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the Union President or the Union President's designated representative.

Section F Presenting a Grievance

Any employee or groups of employees having a grievance in connection with his/her or their employment shall present it to the Employer as follows and provided that no grievance shall be considered unless it is presented to the first step of the grievance procedure by the employee or Steward, within ten (10) working days of the time the employee or the Union has obtained knowledge of its occurrence. In no event shall monetary adjustments of a grievance cover a period prior to one hundred and twenty (120) calendar days before the filing of a written grievance.

Grievances which by their nature are not capable of being settled at a preliminary step of the Grievance Procedure may, by mutual agreement between the Director of Human Resources or the Director's designee and the Union President or the Union President's designee, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated or where the requested relief could be granted.

STEP 1

If an employee believes he/she has a grievance, the employee should first discuss the matter with the employee's immediate supervisor. In the event the employee is not satisfied with the supervisor's disposition of the matter, the employee may refer the grievance to the Steward of the employee's district. If the Steward believes that the employee has a legitimate grievance, the Steward may begin the formal process by presenting the written grievance to the supervisor.

The supervisor will meet with the Steward within a reasonable period of time and will give his/her written answer within five (5) working days of the meeting.

STEP 2

If the grievance is not thereby resolved, the employee and the Steward may confer with the Chief Steward, and then present the written grievance to the administrative head of the unit or division within five (5) working days of the Step 1 written answer.

The administrative head of the unit or division will give his answer in writing within five (5) working days of receiving the written grievance.

Section G Arbitration

STEP 3

1. Pre-Arbitration Conference

If the representatives of the Employer and the Union representatives do not dispose of the matter at Step 2 of the Grievance Procedure and the Union believes that the matter should be carried further, it shall then refer the matter to

Council No. 25. The representatives of the Council as well as the Local President and/or Chief Steward shall meet with the Director of Human Resources and Employer representatives for the purpose of attempting to resolve the dispute(s), provided that such meeting will be requested in writing within fifteen (15) working day from the date of the Step 2 answer. The Employer will respond in writing to the Union within fifteen (15) working days of the pre-arbitration conference.

2. If, as a result of the pre-arbitration conference the dispute(s) remains unsettled, and the Council wishes to carry the matter further, Council No. 25 will, within thirty (30) working days from the date of the Employer's Step 3 response, assign a Council log number to the grievance, name and notify the appropriate arbitrator from the panel, and notify the Director of Human Resources, or the Director's designee, by certified mail that the grievance is going to arbitration. The date of notice will be the date of the postmark. The notification to the arbitrator will be by a mutually agreeable form letter and will include both the Employer and the Council grievance numbers and the subject of the grievance.

The arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association to the extent they are applicable given these procedures.

3. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
 - a. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
 - b. No grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned at his regular rate less any payment the employee may have received from unemployment compensation during the period of suspension or discharge from employment with the University.
 - c. The arbitrator's decision shall be final and binding upon the University, the Union and the employee or employees involved. The Union will discourage any attempts of its members in any appeal to any court or labor board from a decision of any arbitrator.
 - d. The expense for the arbitrator shall be shared equally between the Employer and the Union.
 - e. Each party shall be responsible for compensating its own representatives and witnesses in an arbitration hearing. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party.
 - f. After a case has been referred to the arbitrator, the case may not be withdrawn except by the mutual consent of both parties.

4. Arbitrator Panel

Contingent upon acceptance of the appointments by the arbitrators, the following panel of arbitrators will be utilized:

John Lyons

Mark Glazer

Paul Glendon

William Daniel

Mario Chiesa

5. Arbitrator Selection Process

The Employer and the Union shall select an arbitrator from the panel of arbitrators on a rotating basis. The arbitrators shall be placed on the panel in the order identified above. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. After an arbitrator has been assigned a grievance, his/her name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his/her name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates). If the arbitrator is unable to offer a hearing date within twelve (12) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list if that arbitrator is available to hear the grievance sooner.

If none of the arbitrators is available to hear the grievance within twelve (12) months after selection, the parties shall jointly submit the grievance to the American Arbitration Association and thereafter it shall be handled in accordance with the Voluntary Labor Arbitration Rules.

The parties may mutually agree to remove an arbitrator from the panel and select a new arbitrator. If this occurs, joint written notice shall be sent to the arbitrators.

Section H General Conditions

1. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half ($\frac{1}{2}$) hour immediately preceding a meeting with the representatives of the Employer for which a request has been made.
2. The Local President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her supervisor to do so. The supervisor will grant permission and provide sufficient time to the Local President or his/her representative to leave work for these purposes subject to necessary emergency exceptions. The privilege of the Local President or his/her representative leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
3. A grievance that is not appealed from one step to another within the time limits allotted shall be considered settled on the basis of the Employer's last answer and not subject to further review.
4. A grievance not answered within the specified time limits by the Employer may be submitted to the next higher step of the grievance procedure.
5. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one (1) or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
6. Time limits on answers may be extended with the mutual consent of both the Union and the Employer, provided that such a mutual extension shall be verified in writing by both parties within five (5) working days of the granted extension.
7. For purposes of this Article, working days shall mean Monday through Friday excluding Saturday, Sunday, and holidays as recognized by the Agreement.

ARTICLE 35

SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and/or Chief Steward and the Employer or its designated representative 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) calendar days excluding Saturdays, Sundays and holidays, from the date of receipt of the written request for such Conference. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE 36

MISCELLANEOUS

Section A Working Supervisors

1. It is the policy of the University that supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees that there is no violation of the policy herein stated.
2. Additionally, it is understood that, in emergency situations when regular employees are not available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of material or equipment, or when regular unit employees do not have the ability to do the work. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned.

Section B Subcontracting

If the Employer wishes to subcontract work presently performed by bargaining unit employees, the Employer shall notify in writing the Union President or in the Union President's absence the Chief Steward of the proposed course of action and, if requested, provide the Union with relevant information thereon. In the event that subcontracting may result in the layoff of a bargaining unit member, the Employer will provide the Union with thirty (30) days' notice and will supply the Union with relevant information.

Section C Parking Fees

The Employer 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.

Section D Uniform Allowance

All employees in the bargaining unit will receive \$100 per year as a uniform allotment, payable the last payday in September. With the exception of Dining and Police Services, all employees will be required to wear University-supplied shirts and employee-supplied pants. University-supplied clothing will be cleaned by the University and all other clothing will be maintained by the employee. The University reserves the right to require that the pants worn by the employee present an appropriate appearance.

New employees will be given a uniform allotment of \$100 at the end of the probationary period. No employee will receive more than a \$100 allotment in a one (1)-year period. First year employees will receive a prorated uniform allotment on the last payday of September after hire equal to \$8.33 per month for the months since the date they ended their probationary period. For example, an employee hired in March completes his/her probationary period in June. The employee would then receive a \$100 allotment. The following September the employee would receive a \$24.99 allotment.

The only exception to the preceding paragraphs is Dining Services' and Public Safety and Police Services' employees who will continue to have their uniforms furnished and maintained by the Employer at the discretion of the Department Head.

Section E Use of Student Employees

Northern Michigan University and Local 1094, American Federation of State, County and Municipal Employees, recognize and agree that the employment of students is a part of the total employment program and recognize the necessity of employing students during the vacation periods including summer vacation.

Northern Michigan University recognizes its obligation to its full-time regular employees. Therefore, it will be the policy of Northern Michigan University to limit the offer of employment opportunities to student labor when all regular full-time employees who desire to work are working and they will not be hired to replace regular employees who can do the job under consideration.

It is further understood that student labor normally will be limited to students of Northern Michigan University and who shall be placed in positions traditionally held by students. Applicants will be referred to departments for approved openings in the same nondiscriminatory manner as is used for regular employees.

This section does not in any way hinder the University from hiring other temporary employees as defined in Article 1, Section B.

Section F Use of Retired Employees

The University may use up to a maximum of fifty (50) retired employees to work in Dining Services' positions which are ordinarily filled by student employees. Such employment will be on a part-time basis (up to a maximum of twenty (20) hours per week) and shall be at the student pay rate. AFSCME retirees would be given first priority for these positions, then NMU retirees, then other retirees. No retiree would be able to work if any AFSCME employee who wanted to work such a position was on layoff status.

Section G Use of Qualified Individuals with Disabilities

In the event the University receives a grant from any outside funding agency to employ qualified individuals with disabilities, the University may place up to a maximum of five (5) such employees in newly created grant positions. The rate of pay would be negotiated with the funding agency but will not exceed AFSCME pay rates.

Section H Inclement Weather

AFSCME employees are considered essential personnel and a vital part of Northern Michigan University. Therefore, on those days when the University officially closes, AFSCME employees, if scheduled, are to report to work. Any employee who finds it impossible to report to work due to inclement weather must notify the employee's supervisor or Public Safety and Police Services prior to the start of his regularly scheduled shift and may use a personal leave day to cover such absence without prior notification, or may use accrued annual leave or floating seasonal bonus day, if applicable. In cases where the police have closed roads making it impossible to travel to the University, employees so affected will suffer no loss of pay. Those employees who do report to work/campus will be given equivalent time off with pay to be arranged with their supervisor.

Section I Master Agreement

The Employer shall post an electronic copy of this Agreement on the Human Resources web site after ratification by the Union membership and approval of the Board of Trustees.

Section J Union Meetings

For the purpose of attending the regular monthly Union meeting, employees working during the time the meeting is scheduled may ask their supervisor for one (1) hour off to attend the meeting. The supervisor may deny the request for reasons such as operational needs or emergency requirements. If the request is granted, an employee must make up the time at either the beginning or end of the shift on the day of the meeting.

ARTICLE 37

SUPPLEMENTAL AGREEMENTS

The provisions herein contained, the supplemental letters specified therein, and the appendices hereunto attached constitute the entire Agreement between the parties.

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE 38

BARGAINING COMMITTEE

The Bargaining Committee shall consist of the Executive Board, and one other member, for a total of seven (7). There will be two (2) alternates that will function only when a Committee member is absent.

Members of the Bargaining Committee who are scheduled to work during regularly scheduled negotiation sessions shall be given released time with pay to attend such sessions once negotiations to modify this Agreement begin. However, no overtime will be paid for attendance at negotiations unless otherwise agreed to by the Employer.

ARTICLE 39

TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2007, and shall remain in full force and effect until and including September 30, 2010, when it shall terminate. This Agreement shall not be extended beyond 11:59 p.m., September 30, 2010, except by written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party not less than sixty (60) nor more than ninety (90) days prior to October 1, 2010.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: _____

COUNCIL NO. 25 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES'
UNION (AFL-CIO), LOCAL 1094

ON BEHALF OF THE NORTHERN MICHIGAN
UNIVERSITY BOARD OF TRUSTEES

Michael Barrett
President

R. Gavin Leach
Vice President for Finance and Administration

Peter Dompierre
AFSCME Staff Representative, Council No. 25

NORTHERN MICHIGAN UNIVERSITY
BARGAINING COMMITTEE

Martin Casey
Bargaining Committee Member

Lynne Sundblad
Chief Negotiator and Assistant Director of
Human Resources

Ryan Healy
Bargaining Committee Member

Julane Cappo
Human Resources Specialist I

Russell Kangas
Bargaining Committee Member

Dennis Cieslinski
Director of Plant Operations-Facilities

Charles Norlin
Bargaining Committee Member

Thomas Helgren
Director of University Center

Arthur Pickering, Jr.
Assistant Director of Human Resources

William Ombrello
Bargaining Committee Member

Kristen Portale
Benefits Manager

Sherri Towers
Budget Director

Jeffry Smith
Bargaining Committee Member

Approved by the Board of Trustees on
December 14, 2007

Ratified by AFSCME - Local 1094 on
December 10, 2007

APPENDIX A

WAGES

Effective October 1, 2007, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 2007.

Effective October 1, 2008, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 2008.

Effective October 1, 2009, all active employees of the bargaining unit at Northern Michigan University will receive wages as set forth in the schedule of wage rates dated October 1, 2009.

All new employees will be hired at the probationary rate of the job. The probationary rate will be ten percent (10%) below the six (6)-month rate as set forth in the following schedules of wage rates.

The probationary rate will be paid for the length of the probationary period, one hundred and eighty (180) calendar days, except for Police Officers who shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their continuous employment and successful completion of the Basic Police School as now defined.

The wages shown in the schedules of wage rates will be paid to Dining Services' employees plus maintenance as specified by state law and such maintenance will be a regular payroll deduction, subject to change according to state regulations. All Dining Services' employees will be provided meals only in kitchens that are already operating, unless instructed differently by their immediate supervisor.

Schedule of Wage Rates - October 1, 2007

<u>Pay Grade</u>	<u>Classification</u>	<u>Probationary Rate</u>	<u>Six Month Rate</u>	<u>12 Month Working Rate</u>
F1	Food Service Worker I	\$10.40	\$11.56	\$12.78
F2	Food Service Worker II Barista Specialist	11.42	12.69	14.03
1	Buildings & Grounds Attendant	11.47	12.74	14.09
2	Housekeeper - Kaye House Warehouse Attendant	12.92	14.35	15.88
3	Apprentice Relief/Special Projects Workers Mechanic I Facilities Maintenance Attendant	13.78	15.31	16.92
4	Heavy Equipment Operator/Landscaping Specialist Steam Plant Operator/Controls Technician	14.92	16.58	18.36
5	Trades Specialist I	15.72	17.47	19.33
6	Mechanic II Plumber/Pipefitter/HVAC Repair Trades Specialist II	16.37	18.19	20.16
7	Senior Electrician Welder	17.67	19.63	21.73
P1	Security Police Officer	9.38	10.42	11.48
P2	Police Officer	16.07	17.85	19.78
P3	Police Specialist	16.89	18.77	20.78

Schedule of Wage Rates - October 1, 2008

<u>Pay Grade</u>	<u>Classification</u>	<u>Probationary Rate</u>	<u>Six Month Rate</u>	<u>12 Month Working Rate</u>
F1	Food Service Worker I	\$10.67	\$11.85	\$13.10
F2	Food Service Worker II Barista Specialist	11.71	13.01	14.38
1	Buildings & Grounds Attendant	11.75	13.06	14.44
2	Housekeeper - Kaye House Warehouse Attendant	13.24	14.71	16.28
3	Apprentice Relief/Special Projects Workers Mechanic I Facilities Maintenance Attendant	14.12	15.69	17.34
4	Heavy Equipment Operator/Landscaping Specialist Steam Plant Operator/Controls Technician	15.29	16.99	18.82
5	Trades Specialist I	16.12	17.91	19.81
6	Mechanic II Plumber/Pipefitter/HVAC Repair Trades Specialist II	16.78	18.64	20.66
7	Senior Electrician Welder	18.11	20.12	22.27
P1	Security Police Officer	9.61	10.68	11.77
P2	Police Officer	16.47	18.30	20.27
P3	Police Specialist	17.32	19.24	21.30

Schedule of Wage Rates - October 1, 2009

<u>Pay Grade</u>	<u>Classification</u>	<u>Probationary Rate</u>	<u>Six Month Rate</u>	<u>12 Month Working Rate</u>
F1	Food Service Worker I	\$10.96	\$12.18	\$ 13.46
F2	Food Service Worker II Barista Specialist	12.03	13.37	14.78
1	Buildings & Grounds Attendant	12.08	13.42	14.84
2	Housekeeper - Kaye House Warehouse Attendant	13.60	15.11	16.73
3	Apprentice Relief/Special Projects Workers Mechanic I Facilities Maintenance Attendant	14.51	16.12	17.82
4	Heavy Equipment Operator/Landscaping Specialist Steam Plant Operator/Controls Technician	15.71	17.46	19.34
5	Trades Specialist I	16.56	18.40	20.35
6	Mechanic II Plumber/Pipefitter/HVAC Repair Trades Specialist II	17.24	19.15	21.23
7	Senior Electrician Welder	18.60	20.67	22.88
P1	Security Police Officer	9.87	10.97	12.09
P2	Police Officer	16.92	18.80	20.83
P3	Police Specialist	17.79	19.77	21.89

APPENDIX B

JOB DESCRIPTIONS

All employees hired or promoted to a permanent position will be presented with a current job description by his immediate supervisor stating the normal duties and responsibilities of each position. When the University intends to make a revision in the text of any job description, the revision will be submitted to the Union for comment prior to implementation. The Union President will be contacted by the Human Resources Department to pick up the revision and sign a form acknowledging receipt.

The maintenance job descriptions will be approved by the Director of Facilities, the Director of Housing and Residence Life, the Director of Athletics/Associate Vice President of Athletics and Recreational Sports, the Director of University Center, and the Director of Human Resources.

The Dining Services' job descriptions will be approved by the General Manager of Dining Services and the Director of Human Resources.

The Public Safety and Police Services job descriptions will be approved by the Director of Public Safety and Police Services and the Director of Human Resources.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN MICHIGAN University
AND
AFSCME - LOCAL 1094**

2007

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional body corporate (hereinafter referred to as the University), and the American Federation of State, County, and Municipal Employees' Union Local 1094 (hereinafter referred to as the Union), the recognized bargaining agent for food, maintenance, and police employees of the University, whereas, the parties agree as follows:

RE: TRAINING PROGRAM

A joint Union and Employer Committee will meet as needed to continue evaluation and modification of the Training Program including but not limited to the following:

1. Identification of classifications which potentially should be included; and
2. Identify Program scope.

COUNCIL NO. 25 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES' UNION
(AFL-CIO), LOCAL 1094

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Michael Barrett
President

R. Gavin Leach
Vice President for Finance and Administration

Dated: _____

Dated: _____

Peter Dompierre
AFSCME Staff Representative
Council No. 25

Dated: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
AFSCME – LOCAL 1094**

2007

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional body corporate (hereinafter referred to as the University), and the American Federation of State, County, and Municipal Employees' Union Local 1094 (hereinafter referred to as the Union), the recognized bargaining agent for food, maintenance, and police employees of the University, whereas the parties agree as follows:

1. Due to the success of the work schedule experiment for bargaining unit members in the Plant Operations Steam Plant Department, it is agreed that said work schedule arrangement will be extended for the period October 1, 2007 through October 1, 2010.
2. During this period of time, the University will schedule all of the bargaining unit members for twelve (12) hours per day with one (1) eight (8) hour per day shift during each eighty (80) hour payroll period.
3. The Union recognizes and reaffirms the right of the University to alter these schedules in conformity with the Master Agreement as well as to move employees to other shifts to cover vacancies created by long-term illnesses, vacations, training, etc.
4. The University reserves the right to terminate or suspend the work schedule arrangement if in its judgment the best interests of the University will be served. Before exercising its right to terminate or suspend the scheduling arrangement, the University will meet with the Union officials to try and resolve problems related to the scheduling arrangement.
5. The Union, on behalf of its bargaining unit members, agrees that overtime will be paid to bargaining unit members participating in this scheduling arrangement only after eighty (80) hours of work in one (1) payroll period.
6. Bargaining unit members will accrue annual leave as set forth in Article 21 of the Master Agreement after being compensated for forty (40) hours in the pay period. Usage of sick and annual leave time will be charged on an actual time used basis.
7. Bargaining unit members will observe holidays and seasonal bonus days as scheduled. If a holiday or a seasonal bonus day falls on a day when the bargaining unit members affected by this schedule arrangement are not regularly scheduled to work, the regular work day closest to that day shall be scheduled as a holiday or a seasonal bonus day and the time off with pay will be at eight (8) hours for the bargaining unit members. Bargaining unit members and supervisors may schedule holidays and/or seasonal bonus days at other times by mutual agreement.
8. All hours worked on a designated holiday or a seasonal bonus day shall be treated as holiday or seasonal bonus day time.
9. Bargaining unit members affected by this scheduling arrangement will accrue three (3) personal leave days (24 hours) as set forth in Article 22 of the Master Agreement.
10. It is understood that the above action does not establish a precedent with respect to the interpretation or application of the Master Agreement or any written supplement to it.

COUNCIL NO. 25 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES'
UNION (AFL-CIO) LOCAL 1094

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Peter Dompierre, AFSCME Staff Representative

R. Gavin Leach
Vice President for Finance & Administration

Dated: _____

Dated: _____

Michael Barrett, President

Dated: _____

**LETTER OF AGREEMENT
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
AFSCME – LOCAL 1094**

This Letter of Agreement is executed between Northern Michigan University, a Michigan constitutional body corporate (hereinafter referred to as the University), and the American Federation of State, County, and Municipal Employees' Union Local 1094 (hereinafter referred to as the Union), the recognized bargaining agent for food, maintenance, and police employees of the University, whereas the parties agree as follows:

RE: COMMERCIAL DRIVERS LICENSE (CDL) SUBSTANCE ABUSE PROGRAM

I. GENERAL GUIDELINES

1. The University and the bargaining unit agree to promote a drug and alcohol free work place through education, awareness and training resulting in a safe and productive work environment.
2. Drug and alcohol testing will be done in accordance with Department of Transportation (DOT) guidelines using DOT certified drug and alcohol testing laboratories.
3. Notification of testing and results will be done in a uniform confidential manner.
4. After testing positive an employee will immediately be removed from safety sensitive duties and a meeting will be scheduled as soon as possible with the affected employee, union representative and the Director of Human Resources, and/or the director's designee.
5. During the meeting, the employee will be advised of confirmation testing, return to duty testing, substance abuse evaluation and/or recommendation of treatment; potential work/duty accommodations; discussion of financial responsibilities and possible disciplinary action; and, any Medical Review Officer (MRO) recommendations.
6. Upon recommendation of the MRO to complete a substance abuse program as a result of a positive drug and/or alcohol test, it will be the responsibility of the employee to enroll, complete and finance such treatment.
7. A suspended employee will not be eligible to accrue annual leave while on suspension due to a confirmed positive drug and/or alcohol test result.
8. An employee who is required to take a reasonable suspicion test(s) is considered unqualified to work and placed on immediate suspension, without pay, pending results of his/her test(s). If the test results are negative and the employee has fully cooperated with the testing, reimbursement will be made for the time of the suspension.
9. An employee who refuses to participate in or fails to cooperate with testing procedures of a drug and/or alcohol test will be treated as a confirmed positive test and subject to Section III of the CDL Substance Abuse Program.
10. An employee who incurs a confirmed positive drug and/or alcohol test result will be placed on disciplinary review status as set forth below.
11. An employee who is required to submit to post-accident drug and/or alcohol testing may be assigned to non-safety sensitive duties or placed on nondisciplinary suspension while awaiting the post-accident test results.

II. POSITIVE ALCOHOL TEST RESULT

1. An employee who maintains a Commercial Drivers License (CDL) and has a confirmed breath alcohol content (BAC) test result equal to or greater than .02 percent but less than .04 percent will be subject to the following:

- he/she will be removed from duty for twenty-four (24) hours without pay, and
 - he/she will be subjected to six (6) additional alcohol tests in the subsequent twelve (12) months as determined by the University and will be considered to be on disciplinary review status in accordance with the CDL Substance Abuse Program.
2. An employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .04 percent but less than .07 percent will be subject to the following:
 - he/she will be removed from his/her duties for the remainder of the shift and for the subsequent consecutive five (5) working days without pay, and
 - he/she will enroll and complete a substance abuse program as recommend by a MRO, and
 - he/she will provide documentation to the Director of Human Resources, or the director's designee, indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to active duty, and
 - he/she will be subjected to six (6) additional alcohol tests in the subsequent twelve (12) months as determined by the University and will be considered to be on disciplinary review status in accordance with the CDL Substance Abuse Program.
 3. An employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .07 percent will be subject to the following:
 - he/she will be removed from his/her duties for the remainder of the shift and for the subsequent consecutive ten (10) working days without pay, and
 - he/she will enroll and complete a substance abuse program as recommended by a MRO, and
 - he/she will provide documentation to the Director of Human Resources, or the director's designee, indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to active duty, and
 - he/she shall be subject to a Last Chance Agreement in accordance with Section IV.
 4. If an employee fails to complete a substance abuse program, as a result of a positive alcohol test and recommended by the MRO, it will be treated as a confirmed positive BAC test and therefore follow the next step of the disciplinary procedure.
 5. In the event an employee, who is not subject to a Last Chance Agreement, registers a second confirmed BAC positive test equal to or greater than .02 percent but less than .04 percent in a twelve (12) month period, the employee will be subject to a ten (10) consecutive working day suspension without pay. An additional minimum of six (6) alcohol tests will be administered in the next twelve (12) month period as determined by the University.
 6. In the event an employee registers a second confirmed BAC positive test equal to or greater than .04 percent in a twelve (12) month period, the employee will be terminated from employment with the University.
 7. In the event an employee registers a third confirmed BAC positive test equal to or greater than .02 percent in a twelve (12) month period, the employee will be terminated from employment with the University.

III. POSITIVE ILLEGAL/CONTROLLED SUBSTANCE (DRUG) TEST RESULT

1. An employee who maintains a CDL and has a confirmed positive drug test will be removed from his/her duties for the remainder of the shift and subsequent consecutive ten (10) working days without pay. A non-positive test will be required prior to returning to active duty. The employee will be responsible for scheduling a return to work test at a DOT certified lab. If non-positive test results are not available at the conclusion of the ten (10) working day suspension period, the employee will be eligible to use his/her accrued annual and/or personal leave not to exceed fifteen (15) additional working days while waiting for test results to return.
2. An employee who maintains a CDL and has a confirmed positive drug test will be subject to the following:
 - enrollment in and completion of a substance abuse program as recommended by the MRO, and
 - a minimum of six (6) drug tests in the subsequent twelve (12) month period from the point of a positive test occurrence, and
 - a Last Chance Agreement in accordance with Section IV.

3. If an employee fails to complete a MRO recommended substance abuse program as a result of a positive drug test, it will be treated as a confirmed positive test and will result in immediate termination from employment with the University.

IV. LAST CHANCE AGREEMENT

An employee placed on a Last Chance Agreement will be subject to the following:

- a minimum of six (6) drug/alcohol tests subsequent to refusal to participate in a drug/alcohol test, and
- if the employee has a subsequent positive drug and/or alcohol test within a thirty-six (36) month period from the date of the prior positive test (or refusal to test), the employee will be immediately terminated from employment with the University, and
- the employee will be required to sign a receipt of said Agreement.

COUNCIL NO. 25 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES' UNION
(AFL-CIO), LOCAL 1094

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Michael Barrett
President of Local 1094

R. Gavin Leach
Vice President for Finance & Administration

Peter Dompierre
AFSCME Staff Representative, Council No. 25

Dated: _____

Dated: _____

PREFACE

The Board of Trustees of Northern Michigan University and Local 1094 of Council No. 25 of the American Federation of State, County and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to unlawfully discriminate.