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**Article 1**  
**DEFINITIONS**

- ASSOCIATION: In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the Michigan Employment Relations Commission (MERC) Certification of Representative, dated May 9, 1977.
- BUSINESS DAY: A day when the University is operating, excluding Saturdays and Sundays.
- CMU: In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.
- DEAN: In this Agreement, the term "dean" refers to academic deans, unless expressly stated otherwise.
- DEPARTMENT: In this Agreement, the term "department" refers to academic departments, the School of Accounting, the School of Broadcast and Cinematic Arts, the School of Health Sciences, the School of Music, the School of Rehabilitation and Medical Sciences, the Counseling Center, the Libraries, and Intercollegiate Athletics, unless expressly stated otherwise.
- NOTIFICATION: In this Agreement, unless the terms of any paragraph require written notification or notification in writing, such notification may be sent by email.

**Article 2**  
**RECOGNITION**

1. CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:
  - a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research;
  - b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons – except head coaches in football and men’s and women’s basketball;
  - c. All regular, part-time Central Michigan University faculty who hold faculty rank carrying at least a half-time teaching load.
2. The following are excluded: graduate assistants, coordinators, visiting faculty, head coaches in football and men’s and women’s basketball, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, assistant/associate vice presidents, vice presidents, vice provosts, the Provost, and the President.

**Article 3  
RIGHTS OF CMU**

1. CMU has the right to the general supervision of the institution and the control and direction of expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.
2. Such rights are by way of illustration, but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.
3. These rights shall be exercised so as to neither substantially expand responsibilities of bargaining unit members nor to conflict with this Agreement.

**Article 4  
RIGHTS OF THE ASSOCIATION**

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation, or interference because of membership in and support of the ASSOCIATION.
2. CMU will not aid, promote, or finance any collective bargaining agent that purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.
3. CMU will not give special advantage, not available to others of similar status or situation, to any person or group that has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.
4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.
5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice (ULP) charge, the ASSOCIATION has an election of a choice of remedies either to grieve or to file a ULP; but, it agrees it cannot do both simultaneously.

**Article 5**  
**UNION SECURITY**

1. In accordance with the terms of this Article, each bargaining unit member within thirty (30) calendar days of employment shall, as a condition of employment, join the ASSOCIATION or pay a service fee to the ASSOCIATION. The dues/service fee is assessed from the first day of employment.
2. ASSOCIATION Members. Bargaining unit members joining the ASSOCIATION shall pay dues to the ASSOCIATION in accordance with its policies and procedures.
3. Service Fee Payers. Bargaining unit members not joining the ASSOCIATION shall pay a service fee to the ASSOCIATION as determined in accordance with the Michigan Education Association Policy Regarding Objections to Political-Ideological Expenditures (the latest version of which is set forth herein as Exhibit A). The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
4. List of Members for Payroll Deduction. The following lists are required to process appropriate payroll deductions:
  - a. CMU will furnish the ASSOCIATION with a list of individuals who will cease to be members of the bargaining unit for the next academic year. This list shall be provided prior to the end of each Spring Semester.
  - b. CMU will furnish the ASSOCIATION with a list of continuing bargaining unit members and each member's base salary for the academic year just concluded. This list shall be provided no later than June 1 each year.
  - c. The ASSOCIATION will furnish CMU with a list of continuing ASSOCIATION members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than August 1 each year.
  - d. CMU will furnish the ASSOCIATION with a list of individuals who will join or re-join the bargaining unit since the previous Spring Semester. This list shall be provided no later than August 10 each year.
  - e. CMU will furnish the ASSOCIATION with a list of the bargaining unit members for the academic year. This list shall be provided no later than September 10 each year.
  - f. CMU will notify the ASSOCIATION within 20 calendar days of notification being received in Faculty Personnel Services whenever an individual comes into the bargaining unit, leaves the bargaining unit, or changes status as a full-time or part-time employee.
  - g. The ASSOCIATION will furnish CMU with a list of additional bargaining unit members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than October 1 each year.
  - h. When individuals come into the bargaining unit at times other than the beginning of the academic year, the ASSOCIATION shall furnish their names and the amounts to be

deducted by CMU for the collection of dues through payroll deduction. Such names may be submitted after October 1, but must be provided by April 15.

- i. The ASSOCIATION will furnish CMU with a list of additional bargaining unit members from whose paychecks the service fee shall be deducted and the amounts to be deducted. This list shall be provided no later than April 15 each year.
5. Payroll Deduction. CMU will deduct the appropriate amount of dues or service fee from the bargaining unit member's wages. Moneys so deducted will be transmitted to the ASSOCIATION, or its designee, no later than twenty (20) calendar days following each deduction.
- a. For continuing ASSOCIATION members identified by August 1, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first (1st) and continuing through the eighteenth (18th) pay period of each academic year.
  - b. For additional ASSOCIATION members identified by October 1, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifth (5th) and continuing through the eighteenth (18th) pay period of each academic year.
  - c. For ASSOCIATION members who come into the bargaining unit at times other than the beginning of the academic year, upon notification from the ASSOCIATION, deductions will be made in equal amounts beginning with the first check for which this is feasible and continuing through the eighteenth (18th) pay period of the academic year.
  - d. For service fee payers identified by April 15, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first check for which this is feasible and continuing through the eighteenth (18th) pay period of each academic year.
6. Non-payment of Dues or Service Fee. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the ASSOCIATION, upon written notification by the ASSOCIATION, CMU shall begin deducting in equal amounts from the bargaining unit member's wages and remit same to the ASSOCIATION beginning with the first check for which this is feasible and continuing through the eighteenth (18th) pay period of the academic year. Any delinquent amount, identified by the ASSOCIATION, shall be collected directly by the ASSOCIATION. Once the payroll deduction method of payment has commenced, it will be in effect for the remainder of the academic year. Should such involuntary payroll deduction become legally disallowed, CMU shall, at the written request of the ASSOCIATION, renegotiate this Paragraph.
7. Refunds. In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.
8. The ASSOCIATION agrees to indemnify and save CMU harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, CMU shall give timely notice of such action to the ASSOCIATION and shall permit the ASSOCIATION's intervention as a party, if the ASSOCIATION desires. If the

ASSOCIATION chooses to intervene, CMU agrees to give full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both trial and appellate levels.

**Article 6**  
**CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS**

1. For purposes of this Article,
  - a. "Dean," in Paragraphs 2 through 5, shall mean dean or other senior officer associated with the college;
  - b. "Chairperson" shall mean chairperson/unit director of the member's department/unit or chairperson of the member's department/unit committee having jurisdiction over reappointment, tenure, and promotion recommendations.
2.
  - a. In the Libraries, the conferences described below will include the bargaining unit member, the supervisor of the bargaining unit member, and the dean. Upon notification from the bargaining unit member, the chair of Library Governance will be invited to attend the conference to act in a role comparable to that of an academic department chairperson. If the conference is for assistance to the chair of Library Governance, and he/she so requests, the chair of the Libraries' Reappointment, Tenure, and Promotion Committee will be invited to attend the conference.
  - b. If the conference is for an academic department chair, then a past chair of the department, or the chair of the department's personnel committee, or, in the absence of either of the two, a tenured member of the chair's department will also attend the meeting.

**Conferences for Non-tenured Bargaining Unit Members**

3. Once each year, the bargaining unit member's dean shall have an individual conference with the non-tenured bargaining unit member (excluding bargaining unit members who have received notification of tenure or non-reappointment or who have resigned). The meeting shall be scheduled by the dean and shall also be attended by the chairperson. The dean, in scheduling the meeting, shall take into account those times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The dean shall provide at least two (2) weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within one week of the date originally scheduled. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.
4. The Article 6 meeting is intended to be developmental in nature and to assist the bargaining unit member's progress toward meeting the criteria, standards, and procedures existing at the department, college, and university levels which apply to that bargaining unit member's consideration for reappointment, tenure, or promotion. At least three business days prior to the meeting, the bargaining unit member shall provide to the dean and department chair her/his current curriculum vitae. At the meeting the dean will review with the bargaining unit member the criteria and standards for reappointment, tenure, or promotion. The chairperson shall review the existing information in the department records and inform the bargaining unit member to what extent he/she is or is not meeting the criteria and standards. In addition, the dean shall review the existing information in the office of the

dean and inform the bargaining unit member to what extent he/she is or is not meeting the criteria and standards established in conformity with this Agreement.

5. a. The dean shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to reappointment, tenure, or promotion consideration for that bargaining unit member. Within five (5) calendar weeks of the date of the conference, the dean shall furnish to the bargaining unit member a written statement of the extent to which he/she is meeting the criteria and standards, and a summary of questions asked by the bargaining unit member and responses to those questions furnished by the dean. The written statement also will summarize other matters discussed pertaining to the bargaining unit member's performance with regard to the criteria and standards. In the event the bargaining unit member desires the dean to reconsider her/his written statement, the bargaining unit member must furnish the dean, within four (4) calendar weeks of the date of receipt of the dean's written statement, with a statement that presents the bargaining unit member's alternative view and asks for reconsideration by the dean. The dean shall not be required to change her/his statement.
- b. Whether or not a change is made or requested, the bargaining unit member may under Article 11, paragraph 14, prepare a statement at any time to be placed in the bargaining unit member's personnel file.

#### **Conferences for Tenured Bargaining Unit Members**

6. Once every five (5) years, the bargaining unit member's dean shall have an individual conference with the tenured bargaining unit member. The meeting shall be scheduled by the dean and shall also be attended by the chairperson. The dean, in scheduling the meeting, shall take into account those times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The dean shall provide at least two (2) weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within one week of the date originally scheduled. If during the preceding five-year interval the bargaining unit member has received a positive decision for tenure, promotion, or a professor salary adjustment, that review may serve to fulfill this requirement unless the bargaining unit member or the dean wishes that a conference be held. The five-year timeframe shall begin anew as of the date of the tenure, promotion, or professor salary adjustment recommendation by the dean or the date of the individual conference, whichever occurs later in time. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.
7. At the meeting, the dean and chairperson shall:
  - a. Review the performance and achievements of the tenured bargaining unit member; and, if relevant, discuss any serious performance deficiencies which are perceived to exist.
  - b. For those seeking promotion or professor salary adjustment, review with the tenured bargaining unit member the criteria, standards, and procedures existing at the department, college, and university levels which apply to the member's consideration for promotion or professor salary adjustment and inform the member to what extent he/she is or is not meeting the standards and criteria established in conformity with this Agreement.
  - c. Offer assistance for the member's continuing professional development.



**Article 7**  
**INFORMAL MEETING**

Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings also shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.

**Article 8**  
**GRIEVANCE PROCEDURE**

1. CMU and the ASSOCIATION recognize that CMU provides methods for resolving disputes outside this Agreement. However, the procedures contained in this Article are the only procedures available to a bargaining unit member for resolving disputes with respect to the provisions in this Agreement. A matter grieved under the provisions of this Agreement may not be grieved under any other grievance procedure available at Central Michigan University, and a matter resolved under another grievance procedure at Central Michigan University may not be grieved under the provisions of this Article.
2. A grievance is a written allegation or written complaint which alleges a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws). Grievances shall be signed, presented, and processed as set forth below.
3. The person or persons who may bring a grievance are:
  - a. An individual bargaining unit member.
  - b. A group of two (2) or more bargaining unit members alleging the same violation. When a group grievance is brought, the ASSOCIATION will designate one (1) of the grievants to represent the group as a single spokesperson with the understanding that any resolution at Step Two (2): Formal Stage, or beyond, must have the concurrence of the ASSOCIATION.
  - c. ASSOCIATION.
    - 1) The ASSOCIATION may bring a grievance on behalf of all bargaining unit members as a single grievance where an alleged violation of the Agreement uniformly affects all the members of the bargaining unit, including an alleged known sum certain in damages for each bargaining unit member. The result of the grievance shall be binding on every bargaining unit member.

- 2) The ASSOCIATION may bring a grievance where an ASSOCIATION interest is at stake and does not involve money damages that would be paid to individuals in the bargaining unit.

d. CMU.

CMU may bring a grievance against the ASSOCIATION alleging a violation of this Agreement.

4. Definitions and General Provisions.

- a. "Grievant" means the ASSOCIATION, CMU, group, or individual who initiates a grievance.
- b. "Respondent" means the ASSOCIATION, CMU, group, or individual against whom the grievance is brought.
- c. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.
- d. The "first occurrence of the event giving rise to a grievance" for grievances relating to tenure and promotion means notification to the bargaining unit member of the Provost's decision not to make a positive recommendation to the Board of Trustees. The "first occurrence of the event giving rise to a grievance" for grievances relating to reappointment means notification to the bargaining unit member of the Provost's decision. For purposes of this Paragraph, notification of that decision means personal or certified delivery to her/him when the bargaining unit member is not teaching on campus.
- e. Faculty Personnel Services ("FPS"), or a successor administrative office as designated by the President of the University, is the office designated by CMU to handle grievances for CMU under this Agreement. The grievance shall be delivered to FPS. FPS is responsible for arranging mutually convenient times and locations among all parties for the purposes of Step One (1) and Step Two (2) grievance meetings under this Article.
- f. Upon request of the ASSOCIATION or the bargaining unit member, CMU shall share, in a timely manner, information relevant to the grievance which is disclosable under applicable state and federal laws.
- g. By mutual agreement, the grievance may be submitted to mediation at any step of this procedure. Any agreement reached in mediation shall be reduced to writing, signed by the parties, and shall serve as a binding resolution of the grievance. Failure to reach agreement in mediation shall reactivate the grievance at the same step it occupied prior to mediation.
- h. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit automatically refers the matter to the next level.

- i. The ASSOCIATION and CMU shall attempt to resolve all grievances prior to the ending of any academic year, and will meet during the Spring Semester of each year with a view to resolving current grievances.
- j. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.
- k. Steps in the grievance procedure may be waived upon mutual agreement.

### **Filing and Processing a Grievance**

#### **Step One (1): Informal Stage**

5. a. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to FPS and the ASSOCIATION a signed grievance prepared either by the grievant(s) or by the ASSOCIATION. However, where the “first occurrence of the event giving rise to the grievance” (see paragraph 4(d) above) shall have occurred between April 1 and July 31, the grievance must be filed not later than the end of the first week of classes of the following fall semester. A grievance may be filed when classes are not in session, and the Step 1 meeting may be scheduled when classes are not in session only if all parties agree. The grievance statement shall set forth:
  - 1) The specific acts that constitute the basis for the grievance,
  - 2) The Article(s) of the Agreement alleged to have been violated by the acts,
  - 3) An explanation that describes the manner in which the acts allegedly violate the identified language of the Agreement,
  - 4) The remedy requested, and
  - 5) Whether or not the grievant(s) wishes to have a representative of the ASSOCIATION present at meetings at this Step. If the grievant elects to waive her/his right to ASSOCIATION representation, it is nevertheless understood that all parties retain their rights under the Public Employment Relations Act (PERA).
- b. The purpose of including items 1)-4) above in this statement is to provide a basis for FPS’ investigation of the matter. The statement does not preclude either the addition of allegations or the removal of allegations at Step Two (2) of this procedure. Matters not delivered to FPS within the specified time limit are ended.
6. Within ten (10) days of delivery of the written grievance, the grievant shall meet with a representative of FPS, and a representative of the ASSOCIATION if so requested by the grievant, to discuss the grievance. Nothing in this provision shall preclude the parties from resolving the grievance at this stage of the grievance process, as provided under state law (PERA). A grievance that is resolved at the Step One (1): Informal Stage shall not constitute precedent for any future grievance activity. Any efforts or proposals intended to resolve a grievance at the Step One (1): Informal Stage shall not prejudice any position at the Step Two (2): Formal Stage.

7. FPS shall communicate a written response to the grievant and the ASSOCIATION not later than fifteen (15) days after the Step One (1) meeting. However, if the grievant has elected to waive her/his right to ASSOCIATION representation and there is to be no adjustment, this written response will be conveyed only to the grievant (who may then, at her/his option, notify the ASSOCIATION of the result).
8. FPS' response shall provide an explanation for its decisions. The response communicated to the grievant does not constitute precedent. If the response of FPS is not satisfactory, the grievance may be appealed by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to FPS. A copy must be received by FPS within ten (10) days of its response. If a response of FPS does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal notify FPS, in writing, that a CGC shall be convened.
10. When the ASSOCIATION is the grievant, and FPS' response is unsatisfactory, the ASSOCIATION may refer the matter to the CGC by written notification to FPS within twenty (20) days from receipt of FPS' response.

#### **Step Two (2): Formal Stage**

11. FPS' receipt of the CGC referral by the ASSOCIATION marks the beginning of the Step Two (2): Formal Stage of the grievance procedure. Within ten (10) days after notification to FPS that a CGC is to be convened, the ASSOCIATION shall prepare and forward to FPS a record which shall reference the initial grievance, any modifications or amendments to it, and FPS' response. The record may also include a rebuttal of FPS' response and other relevant information. Within ten (10) days after receipt of this record by FPS, the CGC shall convene and render its decision.
12. The CGC shall consist of two representatives of CMU and two representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.
13. The decision of the CGC shall be recorded in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.
14. Within fifteen (15) days of the signing of the CGC decision, the ASSOCIATION shall notify CMU in writing if it is electing binding arbitration under Article 9 of this Agreement or if, as may be the case in a denial of tenure, it is electing to refer the grievance to an Appellate Review Committee under Paragraph 19 of this Article. If no election for continuation is made, the grievance shall be considered withdrawn and not be subject to further review.

## **Grievances Relating to Reappointment, Tenure, or Promotion Recommendations or Decisions**

15. A bargaining unit member not awarded reappointment, tenure, or promotion may grieve the decision. The bargaining unit member shall have the burden of proof whenever the reason for denial is the bargaining unit member's failure to meet one or more of the criteria and standards as provided in Article 14 (Reappointment, Tenure, and Promotion Policies). CMU shall have the burden of proof whenever the denial is for any other reason.
16. In order to bring a grievance with respect to promotion, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the Provost. (See Article 14, Paragraphs 30.b. and 52-54.)
17. Complaints or charges of illegal discrimination in connection with reappointment, tenure, or promotion decisions may be brought under this Article.
18. Binding Arbitration. If a grievance concerning the denial of reappointment, tenure, or promotion remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to binding arbitration under the provisions of Article 9. The arbitrator's award in such case may include the grant of reappointment, tenure, or promotion to the bargaining unit member.
19. Appellate Review Committee. If a grievance concerning the denial of tenure remains unresolved at Step Two (2) and there has been no election for binding arbitration, the grievance may be referred by the ASSOCIATION to the Appellate Review Committee.
  - a. Within ten (10) days of the election to carry the grievance to the Appellate Review Committee, representatives from the ASSOCIATION and CMU shall meet to select a panel of twelve (12) tenured bargaining unit members and twelve (12) senior officers from the Division of Academic Affairs. Both groups shall be selected at random. Bargaining unit members who already have made recommendations on the grievant's tenure decision shall not be eligible for the panel. The dean and associate dean of the bargaining unit member's college and the Provost shall not be eligible for the panel. Representatives of the ASSOCIATION and CMU shall meet jointly with the selected panel to question each member for disclosure of possible prejudice, bias, or conflict of interest. A panel member may disqualify herself or himself based on any such disclosure. The ASSOCIATION and CMU shall then each make sufficient peremptory challenges to reduce the panel to six (6) members plus two (2) alternates, beginning first with the selection of the senior officers. Three (3) panel members and one (1) alternate shall be senior officers; three (3) panel members and one (1) alternate shall be bargaining unit members. Final panel selection shall be completed within fifteen (15) days of the referral of this matter to the Appellate Review Committee. If unusual circumstances occur so that a panel member is unable to continue, that member's place shall be taken by the appropriate alternate, and the hearing shall proceed.
  - b. Within ten (10) days of the referral of this matter to the Appellate Review Committee, a hearing officer shall be selected in accordance with the procedure for selecting an arbitrator specified in Article 9.

- c. The Hearing Officer shall:
- 1) Review with the Appellate Review Committee the procedure the Hearing Officer will use during the hearing and the role of the Committee during the hearing.
  - 2) Instruct the Appellate Review Committee as to its responsibility according to this Article.
  - 3) Review with the Appellate Review Committee the issues and facts stipulated by the parties and the relevant Agreement language. In addition, the Hearing Officer shall identify what remaining questions need to be addressed given the stipulated issues and facts.
  - 4) Instruct the Appellate Review Committee regarding the meaning of the "burden of proof" concept as it is used in these proceedings.
  - 5) Conduct the proceedings and rule on matters governing the hearing.
  - 6) Formulate questions of fact (in writing, when possible) to be submitted to the Appellate Review Committee for their determination.
  - 7) Assist the Appellate Review Committee in its deliberations and interpretations of relevant Agreement provisions.
  - 8) Assist the Appellate Review Committee by drafting a report interpreting and applying relevant Agreement provisions to the Committee's findings of fact pertaining to each specific allegation.
  - 9) Vote as an ex-officio member of the Committee only in the event the Committee is equally split on its decision.
- d. The Appellate Review Committee shall:
- 1) Attend a pre-hearing meeting with the Hearing Officer to select a bargaining unit member to be the Appellate Review Committee chairperson and to review with the Hearing Officer issues and facts stipulated by the parties and the relevant Agreement language.
  - 2) Attend hearing sessions and all Committee meetings called by the Hearing Officer and/or the Committee chairperson.
  - 3) Notify the Hearing Officer (in writing, when possible) of the Committee's answers to her/his questions of fact.
  - 4) Review and discuss the Hearing Officer's report.
  - 5) Vote on any matter by secret ballot if any Committee member so requests.
  - 6) Forward a written report and decision as related to the Agreement language to the ASSOCIATION and the Office of the Provost. Voting on the final decision to be made by the Appellate Review Committee shall be by secret ballot.
- e. If the Provost or the ASSOCIATION has a reservation concerning the decision, he/she/it shall inform the Committee and the other party of that reservation

accompanied by written rationale within ten (10) days of receipt of the Committee's report. Where no reservation is received, the Committee's decision shall become final and binding. Where such reservation is received, the Provost and/or ASSOCIATION may at her/his/its own election appear before the Committee; or the Committee may request such an appearance within ten (10) days after receipt of notification of reservation. (That time may be altered if the parties mutually agree.) At such an appearance, the Hearing Officer shall be present and a representative of the ASSOCIATION or CMU shall have the right to participate.

- f. The Appellate Review Committee shall have full power to settle the grievance, including the authority to award tenure. Its decision shall be final and binding on all parties.
  - g. The fees and approved expenses of the Hearing Officer shall be shared equally by CMU and the ASSOCIATION.
20. Hearings of the Appellate Review Committee shall be under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All members of the Appellate Review Committee and the Hearing Officer shall abide by the Disclosure of Disqualification and Communication rules. The award will be signed by members of the Appellate Review Committee under the Form of Award rule.

### **Expedited Grievance Procedure**

21. A tenured bargaining unit member who receives notice of termination from employment, or a non-tenured bargaining unit member terminated from employment for the duration of her/his contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other grievances, this procedure may be requested by either party and utilized by mutual agreement.
- a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with Paragraph 5 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.
  - b. FPS shall schedule a pre-arbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall meet to select an arbitrator.
  - c. Time limits may be extended by mutual agreement.
  - d. The decision of the arbitrator shall be final and binding on both parties.
  - e. The fees and expenses shall be shared equally by both parties.

### **How CMU May Bring a Grievance**

22. Within ten (10) days of the first occurrence of the event giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in Paragraph 5.a.1-4. of this Article. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not delivered within the specified time limit are ended.

23. Within fifteen (15) days after notification to the ASSOCIATION, two (2) representatives of the ASSOCIATION will meet with two (2) representatives of CMU to discuss the grievance.
24. The ASSOCIATION shall communicate a written response to FPS not later than ten (10) days after the meeting at which the grievance is discussed. If a response of the ASSOCIATION does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
25. If the response of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the response of the ASSOCIATION by referring it to the CGC. FPS will perform the duties that would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under Paragraphs 13 and 14 of this Article.

## **Article 9 ARBITRATION**

1. By September 30 of each year, CMU and the ASSOCIATION shall agree on a panel of twelve (12) arbitrators for the current academic year.
  - a. CMU and the ASSOCIATION shall each submit a list of twelve (12) arbitrators for inclusion on the panel.
  - b. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until twelve (12) names remain.
2. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.
3. Within five (5) days of the referral of a matter to arbitration, CMU and the ASSOCIATION shall meet and select an arbitrator from the panel of arbitrators selected for the current academic year. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) arbitrator remains. CMU and the ASSOCIATION shall jointly contact the arbitrator selected to arbitrate the matter.
4. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-arbitration conference shall be scheduled within ten (10) days from the receipt of the request for such conference.
5. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION.



6. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws), or of matters under Paragraph 18 of Article 8 (Grievance Procedure). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION, except as provided for under the provisions of this Agreement; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.
7. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to arbitration matters between the parties.
8. The decision of the arbitrator shall be final and binding on the parties.

**Article 10**  
**DEPARTMENT PROCEDURES, CRITERIA, STANDARDS, AND BYLAWS**

1. a. The department procedures, criteria, standards, and bylaws of each department shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria, standards, and bylaws, when initiated by the department or suggested by the administration, be accompanied by appropriate written justification. The criteria and standards should provide specific guidance to bargaining unit members, departments, the colleges, and the University regarding reappointment, tenure, and promotion requirements.
- b. If a bargaining unit member's membership in a department and/or unit has changed because of a reorganization, the provisions relating to the procedures, criteria, and standards applicable to that member's application for reappointment, tenure, promotion, and professor salary adjustment are specified in Article 19. The provisions specified in Article 19 are applicable provided the bargaining unit member held a tenure-track appointment at CMU during the academic year of the reorganization.
- c. Standards for all departments except Intercollegiate Athletics shall require demonstrated achievement for at least each of the contractual criteria: teaching, scholarly and creative activity, and university service. Standards for Intercollegiate Athletics shall require demonstrated achievement for at least each of the three (3) contractual criteria: coaching effectiveness, professional growth, and university service.
- d. Until such time as a department establishes standards requiring demonstrated achievement for at least each of the contractual criteria and/or in instances where an applicant for reappointment, tenure, or promotion does not provide evidence of achievement for at least each of the contractual criteria, the bases for judgment for evaluation will be demonstrated achievements as specified in Paragraph 5 of Article 14 (Reappointment, Tenure, and Promotion Policies).

2. The bargaining unit members of each department shall, by majority vote:
  - a. Establish procedures for participation in formulating the department's criteria and standards which in turn must be determined by a majority of the voting members of the department;
  - b. Establish procedures for participation in determining the department's recommendations in the areas of reappointment, tenure, and promotion; and
  - c. Establish procedures for participation in determining the department's bylaws.
3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of department professional responsibilities.
4. For the purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters.

#### **Procedures for New Departments**

5. When questions arise as to whether a new department has been created, CMU and the ASSOCIATION will meet to discuss the matter and decide whether it is necessary for the department to establish new departmental procedures, criteria, standards, and bylaws.
6. The department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be subject to the approval of the administration in conformance with the provisions of this Article. Approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website at [www.fps.cmich.edu/bylaws/](http://www.fps.cmich.edu/bylaws/). The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.
7. Departmental Submission and Administration's Review
  - a. Within seventy-five (75) days of the formal establishment of a department, the new department shall submit its proposed procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the dean and Faculty Personnel Services.
  - b. Within seventy-five (75) days of receiving the proposal, the administration shall approve or disapprove it.
    - 1) If the administration approves the proposal (or portions thereof), it (or the portions approved) shall take immediate effect.
    - 2) If the administration disapproves the proposal, a written statement shall be provided stating the reasons the proposal, or portions thereof, was unacceptable and the proposal shall be returned to the department.
  - c. Within thirty (30) days of receiving the disapproval of the proposal, the department shall respond to the disapproval with a resubmission simultaneously to the dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.

- d. Within thirty (30) days of receiving the resubmission, the administration shall approve or disapprove it.
    - 1) If the administration approves the resubmission, it (or the portions approved) shall take immediate effect.
    - 2) If the administration disapproves the resubmission, a written statement shall be provided stating the reasons the resubmission, or portions thereof, was unacceptable and the resubmission shall be returned to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review.
  - e. Within thirty (30) days of receiving the administration's disapproval of the resubmission, the department shall respond to the administration's comments with a second resubmission simultaneously to the dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.
  - f. Should the department need additional time to complete its resubmission, it will notify the dean and Faculty Personnel Services, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall resubmission by the department take more than forty (40) days from receipt of the disapproval, unless the parties mutually agree to an extension.
  - g. Should the administration need additional time to complete its review of the proposal (or resubmission), it will notify the department, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the administration's review of the proposal (or resubmission) take more than forty (40) days from receipt of the proposal (or resubmission), unless the parties mutually agree to an extension.
  - h. Nothing shall prevent the parties from agreeing to timelines other than those contained herein, for any particular submittal or review.
  - i. Within twenty-five (25) days of receiving the second resubmission, the administration shall either approve it or disapprove it. If either party so chooses, the matter may be referred to Letter of Agreement #7.
8. During the seventy-five (75) days immediately following the formal establishment of a new department, the dean of the college in which the department is located will initiate and implement all decisions for the department. After these seventy-five (75) days and after the department has submitted its procedures, criteria, standards, and bylaws (per Paragraph 7.a of this Article), the dean will consult with and consider input from the department prior to implementing any decisions until such time as the procedures, criteria, standards, and bylaws are approved by the administration.

#### **Changes in Procedures for Existing Departments**

9. Proposed changes to department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be submitted on an appropriate change form and approved by the administration in conformance with the provisions of this Article.

10. Departmental Submission and Administration Review

- a. Departments shall submit proposed changes to the procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the dean and to Faculty Personnel Services. Within forty-five (45) days of receiving the proposed changes, the administration shall approve or disapprove them.
    - 1) If the administration approves the proposed changes, they will take effect as described below.
    - 2) If the administration disapproves the proposed changes, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department.
  - b. Within thirty (30) days of receiving the administration's disapproval of proposed changes, the department shall respond to the administration's comments with a resubmission simultaneously to the dean and to Faculty Personnel Services, giving an explanation of its response.
  - c. Within twenty-five (25) days of receiving a resubmission, the administration shall approve or disapprove it.
    - 1) If the administration approves the proposed changes, they will take effect as described below.
    - 2) If the administration disapproves a resubmission, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review. The department shall continue to submit resubmissions as described in Paragraphs 10.b. and 10.c. of this Article. However, it is recognized that the extent of the department's obligation to continue to submit resubmissions is described in Letter of Agreement #7.
  - d. Should either the administration or the department need additional time to complete the review specified in Paragraphs 10.a. through 10.c., it shall provide notice, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the additional time exceed thirty-five (35) days from the receipt of the proposed changes, unless the parties mutually agree to an extension.
11. The department's existing procedures, criteria, standards, and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the administration.
- a. Changes, except in the areas of reappointment, tenure, and promotion, shall take effect upon the approval of the administration.
  - b. Approved changes concerning reappointment, tenure, and promotion shall take effect the next July 1 and will apply as follows:
    - 1) Reappointment and Tenure. Two (2) years after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the two (2) year time period. If the

bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in reappointment or tenure standards approved in 2008-09 take effect July 1, 2009 and shall be applied to reappointment or tenure applications in 2011-12 (unless a bargaining unit member elects to be reviewed under the new standards in 2009-10 or 2010-11).

- 2) Promotion. One (1) year after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the one (1) year time period. If the bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in promotion standards approved in 2008-09 take effect July 1, 2009 and shall be applied to promotion application(s) in 2010-11 (unless a bargaining unit member elects to be reviewed under the new standards in 2009-10).
13. The current approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website at [www.fps.cmich.edu/bylaws/](http://www.fps.cmich.edu/bylaws/). Procedures that have been superseded by revisions are archived on the same website. The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.

#### **Review of Department Procedures, Criteria, Standards, and Bylaws**

14. a. The procedures, criteria, standards, and bylaws of each department in their entirety shall be reviewed every three (3) years. It is during this review, conducted by the department, that the administration may request a department to consider changes in existing procedures, criteria, standards, and bylaws. At the conclusion of its review, the department shall inform the dean and Faculty Personnel Services of the results of the review.
- b. If the administration identifies major concerns (such as changes in standards of accreditation) with a department's existing procedures, criteria, standards, and bylaws at times other than the periodic review, the administration shall schedule a meeting with the department for the purpose of discussing these concerns. If the concerns remain after this meeting, the administration may specify, in writing, its concerns and require the department to propose changes to address these concerns in procedures, criteria, standards, and bylaws, or a portion thereof, for approval using the steps described in Paragraphs 9-13 of this Article.
- c. Faculty Personnel Services shall establish a record of when the periodic review is required by the department. It shall notify the department and the ASSOCIATION in writing of this date and of any request by the administration to a department to review all or a portion of its procedures, criteria, standards, and bylaws.
15. Procedures for review and resolution of differences that may arise between the department and the administration are described and included in Letter of Agreement #7.

#### **Article 11 PERSONNEL FILES**

1. An official personnel file for each bargaining unit member shall be maintained in the offices of the Provost, appropriate dean, and department. Each bargaining unit member, or person

authorized in writing by the bargaining unit member, shall have the right to inspect that individual's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.) which identifies the individual bargaining unit member may be housed in other offices at Central Michigan University. (For a list of some of these offices, see Exhibit B.)

2. Any pre-employment material in these files may be removed prior to inspection.
3. Bargaining unit members shall have the right to make reasonable additions to these files.
4. No anonymous material shall be retained or placed in any bargaining unit member's official personnel files.
5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.
6. Only authorized employees and authorized agents of Central Michigan University shall have access to the official personnel files of any bargaining unit member without consent of that bargaining unit member, except where disclosure of certain records shall be required by law in which case the bargaining unit member shall receive written notice of the disclosure.
7. If CMU grants permission for a government agency to examine the official personnel files of any bargaining unit member, timely notice will be given to the bargaining unit member and the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.
8. If a bargaining unit member's official personnel files maintained in the offices of the Provost, appropriate dean, or department is subpoenaed, CMU shall send timely written notice of the subpoena to the bargaining unit member.
9. All written material used by the dean or Provost in making recommendations concerning reappointment, tenure, and promotion, and disciplinary matters (see Article 15, Discipline and/or Termination) shall be contained in these files at the time of these recommendations.
10. There shall be no confidential material in these official personnel files except for pre-employment materials.
11. A bargaining unit member's official personnel files will contain, for a period of one (1) year after the receipt of a written request from a bargaining unit member delivered to the offices of the Provost and/or appropriate dean, and/or chairperson, a form upon which will be entered the date of use and the signature of each person using the files.
12. Within ten (10) days of the addition of material to a bargaining unit member's official University, college, or department personnel file, the bargaining unit member shall be sent a copy of that added material if he/she was not the originator or addressee, or not specifically copied on the material.
13. Nothing contained in this Article will diminish or waive any rights under the Bullard-Plawecki Employee Right to Know Act, which is incorporated herein by reference.
14. Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the bargaining unit member disagrees with information contained in her/his personnel files, removal or

correction of that information may be mutually agreed upon by CMU and the bargaining unit member. If an agreement is not reached, the bargaining unit member may submit a written statement explaining her/his position. The election of the bargaining unit member not to submit such a written statement does not indicate agreement with the information. If a bargaining unit member elects to file a written statement, CMU's failure to respond does not indicate agreement with the bargaining unit member's statement.

## **Article 12 DEPARTMENT CHAIRPERSONS**

1. The position of department chairperson is generally occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, and approval of the dean and Provost. In the absence of an approved departmental recommendation, the dean may appoint a chairperson for a nonrenewable term of up to two (2) years. Such appointment shall be made in consultation with the department/unit.
2. A department chairperson may be appointed for a period of one (1) to five (5) years. A chairperson has no right or expectation of reappointment as chairperson following the expiration of the term; however, a chairperson may be reappointed to the position. Normally the term begins August 16.
3. The department chairperson's appointment letter shall include the duties initially assigned by CMU (see Letter of Agreement #6), and the expectations of the department for its chairperson that are consistent with those assigned duties. Departmental procedures, criteria, standards, and bylaws pertaining to the expectations of the department for its chairperson shall be consistent with CMU assigned duties. During the academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.
4. A department chairperson (including an acting chairperson) is assigned and responsible for the performance of administrative duties, some of which occur beyond the academic year. Between the spring and fall semesters, chairpersons shall respond to reasonable requests from deans for the performance of their professional responsibilities.
5. A department must conduct an annual review of its chairperson. The department will notify the dean of this review and its results. Such a review will be conducted in accordance with the department's procedures. Where such procedures do not exist, the department must develop them in accordance with Letter of Agreement #8. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson. The dean will conduct an annual formative review of the chairperson.
6. A department chairperson may be removed as chairperson by the dean for nonperformance, or deficient performance, of her/his professional responsibilities as chairperson.
7. For performance of the department chairperson duties, he/she is paid an annual salary supplement. The annual salary supplement for 2008-09 consists of a base of \$8,000 plus \$50 for every FTE (utilized positions) in her/his department in excess of twenty (20) at the close of the previous fiscal year. The annual salary supplement for 2009-10 and 2010-11 consists of a base of \$8,500 plus \$50 for every FTE (utilized positions) in her/his department in excess of twenty (20) at the close of the previous fiscal year. For purposes

of this Paragraph, FTE shall include faculty, staff, and graduate assistants.

8. A chairperson shall have an administrative appointment equivalent to teaching two (2) three (3) credit courses at summer school rates during the summer session. Additional appointments for teaching during the summer session may occur in accordance with department bylaws and with the approval of the dean.
9. A department chairperson who desires to be released from her/his responsibilities for a period of time must have the prior consent of the appropriate dean. If the dean consents to the release, then a substitute chairperson should be selected to assume the chairperson's responsibilities during this period of time. Since the duties and responsibilities of chairpersons vary by department and by time of year, when a substitute chairperson is selected, the portion (if any) of the annual salary supplement and/or the summer administrative appointment which that individual will receive needs to be negotiated among that individual, the regular chairperson, and the dean. The results of this negotiation shall be signed by all three parties and communicated to Faculty Personnel Services.
10. Procedures at the University for review of departments and department chairpersons are not superseded by this section.

### **Article 13 LETTER OF APPOINTMENT/CONTRACT**

1. Upon initial appointment each bargaining unit member shall receive from CMU a copy of the Agreement; a statement of the cost of the parking permit and the monthly out-of-pocket costs for the hospital/surgical and dental insurance plans under CMU Choices; and a letter of appointment/contract including the following:
  - a. The effective date of employment;
  - b. The rank at which employed;
  - c. Salary;
  - d. A statement that terms of employment, including standards for reappointment, tenure and promotion, are subject to applicable department, college, and university policies, and this Agreement;
  - e. A statement of tenure status;
  - f. A statement of promotion status and the extent, if any, of previous time in rank that may be used toward regular promotion consideration; and
  - g. The general academic areas in which the bargaining unit member will be initially expected to work as recommended by the department and approved by the dean.
2. CMU shall ensure that the draft of this letter will be shared with the respective department chair (or department representative) for review and comments prior to being sent.



**Article 14**  
**REAPPOINTMENT, TENURE, AND PROMOTION POLICIES**

1. Central Michigan University is an institution dedicated to excellence in the collective pursuit of knowledge and learning by its faculty and student body. Its reappointment, tenure, and promotion policies are designed to facilitate the identification and reward of faculty excellence.
2. CMU will achieve heightened stature when students not only are exposed to excellent teaching but also are guided by faculty to create or discover knowledge by themselves. Faculty should be actively engaged in both teaching and research since both are essential to the process of learning. Reappointment, tenure, and promotion policies should therefore recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time to working and consulting with students in activities related to learning.
3. Both parties recognize that the quality of teaching is considered in recommendations and decisions pertaining to reappointment, tenure, and promotion. (See Paragraph 5 of this Article.) The standards and types of evidence to be used in demonstrating the quality of teaching shall be specified by departments in their procedures, criteria, standards, and bylaws. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures, criteria, standards, and bylaws. It is understood that the evidence concerning teaching used in departmental personnel recommendations is subject to the same process of review by the dean and Provost as is provided for in this Article. Nothing in this Paragraph shall require any recommending or decision-making body at the University to ignore student comment with respect to such matters. Conversely, nothing in this Paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied as set forth under Paragraph 29 of this Article.

**Bases of Judgment for Reappointment, Tenure, and Promotion**

4. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are thus best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. It is therefore the responsibility of departments to develop and systematize these criteria and standards so that they may serve as guidelines for departmental recommendations regarding reappointment, tenure, and promotion. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, and university service). Standards refer to the written performance requirements in each evaluation area developed in compliance with this Agreement. (See Article 10, Department Procedures, Criteria, Standards, and Bylaws.) After approval by the Provost, the department's written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.
5. Reappointment, tenure, and promotion decisions result from deliberations and judgments occurring at various levels within the institution and begin with recommendations by departments to the college level where recommendations are made to the University level for decision. At each level, the criteria and standards applied shall be those developed in

compliance with this Agreement. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.

- a. The bases for judgment for reappointment and tenure, except for bargaining unit members in Intercollegiate Athletics, are:
    - 1) Demonstrated achievement in the following areas:
      - a) Teaching,
      - b) Scholarly and creative activity, and
      - c) University service, which may be supplemented by professional service or public service related to the bargaining unit member's discipline.
    - 2) The promise of a bargaining unit member which includes:
      - a) An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and
      - b) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.
    - 3) The future needs of the University. Should a bargaining unit member (except in Intercollegiate Athletics) not be reappointed or tenured solely due to the future needs of the University, the provisions of Article 18, paragraph 12(c), 12(g), and 12(i) also apply.
  - b. The basis for judgment for promotion is the demonstrated achievement of the bargaining unit member in the areas specified in Paragraph 5.a.1) of this Article.
6. Bargaining unit members in Intercollegiate Athletics receive individual employment contracts. Employment contract standards for reappointment and promotion may differ from those of most other bargaining unit members, but are limited to the criteria and standards specified in Article 10 (Department Procedures, Criteria, Standards, and Bylaws), this Article, and the department procedures, criteria, standards, and bylaws of Intercollegiate Athletics.
  7. Employment contract provisions of bargaining unit members in Intercollegiate Athletics will differ, as provided in Paragraphs 13.c., 13.d., and 17 of this Article, from those of other bargaining unit members regarding conditions that pertain to tenure and notice of non-reappointment. In addition, the contracts may contain terms specifying different compensation provisions.
    - a. The bases for judgment for reappointment for bargaining unit members in Intercollegiate Athletics are:
      - 1) Demonstrated achievement in the following areas:
        - a) Coaching effectiveness,
        - b) Professional growth, and

- c) University service which may be supplemented by public service related to the bargaining unit member's sport.
- 2) The promise of a bargaining unit member which includes:
    - a) An evaluation, based upon performance up to the present time, that the bargaining unit member:
      - i. Leads a team that is competitive in the Mid-American Conference,
      - ii. Possesses public relations skills with media, alumni, and university and community groups,
      - iii. Effectively helps student-athletes attain a maximum level of athletic performance,
      - iv. Shows concern for the academic progress of the athletes under her/his direction, and
      - v. Exhibits ethical behavior in keeping with the guidelines of the University, the Mid-American Conference, and the NCAA.
    - b) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.
  - 3) The future needs of the University.
  - 4) In addition, assistant coaches who are bargaining unit members in Intercollegiate Athletics may be non-reappointed, as described in Paragraphs 13.c. or 13.d. of this Article, if the head coach of their sport is non-reappointed or terminated.
- b. The basis for judgment for promotion for bargaining unit members in Intercollegiate Athletics is the competence of the bargaining unit member which includes demonstrated achievement in the areas specified in Paragraph 7.a.1) of this Article.

### **Reappointment of Non-Tenured Bargaining Unit Members**

8. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment.
9. Generally, an individual must have an earned terminal degree, or equivalent, for appointment to the regular faculty. A bargaining unit member who holds a non-tenured appointment is subject to review and reappointment. Reappointment results from a deliberative process involving departments, colleges, and the Provost. The bargaining unit member is advised in writing early in the appointment of the criteria, standards, and procedures generally employed in decisions affecting reappointment and tenure. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement.
10. The initial appointment of a bargaining unit member may occur at any time during the year; however, bargaining unit members appointed on an academic year contract most often will be appointed effective with the beginning of the fall semester. On occasion an academic year appointment will begin with the spring semester. Bargaining unit members (except

those in Intercollegiate Athletics) normally shall receive an initial appointment of two (2) years. Bargaining unit members (except those in Intercollegiate Athletics) initially appointed at any time other than the fall semester shall receive an initial appointment of two and one-half (2½) years. Bargaining unit members in Intercollegiate Athletics are appointed on a fixed term for either a ten (10) month or twelve (12) month period, or portion thereof depending on the time of appointment.

11. a. Applications for reappointment for bargaining unit members (except those in Intercollegiate Athletics) are made only in the fall semester consistent with the calendar contained in paragraph 32 of this Article. The first application for reappointment must be made in the fall semester following a full one year of service. The first reappointment shall be for a two year period. Thereafter, applications for reappointment are made in the fall semester, and appointments as a result shall be for a one year period of time. In this manner the notice of non-reappointment provisions of paragraph 13(a) or 13(b) shall be met if reappointment should be denied.
  - b. Bargaining unit members in Intercollegiate Athletics are evaluated following the completion of their athletic season. They may be issued a new fixed term contract. Notice of non-reappointment shall be consistent with paragraph 13(c) or 13(d) of this Article.
12. In conformance with good academic practice, CMU gives notice of non-reappointment of non-tenured bargaining unit member(s) using the time limits set forth in Paragraph 13. The purpose of the relatively long period of notice is to give the non-tenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of non-reappointment shall be fashioned. Any reappointment made to remedy late notice of non-reappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.
13. Notice of non-reappointment is made as follows:
- a. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two (2) year appointment expires during an academic year, at least six (6) months in advance of its expiration.
  - b. At least twelve (12) months in advance of the expiration of an appointment, after two (2) or more years of service at Central Michigan University.
  - c. For a bargaining unit member hired into Intercollegiate Athletics after June 1, 1986, at least six (6) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than this, the bargaining unit member affected will receive payment in lieu of notice for the remainder of the six (6) months that extend beyond the expiration of her/his current individual employment contract. This payment shall be tendered in equal installments according to the CMU payroll cycle beginning at the expiration of her/his employment contract, and shall be calculated at the salary rate on the end date of her/his employment contract. This payment shall be at the former salary rate only, and exclude benefits. Should the former bargaining unit member secure comparable employment elsewhere prior to the payment of the full installment amount, there shall be no further obligation for the amount remaining.

- d. For a bargaining unit member currently in Intercollegiate Athletics and employed by CMU prior to June 1, 1986, at least twelve (12) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than this, the bargaining unit member affected will receive payment in lieu of notice for the remainder of the twelve (12) months that extend beyond the expiration of her/his current individual employment contract. This payment shall be tendered in equal installments according to the CMU payroll cycle beginning at the expiration of her/his employment contract, and shall be calculated at the salary rate on the end date of her/his employment contract. This payment shall be at the former salary rate only, and exclude benefits. Should the former bargaining unit member secure comparable employment elsewhere prior to the payment of the full installment amount, there shall be no further obligation for the amount remaining.
14. In the event that CMU gives a bargaining unit member in Intercollegiate Athletics notice of non-reappointment in accordance with the previous paragraph and the provisions regarding notice of non-reappointment in Paragraphs 13.c. or 13.d. of this Article, CMU may release the bargaining unit member from active coaching duties. In such cases, CMU:
    - a. Shall continue compensation as required by this Agreement and the individual employment contract,
    - b. Shall provide office space and limited secretarial services for the member until the expiration of the individual employment contract, and
    - c. May change the member's title to another title, such as Assistant to the Athletic Director, until the expiration of the individual employment contract.

#### **Tenure**

15. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one way in which the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.
16. Tenure results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department, the dean, and the Provost. Prior to consideration for the grant of tenure, non-tenured bargaining unit members are periodically considered for reappointment as described in Paragraphs 11-13 of this Article.
17. Except as provided in this Paragraph, the tenure policy applies to regular full-time faculty. Length of service on the full-time faculty at Central Michigan University shall be cumulative in counting toward consideration for the grant of tenure. At the request of the bargaining unit member and upon mutual agreement of the department, dean, and Provost, full-time service at another institution and full-time service as a temporary faculty member at Central Michigan University may be included toward fulfilling the length of service required prior to consideration for the grant of tenure. This policy does not apply to temporary, part-time or visiting faculty, nor to bargaining unit members in Intercollegiate Athletics, who shall have twelve (12) month appointments.
18. The rank of original appointment determines when consideration for the grant of tenure to the bargaining unit member will occur:

Instructor: during the thirteenth (13<sup>th</sup>) semester of employment  
Assistant Professor: during the eleventh (11<sup>th</sup>) semester of employment  
Associate Professor: during the seventh (7<sup>th</sup>) semester of employment  
Professor: during the fifth (5<sup>th</sup>) semester of employment

19. Circumstances may make it necessary to delay consideration for the grant of tenure. Some examples include, but are not limited to, extended absence or disability due to illness or injury, acute family/personal responsibilities (including child care or the birth or adoption of a child), military service, unforeseen circumstances in the completion of a terminal degree (such as the death of a doctoral advisor), and unexpected delays in scholarly achievement due to circumstances beyond the control of the bargaining unit member. Under such circumstances, the bargaining unit member may submit a written request to delay consideration for the grant of tenure. This request must be made to the department prior to the date an application for tenure is due to the department (see paragraph 32). Such delays may not exceed two (2) years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member. Such delays are made only upon the recommendation of the department and with the approval of the dean and the Provost.

20. a. Bargaining unit members may apply for consideration for the grant of tenure before the semester mentioned in paragraph 18 above or in their letter of appointment. Such early considerations, however, may not be made before:

Instructor: the ninth (9<sup>th</sup>) semester of employment  
Assistant Professor: the seventh (7<sup>th</sup>) semester of employment  
Associate Professor: the fifth (5<sup>th</sup>) semester of employment  
Professor: the third (3<sup>rd</sup>) semester of employment

b. In such cases, the standards and criteria to be used shall be the same as for a regularly-scheduled tenure application. Such an application may be made only once and a negative recommendation/decision at any level shall not prejudice a later regularly-scheduled tenure application. Upon written notification delivered to Faculty Personnel Services, bargaining unit members may withdraw their applications at any stage of consideration, although they may not then apply another time for early consideration for the grant of tenure.

21. The services of tenured bargaining unit members may be terminated, or tenured bargaining unit members may be dismissed, only for the reasons and under the procedures described in Article 15 (Discipline and/or Termination).

### **Promotion**

22. Promotion in rank results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. Promotion is not automatic nor based on seniority but rather on a judgment of the extent to which the applicant has met the criteria and standards developed in compliance with this Agreement.

23. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks. Specific expectations may vary among departments and colleges.

24. a. The minimum time normally required in the rank of Assistant Professor before promotion to the rank of Associate Professor is six (6) years. The minimum time normally required in the rank of Associate Professor before promotion to Professor is

five (5) years. Up to two (2) years in rank as a full-time, non-bargaining unit faculty member at Central Michigan University, or elsewhere, may be applied toward these requirements. Based on material supplied by the faculty candidate during the hiring process and a recommendation from the department, CMU will make a determination whether the new bargaining unit member qualifies for such credit toward the normal time in rank, and this information shall be included in the letter of appointment. At the choice of the bargaining unit member, some or all of the credited time in rank may be used when applying for promotion. The bargaining unit member shall declare this choice in her/his narrative.

- b. A bargaining unit member may apply for a promotion to a higher rank earlier than having satisfied the minimum time in rank. When a bargaining unit member elects to apply for an early promotion, the evidence presented in such an application must demonstrate that her/his achievements in all areas specified in paragraph 5.a.1 (above) of this Article have been extraordinary; that is, the achievements clearly exceed the department standards. A positive recommendation of an early application for promotion shall be made only if the bargaining unit member's achievements are judged to be extraordinary as specified herein. In all other respects an early application shall be processed in the same manner as other (regular) promotion applications.
  - c. Unless the department procedures, criteria, standards, and bylaws state otherwise, scholarly achievement accomplished in rank prior to becoming a member of the bargaining unit shall be considered in partial satisfaction of the standards for promotion where a bargaining unit member has submitted this prior scholarly achievement for such consideration. Such scholarly achievement must meet applicable standards for scholarly and creative activity. However, for purposes of consideration for promotion, a majority of scholarly achievement must have been accomplished while a member of the bargaining unit at Central Michigan University.
25. A bargaining unit member who has held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increase in base salary. The criteria, standards, and processes by which such an applicant is judged for this award shall be those established in compliance with this Agreement for promotion to Professor. A bargaining unit member may receive such salary adjustment no more frequently than once every four (4) years. (See also Article 33, paragraph 6.)
26. Solely for the purposes of determining when a bargaining unit member is eligible to apply for promotion to the next rank and for a professor salary adjustment, the following shall apply:
- a. If the effective date of an initial appointment or the date of the automatic promotion to assistant professor (see Article 33, Paragraph 4) is between March 16 and October 15, the eligibility will be determined as if the person had been hired at the start of the fall semester (or fiscal year, as applicable).
  - b. If the effective date of an initial appointment or the date of the automatic promotion to assistant professor is between October 16 and March 15, then eligibility will be determined as if the person had been hired at the start of the spring semester (or January 2, as applicable).

## **Procedures for Recommendations and Decisions Relating to Reappointment, Tenure, and Promotion**

27. Simultaneous Application for Tenure and Promotion. Bargaining unit members who apply for tenure in accord with paragraph 18 timelines also may apply for regular promotion to associate professor at the same time. In their narratives, applicants shall address how and to what extent they have met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement, first for tenure and then for promotion to associate professor. Departments, deans and the provost shall make separate recommendations, first on tenure and then on promotion.
28. Processes utilized at all levels and criteria and standards established in compliance with this Agreement shall be circulated to affected bargaining unit members in advance of their use.
29. All evidence not submitted by the bargaining unit member and used in making recommendations concerning reappointment, tenure, or promotion, shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the dean or designee or Provost is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.
30. Negative Recommendations.
  - a. Tenure or Reappointment. Negative tenure or reappointment recommendations of the department and/or dean shall be considered in the same manner as positive recommendations at each level up to and including the Provost. If the decision of the Provost is negative, the decision may be grieved as specified in Paragraph 54.
  - b. Promotion. If the recommendation of a bargaining unit member's application for promotion is negative at the departmental or dean's level of review and if the bargaining unit member desires further review, he/she must initiate a request for review at the next level as specified in Paragraph 53 of this Article. If the decision is negative at the Provost's level, the decision may be grieved as specified in Paragraph 54.

### **Reappointment, Tenure, and Promotion Calendar**

31. A bargaining unit member applying for promotion does so during the Spring Semester, with promotion taking effect as described in Paragraph 34 below. A bargaining unit member applies for tenure either during the Fall or Spring Semester, with tenure taking effect at the start of the next academic/fiscal year, as appropriate.
32. The calendar for reappointment, tenure, and promotion considerations during the Fall and Spring Semesters shall be as follows:



	<b>Reappointment and Tenure</b>	Tenure <sup>^</sup>	<b>Promotion</b>
Individual's application due in department	<b>Sep 20</b>	Jan 15	<b>Jan 15</b>
Department's recommendation due in the Office of the Dean	<b>Oct 20</b>	Feb 15	<b>Feb 15</b>
Dean's recommendation due in the Office of the Provost	<b>Nov 20</b>	Mar 15	<b>Apr 1</b>
Provost's recommendation due in the Office of the President	<b>Dec 15</b>	Apr 5	<b>May 15</b>
<sup>^</sup> The Spring tenure schedule is only used in cases where the initial appointment commenced at other than the beginning of the Fall semester (see Article 14, Paragraph 18 above) or a bargaining unit member received a leave of absence prior to the tenure decision.			

33. Each bargaining unit member shall be sent notice, in writing, of the tenure or promotion decision not later than three (3) business days following the Board of Trustees meeting at which the recommendation on the bargaining unit member's tenure or promotion application was considered.
34. Salary adjustments for promotion and professor salary adjustments shall take effect as follows:
  - a. A positive early promotion decision is effective at the start of the following fall semester (or fiscal year, as applicable). Any application before the twelfth semester of time in rank as an assistant professor, or before the tenth semester of time in rank as an associate professor, is considered an early promotion application.
  - b. A positive promotion decision for an assistant professor bargaining unit member in her/his twelfth semester of time in rank, or for an associate professor bargaining unit member in her/his tenth semester of time in rank, is effective at the start of the following fall semester (or fiscal year, as applicable).
  - c. A positive promotion decision for an assistant professor bargaining unit member in her/his thirteenth semester of time in rank is *retroactive* to the start of the thirteenth semester (or January 2, as applicable). A positive promotion decision for an associate professor bargaining unit member in her/his eleventh semester of time in rank is *retroactive* to the start of the eleventh semester (or January 2, as applicable). This provision may only be used once, with the exception of the automatic promotion to the rank of assistant professor as defined in Article 33, Paragraph 4.
  - d. A positive promotion decision for an assistant professor bargaining unit member beyond her/his thirteenth semester in rank, or for an associate professor beyond her/his eleventh semester in rank, is effective at the start of the following fall semester (or fiscal year, as applicable).
  - e. A professor salary adjustment is effective at the start of the following fall semester (or fiscal year, as applicable).

**Applicant's Responsibilities**

35. A bargaining unit member must submit her/his application for reappointment, tenure, or promotion to the department in accordance with the calendar and in the manner prescribed in this Agreement and department procedures, criteria, standards, and bylaws.
36. It is the responsibility of each bargaining unit member to document both the quantity and quality of her/his activities and achievements. With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for bringing forth all evidence that the bargaining unit member wishes to be advanced in conjunction with

recommendations and decisions. The application shall be deemed complete at the time the department submits its recommendation to the dean. After that, however, an applicant may only address errors of fact or supply answers to specific questions initiated and raised by a dean's committee, dean, or provost.

37. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement.

### **Department's Review**

38. The primary responsibility for judging the extent to which departmental members have fulfilled the criteria and standards established in compliance with this Agreement rests with the department.
39. Department reappointment, tenure, and promotion recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards.
- a. Reappointment or Tenure. Each departmental reappointment or tenure recommendation, whether positive or negative, shall be forwarded to the dean and subsequently to the Provost, to be reviewed both substantively and procedurally.
- b. Promotion. Each departmental promotion recommendation, whether positive or negative, shall be forwarded to the dean and subsequently to the Provost. All positive recommendations shall be reviewed both substantively and procedurally. If the departmental recommendation is negative, and if the bargaining unit member desires further review, he/she must initiate a request for review at the next level as specified in Paragraphs 44-47, 53 of this Article.
40. The department, using processes developed at the department level and applying the criteria and standards developed in compliance with this Agreement, considers applications and, with its recommendations, shall forward them to the dean.
41. When the department chairperson makes an independent judgment and recommendation regarding reappointment, tenure, or promotion, the chairperson, in addition to forwarding her/his formal written recommendation, will share it with the individual involved.
42. A copy of the departmental recommendation, including any separate recommendation from the chair, shall be given to the bargaining unit member no later than the time it is forwarded to the dean. At the bargaining unit member's discretion, he/she may submit a written clarification or rebuttal of the department's statement, and this statement shall be attached to the department's recommendation at the next level.
43. A bargaining unit member not recommended for reappointment, tenure, or promotion at the department level may have a conference with the department chairperson or her/his designee. If the bargaining unit member desires such a meeting, he/she must initiate a request in writing to CMU with a copy to the ASSOCIATION within one (1) week of receiving written notification of the department's recommendation. At this conference, the chairperson or designee shall, to the extent that information is available, summarize the information discussed prior to the decision and explain the reasons for the negative recommendation. At the bargaining unit member's written request, a representative of the ASSOCIATION may accompany her/him to this conference.

## Dean's Review

44. The dean, using processes developed at the college level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and renders an independent judgment on the bargaining unit member's achievements as indicated by the documentation, giving due weight to the department's recommendation including the rationale and documentation, and shall forward them to the Provost with her/his own recommendation.
45. a. Any body used by a college to advise a dean on a bargaining unit member's reappointment, tenure, or promotion application shall provide an opportunity for the bargaining unit member to select an advocate, ordinarily from the department, to appear before such an advisory body, prior to advising the dean on such applications and prior to any formal recommendation from the dean to the Provost, under either of the following circumstances:
- 1) When a department recommendation to the dean is negative; or
  - 2) When the advice from the advisory body to the dean concerning reappointment, tenure, or promotion would be negative.
- b. When the advisory body has questions or concerns about an application for reappointment, tenure, or promotion, prior to forwarding its advice to the dean, that body may request a member of the bargaining unit member's department to appear before it to respond to those questions or concerns.
46. If a dean either reverses a positive or upholds a negative departmental recommendation:
- a. The dean shall notify the bargaining unit member in writing why the positive departmental recommendation was not upheld, or why the negative recommendation was upheld, and include that information with her/his recommendation being passed on to the next level. Within one (1) week of receipt of the dean's written statement, the bargaining unit member may request a meeting with the dean to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of her/his department or the ASSOCIATION may accompany her/him to this meeting. The dean may affirm, modify, or reverse her/his previous recommendation based on any additional information that is provided.
  - b. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the dean's statement, and this rebuttal shall accompany the dean's recommendation to the next level.
  - c. Upon request of the bargaining unit member, he/she and a representative of the department shall be permitted to present the department's position to the Provost.
47. If the dean makes a negative promotion recommendation, and if the bargaining unit member desires further review, he/she must initiate a request for review by the Provost as specified in Paragraphs 48-49 and 53 of this Article.

## Provost's Review

48. The Provost, using processes developed at the Provost's level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and, following consultation with the President, renders an independent judgment on the bargaining unit member's achievements as indicated by the documentation, giving due weight to the department's recommendation including the rationale and documentation. In the case of a positive outcome, the Provost shall forward her/his own recommendation to the President.

49. If the Provost makes a negative recommendation which either reverses a positive or upholds a negative recommendation by a dean, the Provost shall notify the bargaining unit member in writing why the positive recommendation of the dean was not upheld, or why the negative recommendation was upheld, and include that information with her/his recommendation and place it with the documentation accompanying the application. Upon receipt of the Provost's written statement, the bargaining unit member may request a meeting with the Provost to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of her/his department or the ASSOCIATION may accompany her/him to this meeting. The Provost may affirm, modify, or reverse her/his previous recommendation based on any additional information that is provided at the meeting. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the Provost's statement, and this rebuttal shall become part of the documentation accompanying the application.

### **President's Action**

50. The President shall forward favorable tenure and promotion recommendations of the Provost, which may be supported with file materials, to the Board of Trustees.

### **Notification and Appeal Process**

51. When disputes arise, individual bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought, which lie at the heart of a free intellectual life.
52. Bargaining unit members shall be notified of negative reappointment and tenure recommendations at each level of review. Bargaining unit members shall be notified of negative promotion recommendations at each level where a review is requested.
53. A request for a review of a negative promotion recommendation shall be made in writing and delivered to Faculty Personnel Services no later than one (1) week after notice of the recommendation is received by the bargaining unit member. (See Paragraph 16 of Article 8, Grievance Procedure.) For purposes of this Paragraph, notification of the recommendation, when the bargaining unit member is not teaching on campus, means personal or certified delivery to her/him.
54. Recommendations or decisions relative to reappointment, tenure, and promotion may be grieved under the grievance provisions specified in Article 8. Bargaining unit members seeking to grieve negative promotion decisions must have exhausted the appeal procedures contained in Paragraphs 30.b, 39.b, 47, and 53 of this Article in order to file a grievance pursuant to Article 8.

## **Article 15 DISCIPLINE AND/OR TERMINATION**

1. No bargaining unit member will be disciplined without just cause.
2. Termination of a tenured bargaining unit member shall be only on the following grounds:
  - a. Extraordinary circumstances because of financial exigencies (see Article 18, Position Reduction/Layoff);

- b. Bona fide discontinuance of a program or department, which does not include merging one department, program or college into another, or transferring courses or programs elsewhere within the University (see Article 18);
  - c. Medical reasons (nothing in this provision shall abridge a bargaining unit member's rights under Article 29, Leaves and Article 36, 3.d., Long Term Disability Insurance);
  - d. Just cause.
3. A written notice specifying the reasons for the discipline and/or termination shall be given to the affected bargaining unit member. Such bargaining unit member shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where termination is based on just cause. (See Paragraph 21 of Article 8, Grievance Procedure; and Article 9, Arbitration.)

**Article 16**  
**NOTIFICATION AND REPRESENTATION RIGHTS**

- 1. Upon receipt of a complaint lodged against a bargaining unit member, CMU may conduct a preliminary inquiry. Except for complaints pertaining to the assignment of a grade, Faculty Personnel Services must be notified of complaints lodged against a bargaining unit member as soon as possible. During the preliminary inquiry, if CMU decides that it is necessary to interview the bargaining unit member, the bargaining unit member will be notified that he/she is entitled to request that an ASSOCIATION representative be present at the interview. If such a request is made, it will be granted.
- 2. If, after a preliminary inquiry, the President, Provost, a dean, or their designee, determines that an investigation will be conducted, CMU shall inform the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, of its intent. It is acknowledged, however, that this notice requirement will not apply where it would impede the administration of justice in a criminal investigation. The bargaining unit member shall be notified by CMU of the right to have a representative of the ASSOCIATION present when the bargaining unit member meets with CMU. Should the bargaining unit member elect not to have ASSOCIATION representation, CMU shall secure a written waiver to this effect and forward a copy to the ASSOCIATION except when the bargaining unit member does not wish a copy forwarded.
- 3. CMU shall conduct its investigation in a manner so as to provide the bargaining unit member with due process. At the onset of the investigation, the bargaining unit member shall be informed of the general substantive nature of the investigation and the procedures to be followed by CMU in conducting its investigation. After the bargaining unit member is so informed, the bargaining unit member shall have the opportunity to suggest parties to be contacted by CMU as part of its investigation. At any time during the investigation, the bargaining unit member and/or the ASSOCIATION may offer suggestions and/or comments as to the manner in which the investigation proceeds. CMU shall give serious consideration to such suggestions and comments.
- 4. In the event that CMU concludes that it will conduct an investigation of a bargaining unit member that could lead to discipline or discharge, CMU shall comply with the notice provisions of Paragraphs 1-3 of this Article, prior to requesting the bargaining unit member to answer any questions regarding the subject matter of the investigation or to relinquish any materials relating to the investigation which are solely within the possession of the bargaining unit member.
- 5. When more than one CMU office/unit is involved at the same time in the investigation of a bargaining unit member arising from the same alleged misconduct, CMU shall coordinate its efforts so that requests for information (which may come from more than one office/unit) will be forwarded to the

faculty member from one CMU-designated representative.

6. CMU shall complete its investigation within three (3) calendar months from the date CMU notified the bargaining unit member in writing of its intent to conduct an investigation. Should CMU need additional time to complete its investigation, it will notify the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, in writing what additional time is required and the specific reasons the additional time is needed.
7. Upon completion of its investigation, and prior to issuing its written decision regarding what disciplinary action, if any, to take, CMU shall follow the procedure outlined below:
  - a. CMU will offer the bargaining unit member an opportunity to meet with the CMU representative who will issue the written decision. If the bargaining unit member elects such a meeting, at the meeting CMU will share with the bargaining unit member notice of the action it intends to take and an explanation of the evidence in support of the proposed action. The bargaining unit member shall be given an opportunity to present her/his view of the matter along with any evidence the bargaining unit member considers relevant to the proposed action.
  - b. At the conclusion of any meeting conducted pursuant to Paragraph 7.a., CMU shall offer the bargaining unit member and the ASSOCIATION two (2) weeks to file a written response to the proposed action. An election by the bargaining unit member not to respond shall not be interpreted as an admission of, or agreement with, any of the information provided by CMU.
  - c. After the foregoing steps are completed, CMU shall provide to the bargaining unit member and the ASSOCIATION a written decision regarding what disciplinary action, if any, is to be taken, together with its rationale for the decision.
8. For purposes of this Article, the term "investigation" does not include the preliminary inquiry of the complaining party or parties, the sharing of the complaint with the bargaining unit member, the examination of existing documents in possession of CMU, or the referral of the complaint to FPS.
9. Each year, CMU will report to the ASSOCIATION the number of bargaining unit members electing not to have ASSOCIATION representation and the nature of the complaint(s).
10. For the investigative process concerning allegations of NCAA and Mid-American Conference rule infractions by bargaining unit members, see Letter of Agreement #3.

## **Article 17 FACULTY WORKLOAD**

1. The workload of bargaining unit members encompasses many professional duties and responsibilities necessary to their varied roles. Faculty have considerable discretion in carrying out their professional duties and responsibilities and will operate within university policies and procedures. These duties and responsibilities normally include but are not limited to:
  - a. Teaching, consistent with master syllabi, and/or providing instructional support in a variety of manners and settings;
  - b. Advising and consulting with students;
  - c. Engaging in scholarly and creative activity;

- d. Supporting the proper and efficient functioning of the department, college, and University as a whole (for example, performing committee work); and
  - e. Supporting the University and broader academic community through professional or public service related to the bargaining unit member's discipline.
2. The department and dean share responsibility for appropriate faculty workloads.
  3. With respect to the establishment of appropriate faculty workloads, departmental faculty may, in accordance with the provisions of their department procedures, criteria, standards, and bylaws, make recommendations concerning said workloads. These recommendations may include the definition of a full-time workload and a system of equivalencies for the non-teaching activities.
  4. In the development of workload recommendations, the following guidelines apply to teaching faculty:
    - a. The instructional portion of a faculty member's full-time workload consists of nine (9) to twelve (12) credit hours per semester as determined by the department.
    - b. Adjustments to her/his instructional workload may be made for various academic purposes, such as curricular or professional development activities, advising responsibilities, and supervision of theses or dissertations, as long as these adjustments are not in violation of university policy or a university commitment to accreditation or professional standards.
  5. Adjusted workloads shall be recommended by the department and approved by the dean.
  6. When reporting FYES:FTE ratios, CMU agrees to provide an additional ratio calculation that would exclude chairpersons and sabbatical leaves. This ratio shall be considered by the deans and Provost when allocating resources.

**Article 18**  
**POSITION REDUCTION/LAYOFF**

1. Layoff is the termination of employment of a bargaining unit member for reasons other than the competence of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.
2. CMU may lay off a bargaining unit member under certain conditions. Two of these conditions would be discontinuation of a program, and financial exigency.
  - a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established university curricular procedures prior to any layoff recommendation or decision. These procedures include, where applicable, the "Curricular Authority Document, 1999 Edition," pages 1-13 which has been approved by the Academic Senate and the "Policy on Academic Organization" which has been approved by the Academic Senate and the Board of Trustees.
  - b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:

- 1) At least thirty (30) business days notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.
  - 2) CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.
  - 3) After fulfilling its obligations under 1) and 2) above, CMU will schedule an opportunity for the ASSOCIATION to meet in joint consultation to consider the need to declare financial exigency.
3. Two primary factors have always been involved in faculty personnel decisions:
- a. The immediate and anticipated long-term program needs of the University, and
  - b. The competence and promise of faculty members.

A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

#### **Reduction Prior to Layoff of Bargaining Unit Members**

4. a. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:
  - 1) Leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.
  - 2) Consider no additional appointment of temporary faculty.
  - 3) Eliminate temporary positions in the department.
  - 4) Reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
  - 5) Convert billeted graduate assistantship positions to faculty positions.
  - 6) Recommend, if departmental procedures allow, that a bargaining unit member be assigned a summer school or ProfEd assignment as part of her/his regular load. Such assignments shall not result in a decrease in ten (10) month base salary for the bargaining unit member.
  - 7) Develop, in cooperation with CMU, an early retirement/voluntary resignation program for department members.
- b. If the recommendations made by the department are determined by CMU not to be sufficient to accomplish the amount of reduction necessary in the department or if the recommendations do not meet programmatic needs, the Provost will notify the department in writing that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a written notification by the department of a layoff recommendation. (See Paragraph 7 of this Article.)



## **Layoff of Bargaining Unit Members**

5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, sexual orientation, gender identity, gender expression, veteran status, or other status protected by state and federal law.
6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of Central Michigan University. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:
  - a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the university curricular planning process.
  - b. Length of University Service.
    - 1) Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 (Recognition). Faculty shall retain, but not accrue, length of service while on leave of absence without salary.
    - 2) Regular faculty employed at the University in a non-bargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.
    - 3) Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.
    - 4) Nothing contained in this Article is intended to waive or diminish rights by law provided to bargaining unit members.
7. When it is necessary to lay off a non-tenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the dean as to why options 1) through 7) of Paragraph 4.a of this Article were not exhausted and the reasons for its recommendation under Paragraph 6 of this Article. The document containing the reasons for its recommendation shall be sent to the dean for review, which may include conferring with the department.
8. The dean, after her/his review of the department recommendation, will notify the Provost in writing of the department's recommendation, including its reasons. Within ten (10) business days of the departmental recommendation to the Provost, the Provost shall offer a meeting to the affected bargaining unit member at which the department recommendation may be appealed. The bargaining unit member shall accept or decline such an appeal meeting within five (5) business days of receipt of certified notice of the offer to meet. If accepted, the meeting shall be held within five (5) business days, and the bargaining unit member may request that an ASSOCIATION representative be present. The Provost shall notify the affected bargaining unit member in writing of her/his decision. This notification from the Provost shall constitute the official layoff notification for purposes of this Article.

9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise.
10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the department shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, a department may recommend to CMU that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this Paragraph do not alter the notice provisions of this Article.
11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In these circumstances, the length of service required prior to consideration for the grant of tenure shall not be affected.

### **Provisions for Laid-Off Bargaining Unit Members**

12. The provisions for laid-off bargaining unit members are as follows:
  - a. Appeal Processes. A grievance and appeal mechanism exists in this Agreement to ensure bargaining unit members a system of due process. The grounds for a grievance under this Article are allegations that a violation of procedural regulation has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom occurred which may have significantly contributed to the decision.
  - b. Advanced Notification. Bargaining unit members are provided with advance notice of a decision so that they have time to seek other opportunities. During the first (1st) and second (2nd) year of appointment, the period is not less than six (6) months; after the midpoint of the second (2nd) year, a notice of one (1) full year shall be provided. Strict adherence to these standards of notice of non-reappointment shall be maintained by CMU and results in a firm schedule for recommendations by departments.
  - c. Placement Assistance. An effort is made to assist individuals in securing other employment at this University and elsewhere. CMU shall work with departments to increase our joint effectiveness in these areas. Specifically, Central Michigan University vacancies will be advertised internally, so that bargaining unit members facing layoff may know of all opportunities which exist. Faculty can help in calling to the attention of their colleagues at other schools the availability of individuals whose appointments here cannot be renewed. CMU will also provide bargaining unit members with letters attesting to the fact that the failure to renew a contract was the result of layoff. CMU shall arrange a relocation conference with bargaining unit members who are not reappointed because of retrenchment. These conferences will be coordinated by a representative of the Provost's Office and will include other staff familiar with the employment opportunities within the University. All units of the University where the individual was previously employed will be informed of that individual's availability. The purpose of these conferences is to assure a complete evaluation of intra-University employment possibilities.
  - d. Unemployment Compensation. Individuals who do not have a contract for the next academic year or accept other employment at the University or elsewhere and are otherwise eligible may receive unemployment compensation. This program is funded directly by CMU.

- e. Special List. Any individual who has been laid off shall, upon her/his request, be placed for four (4) years on a special list for the purposes described below. This list shall be maintained by the Provost's Office and shall include basic résumé data. The list shall be sent to each department and the ASSOCIATION and shall be updated regularly.
  - f. Interviews. Each department, prior to filling a vacancy for which the department judges an individual on the list to be qualified, shall offer a personal interview to the individual and give consideration to her/his candidacy prior to forwarding a recommendation for the position. (For rights of tenured bargaining unit members in such cases, see the appropriate provisions in this Agreement.)
  - g. Two-Year Protection. If a non-tenured bargaining unit member's contract is not renewed for the sole reason that the department, at the time of decision, does not have or is not anticipated to have sufficient regular, full-time positions for the program to which the bargaining unit member is primarily responsible, a notation of that reason shall be made in the non-tenured bargaining unit member's personnel file. The non-tenured bargaining unit member's position (whether designated at the time of replacement as regular, part-time, and/or temporary) will not be filled by a replacement in the program within two (2) years, unless the non-tenured bargaining unit member has been offered reappointment. Notification of a recall shall be in writing with a copy to the ASSOCIATION. The written notification shall be sent by personal or certified delivery to the bargaining unit member. It shall be the responsibility of each bargaining unit member to notify CMU of any change of address. The bargaining unit member shall have fourteen (14) days from receipt of notification to respond.
  - h. Benefits Upon Reemployment. Any individual who is reemployed on the regular faculty shall have any previous regular service apply as years of service for purposes of tenure, sabbatical leave consideration, and benefits, where applicable. The university shall have at least two (2) full semesters, exclusive of all leaves, following reemployment to determine whether to grant tenure. If tenure is not granted, the notice provisions in Paragraph 13 of Article 14 (Reappointment, Tenure, and Promotion Policies) shall be applicable.
  - i. Reassignment. CMU will attempt to place, in other suitable positions, bargaining unit members who are to be laid off.
13. In addition to benefits in Paragraph 12 of this Article, a tenured bargaining unit member laid off for a reason other than financial exigency shall be given at least eighteen (18) months' notice or given severance salary equal to the bargaining unit member's annual base salary at the time of layoff. If a tenured bargaining unit member is laid off for reasons of financial exigency, he/she shall be given at least twelve (12) months notice or, where CMU has not provided such timely notice, shall be given severance salary equal to the bargaining unit member's annual base salary at the time of layoff.

#### **Time Limits**

14. CMU may impose time limits for departmental recommendations set forth in this Article in order to meet the time limits in this provision and in other provisions within this Agreement. In no case, however, shall a department be given less than two (2) weeks to forward its recommendation. CMU may allow a longer period of time if it is not pressed by other obligations of this Agreement.

**Article 19**  
**REORGANIZATION/REASSIGNMENT**

1. When a bargaining unit member is assigned to a newly-created academic department, assigned to a department as a partial or complete merger of two (2) or more academic departments, or reassigned to an existing department, the assigned bargaining unit member shall receive not less than her/his current annual base salary in the new assignment. He/she will also retain tenure status, faculty rank, and length of service, as defined in Paragraph 6.b.1) of Article 18 (Position Reduction/Layoff). An exception to this provision is a bargaining unit member who, as a consequence of any of these three (3) reasons for new assignment, is reassigned to, or becomes retrained in, a discipline other than that contained in the initial letter of appointment or in which the bargaining unit member received her/his terminal degree.
2. Where a reassignment becomes necessary due to one of the conditions specified in Paragraph 1 of this Article, the Provost shall notify the affected bargaining unit member in writing where, if any, available tenure-track positions exist. The bargaining unit member shall then indicate a preference, in writing, regarding reassignment to one of the available positions. When making the reassignment, the Provost shall consider the bargaining unit member's preference as well as the programmatic needs of the University. The receiving department and appropriate dean will be involved in formulating the arrangements for the reassignment.
3. For members of departments and/or units whose membership has changed because of a merger of two (2) or more academic units or which have been relocated from one college to another, the following provisions shall apply to those bargaining unit members who held tenure-track appointments at Central Michigan University during the academic year of the reorganization.
  - a. Bargaining unit members under consideration for reappointment, tenure, or promotion shall continue to be evaluated using the procedures, criteria, and standards existing in their former department and/or unit at the time of the merger or relocation until such time as new procedures, criteria, and standards are developed and approved in conformity with Article 10 (Department Procedures, Criteria, Standards, and Bylaws).
  - b. After such new procedures, criteria, and standards are approved, bargaining unit members shall elect to be evaluated using either:
    - 1) The procedures, criteria, and standards existing in their former department and/or unit at the time of merger or relocation, with voting by the members of the former department and/or unit, or
    - 2) The procedures, criteria, and standards developed by the new department and/or unit, with voting by members of the new department and/or unit.
  - c. The election in Paragraph 3.b shall be made known in writing to the appropriate personnel committee prior to their deliberations on the first personnel decision involving the bargaining unit member following the merger or relocation. The same option must be elected for reappointment, tenure, and promotion decisions, except as limited in Paragraph 3.d. of this Article.
  - d. For purposes of promotion, such election may be made only within one (1) full year following merger or relocation. After one (1) year, the criteria, standards, and procedures existing in the new department and/or unit will be utilized for purposes of promotion.
  - e. For non-tenured bargaining unit members, a tenure slot will be available for them at the time the tenure decision is to be made, except where it has been necessary to lay off under Article 18 (Position Reduction/Layoff).

**Article 20**  
**UTILIZATION OF NON-BARGAINING UNIT MEMBERS**

1. If responsibilities regularly and customarily performed by persons in the bargaining unit are performed on the University campus by a source outside the bargaining unit, no bargaining unit member shall be laid off or suffer a loss of base salary as a result.
2. CMU intends to use non-bargaining unit members to supplement bargaining unit members and not to displace them. Therefore, no bargaining unit members shall be displaced as a result of these persons being utilized.
3. A bargaining unit member accepting an alternative assignment remains a member of the bargaining unit unless her/his alternate assignment does not involve at least one-half (½) load in teaching or research. Prior to appointing a bargaining unit member to an assignment which will remove her/him from the bargaining unit, CMU will so inform the bargaining unit member and the ASSOCIATION. If an alternative assignment, which will remove a bargaining unit member from the bargaining unit, is advertised, then the advertisement shall contain that information.
4. Reports
  - a. Following each fiscal year, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior fiscal year. For each department, annual FTE will be partitioned by term. Further, the annual FTE will be partitioned by use type: instructional, research and administrative/service.
  - b. At least once every three years, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior academic year as follows. Faculty FTE will be categorized as regular faculty, full-time temporary faculty, part-time temporary faculty, P&A staff with normal instructional responsibilities, and graduate assistants. For each of these categories, FTE will be further categorized as instructional, research and administrative/service. A report will list, by department and each faculty category: instructional FTE used, number of sections taught, total SCH generated, sections/FTE, and SCH/FTE (where applicable).
5. At the ASSOCIATION's request, CMU and the ASSOCIATION shall meet and confer in regard to the information in Paragraph 4 of this Article.

**Article 21**  
**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

1. The ASSOCIATION and CMU agree that the express terms and provisions of this Agreement shall be applied without regard to an individual's race, color, sex, religion, national origin, age, height, weight, disability, marital status, sexual orientation, gender identity, gender expression, veteran status, or other status protected by state and federal law.
2. The parties recognize that the federal and state law, as well as university policies, provide multiple protections and remedies for equal opportunity and affirmative action. A list of the administrative agencies charged with the enforcement of state and federal equal employment laws is on file in the University's Affirmative Action Office and shall be distributed to the ASSOCIATION and academic departments annually.

**Article 22**  
**INTELLECTUAL PROPERTY RIGHTS**

**Ownership**

1. Ownership rights to intellectual materials created by bargaining unit members are determined by CMU's "Intellectual Property Rights" policy as adopted by the Board of Trustees on December 6, 1996 and clarified in an April 20, 1998 letter from Provost Richard Davenport to the University Community and a November 4, 2008 letter from Provost Julia Wallace to University regular faculty (available at <http://www.orsp.cmich.edu/pdf/ipr.pdf>).
2. These rights are not abridged by storage in facilities provided by CMU. Examples of storage facilities include, but are not limited to, institutional digital repositories, departmental servers, or University-owned PCs.

**Distance Learning**

3. Materials for which a bargaining unit member owns intellectual property rights, and used by that bargaining unit member or others in an interactive television or Internet course offering, shall be considered as provided on a one-time-only basis unless provided otherwise by written prior agreement with CMU.

**Article 23**  
**INFORMATION TECHNOLOGY**

**Computer Services**

1. CMU acknowledges that ordinary on-campus faculty work requires certain computer resources and support. When these are available from the Office of Information Technology or college computer services, CMU will not charge individual bargaining unit members for their use. Charges for the purchase of computer resources as part of grants and consulting contracts are excluded from this provision.
2. CMU and bargaining unit members will, subject to applicable law, make reasonable efforts to maintain the privacy and confidentiality of materials (whether owned by bargaining unit members, CMU, or outside parties) stored in CMU computer services facilities. CMU has the right of access to the contents only in those cases where it has a legitimate "need to know." CMU will make reasonable efforts to safeguard such materials from loss.
3. In the use of CMU computer services facilities, CMU and bargaining unit members will respect copyrights, licenses, and applicable laws; respect the integrity of computing systems; and exercise conduct respectful to the user community at the University and elsewhere.

**Distance Learning**

4. Each interactive television and Internet course offering will be developed through consultation with the department, the appropriate dean(s), and relevant information technology and/or ProfEd personnel.

**Training and Use**

5. Except for bargaining unit members whose professional duties include the use of information technology, participation in an information technology training program, and the use of information technology in teaching and student advising will ordinarily be voluntary for a bargaining unit member. In the event that CMU wishes to make mandatory that which is ordinarily voluntary, as herein stated, CMU will provide written notification to the ASSOCIATION and give it the opportunity to bargain regarding this matter.

**Article 24  
CALENDAR**

1. Both parties acknowledge that the calendar has been established, as described in Paragraph 3 of this Article, for the life of this Agreement. Any calendar change proposed by CMU that would substantially affect the teaching schedule or work assignments of bargaining unit members for the academic year and/or summer session shall be subject to negotiations between CMU and the ASSOCIATION. Before CMU implements any calendar change viewed by CMU as not substantially affecting the teaching schedule or work assignments, CMU will consult with the ASSOCIATION regarding the change. The parties at any time may agree to refer selected calendar matters to the Academic Senate for advice and counsel.
2. This Article is not intended to change the provisions of Article 28.
3. The calendar, beginning with the 2008 Fall Semester and ending with the 2012 Summer Session 2, is as follows:

**Calendar: 2008-2012**

**FALL SEMESTER**

	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
Faculty Preparation Week Begins	M, Aug 18	M, Aug 17	M, Aug 16	M, Aug 15
Classes Begin	M, Aug 25	M, Aug 24	M, Aug 23	M, Aug 22
Labor Day Holiday – No Classes	M, Sep 1	M, Sep 7	M, Sep 6	M, Sep 5
Thanksgiving Recess Begins (5 p.m.)	W, Nov 26	W, Nov 25	W, Nov 24	W, Nov 23
Classes Resume (8 a.m.)	M, Dec 1	M, Nov 30	M, Nov 29	M, Nov 28
Classes End	S, Dec 6	S, Dec 5	S, Dec 4	S, Dec 3
Final Examination Week	Dec 8-12	Dec 7-11	Dec 6-10	Dec 5-9
Commencement	S, Dec 13	S, Dec 12	S, Dec 11	S, Dec 10
Grade Submission Due Date	W, Dec 17	W, Dec 16	W, Dec 15	W, Dec 14

**SPRING SEMESTER**

	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
Faculty Preparation Week Begins	Th, Jan 8	Th, Jan 7	Th, Jan 6	Th, Jan 5
Classes Begin	M, Jan 12	M, Jan 11	M, Jan 10	M, Jan 9
Martin Luther King, Jr. Day – No classes	M, Jan 19	M, Jan 18	M, Jan 17	M, Jan 16
Spring Recess Begins (1 p.m.)	S, Mar 7	S, Mar 6	S, Mar 5	S, Mar 3
Classes Resume (8 a.m.)	M, Mar 16	M, Mar 15	M, Mar 14	M, Mar 12
Study Days - No Classes	Apr30-May1	Apr 29-30	Apr 28-29	Apr 26-27
Classes End	S, May 2	S, May 1	S, Apr 30	S, Apr 28
Final Examination Week	May 4-8	May 3-7	May 2-6	Apr30-May4
Commencement	S, May 9	S, May 8	S, May 7	S, May 5
Grade Submission Due Date	W, May 13	W, May 12	W, May 11	W, May 9

**SUMMER SESSION 1**

	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
Classes Begin	M, May 18	M, May 17	M, May 16	M, May 14
Memorial Day Holiday - No Classes	M, May 25	M, May 31	M, May 30	M, May 28
Classes End	Th, Jun 25	Th, Jun 24	Th, Jun 23	Th, Jun 21
Grade Submission Due Date	T, Jun 30	T, Jun 29	T, Jun 28	T, Jun 26

**SUMMER SESSION 2**

	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
Classes Begin	M, Jun 29	M, Jun 28	M, Jun 27	M, Jun 25
Independence Day Recess - No Classes	F, Jul 3	M, Jul 5	M, Jul 4	W, Jul 4
Classes End	Th, Aug 6	Th, Aug 5	Th, Aug 4	Th, Aug 2
Grade Submission Due Date	T, Aug 11	T, Aug 10	T, Aug 9	T, Aug 7

4. The schedule for the Summer Session is such that:
  - a. All six-week and twelve-week classes will meet Monday through Thursday, inclusive, except as follows:
    - 1) Classes during the week of Memorial Day will meet Tuesday through Friday, inclusive.
    - 2) Classes during the week of July 4 will meet:  
In 2009, Monday through Thursday, inclusive  
In 2010, Tuesday through Friday, inclusive  
In 2011, Tuesday through Friday, inclusive  
In 2012, Monday, Tuesday, Thursday, Friday
  - b. Three-week classes will be scheduled on Monday through Friday, except no classes will be held on the following dates:
    - 1) May 25, 2009 (Monday, Memorial Day)  
June 26, 2009 (Friday)  
July 3, 2009 (Friday)  
August 7, 2009 (Friday)
    - 2) May 31, 2010 (Monday, Memorial Day)  
June 25, 2010 (Friday)  
July 5, 2010 (Monday)  
August 6, 2010 (Friday)
    - 3) May 30, 2011 (Monday, Memorial Day)  
June 24, 2011 (Friday)  
July 4, 2011 (Monday)  
August 5, 2011 (Friday)
    - 4) May 28, 2012 (Monday, Memorial Day)  
June 22, 2012 (Friday)  
July 4, 2012 (Wednesday)  
August 3, 2012 (Friday)
5. One-week classes will not be scheduled for the week of July 4.

**Article 25**  
**SUPPLEMENTARY COMPENSATION FOR BARGAINING UNIT MEMBERS**

1. A bargaining unit member may engage in other activities for financial compensation or gain as long as these activities do not conflict with her/his professional duties or any university programs. If it might reasonably be considered that these other activities would



interfere with a bargaining unit member's professional duties or be in competition with any university program, the intent to engage in such activities must be reported, in writing, to the appropriate department chairperson and the appropriate dean. Such non-conflicting outside activities for compensation normally should be limited to an average of one (1) day per week per semester. All such activities shall be reported, in writing, annually to the appropriate department chairperson and the appropriate dean.

2. A full-time bargaining unit member may not teach or provide other contracted services for compensation at other institutions during the time when he/she has duties on campus without prior written permission from the appropriate department chairperson, the appropriate dean, and the Provost. Teaching or providing other contracted services at other times of the year for institutions outside the state of Michigan shall be reported, in writing, in advance, to the appropriate department chairperson, the appropriate dean, and the Provost. Teaching or providing other contracted services for institutions within the state of Michigan shall be done only with the prior written permission of the appropriate department chairperson, the appropriate dean, and the Provost.
3. Supplemental activity guidelines are intended to provide quality education for Central Michigan University students.
  - a. It is understood that supplemental activities will not interfere with a bargaining unit member's normal responsibilities. It is the expectation of CMU that a bargaining unit member's normal duties will take precedence over activities that provide supplemental income. Supplemental activities cannot be performed if they require the absence of the bargaining unit member from her/his regularly scheduled classes. Exceptions may be made with the approval of the department chairperson and dean. Such activities include, but are not necessarily limited to, teaching for ProfEd and other institutions; teaching Independent Courses in the Field (ICFs); working on externally funded research projects; serving on Prior Learning Assessment Teams; and serving as an outside consultant or outside work of any nature.
  - b. A full-time bargaining unit member may engage in supplemental activities for CMU so long as the payment from these activities does not cause the bargaining unit member's total CMU earnings to exceed one hundred forty percent (140%) of her/his ten (10) month base salary in any period commencing with the first pay period of the academic year and continuing until the first pay period of the subsequent academic year.
    - 1) Should the bargaining unit member's CMU earnings exceed one hundred forty percent (140%) during the period described herein, her/his supplemental earnings potential for the subsequent period will be reduced by the percentage of salary in excess of one hundred forty percent (140%). For example, should a bargaining unit member's supplemental earnings equal one hundred forty-three percent (143%) in one period, her/his supplemental earnings potential will be one hundred thirty-seven percent (137%) for the subsequent period.

- 2) Within the one hundred forty percent (140%) parameter these additional guidelines apply:
  - a) Teaching activities and all other contracted services for ProfEd shall be reported in advance, to the appropriate department chairperson and dean.
  - b) A bargaining unit member may teach no more than three (3) courses for supplemental compensation during the academic year. For purposes of workload determination under this Article, activities such as program capstone courses (e.g., MSA 685, MSA 690, EDU 776), ICF courses, individual tutorials, face-to-face group tutorials with 12 or fewer students, a web-based course with twelve (12) or fewer students, and learning packages will not be treated as a course. In this Paragraph, the meaning of three (3) courses is courses totaling up to nine (9) credit hours.
  - c) When ProfEd courses have overlapping start/stop dates, a bargaining unit member may teach only one of the overlapping courses.
  - d) A bargaining unit member may perform supplemental activities for CMU by teaching on campus and/or off campus (ProfEd) during the summer session providing the activities do not exceed the equivalent of twelve (12) credit hours for the entire summer session.
- c. Any of these guidelines may be waived for an individual bargaining unit member by the dean of the college to which the bargaining unit member is regularly assigned. A bargaining unit member in a college denied an exception may not grieve the denial on grounds that a dean of another college granted an exception. This shall not be construed to prevent a bargaining unit member in a college to grieve on the basis that he/she received disparate treatment from similarly situated bargaining unit members in the same college, or to prevent any bargaining unit member from grieving on the basis that a dean's denial of an exception was based on unlawful discrimination.
- d. A college may have additional requirements occasioned by professional accreditation standards regarding supplemental activity for bargaining unit members.

**Article 26**  
**TEACHING OPPORTUNITIES ADDITIONAL TO SEMESTER TEACHING**

1. CMU and the ASSOCIATION recognize that the Summer Session between the two (2) normal academic semesters provide opportunities for faculty flexibility, job security, and additional compensation.
2. Preference for appointment to teach the Summer Session will be given to qualified bargaining unit members provided they have been recommended by the department through which such courses are being offered. Departments have the responsibility to

review and recommend approval of the credentials of individuals other than Central Michigan University faculty prior to their appointment to teach the Summer Session.

3. Preference also will be granted to qualified bargaining unit members for nonteaching assignments to be performed by faculty members.
4. CMU shall publish timely notices in *insideCMU* of all compensated committee or other nonteaching opportunities for the Summer Session so that qualified bargaining unit members may apply.
5. A bargaining unit member, with the recommendations of the department and college and with the approval of the Office of the Provost, may elect to waive the right to supplemental compensation and develop an alternative plan for fulfilling normal academic on-campus responsibilities. A mutually acceptable plan may involve the reduction of that person's responsibilities such as teaching, advising, and University and departmental committee assignments during the academic year in exchange for comparable responsibilities during the Summer Session or similar arrangements.

## **Article 27 PROFED**

1. Bargaining unit members will not be required to teach courses offered by ProfEd except for those instances where ProfEd-scheduled courses are taught as part of the on-campus load in compliance with Article 28.
2. For purposes of this Article and this Article only,
  - a. "Department" means the academic departments, the MSA Council, the MA in Humanities Council, the MA in Education Council, or the Undergraduate Extended Degree Program Council;
  - b. "Chairperson" means the chairpersons of the academic departments or the Directors of the MSA Program, the MA in Humanities Council, the MA in Education Council, or the Undergraduate Extended Degree Program Council; and
  - c. The "originating departments" of all courses other than those of academic departments are: the MSA Council for the MSA designator; the MA in Humanities Council for the HUM designator; and the MA in Education Council for the EHS designator.
3. Departments have responsibility for the following in contributing to ProfEd scheduling and staffing of course offerings.
  - a. Announcement of ProfEd Offerings. ProfEd will announce its offerings by publishing them electronically at [www.cel.cmich.edu/faculty/opportunities/cmu-campus-faculty.html](http://www.cel.cmich.edu/faculty/opportunities/cmu-campus-faculty.html). This site will also provide the deadline date for submitting CMU faculty

Teaching Preference Forms, the appropriate ProfEd address for obtaining full information about each course that is to be offered, and a means to sign up for automatic electronic notification of new postings.

- b. Teaching Preference Form. Any bargaining unit member desiring to enter into a contract to teach a scheduled course according to the ProfEd prescribed format and criteria must indicate that preference by submitting a CMU faculty Teaching Preference Form with the appropriate signatures to ProfEd within fifteen (15) business days of the announcement of the offering of the course at [www.cel.cmich.edu/faculty](http://www.cel.cmich.edu/faculty) by the deadline indicated in the course offering list. If the course is to be taught in an on-line (or web-based) format, the bargaining unit member, by signing this Teaching Preference Form, attests that he/she has contacted CMU's Center for Instructional Design to discuss what are considered to be the current "best practices" for teaching in an on-line format, or that he/she intends to become conversant with these "best practices" prior to teaching the course, and that he/she will adopt or adapt these "best practices" in a manner appropriate to the course in order to help assure, as best as one can, that the course learning objectives are met. (The Center for Instructional Design may be contacted at 989-774-7140. An Online Instructional Training Workshop is regularly offered through the Center for Instructional Design to help faculty become conversant in on-line instructional "best practices.") A copy of the Teaching Preference Form shall also be delivered to the office of the department chairperson within the deadline. The department chairperson then shall sign the form indicating her/his approval or non-approval for the instructor to teach the specific course. In the case of approval, the chairperson's signature is an indication that the instructor has the subject matter expertise to teach the course and that the instructor may teach at the time and location of the ProfEd class without causing a conflict with a department commitment. The dean of the bargaining unit member's college will then review the request for compliance with the member's on-campus class schedule and with accreditation overload restrictions. Where no problem with commitment or compliance exists, bargaining unit members shall have preference for teaching such courses.
- c. If no bargaining unit member in a department from which a ProfEd-scheduled course originates chooses to teach the course, a department may recommend other qualified bargaining unit members. In cases in which an instructor is not a member of the department from which the course originates, the Teaching Preference Form must include the signature of the chairperson of the department from which the course originates. This signature is an indication that the instructor is qualified to teach the course. The chairperson of the instructor's department also must sign the form as an indication that the instructor may teach at the time and location of the scheduled class. A Central Michigan University instructor will not be contracted by ProfEd for any course outside her/his own departmental courses without the approval of the chairperson of the department which provides the course designator.
- d. Approval of ProfEd Instructors. Departments shall have the authority to approve or disapprove all credentials of all individuals who teach ProfEd-scheduled courses

having the department course designator. The minimum credentials, which must be submitted for departmental review, consist of a current resume or curriculum vitae, academic transcripts, and evidence of teaching effectiveness, if this evidence is available. Departments have the responsibility to review all approvals of instructor credentials for ProfEd once every three (3) years, either from the initial approval or previous re-evaluation. Credentials of individuals may be re-evaluated sooner at the request of either ProfEd or the appropriate department. ProfEd shall have the responsibility to notify departments that it is time for a review and shall forward any pertinent information on the instructor to the department at that time. Departments shall complete the review process within 30 business days from receipt of the request for approval or re-evaluation. If the credentials have not been acted upon within 30 business days, ProfEd may act as if the credentials have received a one-time only approval and shall inform the department accordingly. If the department has failed to act on the credentials at the completion of the one-time only class, then ProfEd may decide to act as if the credentials had been approved. ProfEd shall inform the department of its decision and shall make available to the department the instructor's teaching scores, class syllabi, and grade distributions. Departments may still act on the credentials at any time, but ProfEd will not be required to withdraw a contract once it has been offered. If an instructor is disapproved, the department shall indicate in writing to ProfEd the specific reason(s) for disapproval. ProfEd may appeal the department's decision to a ProfEd Review Committee, as defined in Paragraph 5 of this Article. The decision of the ProfEd Review Committee shall constitute a final determination of the issue.

- e. Scheduling and Staffing Courses. ProfEd has the responsibility for decisions regarding the scheduling and staffing of the courses for which it is accountable. In carrying out its responsibility, ProfEd will prefer bargaining unit members but reserves the right to assign non-bargaining unit members on the basis of:
  - 1) Programmatic need for unique subject matter competency, in selected cases only, or
  - 2) Sponsor-specific requirements, in which case a copy of such requirements shall be shared with the department. When more than one (1) bargaining unit member indicates preference for the same course, the originating department of the course shall have the responsibility of designating the instructor. The department will provide the rationale for its decision, in writing, to ProfEd and the unsuccessful applicant(s).
- f. In those circumstances when more than one (1) bargaining unit member indicates a preference for the same course, and the originating department has designated the instructor, the unsuccessful applicant(s) may request a review of the decision by the department. The individual(s) requesting the review shall be given the opportunity to meet with the department for the purpose of addressing the alleged deficiencies of the selection process prior to the department vote. The department shall either reaffirm the decision of the department, or designate the petitioner as the instructor for the course.

4. Review of Approval to Teach. Although an initial determination and evaluation of academic qualifications of bargaining unit members is performed by the department, approval to teach a ProfEd-scheduled course will be reviewed upon presentation of evidence of teaching deficiencies in ProfEd-offered courses. This review shall be conducted by the Vice President/Executive Director of ProfEd with the sole purpose of determining whether the bargaining unit member shall be assigned to subsequent ProfEd-scheduled courses. The bargaining unit member shall be notified of a review and shall be given an opportunity to address the alleged deficiencies prior to a determination. A decision by the Vice President/Executive Director of ProfEd to not assign the bargaining unit member to a course(s) may be appealed by the member to a ProfEd Review Committee, as defined in Paragraph 5 of this Article.
5. a. ProfEd Review Committee. A ProfEd Review Committee shall be created to consider appeals regarding Paragraphs 3.d., 4, and 7 of this Article, and shall consist of three (3) members, selected from the following colleges: Business Administration; Communication and Fine Arts; Education and Human Services; Health Professions; Humanities and Social and Behavioral Sciences; and Science and Technology. The members shall be:
  - 1) A dean from a college other than the applicable college;
  - 2) A chairperson selected randomly from among the chairpersons of the departments in the applicable college, excluding the chair of the specific department; and
  - 3) A bargaining unit member selected randomly from among the members of the departments in the applicable college, excluding the members of the specific department and the department of the chairperson member of the committee.
- b. This process of selection shall occur de novo for each appeal. A representative of Faculty Personnel Services (FPS) and a representative of the ASSOCIATION Grievance Committee shall meet to select the members of each ProfEd Review Committee so that membership of the Review Committee is completed within 15 business days of receipt by FPS of a request to create the committee. The Review Committee will render its decision within 45 business days of the date of the request.
  - 1) Prior to rendering its decision, the Review Committee shall review any materials presented to it by either ProfEd or an academic department, and shall extend an invitation to ProfEd and the academic department to have a representative from those units meet with the Review Committee to present its case and answer any questions the Review Committee may have.
  - 2) The Review Committee shall have the latitude to develop additional (or supplemental) procedures it deems useful in helping it render its decision.
  - 3) The Review Committee decision shall be by majority vote.

6. All proposals for new concentrations and degree programs must be developed with the involvement of campus faculty who teach in the subject matter areas. Such concentrations and programs must be approved according to the Academic Senate guidelines for curricular proposals.
7. For course offerings offered by academic departments through ProfEd within Michigan other than extended degree programs, ProfEd and the department will jointly determine what courses shall be taught, when these courses shall be taught, and the location of these courses. Any disagreement concerning the above determination may be taken to a ProfEd Review Committee, as defined in Paragraph 5 of this Article.
8. ProfEd will distribute the "Department Semester Course List" to departments twice a year.
9. Face-to-face course. Bargaining unit members teaching face-to-face courses for ProfEd will be compensated at a rate of not less than \$995 per credit hour.
10. Independent Course in the Field (ICF). Bargaining unit members who teach a course as an ICF will be paid at a rate of not less than \$82 per credit hour.
11. Tutorial. Bargaining unit members who provide group tutorials will be paid at a rate of not less than \$82 per credit hour for each student registered in the course. Bargaining unit members who provide individual tutorials will be paid at a rate of not less than \$325 per tutorial.
12. Learning package.
  - a. Bargaining unit members who teach learning package courses shall be paid at a rate of not less than \$42 per credit hour for each registered student.
  - b. Bargaining unit members who make complete revisions (30% or more) to a learning package course shall be paid at a rate not less than \$600 per credit hour.
  - c. Bargaining unit members who develop a new learning package course shall be paid at a rate not less than \$1600 per credit hour.
13. Web-based course.
  - a. Bargaining unit members who teach web-based courses shall be paid at rates not less than:
    - 1) For a course with up to 5 students, \$300 times the credit of the course (which does not depend upon the number of students).
    - 2) For a course with 6-12 students, the same rate as group tutorials (see Paragraph 11).

- 3) For a course with 13 or more students, the same rate as a face-to-face course (see Paragraph 9) plus \$40 per credit per student for each student in excess of 25.
  - 4) The number of students is equal to the number of students who receive a final grade, including I and Z grades.
- b. Bargaining unit members who make complete revisions (30% or more) to a web-based course, or convert a learning package to a web-based course, or adapt an external web-based package (or portions thereof) shall be paid at a rate not less than \$600 per credit hour. Some conversions may be treated in a similar fashion to developing a new web-based course (see Paragraph 13.c. below).
  - c. Bargaining unit members who develop a new web-based course or convert a face-to-face course to a web-based course shall be paid at a rate not less than \$1600 per credit hour.
  - d. When a department agrees to develop a web-based course, it shall, in consultation with the individual(s) whom it has approved to develop the course, determine whether this activity shall be part of the normal workload of the bargaining unit member(s) or a supplemental assignment.
14. CMU will ensure that department chairpersons and college deans are apprised in a timely manner of all ProfEd teaching and non-teaching commitments entered into by bargaining unit members.

**Article 28**  
**TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES**

**Teaching at Locations Distant From the Main Campus**

1. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:
  - a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, after consulting with the department and informing the applicant during the interview process that off-campus teaching may be expected, or
  - b. The bargaining unit member volunteers for a specific assignment(s), or
  - c. The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with



ProfEd. For example, the following departments (and their successors) shall be deemed to have undertaken the responsibility described in this Paragraph for the Midland Center: The School of Accounting, and Departments of Business Information Systems, Chemistry, Economics, Finance and Law, Management, and Marketing and Hospitality Services Administration.

2. A department that has undertaken the staffing of a program outside of Isabella County shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken. A department can refuse to staff such a program only if such staffing would interfere with its ability to meet its on-campus commitments. If, for any other reason, a department does not meet its responsibility for staffing in a timely manner, the dean will make the staffing assignment using personnel with credentials approved by the department.
3. A department that has undertaken the offering of a program outside of Isabella County in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in course offerings of the program failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings.
4. Every five (5) years, the dean(s) responsible for a program outside of Isabella County, Michigan, will coordinate, for the departments staffing the program, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.
5. Bargaining unit members whose regular assignments are in Mt. Pleasant but who are assigned to teach at locations within the state of Michigan and outside of Isabella County, Michigan, as part of their regular teaching load, shall be compensated for travel time at a rate of not less than 30¢ per mile for travel either from their residence or from Mt. Pleasant, Michigan, to the location where the course is being taught, whichever distance is less. This compensation is in addition to allowable expenses which shall be reimbursed by travel voucher filed by the bargaining unit member. Funding for such expenses will be provided by the dean and/or Provost.

#### **On-Campus Teaching at Non-Traditional Times**

6. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of the department's traditional instructional times except as follows:
  - a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, or
  - b. The bargaining unit member volunteers for a specific assignment(s).

7. A department that has undertaken the staffing of courses at non-traditional times shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken.
8. A department that has undertaken the offering of courses at non-traditional times in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in these offerings failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings during traditional instructional times.
9. Every five (5) years, the dean(s) responsible for courses offered at non-traditional times will coordinate, for the department staffing these courses, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

## **Article 29 LEAVES**

### **Sabbatical Leave**

1. A sabbatical leave may be granted to a tenured bargaining unit member so long as the purposes of the leave are to further the interests of Central Michigan University as well as the bargaining unit member. The primary purposes for which a sabbatical leave is granted are to provide a tenured bargaining unit member with opportunities to:
  - a. Improve and strengthen her/his teaching;
  - b. Engage in research and/or professional writing for intended publication in the applicant's area of expertise;
  - c. Perform scholarly or professional services at the local, state, national, or international level;
  - d. Engage in other creative or scholarly activities; or
  - e. Engage in intellectual and professional development activities that will be of benefit to the individual and to the University.
2. All tenured bargaining unit members are eligible to apply for this type of leave to take effect at the end of the sixth continuous year, or twelfth semester, of regular full-time duties. Untenured bargaining unit members are eligible to apply in the eleventh semester of regular full-time duties or later, provided that they expect to be tenured by the beginning of the proposed sabbatical. The leave, if approved, shall be contingent on the

granting of tenure effective prior to the start of the leave. In computing the six (6) year requirement, continuous part-time service shall be accumulated and converted to full-time service (e.g., two (2) semesters of one-half (½) time duties equal one (1) semester of full-time duties). Credit also may be granted for professionally relevant leaves taken since the bargaining unit member's last sabbatical leave. Credit for sabbatical leave eligibility shall not be cumulative beyond six (6) years unless a fully approved leave is denied solely for the convenience of the department, college, or University.

3. Evaluation and Review.

- a. Individuals and committees who evaluate leave requests shall give consideration to:
  - 1) The quality of the proposal, its probable value to the professional development of the individual, and the contribution to the University and students;
  - 2) Potential value of the completed project to the University, the applicant's college, professional area, and students;
  - 3) Evidence which exhibits sound preliminary planning of the project and ability to complete the project;
  - 4) Past record of service to the University, research, teaching, and other scholarly and creative activity;
  - 5) The final report and any subsequent outcomes of the most recent sabbatical leave;
  - 6) Years of service applicable toward the leave; and
  - 7) Impact on departmental programs.
- b. Application for Sabbatical Leave. An application for sabbatical leave is made in the fall semester only. Individuals requesting a sabbatical leave shall secure a copy of the "Sabbatical Leave Administrative Rules and Procedures" and shall complete the "Application for Sabbatical Leave/Leave of Absence". This application form shall be accompanied by a proposal using the structure outlined under the section "Proposal Format," as found in the "Sabbatical Leave Administrative Rules and Procedures." Both the Rules and Procedures and the Application Form can be found on the Faculty Personnel Services (FPS) website at <http://www.fps.cmich.edu>.
- c. Department Review. The department shall act as the initial and primary reviewing body for proposed sabbatical leave projects. The department shall assist the applicant in perfecting the application where necessary and feasible. Applications recommended by the department shall be forwarded to the college committee.
- d. College Review. The college committee consists of representatives determined by each college. The college committee is charged with the responsibility of:

- 1) Assisting the dean in reviewing the departmental recommendation for compliance with the sabbatical leave provisions of the current Agreement, departmental policies and procedures, and the “Sabbatical Leave Administrative Rules and Procedures” consistent with the current Agreement;
- 2) Recommending proposals to the dean; and
- 3) Serving as an appeal body when requested by the applicant whose proposal has been denied at the department level.

The dean and the college committee shall give due weight to the department’s recommendation concerning the merits of the proposal. The dean shall communicate her/his recommendations to the Provost.

- e. Provost Review. The Provost shall review those applications recommended by the deans, as well as those not recommended but appealed by the bargaining unit member, and will recommend applications to be submitted to the Board of Trustees for approval.
  - f. At any level of review at which a proposed project is denied, the bargaining unit member will be given a written explanation indicating the reason(s) for denial. At the department and college levels, this may also include suggestions for revisions. Where revisions are suggested, the bargaining unit member shall be given up to two (2) weeks to resubmit the proposal to the department or college, as appropriate.
  - g. Bargaining unit members will be notified of the final action by the Board of Trustees.
4. Salary and Benefits During Sabbatical Leave.
- a. A sabbatical leave may be granted for one-half ( $\frac{1}{2}$ ) the annual contractual period at full salary or for one (1) annual contractual period at one-half ( $\frac{1}{2}$ ) salary. The sabbatical leave comprises the bargaining unit member’s total CMU work responsibility, whether for one-half ( $\frac{1}{2}$ ) or a full contractual period, unless additional CMU activities are included and approved as part of the sabbatical leave application process.
  - b. While on sabbatical leave, an individual is an employee of the University and continues to receive benefits. If the leave is at full salary for one-half ( $\frac{1}{2}$ ) the annual contractual period, those benefits available to all full-time faculty will continue unaffected. However, if the leave is for the annual contractual period at half salary, retirement contributions, life insurance, and disability insurance coverage will be based on the actual salary paid.
5. Other Compensation During Sabbatical Leave. As a general rule, a bargaining unit member on a sabbatical leave may engage in other activities for financial compensation or gain only when these activities are included and approved as part of the sabbatical leave application process. It is the responsibility of the applicant to inform the University

of all other salary, grants, fellowships, or financial support he/she expects to or does receive during the period of the sabbatical leave.

6. Sabbatical Leave Postponement.

- a. An approved sabbatical may be postponed at the request of the bargaining unit member, the department, or the college. Such postponement must be recommended by the department, the dean, and the Provost and submitted to the Board of Trustees for approval.
- b. Postponement of an approved sabbatical may be requested by the bargaining unit member for a period not to exceed two (2) semesters beyond the period initially approved as the leave period; e.g., a sabbatical approved for Fall Semester may be postponed until the following Fall Semester. An approved sabbatical which is postponed at the request of the bargaining unit member and is not taken within two (2) semesters beyond the period initially approved is canceled. This limitation does not apply when postponement requests originate from the department or the college.
- c. A sabbatical leave application shall not be denied solely for the convenience of the department or college. Any time delay incurred because an approved sabbatical is postponed solely for the convenience of the department or college shall accrue in terms of eligibility toward a subsequent sabbatical leave. Every effort should be made to accommodate the approved sabbatical leave in the subsequent academic year.

7. Eligibility for Subsequent Sabbatical Leave. A bargaining unit member begins to accrue time toward eligibility for the next sabbatical leave in the regular semester in which the final report of the previous sabbatical is submitted to the dean's office, provided normal academic duties are resumed. Otherwise, the eligibility begins to accrue in the semester in which normal academic duties are resumed provided the final report has been submitted. The leave time is not considered to be part of the accrued time toward a subsequent leave.

8. Returning After Sabbatical Leave. A bargaining unit member granted a sabbatical leave agrees in writing to return to CMU for at least one (1) year (12 months) following the period of the leave or to refund the compensation paid by CMU during the leave unless this obligation is specifically waived by the Provost. This obligation is waived in case of death, accident, or illness causing the bargaining unit member to be unable to return.

9. Final Report. Recipients of a sabbatical leave agree to submit a full written report by the end of the academic semester in which normal academic duties are resumed. Two copies of this report shall be made with one being forwarded to the department chairperson and the other forwarded to the office of the dean for review and acceptance. Upon review and acceptance, the dean shall forward a copy of the report to Faculty Personnel Services and shall notify the bargaining unit member in writing of the acceptance of her/his report.

The final report must contain:

- a. A brief summary of the proposal;
- b. A review of the tasks accomplished;
- c. Copies of articles, monographs, creative works, or manuscripts prepared for publication, if applicable; and
- d. A description of the explicit outcomes as they affect the individual and the University.

### **Sick Leave**

10. a. Sick Leave Accrual. Ten (10) month bargaining unit members shall accrue sick leave, at the rate of two-thirds ( $\frac{2}{3}$ ) day per semi-monthly pay period, from August 16 through May 15 of each year. Twelve (12) month bargaining unit members shall accrue sick leave, at the rate of one-half ( $\frac{1}{2}$ ) day per semi-monthly pay period, between January 1 and December 31 of each year. Bargaining unit members on reduced assignment will accrue sick leave prorated on the basis of the proportion their appointment is to a regular full-time appointment. Paid sick leave accrual shall accumulate from year to year up to a maximum accrual of one hundred thirty (130) days for all bargaining unit members.
  - b. If a bargaining unit member exhausts her/his accrued sick leave, he/she shall be removed from the payroll, except as described in Paragraph 11 of this Article, and shall cease accruing additional sick leave until he/she reports back to duty.
11. a. Sick Leave Bank. A sick leave bank with six hundred (600) days is established January 1 each calendar year for use by bargaining unit members. The sick leave bank does not accumulate from year to year, but begins each calendar year with six hundred (600) days.
  - b. If any bargaining unit member should exhaust her/his accrued sick leave, he/she may draw from the sick leave bank pursuant to guidelines developed by the ASSOCIATION and use the allowance from the bank as if the days were accrued. If the sick leave bank is reduced to fifty (50) days, each bargaining unit member may contribute one or more days of sick leave to the sick leave bank.
  - c. A bargaining unit member may use no more than a total of one hundred thirty (130) days of sick leave in any calendar year and/or for the same continuing illness.
12. Beginning Sick Leave Balances When Returning From Disability. If a bargaining unit member returns to the University after having been on long term disability, her/his sick leave balance will begin at zero.

13. Ending Year on Sick Leave. If a ten (10) month bargaining unit member finishes the Spring Semester or a twelve (12) month bargaining unit member finishes the fiscal year on sick leave without having exhausted her/his accrued sick leave, the bargaining unit member shall remain on the University payroll at the start of the Fall Semester or fiscal year as appropriate until he/she has exhausted her/his accrued sick leave or is able to report for duty, whichever occurs first.
14. a. Charging of Sick Leave. All absences of a bargaining unit member due to her/his physical or mental condition caused by illness or injury shall be charged against the bargaining unit member's sick leave accrual whether or not her/his department absorbs the work or the university provides a substitute. A bargaining unit member will be considered absent if he/she fails to appear for regularly assigned duties for one-half ( $\frac{1}{2}$ ) day or more because of illness or injury. Sick leave will be charged for the time absent from work. Sick leave will be charged continuously from the first day of illness until the bargaining unit member again assumes regularly assigned duties. For ten (10) month bargaining unit members, sick leave will be charged for illness occurring or existing during the period beginning with the first day of the first pay period for the Fall Semester through the last day of the last pay period for the Spring Semester. Sick leave may be taken in units of no less than one-half ( $\frac{1}{2}$ ) day. Sick leave will be charged at the rate of eight (8) hours for a full day's absence and forty (40) hours for a full week's absence, excluding any holidays when the University is closed for all employees.
  - b. Up to ten (10) days of a bargaining unit member's sick leave may be used each calendar year for the care of a sick or injured immediate family member or other eligible individual. Immediate family members will be defined the same as under Family Medical Leave, e.g., spouse, children, and parents.
15. No Sick Leave for Supplemental Assignments. Sick leave cannot be charged to cover absences from supplemental activities. For purposes of this Article, supplemental activities are those done for CMU in addition to the bargaining unit member's regularly assigned duties. These may include, but are not limited to, summer school assignments, ProfEd activities, and summer research activities.
16. a. Coordination of Sick Leave and Disability Benefits. Bargaining unit members who receive a payment for a compensable illness or injury (under the workers' compensation law), from social security, or receive any disability income or continuation of income under a plan or program at the University will be paid supplemental sick leave by the University in accordance with requirements of the applicable law, insurance plan or program or University policy.
  - b. Bargaining unit members must report all work-related injuries (no matter how minor) to the Workers' Compensation Office/CHIP as soon as possible. Information and procedures regarding Workers' Compensation are available at [www.hrs.cmich.edu/wellness/wc.htm](http://www.hrs.cmich.edu/wellness/wc.htm).

17. a. Physician's Statement and Return to Work. Each bargaining unit member desiring consideration for sick leave benefits may be required to file a medical certification form with CMU containing a statement signed by a physician or other certified health care provider,
    - 1) explaining the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts within the knowledge of the physician or health care provider regarding the condition, and
    - 2) stating that the bargaining unit member is unable to perform the duties of the position of the bargaining unit member.
  - b. Prior to returning to work from a sick leave of more than five (5) consecutive working days, a bargaining unit member may be required to submit to CMU a statement signed by a physician or other certified health care provider certifying that the bargaining unit member is able to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member's performing regularly assigned duties. If medically determined that the member's condition would interfere with performance of her/his duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.
  - c. The bargaining unit member will be required to furnish medical certification within fifteen (15) working days of a request for such certification. If certification is not received, or is received late, all absences may be considered as lost time; and the bargaining unit member's pay may be reduced accordingly.
18. CMU shall maintain a sick leave record on all bargaining unit members.
  19. Bargaining unit members must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.
  20. Working Day. A day of the week on which the bargaining unit member is scheduled to perform regularly assigned duties. A work week shall be interpreted to mean any five (5) working days of a week (Sunday through Saturday) determined by the individual bargaining unit member's work schedule.

### **Maternity Leave**

21. Bargaining unit members are eligible for as much as six (6) weeks of paid maternity leave, consistent with medical documentation, which will be charged against their accrued sick leave or the Sick Leave Bank as necessary (see Paragraph 11 of this Article). Also, the Family Medical Leave Act ("FMLA" or "Act") provides for up to twelve (12) weeks in a calendar year of unpaid leave for the birth of a child (see Paragraphs 30 and 31 of this Article). CMU administers the FMLA concurrently with its paid sick leave program (as



provided by the Act). Bargaining unit members may, therefore, utilize a total of twelve (12) weeks of maternity leave. Where a bargaining unit member has accrued paid vacation days, she may utilize these days to extend the total maternity leave.

22. Bargaining unit members seeking maternity leave must contact their department chair and dean in advance of their leave date in order to provide appropriate notice under the Act and to coordinate changes in course scheduling if necessary. They also should contact the ASSOCIATION and Human Resources (Benefits Office) for additional information. The department chair or dean should contact Faculty Personnel Services at the earliest possible date in order to ensure that bargaining unit member responsibilities under both the Act and the leave provisions of this Article have been fulfilled.

### **Military Leave**

23. Provisions for military leave shall be guided by and in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which can be found in Title 38 of the United States Code, Chapter 43, Section 4301-4333. Except as modified by the Act, bargaining unit members must provide advanced verbal or written notice of military service to their department chair and dean, if their leave will coincide with any portion of their CMU contract period. CMU expects such notice immediately upon receipt by the bargaining unit member of orders to report for service or, in the case of a volunteer for service, upon such decision.
24. Short Term Service. Any bargaining unit member shall, upon her/his request, be granted a military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States uniformed services, not to exceed fifteen (15) consecutive calendar days in any calendar year, under the following conditions:
  - a. Arrangements for such leaves are to be made with the bargaining unit member's department chairperson, or designated supervisor of a unit not organized as a department, well in advance of the actual short term service; and
  - b. The bargaining unit member is to go on leave, whenever possible, at the convenience of CMU; and
  - c. CMU will pay the difference between a bargaining unit member's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar uniformed service organization.
25. Extended Service. Bargaining unit members who enter active military service in the uniformed services of the United States or the Michigan National Guard under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fill an active uniformed service obligation. This leave shall automatically terminate if the bargaining unit member remains in uniformed service beyond the

member's initial obligation or fails to report for work within ninety (90)\* days after release from the uniformed service and having made application for reemployment. A bargaining unit member who timely reports for work will be assigned a position, dependent upon the positions available, in the department to which the bargaining unit member was assigned prior to military leave. If it is not possible to assign a position to the bargaining unit member immediately upon return from military leave, the member may be placed in an alternate assignment or granted an extended leave until the commencement of the following semester during which time the Office of the Provost will make a concerted effort to find a position for that person.

### **Leave for Court-Required Service**

26. Leave for court-required service is granted to members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action. Paid leave for court-required service is not available for supplemental activities including, but not limited to, summer school assignments, ProfEd activities, and summer research activities done for CMU in addition to the bargaining unit member's regularly assigned duties. A bargaining unit member is expected to report for regular University duty when her/his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

### **Funeral Leave**

27. A bargaining unit member will be given an approved absence, normally not to exceed three (3) business days per occasion, if any of the following relatives die:
- a. Spouse, children;
  - b. Brothers, sisters, brothers-in-law, sisters-in-law;
  - c. Parents, grandparents, parents-in-law; or
  - d. Relatives living in the same household.
28. The exact length of the leave shall depend upon the circumstances. The dean, upon the recommendation of the department chairperson, may approve exceptions to the three (3) business day limit.

### **Necessity Leave**

29. A bargaining unit member will be given an approved absence not to exceed two (2) business days in any calendar year to meet those personal needs which cannot be met

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\* The number of days one has to report for work may be less than 90 days where uniformed service has been less than 180 days. The bargaining unit member will be expected to provide documentation of the leave and the application for reemployment.

outside of her/his regular work schedule. Some examples of such absences are: attendance at a funeral, except one covered under Funeral Leave; attending to personal business; illness of a relative living in the same household. Whenever possible, the bargaining unit member shall give advance notice of this leave to the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of her/his duties. The dean, upon the recommendation of the department chairperson, may approve additional necessity leave.

### **Family and Medical Leave Act ("FMLA")**

30. a. The provisions of paragraphs 30-35 of this Article are intended to comply with the Family Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement. At the same time as bargaining unit members are afforded rights under the Act, they also shall comply with their responsibilities under the Act. The CMU policy statement on FMLA leave may be found at <http://www.cmich.edu/gencounsel/manual/>.
  - b. A bargaining unit member is eligible for a FMLA leave if he/she has been employed by CMU for at least twelve (12) months and has completed at least one thousand two hundred-fifty (1250) hours of service during the twelve (12) month period immediately preceding the date on which the leave commences.
31. An eligible bargaining unit member will be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 – December 31) for one or more of the following events:
    - a. For the birth of a son or daughter of the member and to care for such child;
    - b. For the placement of a child with the member for adoption or foster care;
    - c. To care for a spouse, child, or parent of the member if the former has a serious health condition; or
    - d. Because of a serious health condition of the member, which renders her/him unable to perform the functions of her/his position. In this situation, the bargaining unit member will be required to use accrued sick leave and allowance, if any, from the Sick Leave Bank as part of the twelve (12) weeks of FMLA leave. If the bargaining unit member exhausts her/his accrued paid sick leave and allowance from the Sick Leave Bank, any portion of the remaining twelve (12) weeks of FMLA leave shall be unpaid. Notwithstanding the previous sentence, a bargaining unit member with a ten (10) month appointment and a summer assignment may be granted an unpaid leave if he/she is unable to perform assigned duties during the summer assignment.

32. Use of Paid Time Prior to Any Unpaid Leave. 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, child or parent who has a serious health condition, the bargaining unit member is first required to exhaust any available paid vacation leave and necessity leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
33. FMLA Entitlement When Both Spouses Are CMU Employees. Spouses who both work for the University are each entitled to exercise their rights under the FMLA. CMU will administer the provisions of the Act so that, if otherwise eligible under the Act, each spouse will be able to take up to a 12-week unpaid leave of absence.
34. Notification of Need for FMLA Leave.
- a. Birth/Care or Adoption. An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the department chairperson and dean, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.
  - b. Planned Medical Treatment for Spouse, Other Eligible Individual, Child, or Parent. An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, other eligible individual, child, or parent, should notify, in writing, the department chairperson and dean, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. The bargaining unit member must also give at least thirty (30) calendar days written notice, or if impossible, as much written notice as circumstances permit.
  - c. Care of Spouse, Other Eligible Individual, Child, or Parent. If the requested leave is to care for a spouse, other eligible individual, child, or parent who has a serious health condition, the bargaining unit member will be required to file with CMU in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the bargaining unit member is needed for such care.
35. Notice of Intent to Return to Work. A bargaining unit member on an approved FMLA leave should keep the department chairperson informed regarding her/his status and intent to return to work upon conclusion of the leave.

#### **Other Leaves of Absence Without Salary**

36. Granting of Unpaid Leaves of Absence. Other leaves of absence without salary may be granted only for special reasons to those bargaining unit members who have been employed on a regular basis. Leaves may be granted for reasons such as poor health, advanced study, child care, and visiting professorships. Each request is made to the

chairperson of the department, coordinator of the area, or person designated for the area who serves the function of the department chairperson for purposes of this provision, who will refer the matter to the appropriate dean who will then forward her/his recommendation with departmental recommendations to the Provost for a final decision. Bargaining unit members shall be notified in writing of the Provost's decision.

37. Benefit Continuation During Unpaid Leave. A bargaining unit member on a leave of absence without salary is allowed to continue (at the member's own expense, provided such continuation does not duplicate the benefit offered by any other employer of such member, until the bargaining unit member completes twenty-four (24) months of such leave) the following benefits described in this Agreement provided they are in effect for the bargaining unit member when the member commences such leave, and provided the benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, dental insurance, health insurance, and disability income insurance. However, if the unpaid leave is a FMLA leave described in Paragraphs 30-35 of this Article, the health coverages are maintained at the level and under the conditions coverages would have been provided if the bargaining unit member had continued in employment continuously for the duration of the leave. The bargaining unit member shall make arrangements with the Benefits Office, Rowe Hall, before commencement of the leave for any benefits which the bargaining unit member wishes continued.
38. All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay.

#### **Medical Condition Following Leave**

39. Medical Certification Prior to Return to Work. A bargaining unit member returning from a leave of absence of any kind in excess of ten (10) consecutive working days, except for court-required service leaves, funeral leaves, and necessity leaves, may be required to furnish a physician's statement as to her/his condition, if CMU has reasonable grounds to believe the bargaining unit member may have a medical problem. If medically determined that the member's condition would interfere with performance of her/his regularly assigned duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.

#### **Article 30 SALARY**

1. Each bargaining unit member employed by CMU as a bargaining unit member on April 1 of the preceding academic year, shall receive a minimum base salary increase effective the first pay period of the academic/fiscal year, as follows:

2008-2009: 3.0% plus \$500

2009-2010: 3.0% plus \$525

2010-2011: 3.0% plus \$550

2. References to salary refer to the rates for ten (10) month service only. Salary adjustments for those on twelve (12) month contracts will be effective July 1 of each fiscal year and for those on ten (10) month contracts, August 16 of each academic year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths).
3. A part-time bargaining unit member shall receive a salary based on the proportion of her/his part-time appointment to full-time employment.
4. Bargaining unit members who normally teach classes and who are required as part of their duties to be at the university working with students while other bargaining unit members are not required to be at the university working with students shall receive additional compensation.
5. CMU will report to the ASSOCIATION salary adjustments made to bargaining unit members during the term of this Agreement. Reasonable requests for existing records pertaining to the bargaining unit will be honored.
6. References to salary refer to the rates for ten (10) month service only. A bargaining unit member's ten (10) month base salary shall be no less than the following minimum levels after all salary adjustments have been made for the appropriate year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths):

<u>Rank of Bargaining Unit Member</u>	<u>2008-11</u>
Professor	\$63,000
Associate Professor	\$50,000
Assistant Professor	\$42,500
Instructor	\$29,000

7. Pay Plans. A bargaining unit member's ten (10) month base salary shall be paid according to one of the following pay plans, selected by the bargaining unit member prior to the beginning of the first pay period of an academic year:
  - a. 18 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending May 15 of the subsequent year.
  - b. 24 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending August 15 of the subsequent year.

If the fifteenth (15th) or the last day of a month falls on a weekend or a holiday, payments will be made on the Friday before.

**Article 31**  
**SALARY FOR THE SUMMER SESSION**

1. A bargaining unit member who is assigned to on-campus teaching responsibilities during the summer session shall be paid .0278 times the bargaining unit member's ten (10) month base salary for each credit hour taught.
2. Paid summer session assignments for on-campus and off-campus activities are limited to no more than the equivalent of twelve (12) credit hours for the entire summer session.

**Article 32**  
**SALARY FOR OVERLOAD**

1. Overload teaching assignments are voluntarily accepted assignments by a bargaining unit member to an on-campus teaching activity in addition to her/his regularly assigned duties. Payment for such assignments shall be at a rate of \$4,400 for teaching a three (3) credit course if the department chairperson and the dean of the college agree that payment is appropriate. Should the overload assignment occur for a portion of a semester, the salary will be prorated based on the number of weeks the overload assignment is performed divided by sixteen (16) weeks. The request to a bargaining unit member to accept an overload teaching assignment will be made, in accordance with the department's procedures and bylaws, by the department chairperson of the bargaining unit member's department.
2. Non-teaching overload assignments are voluntarily accepted assignments by a bargaining unit member to perform responsibilities in addition to her/his regularly assigned duties. Extra payment for non-teaching overload assignments may be initiated by the supervisor of the activity. The amount of such payment will be determined by the department chairperson, dean of the bargaining unit member's college, and the supervisor of the activity, if that person is not the department chairperson or dean.
3. Overload assignments, whether teaching or non-teaching, may not conflict with the performance of a bargaining unit member's regularly assigned duties.

**Article 33**  
**SALARY ADJUSTMENTS FOR PROMOTION AND COMPLETION OF  
APPROPRIATE TERMINAL DEGREE**

1. Bargaining unit members who meet the requirements for a Ph.D. or Ed.D. (or equivalent degree), as certified by the granting institution, and who have not previously held such a degree, shall have added to their ten (10) month base salary the sum of \$1,000. If the requirements are completed, as certified by the granting institution, during the term of a ten (10) month contract, the \$1,000 shall be prorated according to the relationship of time remaining on the bargaining unit member's ten (10) month contract to that member's total contract.

2. Bargaining unit members who do not hold a Ph.D. or Ed.D. (or equivalent degree) and meet the requirements for a terminal degree other than the Ph.D. or Ed.D. (or equivalent degree) shall have added to their ten (10) month base salary the sum of \$500. If the requirements are completed, as certified by the granting institution, during the term of a ten (10) month contract, the \$500 shall be prorated according to the relationship of time remaining on the bargaining unit member's ten (10) month contract to that member's total contract.
3. A bargaining unit member who is promoted shall receive for the promotion an increase in the member's ten (10) month base salary provided such payment yields a salary for the promoted bargaining unit member at least equal to the minimum pay for the rank to which he/she was promoted. If the increase does not yield such a salary, then the bargaining unit member shall receive a salary at least equal to the minimum pay for the rank to which the bargaining unit member was promoted. The increases will be in the following amounts:

<u>For Promotion To:</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Professor	\$7,000	\$7,250	\$7,250
Associate Professor	\$6,000	\$6,250	\$6,250
Assistant Professor	\$2,500	\$2,500	\$2,500

4. Rank is automatically adjusted from Instructor to Assistant Professor as a result of the completion of the Ph.D. or Ed.D. (or equivalent degree). When the degree completion is certified by the granting institution, the bargaining unit member shall receive either a \$1,000 addition to the member's ten (10) month base salary in lieu of the \$1,000 discussed in Paragraph 1 of this Article or an amount necessary to adjust the member's ten (10) month base salary to the minimum pay for Assistant Professor, whichever is greater.
5. For purposes of this Article, certification of the completion of degree requirements shall mean a written statement from the graduate dean of the granting institution (or other representative communicating on behalf of the granting institution). The statement shall include:
  - a. The degree to be awarded to the bargaining unit member;
  - b. The date by which all degree requirements (except formal awarding of the degree) were completed; and
  - c. The date on which the degree will be awarded.

**Salary Adjustment for Professor**

6. Bargaining unit members who have held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increment in base salary equal to the increment for promotion from Associate Professor to Professor specified in Paragraph 3 of this Article. A full Professor may receive the salary adjustment no more frequently than once every four (4) years.



**Article 34  
VACATIONS**

1. Full-time bargaining unit members on twelve (12) month appointments accrue vacation allowance at the rate of one-and-two thirds (1-2/3) days per month for a maximum of twenty (20) days per year. Twelve (12) month bargaining unit members who are part-time shall accrue vacation allowance prorated on the basis of the ratio of their appointment to a full-time appointment.
2. Vacation accrual shall be charged for all times when a bargaining unit member is scheduled to be performing regularly assigned duties but is away from those duties for personal reasons other than those reasons which entitle a member to other types of leave covered under the other leave provisions outlined in this Agreement.
3. Vacation shall be taken in units of one-half (½) day. Bargaining unit members shall arrange with their supervisor the scheduling of vacations. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage. Maximum vacation accrual is thirty-seven and one-half (37.5) days.
4. Twelve (12) month bargaining unit members who terminate employment at Central Michigan University or transfer to a ten (10) month assignment at the University shall receive payment for accrued and unused vacation time accumulated as of their date of separation or reclassification, up to a maximum of twenty (20) days.

**Article 35  
TRAVEL ACCIDENT INSURANCE**

1. CMU shall provide insurance for bargaining unit members traveling on official university business with coverage at a minimum of \$500,000 for accidental death or dismemberment and \$1,000 for medical expense. The dismemberment benefit may be less than \$500,000 according to the provisions of the policy.
2. Additional information regarding details of the Travel Accident Insurance Plan is available in the Risk Management Office.

**Article 36  
FLEXIBLE BENEFIT PROGRAM**

1. All bargaining unit members covered by this Agreement are eligible to participate in CMU's flexible benefit program, CMU Choices. The following benefits under CMU Choices are available to a bargaining unit member's spouse and dependents: hospital, surgical, and prescription drug insurance and dental insurance.
2. The hospital, surgical, and prescription drug coverage will be MESSA Super Care I or Choices II. However, in the event coverage for an Other Eligible Individual as described under Article 37 is rendered unavailable because of additional MESSA criteria, only then would a bargaining unit member have the opportunity to select hospital, surgical, and prescription drug coverage under CMU's self-funded program.

3. With CMU Choices, each bargaining unit member will have the opportunity to select from the following coverage programs. Monies contributed below may be used for other benefits under the Flexible Benefit Program (CMU Choices) with the exception of the flexible spending accounts (Health Care and Dependent Care) in Paragraph 3(f) and Dependent Life Insurance in Paragraph 3(g) of this Article. Except for those benefits where the bargaining unit member has elected “No coverage,” in no event will excess monies be provided to the individual bargaining unit member in cash.
- a. Hospital, Surgical, and Prescription Drug Insurance. CMU Choices provides coverage programs as described in Paragraphs 1 and 2. Whichever program is used, CMU's monthly contributions will be according to the following model. The ASSOCIATION has the option to add cost reduction riders for 2009-2010 and 2010-2011. The ASSOCIATION is to notify CMU of its decision to exercise such an option by no later than March 15, 2009 and March 15, 2010.

CMU Monthly Contributions for Medical

	10/16/2008 – 6/30/2011
1 Person	\$522.99
2 Person <sup>1</sup>	\$1,174.86
Family	\$1,305.23
No coverage <sup>2</sup>	\$80.00

Note: The 2007-2008 contributions continued until October 15, 2008 inclusive.

- b. Dental Insurance. CMU Choices provides bargaining unit members a choice between two coverage programs: D100/50/50 or 100/75/50/50. Whichever program is chosen, CMU's monthly contributions will be:

CMU Monthly Contributions for Dental

	10/16/2008 – 6/30/2011
1 Person	\$29.25
2 Person <sup>1</sup>	\$61.50
Family	\$72.75
No coverage	\$10.00

Note: The 2007-2008 contributions continued until October 15, 2008 inclusive.

<sup>1</sup> Defined as bargaining unit member and spouse, bargaining unit member and one child, or bargaining unit member and other eligible individual.

<sup>2</sup> If coverage is provided outside of CMU, must show proof of coverage.

- c. Life and Accidental Death and Dismemberment (AD&D) Insurance. CMU Choices provides coverage options of 1, 1.5, 2, 3, and 4 times the bargaining unit member's base salary. A bargaining unit member must elect a coverage level of at least 1 times the member's base salary. CMU will contribute an amount per month per \$1000 of coverage equivalent to 1.5 times the bargaining unit member's base salary that will fully pay the premium for this amount of coverage. Each coverage option contains an equal amount of additional benefit in the form of AD&D coverage.
- d. Long Term Disability Insurance.
- 1) CMU Choices provides coverage options of 50% and 67% of a bargaining unit member's base salary. A bargaining unit member must elect one of the coverage options. CMU will contribute an amount per year per \$100 of the bargaining unit member's base salary that will fully pay the premium for the 67% coverage. Effective July 1, 2010, 67% coverage will be the only option available for LTD coverage.
  - 2) The Total Disability Income Protection Plan provides for continuation of retirement funding while the bargaining unit member is receiving benefits. The amount paid into the plan is approximately the same as would normally have been made when integrated with the social security contribution and other funding factors which are applicable at the time. The carrier for the plan adjusts the payment rates from time to time to reflect changes in the funding factors. If the bargaining unit member is enrolled in the defined contribution Retirement Program, payments will be made to her/his regular contract. If the bargaining unit member is in MPSERS, a retirement annuity will be commenced for the bargaining unit member, and payments will be made to that annuity contract.
  - 3) Prior to returning to work from total disability leave, a bargaining unit member will be required to submit to CMU a physician's statement certifying that the bargaining unit member is sufficiently recovered to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member performing assigned duties. The college shall hold a tenure-track position for the bargaining unit member on total disability leave for four (4) years from the time the total disability began. After that time, the return to work of the bargaining unit member is subject to the availability of a position for which the bargaining unit member is qualified, as determined by the dean.
  - 4) A bargaining unit member receiving benefits under this plan is eligible to make an irrevocable election of either of the following options with respect to hospital and surgical insurance:
    - a) Continue hospital and surgical insurance under CMU's group health plan at the level coverage would have been provided if the member had continued working. Coverage shall continue until such time as the totally disabled bargaining unit member qualifies for Medicare under social security old age benefits, unless benefits continue under this plan, or for four (4) years,

whichever comes first. CMU will pay toward such coverage an amount equal to the amount paid on behalf of bargaining unit members with the same coverage; or

- b) Change to or continue hospital and surgical insurance for only the bargaining unit member under CMU's group health plan until such time as the totally disabled bargaining unit member qualifies for Medicare under social security old age benefits. CMU will pay toward such coverage an amount equal to the amount paid on behalf of bargaining unit members with the same coverage.
- 5) A bargaining unit member receiving benefits under this plan is eligible to continue the following benefits described in this Agreement, provided they are in effect for the member when the member becomes totally disabled and provided the benefit program allows continuation of the benefit:
- a) Dental coverage, at the member's own expense; but
  - b) CMU contributions toward life insurance will cease effective with the date the carrier approves/denies the waiver of premium; and
  - c) CMU contributions toward long-term disability coverage will cease effective with the date the carrier approves/denies the member's disability claim.
- e. 1) Short-Term Disability & Sick Leave Bank. CMU Choices provides for short-term disability insurance to bargaining unit members. This insurance is optional, and where the bargaining unit member might elect coverage, he/she pays the entire premium cost of the coverage.
- 2) Bargaining unit members may wish to weigh carefully any election of Short Term Disability coverage because they have access to the Sick Leave Bank, which was designed to cover all but extreme short-term disability situations. Therefore, bargaining unit members considering enrollment in the university's short-term disability insurance plan should contact the ASSOCIATION and/or the Benefits Office before doing so.
- f. Flexible Spending Accounts. CMU Choices provides Health Care and Dependent Care tax saving flexible spending accounts. A bargaining unit member, if he/she elects, may contribute amounts on a pre-tax basis to one or both accounts at her/his discretion. Federal tax rules establish the administrative requirements associated with these accounts.
- g. Dependent Life Insurance. A bargaining unit member may purchase dependent life insurance for her/his spouse and/or children on an after-tax basis. Coverage for a bargaining unit member's spouse (under age 70) in the amount of \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000 is available with premium costs based on the age of the spouse and coverage level. Coverage for a bargaining unit member's child(ren) is available in the amounts of \$10,000 or \$25,000, with certain age restrictions.

- h. Vision Care. CMU Choices provides for a bargaining unit member to purchase vision care insurance coverage for her/himself, for her/his spouse and/or children on a pre-tax basis. The bargaining unit member shall be responsible for the entire cost of the premium.
4. An open enrollment period will be held to afford bargaining unit members the opportunity to make initial medical coverage selections. Annually (except for the dental insurance coverage which is generally a two-year election), an open enrollment period will be held to provide bargaining unit members the opportunity to change their selections.
5. Bargaining unit members may make coverage changes consistent with changes in their status during the plan year. Examples of status changes are birth, marriage, and loss of employment by spouse. These coverage changes must be made in the Benefits Office, Rowe Hall, within thirty (30) calendar days of the event resulting in a status change.
6. Dental and life insurance coverages and long-term disability become effective the first of the month following commencement of employment, and other insurance coverages become effective the first day of the bargaining unit member's employment. Effective July 1, 2009, all insurance coverages become effective the first day of the bargaining unit member's employment.
7. All insurance coverages terminate on the day the bargaining unit member's employment terminates unless the ten (10) month bargaining unit member has worked the entire academic year (Fall and Spring Semesters) in which case he/she will be entitled to insurance coverage through August 15 of the current year.
8. Bargaining unit members whose spouses are also CMU employees will not be allowed to carry duplicate coverage for themselves, their spouse or their dependents through CMU nor will they be permitted to combine their medical and dental CMU contributions for the purchase of higher cost benefits.
9. Additional information regarding CMU Choices and the details of specific coverages is available in the CMU Choices plan document and in the Benefits Office, Rowe Hall.

**Article 37**  
**OTHER ELIGIBLE INDIVIDUAL BENEFITS**

Effective with the ratification of this contract, the University will make available the "other eligible individual" pilot program. The eligibility criteria for, and extent of benefits coverage under this Agreement available to, qualified individuals will be as determined by applicable University program and policy as described in the University's "Other Eligible Individual" program.

**Article 38  
RETIREMENT**

**Contribution to Retirement Programs**

1. CMU will continue to contribute to Michigan Public School Employees Retirement System (MPERS) on behalf of bargaining unit members who were employed at CMU and enrolled in MPERS on December 31, 1995. Enrollment in MPERS will not be an option for bargaining unit members newly appointed on or after January 1, 1996, unless specifically provided by Michigan statute. Effective January 1, 2000, bargaining unit members enrolled in MPERS may purchase service credit toward retirement with pre-tax dollars.
2. CMU will continue to contribute twelve percent (12%) to the defined contribution Retirement Program on behalf of bargaining unit members employed by CMU on September 1, 1996 and individuals under contract by September 1, 1996, except for those enrolled in MPERS.
3. CMU will continue to contribute ten percent (10%) to the defined contribution Retirement Program on behalf of bargaining unit members who began employment at CMU after September 1, 1996, except for those individuals under contract by September 1, 1996 or those eligible and enrolled in MPERS.
4. TIAA-CREF will be a vendor in the defined contribution Retirement Program. Bargaining unit members participating in the defined contribution Retirement Program may choose any of the options made available by TIAA-CREF or by other program vendors which are permitted under Michigan law and which are approved by CMU.
5. Bargaining unit members may elect to participate in tax-deferred retirement programs through a salary reduction agreement with CMU. A limited number of program vendors, including TIAA-CREF, will be selected by CMU. CMU will remit the bargaining unit member's contribution to the plan sponsor.
6. Additional information regarding details of MPERS, the defined contribution Retirement Program, SRAs, and the additional 403(b) supplemental retirement plan options is available in the Benefits Office, Rowe Hall.

**Eligibility**

7. Bargaining unit members meeting one of the following criteria qualify for retirement from Central Michigan University:
  - a. At least 10 years of benefits eligible Central Michigan University service and at least

age 55, or

- b. At least 25 years of benefits eligible Central Michigan University service at any age, or
- c. At least 10 years of benefits eligible Central Michigan University service at any age if totally and permanently disabled as determined by the Social Security Administration.

### **Continuation of Hospitalization and Surgical Insurance**

- 8. A bargaining unit member who retires from Central Michigan University shall be eligible to continue the group hospitalization and surgical insurance coverage he/she had while a Central Michigan University employee through direct pay with MESSA, as long as MESSA continues to allow this. The full cost of this coverage shall be borne by the retiree.

### **Article 39 RETIREMENT SERVICE AWARD**

- 1. Bargaining unit members employed by Central Michigan University in the bargaining unit who were on the payroll or on leave of absence prior to March 1, 1976, and who retire as specified in Article 38 (Retirement), shall receive a retirement service award of one-and-one-half percent (1½%) of the bargaining unit member's current ten (10) month base salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.
- 2. For purposes of Paragraph 1, bargaining unit members who retire at age 55-59 with at least fifteen (15) but less than thirty (30) years of service shall receive a retirement service award calculated according to the same method but multiplied by 55/60 if age fifty-five (55), 56/60 if age fifty-six (56), etc. The proration of the award is waived by CMU when an eligible bargaining unit member under age sixty (60) has entered into a retirement incentive agreement with CMU.
- 3. In case of the death of a bargaining unit member who had been on the payroll or on leave of absence prior to March 1, 1976, the retirement requirements are waived and an amount equal to the retirement service award will be paid to the estate of the bargaining unit member.
- 4. Additional information regarding details of the retirement service award is available in the Benefits Office, Rowe Hall.

### **Article 40 TUITION REMISSION**

- 1. A bargaining unit member and/or her/his spouse and/or dependent child(ren) shall be

given the opportunity to take Central Michigan University courses on a tuition remission basis under CMU's tuition waiver policy. The maximum remission is limited to on-campus rates. Bargaining unit members may also audit Central Michigan University courses and receive the tuition remission. A part-time bargaining unit member is entitled to tuition remission prorated on the proportion of her/his part-time appointment to full-time employment. The Student Activity Center fee, and any special course fees or incidental fees, such as the late registration fee, parking fee, etc., and any tuition costs in excess of on-campus tuition are not covered by tuition waiver and must be paid by the employee. Full details of the tuition waiver policy are available in the Benefits Office, Rowe Hall. The policy can be found on the web at <http://www.cmich.edu/genccounsel/manual/>.

2. Conditions for participation:

- a. The participant(s) must have been admitted to Central Michigan University by the Admissions Office or the College of Graduate Studies.
- b. Each bargaining unit member on a full-time appointment is eligible to receive a tuition remission for up to twenty-four (24) hours per benefit year.
- c. Eligibility certification under university procedure must be completed by the bargaining unit member at the Benefits Office, Rowe Hall, prior to enrollment.

**Article 41  
PARKING PERMIT**

A bargaining unit member may purchase a parking permit for a single vehicle, valid for all times of the year during which a parking permit or day ticket is required. The annual cost of a parking permit is not to exceed \$200 for the life of this Agreement.

**Article 42  
RELEASED TIME FOR FACULTY ASSOCIATION PRESIDENT**

The President of the ASSOCIATION shall be granted half-time ( $\frac{1}{2}$ ) release from normal professional duties for the academic year. The rights of the President of the ASSOCIATION under this Agreement will not be altered by this provision.

**Article 43  
MONETARY AWARDS**

1. Before any new university-wide monetary award program is implemented for faculty, or before any existing university-wide monetary award program is modified, it shall be referred to the Academic Senate for its review and recommendation. Recommendations of the Academic Senate regarding such awards must be approved by CMU and the ASSOCIATION prior to implementation.
2. Before any new college/department monetary award program is implemented for faculty, or any existing such program is modified, it shall be referred to the bargaining unit



members in that college/department for review and approval via a secret, written ballot.

**Article 44**  
**CONTINUITY OF OPERATIONS**

The ASSOCIATION, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet classes, boycott or similar acts constituting a strike. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension; and this provision shall not be by way of limitation on CMU's right to any other remedy under law for such violation. In the event that any member or members of the bargaining unit represented by the ASSOCIATION engage in any of the above activities, the President of the ASSOCIATION or a representative thereof shall, upon request from CMU, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their employment-related responsibilities.

**Article 45**  
**CONTRACT DOCUMENTS**

This Agreement consists of Articles one (1) through forty-eight (48) in this document, pages numbered one (1) through seventy-nine (79) inclusive, nine (9) Letters of Agreement, pages numbered eighty-one (81) through ninety-four (94) inclusive and signed by representatives of CMU and the ASSOCIATION, Exhibit A (Policy Regarding Objections to Political-Ideological Expenditures), pages numbered ninety-five (95) through ninety-seven (97) inclusive, and Exhibit B (Location of Personally-Identifiable Information), pages numbered ninety-eight (98) through one-hundred (100) inclusive.

**Article 46**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the ASSOCIATION and CMU.

**Article 47**  
**VALIDITY**

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws; but, if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

**Article 48**  
**TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the ASSOCIATION and CMU retroactive to July 1, 2008 (except as noted in Article 36, Paragraph 3), and shall remain in full force and effect until midnight June 30, 2011, at which time it will terminate.

SIGNATORIES

CENTRAL MICHIGAN UNIVERSITY

CENTRAL MICHIGAN UNIVERSITY  
FACULTY ASSOCIATION

---

Michael Rao, President

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Nancy J. White, President

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Julia E. Wallace, Provost

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Mark M. Freed, Secretary

NEGOTIATING TEAM

NEGOTIATING TEAM

---

Ray L. Christie

---

Krista Graham

---

D. Michael Fields

---

Roger D. Hatch

---

Robert C. Martin

---

Joyce Henricks

---

J. Matthew Serra

---

Debra McGilsky

---

Barrie J. Wilkes

---

Philip J. Squatrito

---

Herman A. Theeke

---

Brad van Eeden-Moorefield

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Jiafei Yin

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Kathleen Tucker, MEA

Signing Date: November 10, 2008

**LETTER OF AGREEMENT #1  
REORGANIZATION**

The parties agree, for the life of this Agreement, that the term “department” defined in Article 1 (Definitions) of this Agreement shall include other academic units to which bargaining unit members are reassigned as a result of a reorganization implemented during the term of this Agreement. The sole purpose of this Letter of Agreement is to extend current Agreement provisions pertaining to departments to bargaining unit members under a new organizational structure.

FOR THE ASSOCIATION:

\_\_\_\_\_  
Nancy J. White, President

\_\_\_\_\_  
Krista Graham, Co-Chair

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

FOR CMU:

\_\_\_\_\_  
Michael Rao, President

\_\_\_\_\_  
Julia E. Wallace, Provost

\_\_\_\_\_  
Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #2  
RESEARCH MISCONDUCT POLICY AND PROCEDURES**

Central Michigan University (CMU) and the Central Michigan University Faculty Association (FA) have entered into this Letter of Agreement concerning research misconduct at the University. The parties agree that to the extent the Research Misconduct Policy and Procedures (policy)\* applies to bargaining unit members, it becomes part of the 2008-2011 Agreement.

1. FA bargaining unit members are covered by and subject to the provisions in the policy.
2. Any alleged violation of this policy is grievable by bargaining unit members under the applicable CMU/FA Agreement.
3. Because of a potential conflict of interest, no bargaining unit member shall serve on an investigative committee involving an allegation against another bargaining unit member.
4. Nothing contained in this Letter of Agreement or the policy is intended as a waiver of the parties' future bargaining rights with respect to those aspects of the policy which are mandatory subjects of bargaining.
5. Where required by federal and state laws, rules and regulations, CMU will adhere to any additional requirements and responsibilities beyond those specified in the policy.

\*A copy of the Research Misconduct Policy and Procedures is available from the Office of Research and Sponsored Programs and can be found at <http://www.cmich.edu/gencounsel/manual/>.

FOR THE ASSOCIATION:

FOR CMU:

\_\_\_\_\_  
Nancy J. White, President

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Michael Rao, President

\_\_\_\_\_  
Krista Graham, Co-Chair

\_\_\_\_\_  
Julia E. Wallace, Provost

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

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Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #3  
NCAA AND MID-AMERICAN CONFERENCE RULE INFRACTIONS  
CMU INVESTIGATION PROCESS**

CMU and the ASSOCIATION have entered into this Letter of Agreement concerning an investigation process pertaining to NCAA and Mid-American Conference rules infractions. The parties agree that, to the extent investigations of such rule infractions apply to bargaining unit members, the following investigation process becomes part of the 2008-2011 Agreement.

1. Central Michigan University (CMU) is a member of the National Collegiate Athletic Association (NCAA) and the Mid-American Conference (MAC) and, therefore, is required to administer its athletics programs in accordance with the constitution, bylaws and other legislation (collectively called "rules and regulations," herein also referred to as "rules") of the NCAA and the MAC. The enforcement procedures of the NCAA are applied to CMU when CMU fails to fulfill the obligation to apply and enforce NCAA rules.
2. An infraction, or violation, is a breach of an NCAA or MAC rule. An infraction is called a secondary violation if it provides only a limited recruiting or competitive advantage and it is isolated or inadvertent in nature. All infractions other than secondary violations are called major violations, specifically including those that provide an extensive recruiting or competitive advantage. Repeated secondary violations may also be identified by the NCAA or MAC as a major violation.
3. Bargaining unit members in Intercollegiate Athletics (herein called "coaches") are required to comply with applicable NCAA and MAC rules. The individual employment contract of a coach shall include the stipulation that a coach who is found in violation of NCAA regulations "...shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures ... and the stipulation that the coach may be suspended for a period of time, without pay, or that the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations." [NCAA Division I Manual: Constitution, Operating Bylaws, Administrative Bylaws, Article 11.2.1] Coaches are also required to comply with university rules/policies as specified in their employment contracts.
4. If CMU is aware that a coach has violated an NCAA or MAC rule, NCAA procedures hold CMU responsible to self-report that infraction to the NCAA and MAC. Self-disclosure is considered by the NCAA in establishing penalties, and, if CMU reports an alleged infraction prior to it being otherwise reported to the NCAA or MAC, such disclosure shall be considered a mitigating factor in determining the institutional and individual penalties and/or corrective actions. However, CMU shall conduct investigations of alleged infractions in a manner consistent with Article 16 of the Agreement, except as specifically allowed in Paragraph 6 below. There are no circumstances where it is appropriate for any CMU administrator to advise a coach that he/she should not consult the Faculty Association and/or should not file a grievance.
5. As soon as CMU is aware that a coach may have violated an NCAA or MAC rule, CMU's NCAA Compliance Officer will notify and consult with Faculty Personnel Services, and will either herself/himself or with assistance from other university officials promptly conduct an inquiry into the alleged infraction(s) of NCAA and MAC rules by the coach. Upon

completion of the inquiry, the Compliance Officer will provide the President, Faculty Personnel Services and the Athletic Director with a written report which shall include the alleged infraction(s), the applicable NCAA bylaws, whether (based upon NCAA case precedent) the possible infraction(s) would be secondary or major violations, preliminary facts, issues and recommendations.

6. If the written inquiry report of the Compliance Officer concludes there is reason to believe an infraction(s) occurred and it would be a secondary violation, the Compliance Officer and the coach may agree to the following informal investigation process, after the coach has been given an opportunity to consult with a Faculty Association representative.
  - a. The coach will be informed of the inquiry results (including the action that is allegedly a violation, the applicable NCAA bylaws, and the appropriate facts), given the opportunity to respond, and advised of any proposed discipline or corrective actions.
  - b. If there is no substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation will be ended and, as appropriate, discipline and/or corrective actions will be imposed. In this event, the coach will be given the opportunity to have Faculty Association representation. If this election is made, a representative of Faculty Personnel Services will also be present. An institutional self-report will be sent to the NCAA.
  - c. If there is a substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation process will become the formal process described in Paragraph 7.
7. The formal investigation process applies in three circumstances where:
  - a. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be a secondary violation, and the coach, after being given an opportunity to consult with a Faculty Association representative, decides not to use the informal investigation process described in Paragraph 6, or
  - b. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be considered a major violation, or
  - c. Faculty Personnel Services concludes from its review of the written inquiry report of the Compliance Officer that the situation also involves a possible violation of CMU rules or policies.
8. The formal investigation process is as follows:
  - a. The Compliance Officer notifies the coach in writing of the alleged infraction and whether, based upon NCAA case precedent, the alleged infraction would be considered a secondary or a major violation, and that the coach has the right to Faculty Association representation. A copy of this notification will be provided to the Athletic Director, the President, and Faculty Personnel Services.
  - b. The Compliance Officer and Faculty Personnel Services will jointly conduct an investigation, consistent with Article 16 of the Agreement and with NCAA and MAC rules.

- c. The following are examples of requests that will be made of the coach:
    - 1) answers to questions related to the alleged infraction,
    - 2) materials relating to the alleged infraction, which materials are solely within the possession of the coach, and
    - 3) a written statement responding to the alleged infraction and describing any mitigating circumstances as to why the alleged infraction occurred.
  - d. If the Compliance Officer concludes there is reason to believe no infraction occurred, he/she will prepare a self-report and file it in her/his office. Unless requested by the coach, there will be no record of the inquiry in the coach's official personnel file. After two years, the self-report will be destroyed unless the Compliance Officer has sent a copy of the self-report to the NCAA or MAC.
  - e. If the Compliance Officer concludes that there is reason to believe an infraction occurred, the Compliance Officer will prepare a written draft institutional self-report and send a copy to the coach. If the coach disputes the facts regarding her/his action(s) as described in the report, he/she may submit a written response which will be considered by CMU as it finalizes its institutional self-report. Such written response from the coach will be included as part of the final institutional self-report. Following this, CMU will provide the coach and the Faculty Association a written decision regarding what disciplinary and/or corrective actions, if any, is/are to be taken, together with a rationale for the decision. The coach may submit a written response to the proposed actions. A copy of the written decision and the coach's response will be attached to the institutional self-report before it is sent to the NCAA.
9. CMU will determine disciplinary and/or corrective actions after reviewing NCAA case precedent, advisement from the NCAA and MAC, and penalties suggested by NCAA Operating Bylaws.
  10. All letters of discipline (e.g., admonishment, reprimand, suspension) will be signed by the Athletic Director. Such letters will be forwarded to the President and to Faculty Personnel Services and placed in the coach's official personnel file. Letters must be reviewed by Faculty Personnel Services or the General Counsel before they are signed by the Athletic Director.
  11. As necessary, this Letter of Agreement may be reviewed and amended upon agreement of CMU and the Faculty Association for the life of the current Agreement.

FOR THE ASSOCIATION:

FOR CMU:

\_\_\_\_\_  
Nancy J. White, President

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Michael Rao, President

\_\_\_\_\_  
Krista Graham, Co-Chair

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Julia E. Wallace, Provost

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Philip J. Squatrito, Co-Chair

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Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #4  
IMPLEMENTATION OF ARTICLE 6**

CMU and the ASSOCIATION agree to the following statements concerning the implementation of Article 6, paragraphs 6 and 7 of the 2008-2011 Agreement.

1. In preparation for their conference, and upon the request of the dean, tenured bargaining unit members will provide a curriculum vitae or written summary of their activities in the areas of scholarly and creative activity, service, and evidence of teaching effectiveness. The parties recognize that in the absence of information which demonstrates evidence of the tenured bargaining unit member's teaching effectiveness, the dean and the chairperson cannot objectively review the performance and achievements of the tenured bargaining unit member.
2. Tenured bargaining unit members will not be asked nor required to provide a self-assessment of their performance and achievements in the areas specified in Paragraph 1, in preparation for the conference.
3. Tenured bargaining unit members will not be asked nor required to provide plans and/or goals for future years in preparation for the conference. Tenured bargaining unit members may choose to provide such plans and/or goals.

FOR THE ASSOCIATION:

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Nancy J. White, President

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Krista Graham, Co-Chair

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

FOR CMU:

\_\_\_\_\_  
Michael Rao, President

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Julia E. Wallace, Provost

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Robert C. Martin, Associate Vice Provost



**LETTER OF AGREEMENT #5  
REGARDING RCM BUDGET POLICIES AND PROFED VENTURE AGREEMENTS**

This LOA will not be interpreted as giving CMU an affirmative waiver to bargain directly with FA members over wages, hours, or working conditions. Except as provided for in this Agreement, CMU will obtain FA agreement before bargaining directly with individuals, departments, or other units over wages, hours, and working conditions.

Several revised policies for CMU's Responsibility Centered Management (RCM) budget model became effective July 1, 2008. Some of these affect ProfEd. The parties agree that these changes in budget policies are not intended to change the programmatic or administrative course management relationships existing between ProfEd and the academic colleges and departments.

1. For the previous Venture Programs:
  - a. ProfEd, colleges and departments will continue to have the same programmatic and administrative course management responsibilities. A Service Level Agreement between ProfEd and academic departments will be used to articulate these responsibilities.
  - b. Unless otherwise provided for in their signed agreements, the terms and/or conditions contained within the previous Venture Programs will continue until the expiration of the Venture Program agreement.
2. For other cohort programs that were not previously Venture Programs, ProfEd will maintain its prior administrative course management responsibilities. Decisions regarding the scheduling and staffing of a specific cohort program will be based on consultation with the appropriate department and college housing the cohort program.
3. ProfEd will maintain the responsibility for the scheduling of and staffing of all face-to-face and web-based courses in the Off-Campus Undergraduate Degree Program, the off-campus Masters of Science in Administration (MSA) program, and the Master of Arts in Education (MA in ED) program.
4. Issues, concerns, problems, or disputes about these matters shall be resolved through a meeting(s) between representatives from ProfEd, the academic department, the appropriate dean's office and the Faculty Association.

FOR THE ASSOCIATION:

FOR CMU:

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Nancy J. White, President

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Michael Rao, President

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Krista Graham, Co-Chair

\_\_\_\_\_  
Julia E. Wallace, Provost

Philip J. Squattrito, Co-Chair

Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #6  
DUTIES OF DEPARTMENT CHAIRPERSON**

The parties agree, for the life of this Agreement, that the “duties initially assigned by CMU,” as referenced in Article 12, Paragraph 3, will consist of the “Duties of the Department Chairperson” (March 1993).

FOR THE ASSOCIATION:

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Nancy J. White, President

\_\_\_\_\_  
Krista Graham, Co-Chair

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

FOR CMU:

\_\_\_\_\_  
Michael Rao, President

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Julia E. Wallace, Provost

\_\_\_\_\_  
Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #7  
REVIEW OF DEPARTMENT PROCEDURES, CRITERIA,  
STANDARDS, AND BYLAWS**

With regard to Article 10 of this Agreement, either the department or the administration may request resolution of any differences that may arise between them through the process described below if any of the following applies:

1. With respect to new departments, the administration does not accept the department's rationale and proposed changes, following the procedures described in paragraphs 5-8; or,
2. With respect to existing departments, the department and the administration disagree on proposed changes after two resubmissions, following the procedures described in paragraphs 9-13. This applies both in the case of proposals originating from the department and proposals originating from the administration; or,
3. The administration has failed to provide a timely response to the department after the department has submitted a second resubmission; or,
4. With respect to paragraph 14.b, the department has failed to provide the administration with proposed changes designed to meet a major concern expressed by the administration within seventy-five (75) days of having received such a request.
5. If, after at least one resubmission, both the department and the administration reasonably believe that they are unlikely to resolve their differences, by mutual agreement they may request Faculty Personnel Services to proceed to Step 1 of the Resolution Process.

**Resolution Process:**

For the purposes of this Letter of Agreement, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters.

**Step 1:**

- a. Within twenty-five (25) days of a request for resolution, the parties will meet at least once to discuss their differences and attempt a resolution thereof;
- b. The parties will each notify Faculty Personnel Services, in writing, of the results of their meeting.
- c. If resolution is not achieved via Step 1, the parties will proceed to Step 2.

**Step 2:**

If any differences remain, within five (5) days after the Step 1 notice is received, Faculty Personnel Services will convene a facilitation team composed of two persons, one selected by the administration and one by the ASSOCIATION, that will meet with the parties jointly in an effort to resolve these differences. The facilitation team will meet with the parties within ten (10) days of having been convened. If the differences are not resolved within fifteen (15) days, the parties shall proceed to Step 3.

**Step 3:**

- a. The parties shall submit their differences in writing to a Review Committee composed of the following seven (7) members: three persons selected by the administration, three persons selected by the ASSOCIATION in consultation with the department, and one person jointly selected by the administration and the ASSOCIATION. None of the members of the Review Committee may be affiliated with the office of the dean or the department involved in this matter.
- b. The ASSOCIATION and the administration will each maintain a pool of individuals from which will be selected the members of the Review Committee. By October 15<sup>th</sup> of each year of this Agreement, the ASSOCIATION and the administration will share their pool of individuals with each other. By such means shall the parties attempt to ensure some consistency of Committee membership and familiarity with any resolution efforts and results.
- c. The Review Committee shall be constituted and convened within twenty (20) days of a request for its review of the issues between the parties.
- d. The Review Committee shall have full and final authority to render a determination in favor of either party, or to determine a solution of its own choosing, provided such solution is in compliance with existing University policies and procedures and this Agreement.
- e. The Review Committee shall render by majority vote its recommendation(s) for resolution of the issues between the parties within twenty (20) days of having been convened.
- f. The parties shall have thirty (30) days from the date the Review Committee renders its recommendation(s) in which to enter discussions with one another in a final effort to reach an agreement to their differences. If, at the end of this thirty (30) day period, the parties have not reached a mutual agreement, the recommendation(s) of the Review Committee shall be implemented. In this case, the determination and/or decision of the Review Committee shall be binding upon the department and the administration.

- g. The provisions of Article 8 (Grievance Procedure) of this Agreement are not applicable to any aspect of the Review Committee process and/or outcome.

The administration and the ASSOCIATION agree that this Letter of Agreement is in effect for the duration of this Agreement only. The parties further agree to undertake a review of the effectiveness of the resolution process during the 2010-2011 academic year.

FOR THE ASSOCIATION:

\_\_\_\_\_  
Nancy J. White, President

\_\_\_\_\_  
Krista Graham, Co-Chair

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

FOR CMU:

\_\_\_\_\_  
Michael Rao, President

\_\_\_\_\_  
Julia E. Wallace, Provost

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Robert C. Martin, Associate Vice Provost

**LETTER OF AGREEMENT #8  
IMPLEMENTATION OF CHANGES IN ARTICLE 12 (Chairperson Review)**

CMU and the ASSOCIATION have agreed that each department must initiate a review of its chairperson and notify the dean of this review and its results. Such a review is to be conducted in accordance with the department's procedures. Where such procedures do not already exist, they must be developed by the department. The following six departments have been identified as lacking such a procedure: BCA, ENG, LIB, PSC, PSY, and SRMS. CMU and the ASSOCIATION agree to the following expedited process for the development of chairperson review procedures for these departments. This expedited process may also be used by any other department that chooses to initiate a modification of its existing chairperson review procedures:

1. CMU and the ASSOCIATION recognize that the primary purpose of the chairperson review is to provide the chairperson and the dean with the departmental faculty's feedback on the extent to which the chairperson is fulfilling her/his role and responsibilities during her/his term of service. CMU and the ASSOCIATION also recognize that this review process, as well as the accompanying procedures, does not need to be elaborate or extensive.
2. This expedited revision process is to be used only for the development, or modification, of a chairperson review procedure. Departments operating under this process will not be required to review any other sections of their bylaws.
  - a. Each of the departments named above must develop and submit a procedure for review of the chairperson to the administration, with a copy to Faculty Personnel Services no later than January 31, 2009. Any other department, which chooses to modify its current chairperson review procedure, must also follow this time-line.
  - b. The administration may disapprove the proposed revision only on the grounds that the proposed procedure fails to meet the criteria described in Paragraph 1 above.
  - c. Within twenty five (25) days<sup>3</sup> of receiving the proposed revision, or no later than March 9, 2009, the administration must:
    - i. Approve the proposed change and notify the department in writing accordingly, or
    - ii. Disapprove the proposed change and notify the department in writing accordingly, specifically outlining the reasons for disapproval and suggested changes.

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<sup>3</sup> "Days" as referenced in this Letter of Agreement are as defined in Article 10, Paragraph 4.

- d. Within twenty (20) days of receiving the notice of disapproval, the department will respond or resubmit proposed changes to the administration, with a copy to Faculty Personnel Services.
- e. Within ten (10) days of receiving the resubmission, the administration must either approve or disapprove it as described in paragraph 2.b.
- f. Either the department or the administration may request resolution of any differences that may arise between them through the process described in Step 3 of the Review of Department Procedures, Criteria, Standards, and Bylaws (see Letter of Agreement #7).

FOR THE ASSOCIATION:

\_\_\_\_\_  
Nancy J. White, President

\_\_\_\_\_  
Krista Graham, Co-Chair

\_\_\_\_\_  
Philip J. Squattrito, Co-Chair

FOR CMU:

\_\_\_\_\_  
Michael Rao, President

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Julia E. Wallace, Provost

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Robert C. Martin, Associate Vice Provost



**LETTER OF AGREEMENT #9  
PROGRAMS IN MIDLAND**

The parties to this Letter of Agreement agree with the following Interpretation of Article 28, Paragraph 1.c, which reads:

*TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES  
Teaching at Locations Distant From the Main Campus*

1. *Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:*
  - c. *The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with ProfEd. For example, the following departments (and their successors) shall be deemed to have undertaken the responsibility described in this Paragraph for the Midland Center: The School of Accounting, and Departments of Business Information Systems, Chemistry, Economics, Finance and Law, Management, and Marketing and Hospitality Services Administration.*

This article/paragraph is not a contractual barrier to a department's prerogative to propose changes to its instructional programs. These proposed changes include, but are not limited to, initiating a new program of instruction, modifying an existing program, or terminating an existing program. Modification of an existing program may include altering the method of delivering instruction. Where a department should wish to propose changes, it does so by means of established procedures; those of its Bylaws and those of the Academic Senate, which speak to matters of curriculum. If the department proposes to terminate an existing program, and if the program is terminated, after the appropriate reviews have been made, such program termination will provide appropriate consideration to students currently enrolled in that program. The several departments listed in the Article are for illustrative purposes only.

FOR THE ASSOCIATION:

FOR CMU:

\_\_\_\_\_  
Nancy J. White, President

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Michael Rao, President

\_\_\_\_\_  
Krista Graham, Co-Chair

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Julia E. Wallace, Provost

**EXHIBIT A  
POLICY REGARDING OBJECTIONS TO  
POLITICAL-IDEOLOGICAL EXPENDITURES**

Upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

**Objections to Political Ideological Expenditures  
Administrative Procedures**

**STEP I**

By November 30 of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his or her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals collecting a local service fee) total expenditures for the preceding fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay based upon expenditures of the previous fiscal year. The amount of the reduced fee may be further reduced by an additional amount to make allowance for disputed chargeable costs. By November 30, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the previous fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

- (1) A list of expenditures made by the NEA and MEA, by major category, during the previous fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;
- (2) In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors shall be provided;

- (3) The amount of the reduced agency fee;
- (4) The method used to calculate the reduced agency fees; and
- (5) A copy of this procedure.

## **STEP II**

Within 30 calendar days of the MEA providing the information identified in Step I, non-union employees shall give written notice of the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 48823, either by mail or by personal delivery, of the non-union employee's decision to:

- (1) Join the union and pay union dues;
- (2) Pay a service fee equal to dues, less the pro rata cost of liability insurance provided to union members;
- (3) Pay the reduced fee as determined by the Executive Director; or
- (4) Pay the reduced fee into an independent, interest-bearing escrow account designated by the Executive Director and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. A challenge to the reduced fee must be made each year by the non-union member. At the time of filing an objection, the non-member shall pay that portion of the reduced fee which has accrued into the escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments of an objecting non-union member required by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in Step I, shall be provided with the information identified in Step I within 30 calendar days of becoming a member of the bargaining unit and shall have 30 calendar days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in Step II. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in Step III of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in

Step III.

**Step III**

Within 15 calendar days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure)\* and the conduct of the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 calendar days from the closing of the hearing, but in no event later than May 1 of the fiscal year and shall submit copies of the decision to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.

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\* A copy of rules has not been included in the Agreement. Copies of the rules are available from the ASSOCIATION and Faculty Personnel Services.

## EXHIBIT B\*

TO: Faculty Members

FR: Faculty Personnel Services

RE: Location of Personally-Identifiable Information

You have requested a review of your personnel file. This is to notify you that other offices on campus hold files that may contain personnel records or other personnel-related records of personally-identifiable information which is generally available to you. In addition, there may be offices on campus that have files that contain personally-identifiable information about you that is not a personnel file or a personnel-related record.

Listed below are some offices which may hold files that contain information that identifies you, and the types of information that they may hold. The list is not exhaustive though an attempt has been made to identify most offices and information pertaining to you. As to references to medical records and evaluations, CMU is committed to providing the privacy afforded by applicable state and federal law. Examples of such materials that may be in your personnel records or personnel-related records include but are not limited to leave requests, workers' compensation matters, requested accommodations due to disabilities, and circumstances where job performance is impacted by an employee's medical condition.

1. ACADEMIC SENATE  
University committee assignments; grant applications
2. ADMISSIONS  
Applications; transcripts; recommendations; test scores
3. AFFIRMATIVE ACTION OFFICE  
Grievances; activity records; racial/ethnic identification records; search waiver request records; and military voluntary self-identification forms
4. CENTRAL HEALTH IMPROVEMENT PROGRAM (CHIP)  
Fitness, rehabilitation, medical, workers' compensation, and accident records
5. COLLEGE OF GRADUATE STUDIES, OFFICE OF RESEARCH AND SPONSORED PROGRAMS  
Applications; transcripts; recommendations; immigration material; on-campus graduate faculty application materials; internal and external grant and contract application materials; Institutional Review Board application materials; test scores; IACUC application materials; research integrity and graduate academic integrity files; patent materials

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\* The provisions of this memorandum are not grievable under the terms of this [Agreement](#).

6. COUNSELING CENTER  
Counseling records
7. HUMAN GROWTH AND DEVELOPMENT LAB  
Medical records
8. HUMAN RESOURCES - STAFF  
Employment application/resume; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; disciplinary records; I-9 and citizenship status records; pre-employment medical examination records; performance evaluations; unemployment claim records; general benefits records; retirement records; tuition benefit plan records; professional development and employee training records; affidavit for other eligible individuals
9. INTERNATIONAL EDUCATION, OFFICE OF  
Visa records
10. LIBRARIES  
Salary data; student evaluation surveys
11. PAYROLL & TRAVEL SERVICES  
Payroll history reports; time and attendance records; salary records; payroll deduction authorizations; retirement contribution reports; direct deposit banking information; employee expense vouchers; business credit card applications; Fed (& MI) W-2, W-4, and W-5
12. ProfEd  
Resumes; transcripts; applications; teaching approval forms; recommendations; End-of-Course data; personnel transaction forms; performance management records; performance evaluations; course contracts; compensation adjustment information
13. PROVOST'S OFFICE/FACULTY PERSONNEL SERVICES  
Employment application/vitae; academic transcripts; appointment letters; compensation letters; personnel transaction forms; supplemental pay activity; sick leave/disability certificates or letters; medical certifications, ability to return-to-work correspondence; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; I-9 and citizenship status records; retirement service award records
14. PSYCHOLOGY CLINIC

Medical records

15. PUBLIC RELATIONS AND MARKETING  
Curriculum vitae; background information; news releases; summary of areas of expertise
16. REGISTRAR  
Transcripts
17. RESIDENCE LIFE  
Rental applications and agreements
18. SCHOOL/COLLEGE OR DEPARTMENT IN WHICH EMPLOYED  
Employment application/vitae; medical certifications, ability to return-to-work correspondence; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; performance evaluations
19. STUDENT EMPLOYMENT SERVICES  
Student employment records
20. UNIVERSITY HEALTH SERVICES  
Medical records

FPS 8/05

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