

**Collective Bargaining Agreement
BY AND BETWEEN**

**EASTERN MICHIGAN
UNIVERSITY**

AND

**THE EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
September 1, 2010 – August 31, 2012**

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AGREEMENT

- 1 Agreement entered into this first (1st) day of September, 2010, by and between
2 Eastern Michigan University (hereinafter “EMU” or “University”) and the
3 Eastern Michigan University Chapter of the American Association of Univer-
4 sity Professors (hereinafter “EMU-AAUP” or “Association”).

ARTICLE I. DEFINITIONS

- 2 A. “EMU” means Eastern Michigan University, Ypsilanti, Michigan, a state
3 institution of higher education, and its administrative agent.
- 4 B. “Association” means Eastern Michigan University Chapter of the Ameri-
5 can Association of University Professors.
- 6 C. “Faculty Member” means a person employed in the Bargaining Unit as
7 defined in Article III.
- 8 D. “Unit” or “Bargaining Unit” means the Faculty Members collectively
9 covered by Article III.
- 10 E. Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSE AND INTENT

- 1 EMU and the Association recognize their responsibilities under federal, state,
2 and local laws relating to fair employment practices and affirm their commit-
3 ment to the principles involved in the area of civil rights.
- 4 The parties agree that neither shall discriminate on the basis of race, creed,
5 sex, color, age, martial status, nationality, political belief, or for participation
6 in or affiliation with any labor organization. The parties agree further, pursu-
7 ant to relevant sections of the Rehabilitation Act of 1973, the Americans with
8 Disabilities Act of 1990 and Michigan civil rights legislation, that there shall
9 be no unlawful discrimination. This paragraph shall be subject to the Griev-
10 ance Procedure but not arbitrable.
- 11 The parties agree that they shall not discriminate on the basis of any Bargain-
12 ing Unit member’s sexual orientation.
- 13 Faculty Members, while not conducting their Faculty responsibilities, shall
14 have the same rights to participate in political activities as other citizens. This
15 statement shall not be construed to constitute an infringement upon the aca-
16 demic freedom of any Faculty Member.
- 17 EMU and the Association agree that the provisions of this Agreement shall
18 apply to all Faculty Members without discrimination.

- 12 EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.
- 13 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of EMU and the Association. EMU and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

ARTICLE III. *RECOGNITION OF ASSOCIATION*

- 14 A. Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of 1939 and Act 336 of the Public Acts of 1947, as amended, EMU does hereby recognize the Association as the certified exclusive collective bargaining representative for all teaching Faculty employed by Eastern Michigan University, including professors, associate professors, assistant professors, instructors, media service managers*, coach/teachers* and librarians with Faculty rank; and excluding Deans, Directors, Department Heads and other supervisory employees, lecturers, visiting professors, adjunct professors, nontenure track academic employees, career army personnel in the Department of Military Science, and all other employees.
- 15 B. EMU shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of Faculty Members in the Bargaining Unit covered by this Agreement.
- 16 C. It is the policy of EMU not to reduce the Bargaining Unit by arbitrary changes in titles or by the creation of new classifications. The University further agrees that in the absence of a change in circumstances, it will not permanently replace regular Faculty Members by a change in its historical uses of part-time lecturers. Nothing in this paragraph is intended to diminish in any respect the University's rights pursuant to the provisions of Article VIII.
- *In accordance with MERC cases #R75J-427 and R76A-1.

ARTICLE IV. *EMU'S RIGHT TO MANAGE*

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

ARTICLE V. *ASSOCIATION RIGHTS*

18 **A. EMU shall furnish the following information and data to the Association:**

- 19 1. a. A list of the members of the Bargaining Unit, showing the name, rank, percentage of appointment, salary, department, tenure status, date of tenure, time in rank, highest relevant academic degree, date of highest relevant academic degree, date of birth, and current home address. If a Faculty Member has a split appointment, the percentages of his/her appointment shall be combined and the area where the Faculty Member holds the greatest percentage of appointment reflected as his/her department. Such list shall be furnished within forty-five (45) working days after the execution of this Agreement and within forty-five (45) working days after the beginning of each semester thereafter.
- b. Interim changes, including promotions, terminations, leaves, and changes to and from administrative status or part-time employment, shall be furnished in writing (e.g., hard copy, email, or fax) within twenty (20) working days of the end of the month in which the change occurs.
- c. Copies of all offer letters accepted by the Faculty candidates shall be furnished within twenty (20) working days of their approval by the Board of Regents.
- d. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished within twenty (20) working days of the date such Faculty Members first appear on the payroll and receive a paycheck.
- e. A complete University email list of Faculty within twenty (20) working days following the beginning of each semester.
- f. A list of faculty W-2 salaries shall be provided the Association within thirty (30) working days after the end of the calendar year.
- g. Authorization to access and use the Faculty listserv address.
- h. A description of the process employed by EMU for determining entry level salaries for Faculty shall be furnished by October 1st.
- 20 2. A list of non-bargaining unit employees (e.g. lecturers) whose principal responsibility is teaching credit-bearing courses and/or professional library service, showing the name, department, current percentage of appointment and most recent date of hire. Such list shall

be furnished within twenty (20) working days following the close of each semester.

- 21 3. A list of all credit-bearing courses offered through Extended Programs and Educational Outreach, showing the course number, day, time, and location for each class taught, and the name of the Faculty Member or lecturer assigned each class and his/her rate of pay. Such list shall be furnished within twenty (20) working days following the close of each semester.
- 22 4. Copies of minutes of official meetings of the Board of Regents, General Fund Operating Budgets (including all midyear amendments), Budget Requests, Program Revision Requests, Resource Plans (including all midyear updates or revisions) and the Annual Audited Financial Statement as approved by the Board of Regents for submission to the State Offices. Copies of Faculty Course Assignments shall be furnished within sixty-five (65) working days following the end of the spring term.
- 23 5. Section master listings as of the date of the "HEGIS" count. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.
- 24 6. Other documents specifically requested from time to time by the Association that are necessary to the EMU-AAUP's administration of this Collective Bargaining Agreement pursuant to the provisions of the Michigan Public Employment Relations Act. Any such documents that are routinely reproduced for dissemination to the general public without charge shall be provided at no cost to the Association. Other documents shall be provided to the Association at a cost of \$0.06 per page.

25 B. Association Use of Facilities and Services

- 26 1. The Association and Association Officers shall, for the purpose of carrying out the business of the Association, have the right to hold meetings in University facilities at such times and places as may be reasonably designated by EMU.
- 27 2. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.
- 28 3. The Association shall have the right to send the Association Newsletter and other Association notices to Faculty Members through the EMU mail service and EMU email service provided such use these services shall not cause an unreasonable load on such systems. In addition, the Association shall be provided with two (2) EMU email addresses for the use of the Association staff.

- 29 4. The Association shall have the use of a University telephone line in
its office. All costs, including charges for installation and use, shall
be the responsibility of the Association.
- 30 5. The Association shall have the right to have up to three (3) tele-
phone numbers listed in the campus telephone directory.
- 31 6. EMU shall provide the Association four (4) service parking permits
for the Association Officers and staff.

32 C. Released Time

- 33 1. A Grievance Officer designated by the Association shall be granted
one-half (1/2) released time during the terms or semesters he/she
teaches for the purpose of acting on behalf of Faculty Members in
the grievance procedure.
- 34 2. Three-fourths (3/4) of one FTEF released time shall be provided to
Association members during the academic year for service that is
performed for the mutual benefit of the Association and the Univer-
sity, subject to the following conditions:
- 35 a. No Association member shall receive more than one-half (1/2)
released time in any one term under this section.
- 36 b. The Association shall notify the University at least twenty (20)
working days prior to the commencement of a released time
assignment, except as provided herein. Said notification shall
include the name of the Faculty Member to receive the released
time and the purpose of the released time. The twenty (20)
working day notification period may be waived by mutual con-
sent of the parties if a Faculty Member previously scheduled
for released time is unable to accept the assignment.

37 D. Insurance Coverage for Association Employees

- 38 Up to three (3) employees of the Association shall, with the approval of the
respective insurance carriers, be permitted to participate in the group insur-
ance programs (e.g. health and dental) as are provided for Bargaining Unit
members by EMU. The Association shall provide payment to EMU for the
cost of coverage in accordance with such terms and conditions as EMU may
so prescribe.

39 E. Selection of Negotiators

- 40 Neither party in any negotiations shall have any control over the selection
or number of the negotiating representatives of the other party. The parties
mutually pledge that their representatives shall have all the necessary power
and authority to make proposals and consider proposals in the course of ne-

gotiations. The Agreement shall not be binding until ratified by the Board of Regents of the University and the Association.

41 F. Copies of Agreement

EMU and the Association agree that within two (2) months of the signing of the tentative Agreement that the parties will mutually agree on the final text of this Agreement; the final text will then be placed online by EMU. Copies of the final text of this Agreement shall be printed at the expense of EMU. A copy of the final test of this Agreement shall be presented to all Faculty Members now employed or hereafter employed. One hundred (100) extra copies shall be provided to the Association. Additional copies shall be furnished to the Association at cost.

ARTICLE VI. ASSOCIATION MEMBERSHIP DUES AND SERVICE FEES

43 A. Membership Dues and Service Fees

44 During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Faculty Member shall, as a condition of employment by EMU, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Association membership dues. The membership dues or service fees shall be tendered commencing with the first paycheck in October for new faculty appointed for the fall semester and the first paycheck in February for new faculty appointed for the winter semester provided that the EMU-AAUP provides the dues cards to EMU by September 15th for the fall and January 15th for winter term. Commencement of employment will be interpreted as one (1) calendar week prior to the first day of fall classes. For those faculty members starting after the beginning of the semester, the starting date in their offer letter will be interpreted as their commencement of employment date.

45 B. Method of Payment

46 The membership dues and service fees provided for herein shall be paid on a semi-monthly basis by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to EMU, said authorization to be irrevocable except as herein noted. At the beginning of each academic year, there shall be thirty (30) days, from September 15 through October 15, in which a Bargaining Unit member may revoke his/her authorization card. Said authorization card may only be revoked by the Bargaining Unit member providing written notice to the EMU-AAUP within the thirty (30) day time period herein specified. Said notice must be sent to the EMU-AAUP by certified mail.

47 C. Certification of Membership Dues and Service Fees

48 The Association shall submit to EMU's Payroll Office written certification of those Faculty Members who have signed Payroll Deduction Authorization

forms and notification of a uniform percentage of total earnings, if appropriate, to be deducted for each Faculty Member.

49 D. Payment by Payroll Deduction

50 During the life of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, EMU agrees to deduct the semi-monthly membership dues and service fees as provided for in VI.A. above, proportionately each deduction period from the wages of all Faculty Members who have, on a form satisfactory to EMU and the Association, individually and voluntarily given EMU written authorization to make said deductions. Membership dues and service fee deductions shall be deposited, through direct deposit, in a bank designated by the Association within ten (10) working days after the end of each month. The Association assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Treasurer of the Association as set forth above.

51 E. Delivery of Executed Payroll Deduction Authorization Form

52 A properly executed copy of the Payroll Deduction Authorization form for each Bargaining Unit member for whom Association membership dues or service fees are to be deducted hereunder shall be delivered to EMU's Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Treasurer of the Association by EMU.

53 F. Limits of Deductions Required to Be Made by EMU

54 Deductions shall be made only in accordance with the provisions of the Faculty Member's Payroll Deduction Authorization form, together with the provisions of this Agreement. EMU shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, EMU shall have no obligation to make deductions from the pay of any Bargaining Unit member who has insufficient net earnings due him/her to cover the full amount of such deduction.

55 G. Termination of Payroll Deduction

56 Payroll deduction authorizations shall remain in effect and continue as specified in VI.B. A Faculty Member shall cease to be subject to deductions following the pay period in which the Faculty Member's employment in the Bargaining Unit terminates. The Association shall be notified by EMU of the names of such Bargaining Unit members following the end of the pay period in which the termination occurs.

57 **H. Refunds**

58 In cases where a deduction is made that duplicates a payment that a Faculty Member already has made to the Association, or where a deduction is not in conformity with the provisions of the Association's Constitution or By-Laws, or this Agreement, refunds to the Faculty Member will be made by the Association.

59 **I. Limit of EMU's Liability for Remittance or Payment of Payroll Deductions**

60 EMU shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Faculty Members.

61 **J. Failure to Comply**

62 1. A Faculty Member who fails to tender to the Association either the uniformly required membership dues or service fees as above-provided shall be laid off by EMU for two (2) days, with corresponding deductions in his/her academic year base salary, in accordance with the following procedure:

63 a. When hired, each Faculty Member shall be provided with a packet of information supplied by EMU-AAUP (through EMU), informing him/her of his/her obligation to tender the uniformly required membership dues or service fees to the EMU-AAUP.

64 b. If a Faculty Member fails to tender a duly executed authorization card within ninety (90) days after his/her date of hire, or after the signing of this contract, whichever occurs last, the Faculty Member shall be notified concurrently with EMU that they have failed to comply with the contract. Following the receipt of said notice, the University shall notify the Faculty Member that he/she shall be laid off for two (2) days.

65 c. If the Faculty Member fails to comply with the requirements specified herein, he/she shall be laid off for the first two (2) days of the winter break that University offices are officially open. A Faculty Member's layoff for two (2) days, with a corresponding deduction in his/her academic year base salary, shall serve to cancel the entire obligation represented by any and all past, present, or future unpaid membership dues and/or service fees for which the Faculty Member is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues/service fees were unpaid the Faculty Member laid off.

66 For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately preceding the first (1st) day of the following academic year. In no instance shall a Faculty Member be laid off for more than two (2) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.

67 2. The layoff of a Faculty Member as hereinabove provided shall not be subject to the provisions of Article VIII, Layoff and Recall, Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations, or any other provisions of this Agreement deemed inconsistent herewith.

68 3. Grievances arising from this Article shall be limited to the issues of whether or not the Faculty Member executed the Payroll Deduction Authorization form specified in VI.B. and/or whether or not the Faculty Member paid the Membership Dues or Service Fees specified in VI.A. Any other Grievance arising from this Article shall be barred.

69 **K. EMU Save Harmless**

70 The Association agrees to indemnify, protect and save harmless EMU from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by EMU for the purpose of complying with the provisions of this Article.

ARTICLE VII. *GRIEVANCE PROCEDURE*

71 **A. Scope**

72 Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Faculty Member and the administrative agent of EMU immediately involved. Except as otherwise specifically provided in this Agreement, any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII.A grievance is defined as a written allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement.

73 **B. Construction**

74 The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement, or serve as a precedent in the future interpretation or application of the terms of said Agreement, unless done so in writing and approved by EMU's Assistant Vice President for Academic Affairs and the Association's President, or their respective designees.

Any such agreement reached between the Association, EMU shall be binding on the Association, EMU and Faculty Members.

75 In computing any time limit specified under this Article VII, Saturdays, Sundays, holidays, Christmas/New Year Season Days, Winter Recess, Spring Recess and Act of God days on which the University is officially closed for business, will be excluded.

76 **C. Basic Provisions**

77. 1. Any individual Faculty Member or group of Faculty Members may at any time present informal complaints to EMU and have said complaints adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

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

79 3. No Faculty Member or group of Faculty Members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

80 4. At the third step of the grievance procedure and at arbitration hearings, the grievant(s) shall have the right to have legal counsel present at his/her (their) own expense.

81 5. Failure to initiate any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance. Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent shall permit the grievance to proceed to the next step.

82 6. A Faculty Member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

83 D. Procedure and Time Limits: Initiation

84 Either a Faculty Member or group of Faculty Members may initiate a grievance by serving signed written notice of it at Step One to the Department Head or other designated administrative agent. Such notice shall concisely state the facts upon which the grievance is based, the provisions of the Agreement which have been violated, and specify the relief and remedy sought. Notice shall be filed within twenty (20) days after the Association or the Faculty Member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event will monetary adjustment of a grievance cover a period prior to ninety (90) days before filing of written notice of the grievance.

85 Except as otherwise stipulated in this Agreement, a grievance may bypass Step One and be initiated at Step Two, provided that neither the Assistant Vice President for Academic Affairs nor the Association's Grievance Officer, or their respective designees, serve notice to the other party of an objection to bypassing Step One. Further, a grievance may bypass Step Two and be initiated at Step Three, provided that neither the Assistant Vice President for Academic Affairs nor the Association's Grievance Officer, or their respective designees, serve notice to the other party of an objection to bypassing Step Two.

86 E. Procedure and Time Limits: Step One

87 Upon receipt of the written grievance, a copy of which shall be provided by the EMU-AAUP to the Assistant Vice President for Academic Affairs on the day it is filed, the Department Head or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the required initiation notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the Department Head, or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is no adjustment, the Department Head, or other designated administrative agent, must present his/her reasons for denial of the grievance in writing to the grievant(s) with a copy to the EMU-AAUP Office and the Assistant Vice President for Academic Affairs. The Department Head or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step One meeting. If within five (5) days of receipt thereof, EMU's Assistant Vice President for Academic Affairs or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from,

or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step One. Within seven (7) days of notice of remand, the parties' Step One representatives and the grievant(s) shall complete the review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Grievance Procedure.

88 F. Procedure and Time Limits: Step Two

89 If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty Members or the Association may, within five (5) days of the Step One answer, which shall also be concurrently provided to the Assistant Vice President for Academic Affairs, appeal the grievance, in writing, to the appropriate Dean or other designated administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or at the signed written notice when initiation is at Step Two, the Dean or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, the Department Head or other designated administrative agent involved at Step One, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the filing of the grievance at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the Dean or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is not adjustment, the Dean or other designated administrative agent must present his/her reasons in writing to the grievant(s) with a copy to the EMU-AAUP office and the Assistant Vice President for Academic Affairs. The Dean or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step Two meeting. If, within five (5) days of receipt thereof, EMU's Assistant Vice President for Academic Affairs, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step Two. Within seven (7) days of notice of remand, the parties' Step Two representatives and the grievant(s) shall complete their review. The grievance shall thereafter be processed, adjusted or appealed within the timelines and procedures as set forth in this Grievance Procedure.

90 G. Procedure and Time Limits: Step Three (Review Board)

91 If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty Members, or the Association may, within five (5) days of the Step Two written answer, appeal the grievance, in writing, through the Office of the Assistant Vice President for Academic Affairs, to the Re-

view Board, setting forth his/her (their) objections to the Step Two answer. The Review Board, which shall consist of not more than four (4) persons designated by EMU, one of whom shall be the Assistant Vice President for Academic Affairs, and an equal number of persons designated by the Association, shall promptly arrange a meeting to discuss the grievance and the written answers and appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Board deems appropriate.

- 92 This discussion shall be completed within fifteen (15) days after the filing of the appeal of the grievance at Step Three. If the grievance can be adjusted to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to writing and signed by the Association's President and EMU's Assistant Vice President for Academic Affairs, or their respective designees, within fifteen (15) days of completion of the discussion. If the grievance is adjusted at Step Three, said adjustment shall be final and binding upon all parties. The disposition of the grievance shall be communicated by the Assistant Vice President for Academic Affairs, or his/her designee, to the grievant(s), in writing, with a copy to the EMU-AAUP office within seven (7) days after the decision is reached.

93 **H. Procedure and Time Limits: Arbitration**

- 94 If the grievance is not adjusted at Step Three, the Association may submit the grievance to final binding arbitration. Within ten (10) days of receipt of the Review Board disposition of the grievance at Step Three, or within ten (10) days after the Board has concluded its consideration of the grievance if no disposition is forthcoming, the Association shall notify the Office of the Assistant Vice President for Academic Affairs, of its intention to submit the dispute to arbitration and the Assistant Vice President for Academic Affairs, and the Association shall meet for the purpose of selecting a neutral person to arbitrate the dispute. In the event the parties are unable to agree upon the selection of a neutral person, the selection shall be made in accordance with the procedural rules of the American Arbitration Association. Submission to the American Arbitration Association shall be written, with simultaneous written notice to EMU, and if not filed and noticed within thirty (30) days after the receipt of the Review Board disposition, or thirty (30) days after the Board has concluded its consideration of the Grievance if no disposition is forthcoming, the grievance shall be barred. An Arbitration requested hereunder may be conducted under the Expedited Labor Arbitration procedures of the American Arbitration Association, if the procedure is agree upon by both EMU and the Association. If the parties do not agree on the expedited procedure, then the grievance will be arbitrated under the then current voluntary labor arbitration rules of the American Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Article VII.I. in this Agreement.

95 **I. Procedure and Time Limits: Arbitrator’s Decision and Award**

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

ARTICLE VIII. *LAYOFF AND RECALL*

97 **A. General Layoff Provisions**

98 The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes resulting from a Program Review conducted with appropriate Faculty input, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline.

99 1. Prior to a final decision by EMU to curtail, merge, reorganize, or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or elimination through the Faculty input procedures specified in Article XIII. If such recommendations are not made to EMU within thirty (30) days (as defined in Article VII.B.) of the date they are requested, EMU shall be deemed to have met its responsibility pursuant to this paragraph.

100 2. To further clarify said notification request, it is not the parties’ intent that said notice be burdensome or otherwise inhibit the free flow of information between the administration and the Faculty; however, it is agreed that although the administration may provide information to the Faculty and solicit input on any or all of the matters referenced hereinabove without restriction and without notification to the Association, when the University shall seek the recommendations of the Faculty for the purpose of satisfying Article VIII.A.1., the thirty (30) days referenced therein for Faculty response shall commence with the day following the date said notice is provided to the Association.

101 B. Alternatives to Layoff

- 102 1. In those instances where there are sufficient courses available, Plan C, C1 or C2 shall be utilized before the actual layoff of Faculty Members unless it is agreed not to use any or all such alternatives by a majority of the full-time Faculty Members in a department and EMU. Retirement as an Alternative to Layoff, as provided for in Article XX, shall also be made available to Faculty Members in departments and/or programs where EMU has decided to reduce the number of Faculty Members. It is further agreed that any of the plans referenced in this Section B or in Section C below may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).
- 103 2. Plan C: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a full-time appointment during the spring and summer terms, as the other base semester. A Faculty Member on Plan C shall receive his/her academic year salary during a twelve (12) month period, which will be paid in twenty-four (24) consecutive semi-monthly payments.
- 104 3. Plan C1: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a half-time appointment during either the fall or winter semester and a full-time appointment during the spring term or summer term, as the other base semester. A Faculty Member on Plan C1 shall receive his/her academic year salary during a twelve (12) month period, which will normally be paid in twenty-four (24) consecutive semi-monthly payments.
- 105 4. Plan C2: Distribution of a teaching load to include less than a one hundred percent (100%) appointment in one (1) year and more than a one hundred percent (100%) appointment in the alternate year. Distribution of each year's appointment may include any combination of fall, winter, spring and summer terms as is agreeable to the Faculty Member receiving said appointment and EMU. In the computation of the two hundred percent (200%) employment obligation of the Faculty Member during a two (2) year Plan C2 appointment, full-time spring and/or summer term appointments shall each be credited as twenty-five percent (25%) and full-time fall and/or winter appointments shall each be credited as fifty percent (50%). A Faculty Member on Plan C2 shall receive his/her salary in an amount commensurate with the percentage of appointment for each term worked.
- 106 Prior to appointment to Plan C2, the Faculty Member shall enter into a written agreement with the Provost and Executive Vice President on behalf of EMU, specifying the academic terms in which he/she is obligated to teach, the percentage of his/her appointment in each

term, what is to happen in the event either party wishes to terminate the agreement prior to the end of the two (2) year period, and such other terms and conditions as EMU may prescribe.

107 When implementing Plan C, Plan C1 or Plan C2, a department shall request volunteers from its Faculty to fill the number of alternative appointments necessary to avert layoff. Except as hereinafter provided, if an insufficient number of volunteers are available, assignments within a department to Plan C, Plan C1 or Plan C2 shall be rotated. EMU may reject the voluntary request of, or exempt from said rotation, any Faculty Member whose assignment to Plan C or Plan C1 would be disruptive to a program or have a negative impact on the department's student credit hour production.

108 C. Additional Alternatives to Layoff

109 In addition to Plan C, Plan C1, Plan C2, or retirement, as described above, EMU agrees to examine other alternatives to avert layoff. The following procedure shall be utilized for this purpose.

110 Within fifteen (15) days of receipt of notice of layoff, a Faculty Member who desires to meet with EMU to discuss additional alternatives to layoff shall submit a written request for a Special Conference to the Assistant Vice President for Academic Affairs. Upon receipt of the Faculty Member's request, the Assistant Vice President will schedule a Special Conference with the Faculty Member, the Department Head, Dean, a representative from EMU-AAUP, and, if desired, a Faculty Member of the Faculty Member's choice. At the Special Conference the parties will discuss the below referenced alternatives to layoff and, as appropriate, offer suggestions for further investigation of the Faculty Member.

111 Following the Special Conference the Faculty Member shall investigate the potential alternatives and, within thirty (30) days following said Conference, submit his/her application for any potential alternate placement opportunities, if any, he/she would like to pursue to the Assistant Vice President for Academic Affairs. (Faculty Members may contact the Assistant Vice President for Academic Affairs for information as to how to apply for position placements.) Such application shall include a complete description of the specific professional training, experience and other qualifications possessed by the Faculty Member for any alternative positions sought.

112 The Assistant Vice President shall then process the Faculty Member's application through appropriate administrative channels for decision. If a Faculty Member is extended an alternative to layoff, his/her official notice of appointment shall expressly state the terms and conditions of that appointment. If the Faculty Member is denied an alternate placement, the appropriate administrative agent will provide a written explanation for such decision. Recognizing that the suitability of a particular alternative to layoff will depend upon the professional qualifications of the Fac-

ulty Member(s) involved, the University's needs and other related factors that cannot be foreseen, the decision to avail itself of any, all or none of the following alternatives to layoff, either with regard to any single layoff or group of layoffs, must remain a matter of managerial judgment and discretion and shall not in any instance be deemed mandatory. Accordingly, the decision not to utilize any of the plans set forth below shall not be subject to review under the grievance and arbitration provisions of this Agreement.

113 1. Teaching Reassignment

114. A partial or total teaching reassignment of a Faculty Member to another department or program which maintains the Faculty Member in a full-time teaching appointment may be offered as an acceptable alternative to layoff. If a Faculty Member is partially or totally reassigned to another academic department, his/her salary shall remain the same as in the home department, irrespective of whether said assignment is to teach courses formerly taught by regular Faculty or Lecturers; provided, however, that if the Faculty Member is placed in an area or program totally funded by Lecturer replacement, he/she shall receive the Lecturer rate of pay. Fringe benefits received by the Faculty Member shall be subject to the provisions of Article XIX.

115 Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships, and accrual of service-rank credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding a full-time assignment in his/her home department. The Faculty Member shall also retain rank and tenure status in his/her home department and be returned to full-time assignment in his/her home department in accordance with the recall procedures in VIII.F. below. During the period of reassignment, the Faculty Member who is reassigned shall be evaluated pursuant to the provisions of Article XV by each Department to which he/she is assigned. The Faculty Member shall meet with the appropriate Department Head to establish scholarly and/or creative activity and service expectations commensurate with the percentage of the Faculty Member's appointment to each Department.

116 Reassignment, in full or in part, to off-campus continuing education, and/or post-summer session teaching may also be offered as an acceptable alternative to layoff. A Faculty Member reassigned to one of these positions shall be compensated in accordance with the provisions of Articles IX and XVIII, whichever is applicable in the circumstances.

117 2. Partial Replacement of Bargaining Unit Duties

118 A partial replacement of a Faculty Member's Bargaining Unit duties with other professional duties outside of the Bargaining Unit may be

offered as an acceptable alternative to layoff insofar as the Faculty Member possesses all of the required qualifications for a University position that are set forth on the official University Position Classification Specification. It is understood and agreed between the parties that Faculty Member's years of service at Eastern Michigan University, exclusive of any service/rank credit that may have accrued to the Faculty Member for experience at other institutions, shall be equated on a one-for-one basis for purpose of calculating years of experience that may be required for apposition outside of the Bargaining Unit.

119 Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships and accrual of service/rank credit for the purpose of layoff and recall retention priorities while the Faculty Member remains in the Bargaining Unit shall be calculated as if the Faculty Member were continuing as a full-time Bargaining Unit member.

120 The Faculty Member shall retain his/her rank and tenure status, receive such fringe benefits as are provided to other Faculty Members and shall remain in the Bargaining Unit as long as the percentage of his/her appointment as a Faculty Member is fifty percent (50%) or greater. In the event that a Faculty Member's Faculty appointment falls below fifty percent (50%) and his/her non-Bargaining Unit assignment is fifty percent (50%) or greater, he/she shall be removed from the Bargaining Unit for the period of time that he/she continues to be employed at fifty percent (50%) or more in the non-Bargaining Unit position.

121 The Faculty Member's compensation for work outside the Bargaining Unit shall be based exclusively on his/her years of service as a Faculty Member at Eastern Michigan University and shall be determined as follows:

122 a. If the Faculty Member has accrued 1-2 years of service as a Faculty Member at EMU at the time of a reduction in his/her Faculty appointment and is accorded partial reassignment to a non-Bargaining Unit position, he/she shall receive:

123 (1) his/her Faculty base salary, pro-rated to reflect the reduction of the Faculty appointment; plus,

124 (2) a pro-rated annual salary at the minimum of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is partially reassigned, based on the percentage of the reassignment.

- 125 b. If the Faculty Member has accrued 3-5 years of service as a
Faculty Member at EMU at the time of a reduction in his/her
Faculty appointment and is accorded a partial reassignment to
a non-Bargaining Unit position, he/she shall receive:
- 126 (1) his/her Faculty base salary, pro-rated to reflect the reduc-
tion of the Faculty appointment; plus,
- 127 (2) a pro-rated annual salary at the twenty-fifth (25th) percen-
tile of the salary range set forth in the University Salary
Schedule for the classification and pay grade of the posi-
tion to which the Faculty Member is partially reassigned,
based on the percentage of the reassignment.
- 128 c. If the Faculty Member has accrued 6 or more years of service
as a Faculty Member at EMU at the time of a reduction in his/
her Faculty appointment and is accorded a partial reassignment
to a non-Bargaining Unit position, he/she shall receive:
- 129 (1) his/her Faculty base salary, pro-rated to reflect the reduc-
tion of the Faculty appointment; plus,
- 130 (2) a pro-rated annual salary at the fortieth (40th) percentile of
the salary range set forth in the University Salary Sched-
ule for the classification and pay grade of the position to
which the Faculty Member is partially reassigned, based
on the percentage of the reassignment.
- 131 Fringe benefits received by the Faculty Member shall be subject to the provi-
sions of Article XIX.
- 132 The Faculty Member shall be returned to full-time appointment in accordance
with the recall procedures in VIII.F. below. If the Faculty Member remained
in the Bargaining Unit for the duration of his/her partial reassignment and is
returned to full-time Faculty assignment in his/her original department, the
Faculty Member shall receive the same rank, tenure status and credit for years
of service as if he/she had remained a full-time Faculty Member.
- 133 If the Faculty Member is removed from the Bargaining Unit, as provided
above, and is later returned to full-time service in his/her original department
in accordance with the recall procedures in VIII.F. below, upon return the Fac-
ulty Member shall receive the same rank, tenure status, and credit for years of
service held at the time of transfer from the Bargaining Unit.
- 134 3. Transfer to a Full-Time Non-Bargaining Unit Position
- 135 The transfer to a full-time non-Bargaining Unit position may be offered
as an acceptable alternative to layoff insofar as the Faculty Member pos-
sesses all of the required qualifications for a University position that are
set forth on the official University Position Classification Specification.

It is understood and agreed between the parties that a Faculty Member's years of service at Eastern Michigan University, exclusive of any service/rank credit that may have accrued to the Faculty Member for experience at other institutions, shall be equated on a one-for-one basis for purposes of calculating years of experience that may be required for a position outside of the Bargaining Unit.

136 The Faculty Member's compensation for work outside the Bargaining Unit shall be based exclusively on his/her years of service as a Faculty Member at Eastern Michigan University and shall be determined as follows:

137 a. If the Faculty Member has accrued 1-2 years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the minimum of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is assigned.

138 b. If the Faculty Member has accrued 3-5 years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the twenty-fifth (25th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is assigned.

139 c. If the Faculty Member has accrued 6 or more years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the fortieth (40th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is partially reassigned.

140 The fringe benefits of the Faculty Member shall be the same as those provided other employees who hold similar positions.

141 The Faculty Member shall be returned to full-time service in his/her original department in accordance with the recall procedures in VIII.F. below. Upon return, the Faculty Member shall receive the same rank, tenure status, and credit for years of service held at the time of transfer.

142 4. Retraining

143 A Retraining Plan appropriate to the needs of the department where a Faculty Member wishes to be placed may also be offered as an acceptable alternative to layoff. Such plan must be approved by the Department Personnel Committee, the Department Head, the Dean, and the Provost's Office. The Faculty Member shall be placed on unpaid leave of absence

for a duration not to exceed one year. EMU shall provide tuition remission at the same rate as provided in Article XX.M. if courses or training are taken at EMU.

144 During the leave of absence, the Faculty Member may, at his/her election, continue health insurance coverage in accordance with the provisions of Consolidated Omnibus Budget Reconciliation Act of 1985 (hereinafter "COBRA"). If following the leave of absence the Faculty Member returns to EMU and provides at least one (1) year of full-time service, EMU shall reimburse the Faculty Member for the amount paid toward medical insurance under COBRA during the period of absence.

145 5. Reduced Service Appointment

146 A Faculty Member may be offered a reduced service appointment. The Faculty Member shall receive a reduced salary proportionate to his/her full-time academic year base salary. Eligibility for promotion, tenure, leaves and Faculty Research/Creative Activity Fellowships and accrual of service-rank credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding full-time appointment. The Faculty Member shall retain his/her rank and tenure status. The Faculty Member shall be returned to full-time appointment in accordance with the recall procedures in VIII.F. below. The Faculty Member shall remain in the Bargaining Unit and shall receive Fringe Benefits as provided for in Article XIX.

147 Reduced appointments which result from a voluntary agreement between a Faculty Member and EMU in accordance with other provisions of this Agreement shall not be construed to be a reduced service appointment under this provision.

148 **D. Layoff Procedure**

149 1. Provided that the Faculty Members being retained can carry out the full range of instruction needed, the layoff procedures in 2. below shall be implemented. In the event the remaining Faculty Members cannot carry out the full range of instruction needed, the procedures below shall be implemented.

150 By way of illustration, and not by way of limitation, a Faculty Member shall be deemed unqualified to teach a course and, therefore, unable to carry out the full range of instruction needed, if he/she does not possess, where appropriate, the necessary license and/or certification that may be required for the course assigned, or if he/she has failed to satisfy at least one (1) of the following conditions:

151 a. Taught the course at least twice in the last five (5) years it has been offered, or

152 b. Been actively engaged in Scholarly/Creative Activity within
the last two (2) years immediately preceding notice of layoff,
at a level commensurate with departmental expectations for a
rating of average at the Assistant Professor level as specified in
the Departmental Evaluation Document in the specified subject
area to which he/she may be assigned.

153 2. Retention Priorities

154 a. Full-time Faculty Members shall have priority for retention
over temporary and part-time staff, and priority for retention
for teaching assignments over graduate assistants with similar
duties in the same department. Such rights shall not extend
over graduate assistants who exercise teaching responsibilities
in a course for which a Faculty Member has been assigned pri-
mary instructional responsibility or graduate assistants in non-
teaching assignments (e.g. laboratory assistants/technicians).

155 b. Tenured Faculty Members shall have priority for retention over
probationary Faculty Members in the same department or pro-
gram.

156 c. Between probationary Faculty Members, the Faculty Members
with the higher rank shall have priority for retention.

157 d. Between probationary Faculty Members with equal rank, re-
tention priority shall be based on the following criteria, in se-
quence:

158 (1) length of service in rank.

159 (2) highest relevant academic degree.

160 (3) total length of service at EMU.

161 (4) date of highest relevant academic degree.

162 e. Between tenured Faculty Members, the Faculty Member with
the higher rank shall have priority for retention.

163 f. Between tenured Faculty Members with equal rank, retention
priority shall be based on the following criteria, in sequence:

164 (1) length of service in rank.

165 (2) total length of service at EMU.

166 (3) highest relevant academic degree.

167 (4) date of highest relevant academic degree.

168

- g. Tenured Faculty Members who are subject to layoff shall receive at least two (2) semester notice prior to the effective date of the layoff or pay in lieu thereof. Non-tenured Faculty Members who are subject to layoff shall receive at least one (1) semester's notice prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one (1) semester. Notice shall be considered timely so long as it is mailed prior to the first (1st) day of the semester of the one (1) or two (2) semester periods referenced above. The first day of the semester shall be the day designated as the beginning of the semester in the official University calendar. Notice shall be deemed to be received as of the date mailed via certified U.S. Mail.

169

E. Rights While on Layoff

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1. Members of the Bargaining Unit subject to or on layoff status shall be given preference over new hires in filling vacant positions in the Bargaining Unit for which they are qualified. A Faculty Member hired to such vacant position shall have his/her salary adjusted to reflect the current market salary of the new department for his/her rank and years of service. Appointments to such Bargaining Unit vacancies and rank shall be subject to the provisions of Article XIV. Such Faculty Members shall be considered to be on layoff status from their original departments in accordance with the provisions of Article VIII.F.

171

2. A position held by a Lecturer shall be considered vacant upon the termination of his/her appointment, when filling positions which are available in the University under the provisions of Article VIII.E.1. above.

172

3. A Faculty Member's fringe benefits shall terminate effective at the end of the month in which he/she is laid off. A Faculty Member who is laid off may, however, continue his/her group medical, dental and life insurance benefits at the full group rate, for a period not to exceed eighteen (18) months, unless the COBRA requires a longer period of continuation of medical and dental benefits in the circumstances of an individual Faculty Member. If COBRA requires a longer continuation period for a particular Faculty Member, the Faculty Member may continue his/her group medical and dental benefits at the full group rate for the entire period prescribed by COBRA. Proper application and arrangements for payment for continued benefits must be made in the Benefits Office. Elections to continue medical and dental benefits must be made within sixty (60) days of the later of : (1) the date upon which medical and dental coverage provided by EMU terminates due to layoff, or (2) the date upon which the Faculty Member receives notice from the Benefits Office that he/she is eligible to continue medical and dental coverage under COBRA. Elections to continue life insurance must be made by no

later than thirty (30) calendar days prior to the commencement date of the layoff. If such application and arrangements are not made as herein described, the Faculty Member's benefits shall automatically terminate as provided above.

- 173 4. Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.

174 **F. Recall Procedures**

- 175 1. Non-tenured Bargaining Unit members shall be eligible for recall for one (1) academic year following the effective date of layoff.
- 176 2. Tenured Faculty Members shall be eligible for recall for four (4) academic years following the effective date of layoff.
- 177 3. A Faculty Member who held a tenured appointment on the date of release by reason of layoff may resume his/her tenured assignment upon recall. The Faculty Member shall receive the same credit for years of service held on the date of layoff, and shall receive at least the same academic year [eight (8) months] base salary he/she received at the time of layoff plus any increases that have been received.
- 178 4. Recall shall be in inverse order of release provided the Faculty Member being recalled is qualified for the available position.
- 179 5. Faculty Members shall notify EMU in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release EMU from any obligation to recall the Faculty Member thereafter.
- 180 6. EMU's obligation to recall a Faculty Member shall be satisfied by sending a certified letter to the Faculty Member at the last address filed with the Office of the Provost and Executive Vice President or such other office as EMU may designate for the retention of Faculty Personnel files. In the event the recalled Faculty Member does not notify EMU by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the Faculty Member shall be deemed to have refused recall and to have terminated his/her employment with EMU.

- 181 7. The released Faculty Member's position shall not be filled by a re-
placement during the period in which the Faculty Member is eligible
for recall unless the Faculty Member has been offered reappoint-
ment and has declined or has failed to respond as hereinabove pro-
vided.

ARTICLE IX. *PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS*

182 A. Professional Responsibilities

183 EMU and the Association agree that Faculty Members have professional
responsibilities in the realms of Instruction, Scholarly/Creative Activity,
and Service. The parties recognize that these activities are life-long en-
deavors which enhance the stature of the Faculty Member's profession
and that commitment to these responsibilities leads to self-improvement,
increased competence in problem solving, the capacity to use more com-
plex knowledge, and an awareness of ethical issues.

184 With respect to Instruction (and advising), Faculty Members have the
responsibility to engage in pursuits that enable them to be current in their
respective disciplines, to continually improve their understanding of the
learning process and use of pedagogical methods that promote learning,
to provide students with clear and explicit expectations, and to be avail-
able for consultation on academic matters with their students.

185 With respect to Scholarly/Creative Activity, Faculty Members have re-
sponsibility to engage in pursuits that help to further organize and con-
tribute to growth of the body of knowledge in their respective disciplines,
and/or to explore interdisciplinary implications.

186 With respect to Service (or academic citizenship), Faculty Members have
responsibility to engage in pursuits that further the interests of their re-
spective disciplines, the University, their Colleges, their Departments,
and the community at large.

187 Furthermore, EMU and the Association agree that the primary profes-
sional responsibility of Faculty Members is Instruction (including aca-
demic advising) or professional library service, supported by active par-
ticipation in Scholarly/Creative Activity (e.g. research) and Service. It
is recognized that Instruction entails a number of particular obligations
which Faculty Members are expected to fulfill, including, but not limited
to, such obligations as meeting assigned classes, assigning and submitting
grades in accordance with established University schedules, and provid-
ing such information as corrected class lists as may be required by EMU.
Further, EMU and the Association agree that Faculty Members shall have
the professional responsibility of reporting all absences from regularly
scheduled duties to their Department Head, participating in committee
activities, keeping posted office hours which are scheduled at times most
beneficial to students, participating in activities such as orientation and

registration, and participating in ceremonial academic functions such as convocations and commencement.

188 B. Extended Programs and Educational Outreach

189 The University and the Association are committed to providing quality educational opportunities to our diverse student population. To this end, Extended Programs and Educational Outreach shall work with academic departments through the input procedures set forth in Article XIII to determine need and develop and offer classes and programs that best serve our students, and to ensure academic integrity and accountability.

190 When a course/program is initially offered through Extended Programs and Educational Outreach, the appropriate academic department will approve it utilizing the input procedure specified in Article XIII. In order to avoid missed opportunities, an expedited review process may be requested by Extended Programs and Educational Outreach. If such an expedited review is requested, the appropriate departmental input committee will provide input within ten (10) working days.

191 The professional qualifications of individuals assigned to teach courses offered through Extended Programs and Educational Outreach shall be reviewed by the academic department utilizing the input procedures in Article XIII.

192 Typically, Faculty Members will teach courses offered through Extended Programs and Educational Outreach as a supplement to their regular pay. In certain circumstances and with the agreement of the Faculty Member and the Department Head, a Faculty Member may be assigned a course as part of his/her regular load.

193 When assigning courses offered through Extended Programs and Educational Outreach, the Faculty in each department/program will be given the first opportunity to volunteer. If there is not a qualified volunteer, the Department Head shall have the right to assign a qualified lecturer to the course. If a faculty member or lecturer is not available the Department Head shall have the right to assign a Faculty Member to the course with the following conditions:

The course shall be a part of the Faculty Member's regular load or may be an overload at the Faculty Member's request; an individual Faculty Member may not be assigned to a course offered through Extended Programs and Educational Outreach more than once in two academic years, unless he/she volunteers; the course must be part of a program offered through Extended Programs and Educational Outreach.

194 In departments where there is a layoff situation, a Faculty Member may also be assigned to courses offered through Continuing Education as an acceptable alternative to layoff pursuant to Article VIII.C.1.

195 Courses offered through Extended Programs and Educational Outreach will normally be taught off-campus or on a weekend schedule. If a course is offered Extended Programs and Educational Outreach on-campus during the week (e.g. Monday, 8:00 AM to Friday, 3:00 PM), the individual assigned to teach the course will be assigned as part of load or as an overload with the Faculty Member's approval. For purposes of this section, the following exceptions apply to being considered as on-campus:

- Weekend University
- Workshops
- Specific regular credit courses taught exclusively for special groups and not available to the regular student body
- Non-credit courses developed by Extended Programs and Educational Outreach exclusively for special groups and not available to the regular student body.
- Special topics courses.

Special topics may be offered through Extended Programs and Educational Outreach on an experimental basis. No special topics course may be offered through Extended Programs and Educational Outreach more than two (2) terms unless a proposal to regularize the course offering has been submitted to the appropriate Faculty input system. Such a course offering may be continued until it has been approved or disapproved as a regular course offering through the input system. Exceptions may be requested by EMU and may not be unreasonably withheld by EMU-AAUP.

196 When full programs or certificate programs are offered at off-campus sites, Extended Programs and Educational Outreach, in cooperation with the academic department, will provide appropriate academic support services for Faculty and students. To ensure an appropriate level of faculty involvement, Extended Programs and Educational Outreach shall utilize the input procedures as set forth in Article XIII.

197 The University agrees to continue giving Faculty first opportunity to volunteer for available spring/summer teaching assignments.

198 The evaluation process of classes offered through Extended Programs and Educational Outreach shall follow the process and instrument for on-campus classes, appropriately modified for classes delivered online and other specific needs of Extended Programs and Educational Outreach.

199 Extended Programs and Educational Outreach will obtain permission of the Faculty Member before entering an online course for any purpose other than technical support. Extended Programs and Educational Out-

reach will not access or facilitate access by others for online courses for purposes of evaluating faculty performance or activity, except in accordance with Article XV.

200 C. Outside Employment

201 Supplemental employment is permitted providing:

- 202 1. It appears that supplemental employment will not interfere with the
performance of University duties or impair the effectiveness of the
individual as a teacher and a scholar.
- 203 2. EMU equipment, supplies, materials, or clerical services are not uti-
lized for such outside work.
- 204 3. Prior to undertaking such outside work, the Faculty Member reports
to the Department Head, the Dean, and the Office of Academic Af-
fairs, on a form provided by EMU, the nature, extent, and expected
duration of such work, including the number of hours and time dur-
ing which the supplement employment is to occur.

205 At the beginning of the fall semester the Administration shall remind
Faculty of their contractual responsibility regarding the reporting of sup-
plemental employment. Such reports shall be updated at the beginning of
the fall semester or whenever a significant change in outside employment
occurs.

206 Should the Provost and Executive Vice President determine that the Fac-
ulty Member's supplemental employment is not in keeping with the limi-
tations and requirements provided above, the Faculty Member may be
requested to end or modify such supplemental employment as a condition
of continued employment as a Faculty Member.

207 Termination of a Faculty Member who fails to notify the University of
outside employment, or fails to end or modify supplemental employment
pursuant to this section shall be subject to the termination procedure pro-
vided for in Article XVI.D.

208 D. Work Load

- 209 1. It is recognized that a full-time teaching position is a full-time job.
While it is not possible or desirable to establish the same load or
credit hour production for each Faculty Member, it is assumed that
a twelve (12) credit hour load is the norm for the fall and winter se-
mesters and that a six (6) credit hour load is the norm for the spring
and summer terms. Department Heads, in consultation with their
Dean (consistent with subsection D.5. below), are responsible for
structuring schedules to take into account factors for which equiva-
lency credit [toward meeting the twelve (12) credit hour norm] may
be considered, such as:

- a. large sections of a single course;
- b. laboratory supervision, planning, and/or equipment/facility maintenance;
- c. supervision of special learning activities when such activities and/or projects are a significant part of the Faculty Member's workload (e.g. composition or writing intensive courses, supervision of independent studies and/or thesis/final projects, chairing or serving as a member on a preliminary and/or dissertation committee) and selection and supervision of graduate assistants, coordination, selection, and placement of cooperative education students;
- d. graduate courses where the nature of the instruction requires significantly greater preparation than an undergraduate course;
- e. supervision of field activities such as practice teaching, clinical affiliation, internship, and cooperative education;
- f. participation in and/or administration of grant projects;
- g. extraordinary service or committee obligations, such as coordination of advising, program coordination, multiple-section course supervision, and other administrative duties;
- h. extraordinary obligations in the area of Scholarly/Creative Activity or research;
- i. compliance with work load standards established by external professional organizations and/or accrediting bodies; and, at the same time maintain a level of credit hour production consistent with University responsibility;
- j. courses for which mandated contact hours exceed credit hours;
- k. new Faculty during their first year at EMU.

210

2. Full-time Faculty Members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week scheduled with the approval of the Department Head.

If the Faculty Member will not be in his/her office during the posted times, he/she will indicate where in the building he/she can be located during his/her posted office hours by leaving information on his/her office door or with the Department Secretary. Office hours may be scheduled at other times and locations beneficial to students with concurrence of the Department Head.

- 211 3. Work load of teaching Faculty during the spring and summer sessions shall be adjusted accordingly.
- 212 Where it is practical to do so, EMU agrees to provide notice of its intent to appoint Faculty Members to teach during a spring and/or summer term, thirty (30) days prior to the beginning of classes. It is understood that notice as herein provided shall not be construed to establish a binding commitment on the part of EMU and such appointment may be reassigned, modified, or canceled in whole or in part as EMU, in its sole discretion, may so determine.
- 213 4. The normal full-time work load for library Faculty Members shall be thirty-seven and one-half (37 1/2) scheduled hours per week.
- 214 5. In implementing the provisions of sub-paragraphs IX.D.1. and 2., and establishing departmental credit hour equivalencies, there shall be Faculty input in accordance with the procedures of Article XIII.
- 215 E. Faculty Members shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas/New Year's season days.
- 216 Post-sessions shall not be counted as a part of the Plan C or Plan C1 obligation except when necessary to fulfill an equivalent work load requirement for a fall or winter semester as defined in Article VIII.B.2. and 3.

ARTICLE X. *FACULTY TRANSFERS TO ADMINISTRATIVE APPOINTMENTS*

- 217 Administrative/Professional positions (AP), pursuant to the University classification system, are frequently made available to qualified Faculty Members. To encourage Faculty participation and to provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
- 218 1. A Faculty Member appointed to an administrative appointment shall be transferred from Bargaining Unit to non-Bargaining Unit status for the duration of his/her appointment.
- 219 2. As a non-Bargaining Unit employee the Faculty Member shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.
- 220 3. Upon the expiration of his/her appointment to an Administrative position, the Faculty Member shall be returned to the Bargaining Unit and his/her former department and position, subject to the limitations set forth in Article VIII, Layoff and Recall, and Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations.

- 221 4. Upon his/her return to the Bargaining Unit, the Faculty Member
may elect to be credited with time served on an Administrative ap-
pointment for the purpose of determining whether he/she possesses
the requisite time in rank for consideration for tenure, promotion,
Sabbatical Leave and Faculty Research/Creative Activity Fellow-
ships. The Faculty Member shall be obligated to satisfy all other
eligibility criteria and terms and conditions established for the fore-
going employment status, leaves, and fellowships.
- 222 5. Upon his/her return to the Bargaining Unit, the Faculty Member
may elect to be credited for any Scholarly/Creative Activity under-
taken while on such Administrative appointment for the purposes of
reappointment, tenure or promotion.
- 223 6. The base salary of a Faculty Member returned to the Bargaining
Unit from an Administrative appointment shall be no less than if he/
she had not held such position.
- 224 7. The EMU-AAUP shall be notified within thirty (30) days of the ap-
pointment of a Faculty Member to an Administrative position and
within thirty (30) days of the return of a Faculty Member to the
Bargaining Unit.

ARTICLE XI. LEAVES

225 A. Temporary Disability Paid Leave Days

226 1. Accumulated Temporary Disability Paid Leave Days

227 Each Faculty Member's accumulated temporary disability paid
leave balance as of July 1, 1979, shall continue to carry over from
calendar year to calendar year, except as reduced in accordance with
the terms of this Agreement.

228 2. Non-Accumulated Temporary Disability Paid Leave Days

229 Each Faculty Member on a full-time (100%) academic year appoint-
ment shall be granted six (6) temporary disability paid leave days
per calendar year (e.g. January 1-December 31). In recognition of
their differential assignment, each library Faculty Member shall be
granted one (1) additional temporary disability paid leave day for
each spring and summer full-time assignment.

For the purpose of this provision, any Plan C appointments are
equivalent to a full-time academic year appointment.

Temporary disability paid leave days shall be credited to each Fac-
ulty Member on a prorated basis at the time of initial appointment
and on January 1 thereafter.

Faculty on less than a full-time academic year appointment shall receive prorated temporary disability paid leave days according to the percentage and the duration of their appointment.

Unused temporary disability paid leave days do not accumulate from calendar year to calendar year.

- 230 3. Use of Temporary Disability Paid Leave Days
- 231 a. Temporary disability paid leave may be used on any day on
which a Faculty Member is scheduled to work.
- 232 b. All absences due to illness or injury will be debited against
the Faculty Member's temporary disability paid leave credit,
regardless of whether or not a substitute is provided. A Faculty
Member will be considered absent if he/she fails to appear for
his/her regularly scheduled duties because of illness or injury,
and his/her temporary disability paid leave credit will be deb-
ited.
- 233 c. If a Faculty Member is disabled and absent from work because
of a compensable accident or injury (e.g. one covered by Work-
ers' Compensation), he/she may elect to utilize his/her tempo-
rary disability paid leave entitlements to cover the monetary
difference between his/her full-time salary as of the date of ac-
cident or injury, and compensation benefits applicable to the
period of disability. The number of hours debited against the
Faculty Member's temporary disability paid leave entitlements
shall be limited to that number necessary to cover the above
difference, or that amount to which the Faculty Member is then
entitled, whichever is lesser.
- 234 d. For any absence which is chargeable to temporary disability
paid leave benefits, or the Faculty Sick Leave Bank (FSLB),
the Faculty Member may be required to file either a physician's
statement or a sworn affidavit that the claim of absence for any
of the reasons stated above is bona fide. Until such statement is
filed, if requested, all absences will be considered as lost time
and the Faculty Member's pay will be reduced as provided for
in L.7. below.
- 235 e. Whenever a Faculty Member has used up all of his/her tem-
porary disability paid leave credits as provided for in Sections
A.1. and A.2. above, and continues to be unable to work be-
cause of illness or injury, he/she may apply for salary contin-
uation under the FSLB until such time as he/she is eligible for
long-term disability as provided in Article XIX.F. The Faculty
Member's eligibility to draw upon the FSLB shall be subject to
the following conditions and limitations:

236 (1) Faculty Members may draw from the FSLB: a) only for periods encompassed by the beginning and ending dates of their regular academic year appointments, and the fall, winter, spring, or summer sessions that they are actually on EMU's active payroll; b) only after the exhaustion of all temporary disability paid leave entitlements accrued or granted in accordance with the provisions of Sections A.1. and A.2. above; and c) only until such time as he/she is eligible for long-term disability as provided in Article XIX.F.

237 (2) Maximum withdrawal of disability paid leave days from the FSLB for any one (1) period of disability or in any one (1) calendar year shall be based upon each Faculty Member's length of service with EMU as a regular Faculty Member, as follows:

238	Length of Service	Maximum Number of Days Available
	Less than one year	20
	Over 1 year, less than 2	30
	Over 2 years, less than 3	40
	Over 3 years, less than 4	50
	Over 4 years	65

239 (3) Application for use of the FSLB must be in writing and shall include the specific nature and duration, or expected duration, of the disability. A physician's statement confirming the disability may be required by EMU in support of the application. A standard application form is available on the Academic Human Resources (AHR) website or in the Benefits Office.

240 Effective January 1 of each year the FSLB shall be reestablished at a level of four hundred and fifty (450) days. Should the FSLB be exhausted during any calendar year, EMU agrees to replenish the bank in the amount of days necessary to meet Faculty Member's needs as described above.

241 f. Temporary disability paid leave days as provided in Sections A.1. and A.2. above, may be utilized by a Faculty Member for illness or injury of a member of his/her immediate family, subject to the following limitations:

242 (1) Such use shall be limited to three (3) days for any particular incident of illness or injury to a maximum of six (6) days in any calendar year.

- 243 (2) “Immediate family” for the purpose of this provision shall
be defined as: spouse, additional eligible adult, biological
parent or an individual who stood in loco parentis to a
Faculty Member when the Faculty Member was a child,
or a biological, adopted or foster child, a stepchild, a legal
ward, or a child of a Faculty Member standing in loco
parentis, who is either under age 18, or age 18 or older and
incapable of self-care because of mental or physical dis-
ability. Persons who are “in loco parentis” include those
with day-to-day responsibilities to care for and financially
support a person when the person was a child.
- 244 (3) Where practical, requests for the above shall be made in
advance to the Department Head.
- 245 (4) The FSLB shall not be utilized for the foregoing purpos-
es.
- 246 g. Disabilities resulting from pregnancy or childbirth shall be
treated the same as other disabilities for purposes of these pro-
visions.
- 247 h. The University shall make available to each Faculty Member,
on a monthly basis, a record of his/her accumulated temporary
disability paid leave. This information is available in depart-
mental offices.
- 248 i. Temporary disability paid leave days and FSLB days shall
be debited in one (1) day increments, except in such cases
where the Faculty Member was able to attend his/her sched-
uled classes, professional committee meetings and/or perform
other professional assignments such that the Department Head
determines the professional services rendered by the Faculty
Member to be equivalent to one-half (1/2) day’s work and so
approves the debiting of the Faculty Member’s temporary dis-
ability paid leave account or the FSLB on that basis.

249 B. Medical Leave

- 250 1. Upon proper application, a Faculty Member who has exhausted his/
her entitlement to the benefits provided for in Section A. above will,
if eligible, be placed on Family and Medical Leave Act (FMLA)
leave pursuant to the provisions of Section C. below.
- 251 2. A Faculty Member who is unable to work because of illness or
injury and is ineligible for, or has exhausted, his/her FMLA leave
entitlements as provided in Section C. below, shall, upon proper ap-
plication, be placed on unpaid medical leave for a period of up to
one (1) semester. A Faculty Member may also request an exten-
sion of medical leave. If approved by EMU, said extended medical

leave shall be without pay for a period of up to one (1) semester. Said leaves may be further extended at EMU's discretion for additional periods of up to one (1) semester, but the total period of the leave time, including any FMLA leave, shall not exceed two (2) full years.

- 252 3. EMU may require the Faculty Member to submit a statement from his/her physician in support of any request for medical leave, and of any such leave extension or request by the Faculty Member to return to work.

253 C. Family and Medical Leave Act (FMLA)

- 254 1. A Faculty Member who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the FMLA, or the date on which the leave commences, whichever comes first, shall be granted up to six (6) workweeks of paid and six (6) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:

- 255 a. For a birth of a child of the Faculty Member and to care for such child. (In this situation, any temporary disability paid leave days a Faculty Member is entitled to use under the provisions of Article XI.A.1. and A.2. above, shall be in lieu of the unpaid FMLA leave.)

- 256 b. For the placement of a child with the Faculty Member for adoption or foster care.

- 257 c. To care for a spouse, additional eligible adult, child, or parent of the Faculty Member if the former has a serious health condition, or

- 258 d. If a Faculty Member has a serious health condition which renders him/her unable to perform the functions of his/hr position, he/she shall be granted twelve (12) workweeks of FMLA leave for any calendar year (January 1 through December 31). (In this situation, any temporary disability paid leave days a Faculty Member is entitled to use under the provisions of Article XI.A.1. and A.2. above, shall be in lieu of the unpaid FMLA leave.)

- 259 2. The taking of a FMLA leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any Faculty Member who returns from Leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the

Faculty Member would have been entitled had the Faculty Member not taken the leave.

- 260 3. Faculty Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by EMU to the position of employment held by the Faculty Member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 261 4. During the period FMLA leave, EMU shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the Faculty Member had continued in employment for the duration of the leave. EMU shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the Faculty Member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the Faculty Member to leave under paragraphs C.1.c. or C.1.d. above, or other circumstances beyond the Faculty Member's control. In this situation, EMU may require certification of inability to return to work as specified and allowed by the FMLA.
- 262 5. If the requested leave is for the birth/care of a child, the placement of a child in the Faculty Member's home for adoption or foster care, or to care for a spouse, additional eligible adult, child or parent who has a serious health condition, the Faculty Member is first required to exhaust any available paid leave under Section A above. Upon exhaustion of the paid leave, under Section A, the Faculty Member is eligible for up to six (6) weeks of paid FMLA leave. Any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 263 6. Notwithstanding the provisions of paragraph C.1. above, a family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in a Faculty Member's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period.
- (For example, a Faculty Member who requests a leave at the start of the twelfth month [of the twelve (12) month period from the date of birth or placement] is entitled to only four (4) workweeks of unpaid leave.)
- 264 7. Spouses, both of whom are employed by EMU, are limited to a combined total of six (6) workweeks of paid and six (6) workweeks of unpaid FMLA leave during any twelve (12) month period for the

birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Faculty Member may use up to six (6) workweeks of paid and six (6) workweeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.

- 265 8. An eligible Faculty Member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in his/her home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Faculty Member must provide as much written notice as is practicable under the circumstances.
- 266 9. An eligible Faculty Member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, additional eligible adult, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such a Faculty Member must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Faculty Member must provide as much written notice as circumstances permit.
- 267 10. A Faculty Member on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 268 11. If a requested leave is because of a serious health condition of the Faculty Member which renders him/her unable to perform the functions of his/her position, or to care for a spouse, additional eligible adult, child or parent who has a serious health condition, the Faculty Member may be required to file with EMU, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by EMU. Similarly, as a condition of restoring a Faculty Member whose FMLA leave was occasioned by the Faculty Member's own serious health condition, EMU may also require the Faculty Member to obtain and present certification from his/her health care provider that the Faculty Member is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 269 12. In any case in which EMU has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs C.1.c and C.1.d., EMU may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

- 270 13. A leave taken under paragraph C.1.a. or C.1.b. above shall not be taken intermittently or on a reduced leave schedule unless EMU and the Faculty Member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph C.1.c above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, EMU may require the Faculty Member to transfer temporarily to an available alternative position offered by EMU for which the Faculty Member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Faculty Member's regular position.
- 271 14. The provisions of paragraphs C.1-C.13 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.
- 272 15. A Faculty Member who is ineligible for, or who has exhausted his/her FMLA leave entitlements as provided in Section C. above, in cases of family need, including but not limited to the birth of a child, the adoption of a minor child, or the long-term illness (physical or mental) of a minor child or other member of the immediate family as defined in A.3.f.(2) above, a Faculty Member shall not unreasonably be denied a leave without pay for one (1) semester, or a reduced appointment for a period of up to two (2) semesters, at a rate of compensation proportional to the rate of his/her regular appointment. Such leave may be renewed but the total leave time, including any FMLA leave, shall not exceed twelve (12) months.

273 **D. Personal Business Leave**

274 Each Faculty Member shall be granted up to two (2) days each calendar year for the purpose of attending to personal business that cannot be attended to at a time not in conflict with his/her professional responsibilities.

275 Personal business days shall be credited to each Faculty Member at the time of his/her initial appointment and on each January 1st thereafter. Such days shall be non-accumulative and shall be separate from and in addition to the temporary disability days provided for in Section A.2. above.

276 Personal business leaves shall be approved in one (1) day increments, except in cases where the Faculty Member completes his/her personal business in less than one (1) day and is able to attend scheduled classes, professional committee meetings and/or perform other professional as-

signments for one-half (1/2) day. In these instances, the Faculty Member's personal business leave account will be debited in one-half day increments, as approved by the Department Head.

277 E. Bereavement Leave

278 A Faculty Member shall be allowed up to three (3) days, with pay, to attend the funeral of a member of his/her immediate family. "Immediate family" for purposes of this provision shall be defined as: husband, wife, additional eligible adult, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to a Faculty Member when the Faculty Member was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person, when the person was a child.

279 In those limited instances where extenuating circumstances associated with the death of a member of the Faculty Member's immediate family (e.g. the geographic location of the funeral and/or legal obligations that must be assumed by a Faculty Member), necessitate an extended leave of absence on the part of the Faculty Member, the Faculty Member may request approval of up to two (2) additional days of Bereavement Leave, which requests shall not be unreasonably denied by the University.

280 A Faculty Member who wishes to attend the funeral of someone outside of his/her immediate family may take one-half (1/2) day with pay, with the permission of the Department Head. In any case, time taken beyond these specified amounts will be charged against the Faculty Member's temporary disability paid leave.

281 F. Jury Duty

282 Faculty Members shall suffer no loss in compensation when called to perform jury duty service.

EMU shall pay the difference between jury compensation and the Faculty Member's regular EMU compensation. When a Faculty Member is temporarily excused from jury duty service, he/she is expected to return to work.

283 G. Professional Leave

284 1. A professional leave without pay may be granted under appropriate circumstances. While such leaves will ordinarily involve the Faculty Member's pursuit of an activity or activities related to his/her discipline and/or area of specialization, professional leaves may also be granted for purposes adjudged by EMU to be mutually beneficial to the Faculty Member and the University.

285 2. To be eligible for a professional leave without pay, a Faculty Member shall have two (2) years of continuous full-time service at EMU since a previous leave. Under unusual circumstances, the requirement of two (2) years continuous full-time service may be waived by the Provost and Executive Vice President or his/her designee. The Faculty Member shall submit a written application to his/her Department Head stating the reasons for the leave, the period of absence, and the date of return.

286 3. A Professional leave without pay may be granted for a period of time not to exceed twelve (12) months.

287 **H. Exchange Professorship Leave**

288 1. Definition

289 Two (2) Faculty Members, one from EMU and the other from a school system, two-year or four-year institution, may agree to exchange teaching and learning environments for not less than one (1) semester and not more than twelve (12) months.

290 2. Title

291 The Faculty Member from the other location and the Faculty Member from EMU shall be referred to as “Exchange Professors” for the duration of the exchange.

292 3. Requirements

293 Each Exchange Professor must meet the minimum requirements of employment at the institution to which he/she is going. Both the institutions and the Exchange Professors must agree in writing to the exchange and its conditions. The EMU Exchange Professor must be tenured. EMU may withhold its consent if it believes such an exchange is not in the best interest of EMU.

294 4. Duties

295 The Exchange Professors shall be expected to complete all conditions agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforeseeable circumstances, and to abide by the specific duties, regulations and policies appertaining to the exchange roles at the respective institutions.

296 5. Remuneration

297 The Exchange Professor from EMU shall be paid by EMU during the exchange the same compensation as if he/she were performing his/her normal duties at EMU. While on an Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms

of the current Agreement between the Association and EMU. The Exchange Professor coming to EMU from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, conducting workshops, etc.

298 6. Return After Exchange

299 A Faculty Member on an Exchange Professorship shall agree to
return to service with EMU for two (2) semesters in the year im-
mediately following expiration of his/her leave, unless the President
specifically waives or defers this obligation.

300 7. Expenses

301 The Exchange Professors shall assume full responsibility for all ex-
penses incurred either during their relocations or their stays at the
respective institutions.

302 8. Conditions

303 Time spent as an Exchange Professor shall count toward meeting
the time limits for promotion and eligibility for Faculty Research/
Creative Activity Fellowships and Sabbatical Leaves.

304 **I. Military Leave**

305 1. A military leave without pay shall be granted upon request of any
Faculty Member who enters active military service of the United
States, or civilian services of the United States which are an es-
sential part of the national defense program. Upon conclusion of
the leave the Faculty Member shall be subject to reinstatement in
accordance with the provisions of applicable federal or state law.

306 2. A Faculty Member who is ordered to active duty during an academic
period in which he/she is scheduled to work shall, at his/her request,
be granted military leave to engage in a temporary tour of duty with
the National Guard or any recognized branch of the United States
Military Service. If the Faculty Member's military pay is less than
his/her regular EMU salary, EMU will pay the Faculty Member the
difference for a maximum of fifteen (15) working days in any tour
of duty or calendar year, whichever is the longer period. Such leave
shall be credited as continuing service.

307 **J. Political Leave**

308 A political leave without pay may be granted upon request of any Fac-
ulty Member who has been nominated, elected or appointed to a local,
state, or national office, for a period not to exceed twelve (12) months. A

Faculty Member may request an extension of such leave for the term of office.

309 K. Exceptional Need Leaves

- 310 1. A leave without pay may be granted a Faculty Member for valid
personal reasons of an exceptional nature.
- 311 2. Such leaves may be for periods of up to one (1) semester and may
be extended for periods not to exceed twelve (12) months.

312 L. Leave Conditions

- 313 1. Approval of Leaves
- 314 a. To the extent permitted by applicable state and federal law,
temporary disability leave, personal business leave, FMLA
leave, bereavement leave, jury duty leave and military leave
under paragraph J.2. above, require administrative approval,
which approval shall be given in all instances where the terms
and conditions of this Agreement have been satisfied. Where
practicable, the Faculty Member shall provide his/her Depart-
ment Head with advance notice of the need to utilize said
leaves. Said notice shall be framed with sufficient particularity
to advise the Department Head as to the length of time the Fac-
ulty Member is expected to be off work and allow planning for
appointment of a replacement. If advance notice is not prac-
ticable, the Faculty Member shall provide as much notice as
circumstances permit. The Department Head may require said
notice to be in writing.

315 If a Faculty Member's absence is determined to be not com-
pensable under the terms of this provision, it shall be regarded
as lost time and the Faculty Member's pay reduced as provided
for in M.7. below.

316 In those instances where the Department Head decides that the
Faculty Member's absence is to be regarded as lost time, he/
she shall advise the Faculty Member of same in writing within
twenty-four (24) hours of his/her decision. The Department
Head's notice to the Faculty Member shall be framed with suf-
ficient particularity to advise the Faculty Member of the rea-
sons for said decision.

317 Within five (5) work days of the filing of any grievance alleg-
ing a violation of the provisions of this Article XI, a Step II
grievance hearing shall be held in accordance with the provi-
sions of Article VII. If the grievance cannot be resolved at Step
II, the grievance may be appealed to Step III in which case a

hearing shall be convened within five (5) work days of filing notice of appeal.

- 318 b. Except as otherwise provided hereinabove, leaves shall be subject to advance approval of the University, which, in its sole and exclusive discretion, may approve or deny said leaves.

319 2. Time Limits

- 320 a. Where practicable, applications for Family Care, Professional, Exchange Professorship, Political, Exceptional Need, and Military Leaves under paragraph J.1. above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.

- 321 b. Where practicable, the Faculty Member shall be notified in writing within forty-five (45) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.

322 3. Effect of Leaves on Applications for Tenure, Promotion, Sabbatical Leaves and Faculty Research/Creative Activity Fellowships

323 Time spent on leave without pay will not be counted in determining whether the Faculty Member meets the time limits for promotion and tenure, or eligibility for Sabbatical Leaves or Faculty Research/Creative Activity Fellowships, except in the case of a Faculty Member who has received a professional or military leave. A Faculty Member who receives a professional or military leave may have such time counted for the foregoing purposes, if within thirty (30) days of a Faculty Member's return from a professional or military leave, the Faculty Member provides written notice to the Assistant Vice President for Academic Affairs that he/she has elected to have his/her leave time credited for the foregoing purposes. The Faculty Member shall be obligated to satisfy all other eligibility criteria and terms and conditions established for the foregoing employment status, leaves and fellow-ships.

324 Faculty Members who meet the qualifications for FMLA leave during their probationary period will be granted upon request, prior to submission of application for tenure, an extension or extensions of the time periods for application for tenure, up to a maximum of 1 year.

325 4. Return from Leave

326 In those cases where a Faculty Member's leave expires during a semester in which he/she is scheduled to work, and the Faculty Member does not return by the date his/her leave expires, the Faculty

Member shall be considered to have voluntarily resigned, except as otherwise provided by state or federal law or in those verifiable limited situations where a Faculty Member was prevented from returning by circumstances (e.g. Acts of God, emergency hospitalization, etc.) beyond his/her control. Except as otherwise provided by state or federal law, in those cases where a Faculty Member's leave expires at the end of a semester, and the Faculty Member does not return by the beginning of the semester he/she is next scheduled to work, he/she shall be considered to have voluntarily resigned. Other exceptions may be made by EMU.

327

5. Fringe Benefits

328

a. The group medical benefits for a Faculty Member who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for twelve (12) months. If the Faculty Member is still on unpaid medical leave when EMU's provision of group medical benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the longer of: (1) an additional twelve (12) months or (2) the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the beginning of the unpaid leave. Pursuant to FMLA, EMU shall continue the dental benefits of a Faculty Member on unpaid medical leave for the period of the leave or for twelve (12) weeks, whichever is shorter. If the Faculty Member is still on unpaid medical leave when EMU's provision of FMLA-mandated dental benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the date of the Faculty Member's FMLA dental benefit continuation period ends. A Faculty Member who has been granted unpaid leave may request the continuation of life insurance at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.

329

b. The group medical and dental benefits for a Faculty Member on FMLA leave shall be continued by EMU for the period of the leave or for twelve (12) weeks, whichever is shorter. If such a Faculty Member remains on family care leave when EMU's provision of FMLA-mandated group medical and dental benefits terminates, the Faculty Member may continue those benefits at his or her own expense at the full group rate for the period mandated in the Faculty Members circumstances by COBRA, which is usually eighteen (18) months from the date a Faculty Member's medical and dental continuation period ends. Such a Faculty Member who has been granted a family care leave may request continuation of life insurance

at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.

330 c. All other Faculty Members who have been granted an unpaid leave may request the continuation of their medical and dental benefits at their own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the beginning of the unpaid leave. Such Faculty Members may request the continuation of their life insurance and, in the case of Faculty Members on unpaid professional leave who are engaged in full-time study for an advanced degree, long-term disability benefits may be continued at their own expense at the full group rate for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefits plans.

331 d. Faculty Members electing to continue benefits at their own expense must make proper application and arrangements for the payment of such continued benefits in the Benefits Office. Elections to continue life insurance and disability benefits must be made by no later than thirty (30) calendar days prior to the commencement date of the leave. Elections to continue medical and dental benefits must be made within sixty (60) days or the later of: (1) the date upon which the Faculty Member's medical and dental coverage terminates due to the commencement of an unpaid leave, or (2) the date upon which the Faculty Member received notice from EMU's Benefits Office that he/she was entitled to continue those benefits under COBRA.

332 e. Faculty Members shall pay the full cost of continuing the above-mentioned benefits plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter. The final payment shall only cover those days of the quarter when a Faculty Member is not on EMU's active payroll.

333 6. Reinstatement of Benefits

334 Upon return from an unpaid leave, Faculty Members who did not continue the plan have thirty (30) days from the date of return to reinstate their fringe benefits. Faculty Members who fail to re-enroll as herein provided are excluded from

these benefits until such time as they enroll and make proper application during an open enrollment period.

335 7. Compensation Deductions for Absences

336 For each day a Faculty Member is absent from work and not otherwise eligible for compensation during the period of said absence, the University shall deduct one-fifth (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be made for absences of less than one (1) day as hereinabove provided.

337 8. Status During and After Leave

338 The base salary of a Faculty Member on leave shall be adjusted as if he/she is not on leave. All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and such leaves shall not cause their employment status to be impaired, except as otherwise provided in this Agreement.

ARTICLE XII. *SABBATICAL LEAVES, RESEARCH/CREATIVE ACTIVITY FELLOWSHIPS, AND OTHER AWARDS*

339 **A. Sabbatical Leaves**

340 1. Sabbatical Leaves are granted to Faculty Members for special study, research and/or writing, or other projects which will enhance the usefulness of the Faculty Member to the institution, perform service on the local, state, national or international level, and/or bring prestige to the University. Endeavors appropriate for consideration as sabbatical leave projects include:

- a. Professional Development
- b. Program Development
- c. Research, Artistic, Scholarly/Creative Activities
- d. Community Service

341 2. The President, with the authority of the Board of Regents, shall determine the number of Sabbatical Leaves to be granted each year and shall grant such leave to Faculty Members.

342 3. A Faculty Member shall have the choice of applying for a leave of one (1) semester at full salary or two (2) semesters at one-half (1/2) salary. During a Sabbatical Leave the Faculty Member's contract with EMU shall remain unimpaired.

- 343 4. Regulations Governing Sabbatical Leave
- 344 a. A Faculty Member shall have served at least twelve (12) semesters of regular full-time employment with EMU since his/her initial appointment or since a previous Sabbatical Leave. The elapsed semesters need not be consecutive, but no more than two (2) semesters will be counted from any one (1) fiscal year.
- 345 b. If a Faculty Member's ranked position by the Screening Committee is bypassed by EMU because it is determined that his/her absence cannot be accommodated by the department because of staffing needs, and the Sabbatical Leave is granted in a subsequent year, the minimum twelve (12) semester period required between applications shall be reduced by the number of semesters of postponement.
- 346 5. Procedures
- 347 Applications for Sabbatical Leaves for either one (1) semester or two (2) semesters shall be submitted to Department Heads not later than November 1st of the academic year preceding the anticipated leave in accordance with established University procedures. Applicants for Sabbatical Leaves shall be notified in writing no later than March 15th of the academic year preceding the anticipated leave as to the recommended disposition of their applications.
- 348 **B. Faculty Research/Creative Activity Fellowships**
- 349 1. In addition to the Sabbatical Leaves granted under Section A. above, EMU shall provide Faculty Research//Creative Activity Fellowships in direct support of research and/or creative activities, thereby recognizing that such activities are essential components of academic programs and an important element of professional growth and development affecting the quality and prestige of all programs.
- 350 2. Faculty Research/Creative Activity Fellowships may include partial or full released time at full or partial salary as well as equipment, supplies, and travel allowances for the purpose of encouraging scholarly professional achievement and for the mutual benefit of the University and the Faculty Member. Faculty Research/Creative Activity Fellowships may require sustained off-campus work which may require released time from other normal Faculty duties and responsibilities (e.g. advising, service responsibilities, etc.). In these cases, an explicit rationale must be provided, in writing, as part of the application, as to how the research proposal to be executed requires a complete release from all departmental, college and University responsibilities. In granting a Faculty Research/Creative Activity Fellowship, the Provost and Executive Vice President will

specify whether and to what extent the Faculty Member is receiving released time.

- 351 3. The level of funding for Faculty Research/Creative Activity Fellow-
ships shall be established by the President with the authority of the
Board of Regents. Funds will be administered by the Provost and
Executive Vice President.
- 352 4. Departments in which Faculty Research/Creative Activity Fellow-
ships have been received may replace with temporary help that por-
tion of Faculty released time covered by fellowship grants.
- 353 5. Faculty Members whose applications for Faculty/Research/Creative
Activity Fellowships are not approved and who desire a semester's
leave of absence for study or professional activities may request
temporary use of Plan C, provided EMU determines such arrange-
ment can be accommodated within scheduling and program limita-
tions.

354 C. Applications

355 Applicants will be required to submit only one (1) copy of their applica-
tion. Applications for Sabbatical Leave and Faculty Research/Creative
Activity Fellowships shall include:

- 356 1. The presentation of a definite plan for the scholarly use of the Sab-
batical Leave or Faculty Research/Creative Activity Fellowship.
- 357 2. An indication of the specific semester(s) for which the leave or fel-
lowship is requested.
- 358 3. A description of any fellowship and/or grant pending or secured at
the time of application.
- 359 4. The applicant's agreement to return to service with EMU for two
(2) semesters in the year immediately following or to reimburse to
EMU an amount equal to the cost of the salary and fringe benefits
paid by EMU during the applicant's leave or fellowship, unless this
obligation is specifically waived or deferred by the President. In
cases of death, accident or illness causing the Faculty Member to be
unable to return, this obligation shall be waived.
- 360 5. An authorization for EMU to withhold the Faculty Member's pay in
accordance with the provisions of XII.E., below.

361 D. Screening Committee

362 A broadly representative screening committee, consisting of six (6) Fac-
ulty Members appointed by the Faculty Senate, one (1) academic Dean,
and two (2) academic Department Heads appointed by the President upon

the recommendation of the Provost and Executive Vice President, shall have the following duties:

- 363 1. Review and rank all applications for Sabbatical Leaves and Research/Creative Activity Fellowships and transmit the findings to the Provost and Executive Vice President who shall review them and make his/her recommendation to the President.
- 364 2. Make an annual report containing an account of the operation of the Sabbatical Leave and Research/Creative Activity Fellowship program during the preceding year, and recommendations concerning any matter relevant to the program, a copy of which shall be made available to the Association.

365 **E. Report of Project Activities and Results**

366 By the end of the semester in which a Faculty Member returns from Sabbatical Leave or a Research/Creative Activity Fellowship the Faculty Member shall submit a report to the Screening Committee detailing his/her project activities and results. In the event the Faculty Member fails to submit the aforementioned report his/her pay shall be withheld until such time as the Sabbatical Leave or Research/Creative Activity Fellowship report is filed. It shall be the responsibility of the Chairperson of the Screening Committee to report a Faculty Member's failure to submit the required report to the Provost and Executive Vice President for appropriate action. Exceptions to this provision may be made by EMU.

367 **F. Reimbursements**

368 Reimbursements to EMU as hereinabove provided shall be made on or before the date on which the Faculty Member was previously scheduled to return and/or reassume his/her employment. Reimbursements not remitted to EMU in full by said date shall be considered to be in default and EMU may enforce the obligations specified herein by a civil action for damages or such other remedies as may be available to it at equity or law.

369 **G. Other Awards**

370 The University may establish other programs in support of instructional, research, and/or creative activity. Guidelines for application (including the criteria for evaluation and identification of the individual and/or committee that will evaluate the applications) will be developed and circulated in advance of the application date for any such award. Faculty who will be on leave during the duration of the award period, as stated in the published guidelines, will not be eligible to participate in the award program for the period of their leave.

ARTICLE XIII: *FACULTY PARTICIPATION IN GOVERNANCE*

371 A. Recognizing the necessity for meaningful Faculty involvement in the areas of selection and evaluation of Faculty Members, curriculum development, and utilization of financial resources, the following procedures for the involvement of Faculty shall be used. Fundamentally, what is desirable and intended by the sections that follow is to ensure mindful participation by the Faculty with the ultimate decision-making resting in Eastern Michigan University management, but with an assurance of procedural regularity and fair play. Furthermore, as Faculty Members provide input to those responsible for managing the University, likewise, decisions should be communicated in a timely manner to the Faculty input bodies that provided input.

372 B. Department and College Committees

373 1. There shall be in each department, college or division, including University Library, a system providing for Faculty input in the areas of personnel, instruction, and finance. By way of illustration, Faculty may utilize the input system to provide their recommendations to the University on matters pertaining to the academic credentials and professional qualifications of instructional staff, Faculty teaching assignments, teaching overload policies, class size, override policies, teaching load equivalencies and departmental budget development.

374 2. Departmental and College Input Documents shall include the following information:

375 a. identification of those committees and faculty assignments created for the purpose of providing input in the areas set forth in XIII.B. above:

376 b. the election process and criteria for determining Faculty eligibility for department/college committee service;

377 c. the size, composition and operational guidelines of each committee and the term of office its members;

378 d. the process for replacement or recall of Faculty elected to committee service;

379 e. the process for searching for, screening and recommending Department Head candidates to the Dean.

f. the process for carrying out the DH evaluation as provided for in Article XV.

- g. the manner in which Faculty Members serving as coordinators/directors will provide appropriate faculty input in making recommendations to the Department Head.
 - h. process for review of the Input Document every five (5) years.
- 380 It is understood that existing structures established under prior Agreements are acceptable insofar as they are consistent with the terms of the present Agreement.
- 381 3. Existing departmental and college structures may be reviewed and changes made subject to approval on a secret ballot by a majority of the Bargaining Unit Members in the department or college concerned, subject to subparagraph 5 below.
- 382 4. Newly created or merged departments or colleges, and those departments or colleges that are otherwise absent a system for Faculty input as provided in this Agreement, shall develop and submit an Input Document for approval by no later than April 30 of the first (1st) complete year following the creation, split, or merger of a department or college, whichever is applicable. If such are not in place by April 30, as provided herein, the generic document developed and approved by EMU and the Association shall be implemented.
- 383 5. Changes at the department or college level must be submitted through the appropriate college level structure and approved by both the Dean or equivalent administrative agent and the Provost and Executive Vice President. Prior to proposed changes being approved at either level, departmental and college recommendations shall be reviewed by the Association and the Assistant Vice President for Academic Human Resources and Divisional Budget, for the purpose of determining whether such recommendations are in compliance with the terms and conditions of the parties' Master Agreement. After the Dean or the Provost and Executive Vice President receives a proposed change, a statement of approval or reasons for disapproval will be returned within thirty (30) days of receipt of the proposed change.
- 384 6. Faculty Members in each academic department who chair their department curriculum and finance committees shall be made aware of their department's budgetary and FTEF allocations by September 15 or ten (10) days following the date that the Department Head receives the information, whichever is later.
- 385 7. Faculty shall be involved in any and all future reviews of spring and summer course offerings, including the determination of the best method of undertaking such reviews and the evaluation of the results thereof.

386 C. Faculty Senate

387 The Faculty Senate shall consist of the Provost and Executive Vice President, or his/her designated representative, as a non-voting member and one (1) Faculty Member from each department, and the University Library, each of whom shall be elected in accordance with the ByLaws of the Faculty Senate.

388 The Faculty Senate shall provide recommendations to the Provost and Executive Vice President, with copies to the EMU-AAUP on all credit producing areas and instructional matters including but not limited to admissions, advising, withdrawals and incompletes, grading, attendance, assessment, General Education, Continuing Education, research, and other instructional matters affecting more than one (1) college. The Provost and Executive Vice President or designee shall respond in writing to written recommendations in a timely manner.

389 The Faculty Senate and the Provost and Executive Vice President shall mutually agree to any modification of the established system for providing recommendations and operational guidelines. The Association reserves the right to object to any modification(s) on the grounds that such modification(s) violate this Agreement or the Association's rights and obligations as the sole bargaining representative.

390 It is understood by the parties that when Faculty input is sought, Faculty Senate shall have the right to select or appoint Faculty representatives on all university-wide committees, commissions, councils, or task forces. Should Faculty Senate choose not to appoint a representative, they will notify the Provost and Executive Vice President in writing in a timely manner. If minutes are taken, chairs of these university-wide bodies shall distribute minutes of their meetings to the Faculty Senate President in a timely manner. This does not limit the University's right to invite Faculty to serve on any committee, commission, council or task force; however, these Faculty Members are not to be construed as providing Faculty input under Article XIII of the Agreement.

391 D. Graduate Council

392 The Graduate Council shall provide Faculty input to the Dean of Graduate School on all credit producing and instructional matters pertaining to graduate programs that are of concern to the Dean and/or Faculty including, but not limited to, admissions, advising, withdrawals and incompletes, grading, attendance, Continuing Education, research and other instructional matters.

393 The Graduate Council shall consist of the Dean of Graduate School, two (2) Department Heads from the College of Arts and Sciences and one (1) Department Head from each of the other Colleges in the Division of Academic Affairs, one (1) Graduate Student from each College, as non-

voting members, one (1) Faculty representative from the EMU Library, and one (1) Faculty Member from each academic department in which graduate programs or courses are offered. Faculty representatives shall be elected annually by Faculty in their respective departments and shall be the voting members of the Graduate Council. Officers of the Graduate Council shall be elected from its voting members.

394 The Graduate Council and the Dean of Graduate School shall mutually agree to any modification of the established system for providing input and operational guidelines. The Association reserves the right to object to any modification(s) on the grounds that such modification(s) violate this Agreement or the Association's rights and obligations as the sole bargaining representative.

395 The College Advisory Councils shall conduct periodic evaluations of the academic Deans, Graduate Council shall conduct a periodic evaluation of the Graduate School Dean, and the Faculty Senate shall conduct a periodic evaluation of the Provost. As part of the evaluation, administrators will provide a self-assessment and documentation to the evaluating faculty. Results will be communicated to the person being evaluated and his/her respective supervisor. The supervisor of the person being evaluated will communicate the results of the submitted evaluation to the appropriate faculty together with any additional comments he/she wishes to make within thirty (30) working days.

396 **E. Continuing Education Advisory Council**

397 1. A Continuing Education Advisory Council shall be established which shall consist of the Dean of Continuing Education and the Assistant/Associate Dean(s) of Continuing Education as ex-officio member(s), two (2) Department Heads appointed by the Provost, and twelve (12) Faculty Members. One (1) Faculty Member shall serve as a liaison to and shall be appointed by Faculty Senate. The remaining eleven (11) Faculty Members shall be selected by the established systems providing for Faculty Input in the five colleges and in University Library so that each unit has at least one (1) representative. The number of Faculty Members to be selected by each college shall be directly proportionate to the number of Continuing Education credit hours generated by the college during the preceding year (sum of summer, fall, winter and spring enrollments). Faculty Members will serve staggered two-year terms.

398 2. The Continuing Education Advisory Council shall provide recommendations to the Dean of Continuing Education on instructional matters relating to Continuing Education including but not limited to program and course offerings, potential markets and locations, and use of resources.

399 F. In all sections of this Agreement calling for Faculty Input, it is understood that such input will be through the structures developed in XIII.B., C., and D. above.

400 **G. Academic Affairs Educational Environment and Facilities Planning Committee.**

The committee will be composed of sixteen (16) members including seven (7) representatives appointed by the Faculty Senate; The Faculty Senate representatives shall be distributed in the following way: two members shall represent the College of Arts and Sciences with all other colleges and the library having one representative each. The AAUP shall appoint one (1) faculty member to serve on the committee. The Faculty Senate shall choose one of the appointed Faculty Members to serve as the committee co-chair. Eight (8) administrative appointees, including an administrator from each college and one from the library will be appointed by the Provost's Office, and the Provost will appoint one of these to co-chair the committee. In addition, the Chief of Operations of Physical Plant shall designate a non-voting representative and alternate to attend meetings of the committee, provide needed information to the committee, request input on academic projects being considered by Physical Plant, and assist in channeling input from the committee back to Physical Plant. The administrative and faculty co-chairs shall coordinate on developing agendas and scheduling meetings.

The Academic Affairs Educational Environment and Facilities Planning Committee will plan, analyze, make recommendations, and/or facilitate issues related to buildings and instructional facilities that house various colleges and offices within the division. The Committee also serves to provide input when required under the terms of this Agreement to the Provost and Vice President for Academic Affairs regarding facilities.

The Committee will:

- (1) Assist with planning the facilities needs of Academic Affairs such as building new instructional facilities and renovating or upgrading existing instructional facilities.
- (2) Assist with evaluating the current physical, climatic, and technology conditions in EMU's classrooms, labs, and faculty offices, and recommend such improvements as may be appropriate.
- (3) Assist with setting divisional maintenance and renovation priorities for classrooms such as furniture and instructional equipment needs.

401 **H. Standing Committee on Departmental Evaluation Documents**

- 402 1. A Standing Committee, consisting of four (4) representatives select-
ed by the Association and four (4) representatives selected by EMU,
shall be appointed. The Parties shall each designate a co-chair from
among the members of the committee. The committee shall review
all revisions submitted to modify existing documents or recommen-
dations to create new documents. The Standing Committee may
serve as a resource for the Department Evaluation Document revi-
sion process and make recommendations to the Parties about evalu-
ation criteria and procedures.
- 403 2. It is understood that the existing format, criteria, and standards of
current Departmental Evaluation Documents established under the
terms of the 1985 Master Agreement are acceptable insofar as they
are consistent with the terms of the current Agreement.
- 404 3. Revisions
- 405 a. Revisions in existing Departmental Evaluation Documents
that are consistent with the terms and conditions of this Master
Agreement may be initiated by the Faculty in a department, the
Department Head or the Dean of the College. Faculty Mem-
bers and Administrators are encouraged to seek the advice of
the Office of the Assistant Vice President for Academic Human
Resources and Divisional Budget and the Association prior
to proposing revisions. Recommended changes shall be pre-
sented to the Faculty in the department, who shall be given an
opportunity to vote on any proposed revision(s) and provide a
written rationale in support of their position.
- 406 Proposed revisions, the vote of the departmental Faculty and
any accompanying written rationale shall be forwarded simul-
taneously to the Assistant Vice President for Academic Human
Resources and Divisional Budget, the Dean, and the Associa-
tion, by the Department Head, and shall be reviewed by the
Department Head, who shall within thirty (30) calendar days
excluding spring and summer terms either note concurrence
with the recommended changes(s) or, in a written statement,
provide a rationale as to why the proposed change should not
be approved, and if such statement is not provided within thirty
(30) calendar days excluding spring and summer terms will be
deemed approved by the Department Head. The recommenda-
tion for change, the Faculty vote and its written rationale, if
provided, and the Department Head's concurrence shall be for-
warded to the Dean for consideration. The Dean shall within
thirty (30) calendar days excluding spring and summer terms
either note concurrence with the recommended change(s) or,
in a written statement, provide a rationale as to why the pro-
posed changes should not be approved, and if such statement is
not provided within thirty (30) calendar days excluding spring
and summer terms will be deemed approved by the Dean. The

recommendation or change, the faculty vote and its written rationale, if provided and the Department Head and Dean's concurrence or written exceptions shall be forwarded by the Dean to the Standing Committee for its consideration. The Standing Committee shall respond, in writing, to the request within thirty (30) calendar days (excluding spring and summer terms) either approving the requested change(s) or providing a rationale as to why the proposed changes were not approved.

- 407 b. Revisions must be submitted to the Standing Committee by no later than January 15 of each academic year and approved by no later than March 15 for such revisions to be applicable in the following year's evaluation process. It is agreed that the Standing Committee will meet twice in each of the fall and winter semesters to consider submitted revisions. A completed and dated signature page must accompany each Departmental Evaluation Document approved. Once approved, copies including the completed signature page, are held by the EMU-AAUP and the Assistant Vice President for Academic Human Resources and Divisional Budget. Copies are sent to the Department Head for distribution to all Faculty. New Faculty receive the Departmental Evaluation Document from the Department Head.
- 408 c. In those instances where there is not a majority vote of the Standing Committee to support a recommended change, the Departmental Evaluation Document shall stand as previously written.
- 409 4. New Departmental Evaluation Documents
- 410 a. Departments newly created, split, or merged during the life of this Agreement shall complete the development of a Departmental Evaluation Document and obtain Standing Committee approval by no later than April 30th of the first complete academic year following the creation, split, or merger of the department(s).
- 411 b. Procedural channels identical to those set forth in XIII.G.3.a. above shall be utilized when submitting proposed documents to the Standing Committee.
- 412 c. In those instances where there is not a majority vote of the Standing Committee to support a newly created Evaluation Document by April 30th of the first complete academic year following the creation, split, or merger of the department(s), applicants from said department shall be evaluated against the standards of performance set forth in Article XV of this Agreement.

- 413 d. During the year that a merged, split or newly created department is developing an Evaluation Document, Faculty affected by such creation, split, or merger shall be evaluated in accordance with the Departmental Evaluation Document that was applicable to their performance prior to said creation, split, or merger.

ARTICLE XIV. *FACULTY APPOINTMENTS, FACULTY PARTICIPATION IN GRADUATE PROGRAMS, REAPPOINTMENTS, TENURE AND PROMOTION*

414 A. Appointments and Reappointments: General Provisions

- 415 1. Appointments to the Bargaining Unit shall be probationary (e.g. working toward academic tenure) or tenured (e.g. holding indeterminate academic tenure).
- 416 2. A probationary appointment shall be for one (1) year (e.g. 12 months, from September 1 to August 31), subject to renewal or non-renewal by EMU at its expiration date, except in those instances in which a Faculty Member is initially appointed in mid-academic year (e.g. at the beginning of the winter term).
- 417 a. In those instances in which a Faculty Member is initially appointed in mid-academic year (e.g. at the beginning of the winter term), the duration between such initial appointment and the following September 1, shall be deemed the first (1st) year of appointment, unless the Faculty Member decides not to use this initial period as the first (1st) year of appointment. The decision not to use this initial period as the first (1st) year of appointment shall be made: 1) by the Faculty Member by October 15 of the first (1st) calendar year of his/her appointment by Associate Professors and Professors, or 2) by October 15 of the second (2nd) calendar year of his/her appointment by Assistant Professors and Instructors. The Faculty Member shall notify the Department Head of his/her decision in writing by October 15.
- 418 b. In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a spring or summer term, said spring and/or summer term appointment(s) shall not be construed as a part of the Faculty Member's initial probationary year and in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said spring and/or summer appointment.
- 419 3. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to

the rank of Instructor, Assistant Professor, Associate Professor or Professor.

- 420 4. Faculty Members who are selected to participate in the process of hiring Faculty in their department will be provided with materials that give guidance in proper procedure for searching, interviewing and notifying potential candidates for hire. The appropriate Faculty committee shall make recommendations for appointment and service/rank credit, as defined in Article XIV.A.14 to the Department Head. The recommendation will be based upon evaluation of the candidate's qualifications with respect to standards in the Departmental Evaluation Document and the Agreement. Recommendations for appointment, including any service/rank credit shall be forwarded, in order, to the Department Head or the appropriate administrative agent, the Dean of the college, the Provost and Executive Vice President, the President, and the Board of Regents, for approval or disapproval.
- 421 5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement shall be approved by the Provost and Executive Vice President or his/her designee in the Office of the Provost and a copy provided to the Faculty Member and the Association. Any extension(s) or modification(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/Her designee and a copy provided to the Faculty Member and the Association.
- 422 6. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.
- 423 7. Recommendations for appointment shall be made pursuant to the input system as specified in Article XIII, and only after careful professional review.
- 424 8. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.
- 425 9. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of

the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

- 426 10. A regular non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall if returned to the Unit have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 427 11. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.
- 428 12. Service as a full-time temporary employee outside the Bargaining Unit (e.g. Lecturers) may be considered as satisfying a portion of the required years of service specified in this Agreement. A Faculty Member who has full-time teaching or related professional experience at an institution of higher education or equivalent may receive credit at the time of his/her initial appointment for a portion of his/her teaching experience for the purpose of tabulating service/rank credit to determine his/her eligibility for consideration for tenure and/or promotion, provided:
- 429 a. only full-time experience shall be considered for credit;
- 430 b. the service/rank credit given the new hire shall be credited on a one year-for-one year basis;
- 431 c. the total years of credit that are accorded the new hire shall not exceed on-half (1/2) of the total probationary years of service or two, years, whichever is less, that are required before the Faculty Member is eligible for tenure consideration;
- 432 d. the number of years that are to be credited toward the Faculty Member's eligibility for consideration for tenure/promotion are stated in writing in an appointment letter, a copy of which shall be provided the Association.
- 433 In the event that credit for prior experience is not set forth in writing and granted prior to the Faculty Member's initial date of appointment, such credit shall be bared from further consideration.

434 13. A Faculty Member who applies for a position in a department other
than the department in which he/she is currently assigned (e.g. a
department other than that in which he/she currently holds rank and
tenure or is working toward tenure), is eligible for consideration for
employment in such other department the same as applicants from
outside the University and shall be subject to the appointment proce-
dures as specified in this Agreement, except in the case of a Faculty
Member who is subject to layoff or on layoff status, who shall have
preferential status as specified in Article VIII.

435 14. Rank and tenure status may be granted consistent with the appoint-
ment procedures provided for in this Agreement, subject to the ap-
proval by EMU as herein provided, except that any such appoint-
ment with a tenure date prior to the date of appointment in the “new”
department shall require the specific approval of both a majority
of the Faculty Members in the “new” department and approval of
EMU at each review level.

436 15. Criteria to be followed and procedures to be considered in making
decisions regarding applications for reappointment are set forth in
Article XV.

437 **B. Faculty Participation in Graduate Programs**

438 Departments shall periodically review criteria for Faculty participation in
graduate programs as part of the process of program review.

439 **C. Tenure**

440 1. The primary purpose of academic tenure originally and presently
is the preservation of academic freedom. That freedom, protected
by a sufficient degree of economic security to make the profession
attractive to men and women of ability, is essential if the Professor
and thereby the University is to fulfill the function of being that
agency in society devoted to the search for and exposition of truth.
At Eastern Michigan University, academic tenure is awarded to a
Faculty Member only after he/she has proven himself/herself to be a
worthy member of the University community.

441 2. The years of a probationary appointment for which a Faculty Mem-
ber is evaluated and may be granted tenure are dependent on the
rank at which the initial appointment is made, as follows:

442	<i>Initial Appointment Rank</i>	<i>Evaluation of Tenure</i>
	Professor	Third Probationary Year
	Associate Professor	Fourth Probationary Year
	Assistant Professor	Fifth Probationary Year
	Instructor	Sixth Probationary Year

- 443 3. Aliens will not be accorded tenure and shall have their employment
terminated unless they have attained lawful permanent resident sta-
tus in the United States, or otherwise have the right to reside perma-
nently in the United States by April 30 following the year in which
final application for tenure is made.
- 444 4. When tenure is granted it shall become effective at the beginning of
the following academic year.
- 445 5. In those instances in which a Faculty Member's last opportunity for
tenure evaluation, as set forth above, results in the denial of tenure,
said Faculty Member shall be reappointed for one additional year to
the Bargaining Unit in the department/area in which tenure was den-
ied. Such individuals are not eligible for reconsideration or further
evaluation for tenure during a terminal year appointment.
- 446 6. Appointments with tenure will be indeterminate and may be ter-
minated only for a reasonable and just cause, except in the case of
retirement (Article XX), medical disability (Article XI), or layoff
(Article VIII).
- 447 7. A non-Bargaining Unit employee who has Faculty rank at EMU and
who has been previously granted tenure while a member of the Bar-
gaining Unit shall, if returned to the Bargaining Unit, have his/her
tenure recognized.
- 448 8. The tenure restrictions provided in this Agreement shall not apply to
non-Bargaining Unit employees holding tenure prior to the effective
date of the 1974 Master Agreement.
- 449 9. There shall be no arbitrary establishment of a fixed proportion of
tenured to non-tenured Faculty Members in the University or any
division thereof.
- 450 10. Criteria and procedures to be considered in making decisions re-
garding tenure are set forth in Article XV.

451 D. Promotion

- 452 1. It is recognized that in certain academic disciplines attainment of
specific degrees or prescribed number of credit hours may be less
directly related to professional performance than in others. Aca-
demic attainment is stated below in terms of minimum degrees and
credit hours. However, departments may establish appropriate pro-
fessional equivalencies for each of the academic requirements indi-
cated below, subject to the approval of the Provost and Executive
Vice President, or his/her designee. These established equivalencies
shall be respected by all persons evaluating an applicant for promo-
tion.

453	Instructor
454	Master's degree or equivalent preferred; at least a Bachelor's degree plus twelve (12) hours of graduate credit or equivalent.
455	Assistant Professor
456	Two (2) years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional eighteen (18) hours of graduate credit or equivalent.
457	Associate Professor
458	Five (5) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.
459	Professor
460	Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.
461	In each of the above instances, only years in rank at Eastern Michigan University and those years of prior experience credited in accordance with the provisions of XIV.A.14 shall be considered.
462	2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.
463	3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.
464	E. Tabulation of Duration of Appointments
465	To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular fall/winter Semesters or while serving on a formal appointment under Plan C or Plan C1. Faculty Members who work less than thirty-two (32) weeks during the regular fall /winter semesters or while serving on a formal appointment under Plan C or Plan C1, or whose appointment is less than 100%, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31.

With these general guidelines, Faculty Members shall, except as otherwise provided in this Agreement, be accorded service/rank credit, as follows:

466	<i>Creditable</i>	<i>Non-Creditable</i>
	Service on Grants directly related to the Faculty Member's discipline	Time spent on unpaid leaves except as provided for in Article XI.
467	Released time as provided for under Article V	Service on grants not directly related to the professional field in which the Faculty Member is employed by the University.
468	Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves.	
469	Other time spent on leave where service/rank credit is approved by EMU.	
470	Prior experience at other institutions of higher education or equivalent for which credit is given at the time of hire in accordance with the provisions of XIV.A.14.	
471	F.	All grants of tenure or promotion shall become effective at the beginning of the academic year following the academic year in which application for same is made.

ARTICLE XV. EVALUATION CRITERIA AND PROCEDURES FOR REAPPOINTMENT, TENURE, PROMOTION, AND PERIODIC REVIEWS OF TENURED FACULTY

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|-----|----|----|--|
| 472 | A. | 1. | Each department shall conduct Faculty evaluations using procedures, techniques, and criteria specified in its Departmental Evaluation Document developed and/or subsequently modified in accordance with the Faculty input system as provided for in Article XIII. |
| 473 | | 2. | There are three (3) kinds of evaluations of Faculty performance: (1) Interim Evaluations of probationary Faculty; (2) Full Evaluations of probationary and tenured Faculty for reappointment, tenure, and/ |

or promotion; and (3) Professional Evaluations of tenured Faculty Members.

474 3. Evaluations shall be conducted in accordance with the schedules es-
 tablished in this article. Faculty Members who have five (5) work-
 ing days to respond to an evaluation shall obtain an extension of five
 (5) working days upon notifying the evaluator in writing.

475 4. Annual Activity Reports

476 By no later than October 15 of each year every probationary and tenured
 Faculty Member shall complete and submit an Annual Activity
 Report to his/her Department Head unless the Faculty Member is
 on leave and time is not creditable pursuant to Article XIV.D. The
 information contained in the Annual Activity Report shall provide
 the basic data for interim evaluations and professional performance
 evaluations of tenured Faculty Members. Department Heads may
 provide additional relevant documentation. In addition Faculty
 Members undergoing Full Evaluations shall be required to complete
 additional forms.

477 **B. Evaluation Criteria**

478 1. Instructional Effectiveness

479 a. The required and most important criterion is Instructional Ef-
 fectiveness. The teaching Faculty shall give evidence of ability
 and commitment to lead students of varying capabilities into a
 growing understanding of the subject matter, tools, and materi-
 als of their disciplines. The Faculty Member shall demonstrate
 his/her continuing concern for Instructional Effectiveness
 through methods of presentation and evaluation of students. In
 support of Instructional Effectiveness, a Faculty Member must
 maintain a high level of knowledge and expertise in his/her
 discipline or area of specialization. In the case of non-teaching
 and library Faculty satisfactory professional performance shall
 be the equivalent of Instructional Effectiveness.

480 b. Evaluation techniques for all Faculty Members shall include at
 least the following types of evaluation of teaching: peer eval-
 uations, Department Head evaluations, student evaluations, and
 self evaluation. Where appropriate, assessment of academic
 advising of students shall also be included. Departments shall
 incorporate in their Departmental Evaluation Document: 1) a
 set or sets of approved questions for the student evaluation
 form comprised of the two core items plus no fewer than an
 additional six items determined by a vote of Faculty Members
 in the Department, 2) approved questions for peer and Depart-
 ment Head classroom visitations, and 3) a procedure for class-
 room visitations, covering whether and when notice of the visit

will be given to the Faculty Member. Each individual peer and Department Head classroom visitation observation and related evaluative statements shall be in writing, shall name the observer, and shall be provided to the Faculty Member within ten (10) working days following the classroom visit. Rationale for evaluative statements must be explained and/or documented. The Faculty Member shall be entitled to up to two additional peer evaluations by faculty chosen by mutual agreement of the Faculty Member and the Department Head.

- 481 c. Faculty Members shall be responsible for retaining all original
copies of approved student evaluation forms and summary reports, including handwritten comments, for the period under evaluation. During any evaluation of Instructional Effectiveness, the Faculty Member shall make available to evaluators any and all copies of forms and reports, including handwritten comments, for such period.
- 482 d. All Full Evaluations (including Full Professional Performance
Evaluations of tenured Faculty) must include classroom visitations by the Department Head and members of the appropriate departmental committee.

483 2. Scholarly/Creative Activity

484 The manner in which each of the Scholarly/Creative Activities listed
below is counted toward fulfilling the evaluation criteria of each
department is governed by its Departmental Evaluation Document.

- 485 a. Faculty Member shall give documented evidence of his/her
contribution to his/her discipline or area of specialization within the discipline or in an interdisciplinary specialization by scholarly investigation (e.g. research) and/or creative activity, and of its publication or other dissemination in one of the following ways:
 - 486 (1) in the classroom; or
 - 487 (2) among practitioners in his/her discipline; or
 - 488 (3) among a wider community.
- 489 b. It is intended that the Faculty Member shall utilize his/her expertise to address problems in his/her discipline or in an interdisciplinary specialization through scholarly and/or creative activity that clearly contributes to the discipline, specialization, or interdisciplinary area through:
 - 490 (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or

- 491 (2) applied research, investigation, or scholarly analysis of
existing research, information, and creative endeavors re-
sulting in the development of new data, information, ap-
plications, and/or interpretations.
- 492 (3) In disciplines where practice and tradition include Faculty
involvement in student research which is subsequently
published or otherwise disseminated, such research shall
not be barred from consideration as appropriate scholarly
activity, insofar as said Faculty involvement is shown to
fulfill the expectations in 2.b.(1) or 2.b.(2) above.
- 493 c. Retraining
- 494 In recognition of the need to encourage the retraining of Fac-
ulty to assume professional responsibilities in areas where
available expertise is in short supply, completion by the Fac-
ulty Member of a retraining program which brings him/her to
a specified level of skill in such area of need may be applied
toward satisfaction of the Scholarly/Creative Activity criterion
for such purposes and for such period of time only as expressly
approved in writing by the appropriate departmental commit-
tee, the Department Head, the college Dean and the Provost
and Executive Vice President. In those instances where written
approval of a retraining program is not obtained in advance,
retraining shall be barred from consideration when the Faculty
Member's Scholarly/Creative Activity is evaluated.
- 495 Each of the three (3) activities below may, under the conditions
specified, be considered as partially fulfilling the Scholarly/
Creative Activity criterion. The Scholarly/Creative Activity
criterion cannot be satisfied by any of these alone, or solely in
combination with each other.
- 496 d. Professional Development
- 497 Professional development shall be an acceptable substitute for
Scholarly/Creative Activity, only as specifically allowed in De-
partmental Evaluation Documents amended after September 1,
1993.
- 498 EMU and the Association recognize the value of substantive
professional development activities that may be undertaken
by Faculty to enhance their delivery of classroom instruction
and/or expand their professional knowledge base. In order to
encourage Faculty to engage in such endeavors, professional
development activities may be applied toward satisfaction of
the Scholarly/Creative Activity criterion insofar as these ac-
tivities are clearly in addition to those necessary to maintain
the level of knowledge and/or expertise in the Faculty Mem-

ber's discipline or area of specialization required to fulfill the Instructional Effectiveness standards (Article XV.B.1.) of this Agreement, subject to the following conditions:

499 Prior to undertaking any professional activity for which credit
may be sought, a Faculty Member shall submit a written pro-
posal for pre-approval to his/her department. The proposal shall
outline the professional activity, its duration and the projected
benefits of the activity. If approved by the Department Head
and the appropriate departmental committee, the professional
development, when completed, shall be evaluated to determine
if it fulfills the criteria for such professional development con-
tained in the Departmental Evaluation Document.

500 e. Grant Development/Administration

501 EMU and the Association recognize the need to encourage
Faculty to engage in the vital process of seeking, obtaining and
administering grants from outside agencies. The preparation
of grant proposals for outside agencies, whether funded or not,
and/or the administration of a grant project, shall be consid-
ered as Scholarly/Creative Activity if said preparation involves
scholarly activity (e.g. research or teaching projects) of a sub-
stantial nature. The applicant must document such activity and
the importance of the endeavor to the discipline or interdis-
ciplinary area, the department, the college or University, as set
forth in Article XV.B.2.b. above.

502 f. Doctoral Dissertation Research

503 Doctoral dissertation research undertaken by Faculty in those
departments where the doctorate is not recognized as the termi-
nal degree or required for the purpose of achieving tenure shall
be considered as Scholarly/Creative Activity in the year(s)
in which such research is undertaken, provided the applicant
furnishes documentary evidence of the nature of the research
and provides an abstract documenting the importance of the
endeavor to the discipline and the appropriate departmental
committee and Department Head provide a qualitative state-
ment supporting the importance of the doctoral research.

504 3. Service

505 The Faculty Member must satisfy one of the criteria below:

506 a. The Faculty Member shall give evidence of identifying new
needs in the department and assisting colleagues in departmen-
tal activities.

507 b. The Faculty Member shall give evidence of interest and activity that extends beyond the department into areas such as University and college-wide committees, student activities, professionally related community affairs, and grant activities, either disciplinary or interdisciplinary if not counted as Scholarly/Creative Activity.

508 4. Standards of Performance

509 a. The foregoing criteria must be applied to applicants engaged in disciplines as varied as dance, literature, marketing, physics, and mathematics. To guide applicants within the various disciplines concerning activities which might be considered appropriate as counting toward fulfillment of these criteria, EMU and the Association have recognized the need for evaluation documents within each department, as provided in Article XIII.

510 b. To clarify the role of Departmental Evaluation Documents in specifying the ways in which contract requirements may be met, EMU and the Association hereby reaffirm and make clear their intent that, in addition to satisfying the conditions set forth in the applicable Departmental Evaluation Documents, all candidates for reappointment, tenure, and promotion must satisfy without exception and irrespective of the terms of any Departmental Evaluation Document, application form, or other document to the contrary, all elements of the evaluation criteria provided herein, and all other terms and conditions of this Agreement.

511 In those instances where a requirement set forth in this Agreement diverges from a requirement set forth in the Departmental Evaluation Document, the more stringent requirement shall apply, except as modified by this Agreement. For purposes of further clarification, each Departmental Evaluation Document contains listings of activities that might be considered appropriate as counting toward fulfilling obligations in the areas of Instructional Effectiveness, Scholarly/Creative Activity, and Service. However, the fact that an applicant may cite an activity which is included in a Departmental Evaluation Document does not mean that it will automatically count toward fulfilling an evaluation criterion. Each Faculty Member must provide qualitative documented evidence that establishes that he/she has, in fact, satisfied the appropriate evaluation criteria. No activity shall count towards fulfilling an evaluation criterion without such qualitative documentation unless otherwise provided herein.

512 5. Only work completed while a Faculty Member is in rank at EMU may be counted for purposes of reappointment, tenure, and promo-

tion decisions, unless, in accordance with Article XIV.A.14., partial service/rank credit is granted for experience prior to joining the Faculty at EMU. The partial service/rank credit which a Faculty Member receives at the date of hire, and the Instructional Effectiveness, Scholarly/Creative Activity, and Service documented during the period of time for which he/she is given credit at the initial date of hire shall be creditable for reappointment, tenure, and/or promotion, insofar as: (a) the activities are consistent with the definitions set forth in the Agreement; (b) the activities fulfill the standards of the Faculty Member's Departmental Evaluation Document; and (c) the Faculty Member's application for reappointment, tenure, and/or promotion is in compliance with the terms and conditions of this Agreement.

513 C. Procedures for Faculty Evaluation

- 514 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion, Professional Performance Evaluations of tenured Faculty, and termination decisions may be made in accordance with the time schedules provided in this Agreement.
- 515 2. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The Department Head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.
- 516 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as provided for in Article XI and/or XII).

517 D. Schedule of Evaluations for Probationary Appointments: Reappointment/Tenure for Faculty

518 Evaluations of probationary Faculty Members shall be conducted consistent with the following schedule:

519

INITIAL APPOINTMENT RANK	EVALUATION SCHEDULE YEAR				
	1	2	3	4	5
PROFESSOR	II	F	T		
ASSOCIATE	II	F	CI	T	
ASSISTANT	II	II	FCI	T	
INSTRUCTOR	II	II	FCI	CI	T

II = Initial Interim Evaluation
F = Full Evaluation
CI = Comprehensive Interim Evaluation
T = Tenure Evaluation

- 520 A Faculty Member's rank at initial appointment shall determine the eval-
uation schedule for Full and Interim Evaluations.
- 521 1. Interim Evaluations
- 522 There are two types of Interim Evaluations: Initial Interim Evalua-
tions and Comprehensive Interim Evaluations.
- 523 a. Initial Interim Evaluations
- 524 (1) Initial Interim Evaluations provide an evaluation of a Fac-
ulty Member's Instructional Effectiveness and Service ac-
tivities in the years prior to the faculty Member's first full
Evaluation.
- 525 (2) Faculty performance is reviewed in the department with-
out formal written evaluation and Faculty are reappointed
in those years designated for Initial Interim Evaluations
unless a potential performance problem in Instructional
Effectiveness or Service is perceived and the department
elects to conduct a formal, written Full Interim Evalua-
tion.
- 526 (3) In a Faculty Member's first year of employment at EMU
no Annual Activity Report is required. His/her Initial In-
terim Evaluation during that year shall be conducted using
information obtained through classroom visits, review of
instructional materials and discussions with the Depart-
ment Head and the appropriate departmental committee,
and shall focus primarily on Instructional Effectiveness.
- 527 (4) In all other Initial Interim Evaluation years and following
receipt of the Faculty Member's Annual Activity Report,
the Department Head and appropriate departmental com-
mittee shall meet with the Faculty Member to discuss his/
her instructional and service activities, and review the re-
sults of the required evaluation techniques of Instructional
Effectiveness set forth in Article XV.B.1.b. They shall
include in their discussion a review of both the positive
elements they see as well as those elements of the Fac-
ulty Member's performance where improvement might
reasonably be expected by the time the Faculty Mem-
ber undergoes a Full Evaluation. If the Faculty Member
requests, the evaluators shall give some indication as to
whether or not his/her Scholarly/Creative Activity is de-
veloping in a way that is appropriate for the department's
standards.
- 528 b. Comprehensive Interim Evaluations

- 529 (1) Comprehensive Interim Evaluations provide an evaluation of a Faculty Member's Instructional Effectiveness Service and Scholarly/Creative Activity. Comprehensive Interim Evaluations occur in the year(s) following the Faculty Member's first (1st) Full Evaluation, but prior to the Full Evaluation for Tenure.
- 530 (2) Faculty performance is reviewed in the department without formal written evaluation and Faculty are reappointed in those years designated for Comprehensive Interim Evaluations unless a potential performance problem in Instructional Effectiveness or Service is perceived and the department elects to conduct a formal, written Full Interim Evaluation.
- 531 (3) In all Comprehensive Interim Evaluation years and following receipt of the Faculty Member's Annual Activity Report, the Department Head and appropriate departmental committee shall meet with the Faculty Member to discuss his/her Instructional Effectiveness, Scholarly/Creative, and Service activities, and review the results of the required evaluation techniques of Instructional Effectiveness set forth in Article XV.B.1.b. They shall include in their discussion a review of both the positive elements they see as well as those elements of the Faculty Member's performance where improvement might reasonably be expected by the time the Faculty Member undergoes a Full Evaluation for Tenure.
- 532 c. If, in either the Initial Interim Evaluation or the Comprehensive Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the committee and the Department Head shall complete and sign an Interim Evaluation/Recommendation for Reappointment form which shall be placed in the Faculty Member's personnel file, with a copy provided the Faculty Member.
- 533 d. By February 15 of each year the Department Head shall inform the Dean and Provost and Executive Vice President in writing that the Interim Evaluation has been completed and that the Faculty Member's performance has been deemed appropriate for reappointment for a subsequent probationary year.

- 534 e. In those instances where the department personnel committee and/or the Department Head perceive(s) that a performance problem pertaining to a Faculty Member's Instructional Effectiveness or Service may exist, they shall meet with the Faculty Member to discuss the perceived problem. Following said meeting, the Faculty Member may be required to submit to a Full Interim Evaluation. In the event a Faculty Member is so required, he/she must submit an Application for Full Interim Evaluation within thirty (30) calendar days of this notification. The application shall cover the record of Instructional Effectiveness and Service performed prior to the date of the Full Interim application and not included in any prior evaluation.
- 535 f. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing and given to the Faculty Member, with a copy to the Dean and the Provost and Executive Vice President.
- 536 g. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service does not fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing, jointly if there is agreement between the Department Head and the committee, or separately if there is disagreement. The evaluation shall be given to the Faculty Member who may respond within five (5) working days of the receipt of the written results of the evaluation(s). The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her Instructional Effectiveness and/or Service that he/she deems appropriate.
- 537 h. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Executive Vice President for their review. If the Provost and Executive Vice President determines, subject to the provisions of Article XV and XVI. that a probationary Faculty Member's appointment shall not be renewed, he/she shall notify the Faculty Member by no later than March 15 of his/her decision.
- 538 i. EMU and the Association recognize that Interim Evaluations do not provide the in-depth documentation/evaluation and review afforded through the Full Evaluation process. Therefore, the parties understand and agree that Interim Evaluations shall not

provide security that a subsequent Full Evaluation will result in reappointment or tenure. Furthermore, written evaluations or ratings particular to the Interim Evaluation process shall not set precedent for the written evaluation or ratings resulting from a Full Evaluation of any Faculty Member. Likewise, Full Evaluations which result in reappointment shall not be construed as a guarantee that any Faculty Member shall eventually be granted indeterminate tenure, since award or denial of tenure is based upon a de-novo review of the Faculty Member's entire performance record, which requires that any application for tenure include both narrative statements and supporting documentation that details the Faculty Member's performance in all three (3) areas of evaluation since the date of his/her appointment as a Bargaining Unit member, and, if applicable, performance prior to hire, in accordance with criteria, standards and practices established in this Agreement.

539 E. Procedures for all Faculty Members Undergoing Full Evaluations

540 1. Full Evaluations of Probationary Faculty Members for Reappointment and/or Tenure

541 a. For the purpose of determining whether or not a Faculty Member is eligible for reappointment and/or tenure, periodic Full Evaluations of probationary Faculty Members shall be conducted in accordance with the evaluation schedule as set forth in XV.C. and D. above.

542 b. By October 15 of each academic year that a Faculty Member is scheduled for a Full Evaluation, he/she shall submit an application for evaluation to the Department Head wherein he/she provides a complete and documented statement of his/her Instructional, Service, and Scholarly/Creative activities. Scholarly/Creative activities which have been submitted for review, but which have not yet been accepted for publication or other dissemination in a specific form and forum (e.g. a specific journal, conference, or exhibition) may be included in the October 15 application if the Faculty Member has a reasonable expectation that they will be accepted prior to March 1 of the following year. Such Scholarly/Creative activities for which documented acceptance in the originally specified form (including editorially required modifications) and forum of dissemination is received prior to March 1 shall be deemed to satisfy the documentation requirement for the Full Evaluation.

543 c. It is not required that a Faculty Member make separate application for reappointment and/or tenure. A determination of a Faculty Member's eligibility for tenure shall be made in any Full Evaluation conducted in a reappointment year in which a Faculty Member has fulfilled the minimum number of years of

service required for him/her to be granted tenure as provided in Article XIV.C.2.

- 544 d. Full Evaluations shall take into consideration the record of Instructional Effectiveness, Service and Scholarly/Creative Activity performed since the Faculty Member's initial probationary appointment or last Full Evaluation, whichever is applicable, unless credit is accorded for experience pursuant to Article XIV.A.14. The Faculty Member's first (1st) Full Evaluation of Scholarly/Creative Activity for Associate Professor (Year 2), Assistant Professor (Year 3), and Instructor (Year 3) shall serve only to inform the Faculty Member of his/her progress in this area of performance. In all cases, a rating shall be assigned to the Faculty Member's performance in Scholarly/Creative Activity, but this rating shall be advisory only. The recommendation to reappoint or not reappoint during the first (1st) Full Evaluation shall be based solely on the Faculty Member's performance in Instructional Effectiveness and Service.
- 545 e. Full Evaluations shall be conducted in accordance with the procedures and techniques in the applicable Departmental Evaluation Document and the provisions of this Agreement, insofar as said procedures and techniques are available (e.g. due to the publication date, University student evaluations' results may not be available). All evaluations shall be based on the standards of performance of said Departmental Evaluation Document and this Agreement.
- 546 f. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Executive Vice President for their review. The Provost and Executive Vice President shall notify the Faculty Member by no later than March 15 of his/her decision.
- 547 g. Faculty Members receiving two (2) years service rank credit at the time of their initial appointment shall submit their application materials for review no later than February 1 of the first (1st) year of their appointment. The Provost and Executive Vice President shall notify the Faculty Member by no later than May 31 of his/her decision regarding reappointment.
- 548 2. Full Evaluation of Faculty Members Applying for Promotion
- 549 a. A Faculty Member who is eligible simultaneously for tenure and promotion in the same academic year shall have the option of indicating via a checkbox on the Reappointment/Tenure application form that the application for Full Evaluation submitted on October 15 is also an application for promotion.

An update covering any activities between October 15 and February 1 may be provided by the applicant on February 1.

The Faculty Member who is not simultaneously a candidate for tenure shall inform the Department Head in writing of his/her intent to apply for promotion by the previous October 15.

Applications for promotion must be submitted by February 1.

Scholarly/Creative activities which have been submitted for review, but which have not yet been accepted for publication or other dissemination in a specific form and forum (e.g. a specific journal, a conference, or exhibition) may be included in the February 1 application, if the Faculty Member has a reasonable expectation that they will be accepted prior to May 15.

Such Scholarly/Creative activities for which documented acceptance in the originally specified form (including editorially required modifications) and forum of dissemination is received prior to May 15 shall be deemed to satisfy the documentation requirement for the promotion application.

- 550 b. Application forms shall be consistent with the criteria and terms of this Agreement and shall be made available to Faculty Members by the Provost through their departmental offices. The Faculty Member eligible simultaneously for tenure and promotion in the same academic year shall have the option of indicating via a check box on the application form that the application for Full Evaluation submitted on October 15 is also an application for Promotion.
- 551 c. Evidence of the Faculty Member's Instructional Effectiveness, Scholarly/Creative Activity and Service since his/her last promotion, or, if applicable, initial appointment, shall be included in the application for promotion which shall be evaluated in accordance with the standards of performance, procedures and techniques as provided in the applicable Departmental Evaluation Documents and this Agreement, insofar as said procedures and techniques are available (e.g. due to the publication date, University student evaluation results may not be available).
- 552 d. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and the Provost and Executive Vice President for their review. The Provost and Executive Vice President shall advise the applicant of the results of his/her review by no later than May 31.
- 553 3. Applicant Responsibility-Full Evaluation for Reappointment, Tenure and Promotion

- 554 It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An Application for Full Evaluation shall include a narrative statement for each evaluation criterion explaining how and to what extent the activities claimed have met the standards set forth in the Departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 555 For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity contributed to his/her discipline or area of specialization, or satisfies such other criteria for which it is offered. EMU and the Association intend to stress particularly the requirement that each evaluation candidate must, in his/her narrative statement submitted in support of his/her claims of Scholarly/Creative Activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities has contributed to the discipline or area of specialization and otherwise fulfills the Scholarly/Creative Activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 556 In those instances where a Faculty Member has cited activities which appear in refereed journals or are published by reputable sources, or are presented in a clearly refereed format, reference to these activities and inclusion of copies of these materials (where feasible) shall be deemed to satisfy the documentation requirements.
- 557 If dissemination of Scholarly/Creative Activity is via the classroom, the Faculty Member shall provide a narrative statement which establishes specifically how the Scholarly/Creative Activity and/or its results have changed/improved the course content, the instructional methodology and/or the overall teaching-learning process.
- 558 4. Departmental Committee and Department Head Responsibilities – Full Evaluation
- 559 a. The Department Head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and achievements (e.g. degrees, publications, etc.) up to date annually and shall deposit these additional records in his/her official personnel file and/or departmental file. It shall be the Department Head's responsibility to:

- 560 (1) Secure and maintain the results of all evaluations under-
taken for the assessment of the Faculty Member's perfor-
mance and make them available to the appropriate depart-
mental committee at the time of the evaluation.
- 561 (2) Make available to the departmental committee, the appli-
cation and all supporting documentation submitted by the
Faculty Member.
- 562 b. The appropriate departmental committee shall review the ap-
plication, all supporting data, and the evaluations conducted
pursuant to this Article. Upon completion of the review, the
committee shall prepare an evaluation report on the applicant.
- 563 The evaluation report shall be supported by narrative state-
ments which explain in clear and explicit terms how/why the
applicant's activities do or do not satisfy the standards of per-
formance in the Departmental Evaluation Document and the
terms of this Agreement. Specifically, the departmental com-
mittee shall explain:
- 564 (1) The evaluation efforts which were conducted and their in-
dividual results.
- 565 (2) The qualitative and, where applicable, quantitative basis
for all ratings which were assigned.
- 566 (3) Precisely how and to what extent the activities claimed
do or do not satisfy the standards of performance of the
Faculty Member's Departmental Evaluation Document
and the criteria of Article XV.B. above, and, in particular,
how those activities claimed as Scholarly/Creative Activ-
ity have contributed to the discipline or area of specializa-
tion.
- 567 The departmental committee shall submit a copy of its
evaluation to the Faculty Member, who shall have five (5)
working days to respond. The departmental committee
shall forward to the Department Head the following:
- 568 (1) The Faculty Member's application and supporting
materials.
- 569 (2) The departmental committee's evaluation.
- 570 (3) All other supporting documentation, evaluation re-
sults, etc.
- 571 (4) Any response(s) from the Faculty Member.

- 572 c. The Department Head shall prepare his/her evaluation report
taking into consideration:
- 573 (1) The Faculty Member's application and supporting materi-
als.
- 574 (2) The departmental committee's evaluation.
- 575 (3) The results of all evaluations undertaken for the assess-
ment of criteria in XV.B., and other supporting documen-
tation.
- 576 (4) Any response(s) of the Faculty Member to the departmen-
tal committee's evaluation.
- 577 The Department Head shall include in his/her evaluation,
narrative statements which explain in clear and explicit
terms how/why the applicant's activities do or do not
satisfy the standards of performance in the Departmental
Evaluation Document and the terms of this Agreement.
Specifically the Department Head shall explain:
- 578 (1) The evaluation efforts which were conducted and
their individual results.
- 579 (2) The qualitative and, where applicable, quantitative
basis for all ratings which were assigned.
- 580 (3) Precisely how and to what extent the activities
claimed do or do not satisfy the standards of perfor-
mance of the Faculty Member's Departmental Eval-
uation Document and the criteria of Article XV.B.
above, and in particular, how those activities claimed
as Scholarly/Creative Activity contributed to the dis-
cipline or area of specialization.
- 581 The Department Head shall submit a copy of his/her
evaluation to the Faculty Member, who shall have
five (5) working days to respond.
- 582 d. The Department Head shall forward to the Dean the follow-
ing:
- 583 (1) The Faculty Member's application and supporting materi-
als.
- 584 (2) The departmental committee's evaluation.
- 585 (3) The Department Head's evaluation.

- 586 (4) The results of all evaluations undertaken for the assess-
ment of the criteria in XV.B. and all other supporting
documentation.
- 587 (5) Any response(s) of the Faculty Member to the departmen-
tal committee's or Department Head's Evaluation.
- 588 Any and all of the items (1), (2), (3), (4), or (5) shall be
placed in the Faculty Member's personnel file, with the
exception that should an application be supported by
documentation in the form of original works, publications
(e.g. books and magazines), or other items too costly to
copy, said documentation shall be forwarded in accor-
dance with this Article through the review process and,
upon completion of all reviews, returned to the Faculty
Member.
- 589 5. Dean's Responsibility – Full Evaluation
- 590 Full Evaluations shall be reviewed by the Dean in accordance with
the standards of performance in the Departmental Evaluation Docu-
ment and the terms of this Agreement. The Dean shall submit a
copy of his/her evaluation to the Faculty Member explaining why
the particular judgment has been made. The Faculty Member shall
have five (5) working days to respond. The recommendation at this
level, together with any response from the Faculty Member, together
with all prior recommendations and other materials previously for-
warded by the Department Head shall be forwarded to the Provost
and Executive Vice President.
- 591 6. Provost's Responsibility – Full Evaluation
- 592 a. Applications for Reappointment/Tenure
- 593 The Provost and Executive Vice President shall review the
Full Evaluations for reappointment and tenure and on or be-
fore March 15, advise the applicant of the results of his/her
review and forward his/her recommendations to the President
for his/her approval of reappointments and recommendation to
the Board of Regents for granting of tenure. If notice of non-
reappointment or of final denial of tenure is not given by March
15, a Faculty Member's appointment shall be extended for an
additional year, during which time a decision to reappoint or to
grant or deny tenure, whichever, is applicable, shall be made.
- 594 b. Applications for Promotion
- 595 The Provost and Executive Vice President shall review the Full
Evaluations for promotion on or before May 31, advise each

applicant of the results of his/her review and forward his/her recommendations to the President for his/her approval.

- 596 7. Reappointment and promotion shall be deemed granted upon approval of the President. Tenure shall be deemed granted upon the Board of Regents' approval. Tenure, promotion and promotional salary adjustments provided in Article XVIII of this Agreement shall become effective at the beginning of the next academic year.
- 597 8. Faculty Members may withdraw their applications for promotion at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.
- 598 9. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure, and promotion shall apply the standards of performance in the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and they shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided in Article XIV., in addition to the result of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.
- 599 10. Negative Review
- 600 a. Applications for reappointment, final evaluation for tenure, and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of XV.D.11.b. below.
- 601 b. In the event that the Provost and Executive Vice President disapproves of any recommendation for reappointment or a final tenure recommendation by the departmental committee or the Department Head, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations. A copy of any such statement of reasons and request for reconsideration and further recommendations shall be sent to the Faculty Member at the same time as the statement is sent to the department. When a response to the Provost's request is provided by the department, a copy shall at the same time be provided to the Faculty Member.

- 602 c. Further, should an application be returned to the department it shall be returned to the person(s) who made the original recommendation with which the Provost and Executive Vice President takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Executive Vice President.
- 603 d. To deny a Faculty Member's application for re-appointment, tenure, or promotion, the Department Head, the Dean, or the Provost and Executive Vice President must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions set forth in this Agreement and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.
- 604 e. Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.
- 605 F. For purposes of this Article, denial shall be construed to have occurred when the Provost and Executive Vice President denies a reappointment, award of tenure, or promotion, or supports such denial from an earlier review and recommendation level. However, grievances of procedural violations in the evaluation process must be filed at the appropriate Step of the grievance procedure (Step 1, 2 or 3) as provided in Article VII, subject to the time limits provided therein.
- 606 Denial of reappointment, tenure, or promotion of a Faculty Member shall be subject to review under the grievance procedure provided for in Article VII, commencing at Step 3.

607 G. Professional Performance Evaluations of Tenured Faculty

608 1. Standards of Performance

609 It is required that all tenured Faculty Members meet the criteria set forth in XV.B. above at a satisfactory level. In accordance with the rating scale provided in all Departmental Evaluation Documents, a rating of Average denotes performance commensurate with the expectations for the Faculty Member's rank; therefore, in order for a tenured Faculty Member to be deemed satisfactory in a professional performance evaluation he/she must perform his/her professional responsibilities at a level required to receive a rating of at least Average in each of the three (3) evaluation areas in accordance with the standards in his/her Departmental Evaluation Document and the Master Agreement. Offset options allowed under Appendix C of the Agreement dated September 1, 1990 are eliminated.

- 610 A tenured Faculty Member's performance during each four-year period that he/she holds tenure at Eastern Michigan University shall be evaluated. During the professional performance evaluation of a tenured Faculty Member not seeking promotion, the Department Head shall review the annual activity reports applicable to the four (4) year evaluation period (e.g. the last four (4) years' performance of a tenured Faculty Member) to determine whether the Faculty Member's performance is satisfactory. (If the Department Head has information which indicates a significant problem in Instructional Effectiveness or if the Faculty Member has no record of Service, the Department Head may conduct a review more frequently.) If, upon completing a four (4) year review of the Annual Activity Reports and available relevant material, the Department Head (guided by the Departmental Evaluation Document) determines that a Faculty Member's performance meets or exceeds the department's standards for Average, he/she shall so state in writing and place a copy of this statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the college Dean, and the Office of the Provost and Executive Vice President for inclusion in the University personnel file.
- 611 If, upon completing any review of the Annual Activity reports, the Department Head determines that a Faculty Member's performance does not rise to the level of Average in the Departmental Evaluation Document, he/she shall bring his/her concerns to the attention of the department's Personnel Committee. Together the Department Head and the committee shall review the Annual Activity Reports and any relevant information/documents (e.g. student evaluations, letters received, etc.) available to them. If their joint review concludes that there appear to be no deficits in the Faculty Member's performance, they shall say so in writing and place a copy of this statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the college Dean, and the office of the Provost and Executive Vice President for inclusion in the University personnel file.
- 612 If the joint review confirms that there appear to be deficits in the Faculty Member's performance, he/she shall be given the opportunity to discuss his/her situation with the committee and the Department Head in order to determine how deficits might be corrected. If the deficits in the Faculty Member's performance are minor in nature and appear to be correctable within a period of one (1) academic year or less, the Department Head shall inform the Dean in writing of the department's concern, with a copy to the Faculty Member, and the Office of the Provost and Executive Vice President for inclusion in the University personnel file.
- 613 The following year the Department Head and the department personnel committee shall meet with the Faculty Member and review that year's Annual Activity Report to determine if the deficit(s) in

performance has been corrected. If the deficit(s) has been corrected, they shall say so in writing and place a copy of the statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the Dean, and the Office of the Provost and Executive Vice President for inclusion in the University personnel file.

614 If the Faculty Member's record over the period specified for correcting shortcomings indicates that performance problems remain, or if deficits are so serious as to take more than one year to correct, the department shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards and processes, and with the possible sanctions outlined below.

615 The parties agree that a Full Professional Performance Evaluation can be conducted as a result of a review that occurs in less than a four (4) year cycle, and a plan for improvement can likewise be established, if applicable, provided the procedures in marginal paragraph 608 are implemented prior to the initiation of the Full Professional Performance Evaluation.

616 It is expressly agreed that Full Professional Performance Evaluations are not to be substituted for routine professional performance evaluations, but only implemented where serious or long term problems exist.

617 If the Department Head and personnel committee disagree concerning the performance of the Faculty Member, the Department Head may call for a Full Professional Performance Evaluation.

618 2. Full Professional Performance Evaluation Process

619 During the Full Professional Performance Evaluation of a Faculty Member not seeking promotion, the personnel committee and Department Head shall meet with the tenured Faculty Member to discuss his/her Instructional Effectiveness, Scholarly/Creative and Service activities, the Annual Activity Reports applicable to the period under review, and the results of the required evaluation techniques set forth in Article XV.B.1. and any documentation the Faculty Member wishes to provide, to determine whether the Faculty Member's performance is satisfactory. If the Faculty Member's performance is determined to be satisfactory, the Department Head shall provide a written report that shall detail the evaluation and the basis for the determination that the Faculty Member is performing at a satisfactory level, which shall include appropriate reference to department standards set forth in the Departmental Evaluation Document and specific accomplishments of the Faculty Member in each of the three (3) areas of evaluation.

- 620 In those instances where the evaluators conclude that a Faculty Member has not performed at a satisfactory level, the Department Head shall reduce the evaluation to writing, clearly stating the basis for the determination. The personnel committee members shall signify their concurrence or non-concurrence and sign the evaluation, which shall then be given to the Faculty Member who may respond within five (5) working days of his/her receipt of the evaluation. The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her performance that he/she deems appropriate.
- 621 Upon completion of any Full Professional Performance Evaluation the Department Head shall meet with the college Dean to review the results of the evaluation(s).
- 622 In those instances where the Dean concurs with the department's evaluation(s) of satisfactory performance, the written report shall be forwarded to the Office of the Provost and Executive Vice President for inclusion in the Faculty Member's personnel file and a copy provided to the Faculty Member.
- 623 In those instances where the Dean does not concur with the department's evaluation(s) of satisfactory or unsatisfactory performance, the Dean shall reduce his/her objections to writing, and shall return the evaluation to the department for further consideration. The department and/or the Faculty Member may respond to the Dean within five (5) working days of receipt of the Dean's objection and may include in the response any and all evidence/documentation in support of the evaluation of a Faculty Member's performance.
- 624 If, after this further consideration, the Dean concurs with the department's evaluation of satisfactory, he/she shall say so in a letter to be placed in the departmental personnel file, with a copy to the Faculty Member, the Department Head, and the Office of the Provost and Executive Vice President for inclusion in the University personnel file.
- 625 3. Unsatisfactory Performance-Programs for Improvement
- 626 In the event there is final determination by the Dean of the college that the Faculty Member's performance for the period covered by the Full Professional Performance Evaluation is unsatisfactory, the Dean shall schedule a meeting to consult with the Department Head, the personnel committee, the Faculty Member, the Assistant Vice President for Academic Human Resources and Divisional Budget, and representative of the EMU-AAUP to explore the structure for a program to assist the Faculty Member in correcting his/her unsatisfactory performance, which shall be set forth in a program and timetable for improvement of not less than one year's duration. The Program for Improvement shall set out expectations and assessment

procedures based on the criteria in the Departmental Evaluation Document and this Master Agreement. If there is disagreement between any of the aforementioned parties as to: a) whether a Program for Improvement should be written; b) the contents of the Program for Improvement; or c) the assessment of the Faculty Member's performance, the college Dean shall have the final responsibility for developing the Program for Improvement.

627 When the Program for Improvement is finalized, it shall be presented to the affected Faculty Member. Copies shall be forwarded to the Office of the Provost and Executive Vice President and the Association.

628 Extensions of Programs for Improvement beyond the timelines originally established shall be possible, under the following conditions:

629 A meeting of all the parties (marginal paragraph 623) shall be convened to discuss a proposed extension.

630 Specific reasons for the desirability of an extension shall be presented by the Department Head.

631 An extension proposal must be finalized by the Dean of the college and presented to the Faculty Member no later than thirty (30) days prior to the expiration of the original Program for Improvement.

632 In the event there is a dispute pertaining to the appropriateness of a particular Program for Improvement, a Grievance may be filed commencing at Step Three of the Grievance Procedure set forth in Article VII. However, grievances of procedural violations in the Full Professional Performance Evaluation process must be filed at the appropriate step of the Grievance Procedure (Step One, Two) as provided for in Article VII, subject to the time-lines provided therein. For purposes of determining the time-lines for filing grievances at a Step Three of the Grievance Procedure, University actions in the Full Professional Performance Evaluation process shall be construed to have occurred when the Association receives copies of Programs for Improvement (originals or extensions) from the Dean.

633 Once a Program for Improvement has been established, time-lines in the program shall govern any further evaluation of areas of deficiency or extensions of the program. The Faculty Member's progress shall be assessed by the Department Head in consultation with the department Personnel Committee at assessment points specified in the Program for Improvement.

634 The Department Head shall report the results of evaluations conducted at any interim assessment points provided in a Program for Improvement, and the final results of the assessment of a Faculty

Member's compliance with a Program for Improvement to the Dean of the college who shall determine if the Faculty Member has satisfactorily completed the Program for Improvement. If he/she so concludes, he/she shall inform the Faculty Member in writing and provide a copy to the Provost, the Faculty Member, and the Association.

635 4. Sanctions

636 In the event it is determined that the Faculty Member has not complied with the Program for Improvement, sanctions may be initiated by EMU. Any sanction contemplated by EMU should be discussed with the department Personnel Committee prior to any action(s) being taken.

637 Professional Performance Evaluations shall not be conducted during a term that a Faculty Member is on Plan C or C1 (as provided for in Article VIII) or is not teaching.

638 **H. Evaluation of Department Heads**

639 Faculty Members in a department shall be given the opportunity to present to the Dean of the college their evaluation of the Department Head using the form and procedures agreed upon by EMU and EMU-AAUP. Such evaluations shall be conducted for the purpose of improvement of the performance of the Department Head and should review the Department Head's strengths and weaknesses in meeting his/her obligations for department leadership and management. Departments may append any additional evaluation materials deemed appropriate by the Faculty in the department. Such evaluations shall be given triennially in the fall term or more frequently as requested by the Dean. Within forty-five (45) working days of the receipt of the results of these evaluations the Dean shall communicate with the Faculty in the department regarding the effect that these evaluations shall have.

640 Department Head Evaluation Procedures

641 The evaluation should be conducted by the department Personnel Committee which will:

- 642 1. schedule the evaluation
- 643 2. be responsible for distributing and collecting the evaluation forms
- 644 3. provide each Faculty Member with the Department Head Evaluation and any documentation the Department Head has furnished

- 645 4. tabulate the results and provide a statistical analysis to the de-
 department Faculty
- 646 5. type any Faculty comments to protect confidentiality
- 647 6. give the Department Head it statistical analysis and the typed
 comments and offer to meet with the Department Head to dis-
 cuss the results. Upon receipt of the statistical analysis and
 the typed comments, the Department Head shall have ten (10)
 working days to respond in writing to the evaluation, if he/she
 desires.
- 648 7. provide the Dean with the statistical analysis, the typed com-
 ments, and the original evaluation forms and any written re-
 sponse from the Department Head.

**ARTICLE XVI. *NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUS-
PENSIONS, TERMINATIONS AND RESIGNATIONS***

649 A. Non-Renewal of Probationary Appointments

650 The parties recognize EMU's right not to renew a probationary appoint-
 ment beyond its specified one (1) year term, or extended term, for per-
 formance, academic or financially related reasons. Such reasons shall
 include, but are not limited to, failure to meet the requirements for reap-
 pointment set forth in the Faculty Member's Departmental Evaluation
 Document or letter of appointment or reappointment, programmatic
 changes, or the reduction, reallocation, or elimination of financial re-
 sources within a department, college, or the University. To clarify the
 parties' intent, if non-renewal is based on reasons other than those stated
 above, the provisions of Article VIII shall apply.

651 Until a Faculty Member is accorded tenure by EMU, he/she shall be em-
 ployed on probationary appointments for one (1) year duration (e.g. 12
 months, from September 1 to August 31), subject to renewal for succes-
 sive one (1) year periods at their expiration date, except in those instances
 in which an initial appointment is made after September 1 (e.g. at the be-
 ginning of the winter term). In those instances, said initial appointment
 shall be adjusted accordingly, and shall thereafter be subject to renewal
 for one (1) year periods, pursuant to the provisions of Article XIV.A.2.

652 In those instances in which a Faculty Member is initially appointed and
 commences his/her employment with the University during a spring or
 summer term, said spring and/or summer term appointment shall not be
 construed as a part of the Faculty Member's initial probationary year;
 in such instances, the initial probationary year of appointment shall, for
 purposes of evaluation for reappointment, tenure, and promotion, be con-
 strued to have begun on September 1 immediately following said spring
 and/or summer appointment.

653 B. Notice of Non-Renewal of Probationary Appointments

654 Written notice of non-renewal shall be given to the probationary Faculty Member by no later than March 15 of the academic year immediately preceding the academic year for which the Faculty Member seeks reappointment.

655 To clarify the parties' intent, notwithstanding references throughout this Agreement to one (1) year appointments and/or academic year appointments, all Faculty Members are considered to be in the employment of the University on a twelve (12) month basis; probationary Faculty Members by virtue of the hereinabove provided for one (1) year, twelve (12) month term contract and tenured Faculty Members by virtue of continuous appointment, as provided for in Article XIV.A.2. and XIV.B.5., respectively, for which Faculty Members receive a base salary as compensation for their regularly scheduled teaching assignments during the eight (8) month academic year or its equivalent (e.g. Plan C or Plan C1). Compensation beyond the academic year base salary shall be at the sole discretion of EMU and shall be for additional services rendered in accordance with the provisions of Article XVIII. Compensation.

656 C. Suspension for Reasonable and Just Cause

657 A tenured or probationary Faculty Member may be suspended for reasonable and just cause. A Faculty Member shall only be suspended by the President, or his/her designee. The issue of with or without pay shall be determined by the circumstances of the suspension.

658 Prior to the imposition of a suspension with pay the Assistant Vice President for Academic Human Resources and Divisional Budget shall meet with the Faculty Member, and if desired his/her Association representative, to discuss the basis for the contemplated action; provided the Faculty Member makes himself/herself immediately available and circumstances otherwise permit.

659 Prior to the imposition of an unpaid suspension, the Assistant Vice President for Academic Human Resources and Divisional Budget, shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Assistant Vice President's request for a meeting.

660 D. Termination for Reasonable and Just Cause

661 1. A tenured Faculty Member may be terminated for reasonable and just cause. A probationary Faculty Member may be terminated prior

to the end of the specified one (1) year term of his/her appointment, or extended appointment, for reasonable and just cause.

662 Reasonable and just cause for termination will be related directly and substantially to the fitness of the Faculty Member in his/her professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure in Article XV.

663 Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

664 2. A Faculty Member shall only be terminated by the President, or his/her designee. Prior to termination, the Faculty Member shall:

665 a. Be provided with a written statement of reasons for the contemplated action, a copy of which shall also be provided to the Association. Said statement shall be framed with reasonable particularity.

666 b. Prior to the imposition of a termination, the Assistant Vice President for Academic Human Resources and Divisional Budget shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Assistant Vice President for Academic Human Resources and Divisional Budget request for a meeting.

667 c. Be given an opportunity to discuss the contemplated action with the President, or his/her designee, looking for mutual settlement.

668 3. If there is no mutual settlement under D.2.c. above, the Faculty Member's termination shall be confirmed to him/her in writing, a copy of which shall be provided to the Association.

669 **E. Termination for Medical Reasons**

670 Termination of a tenured Faculty Member, or termination of a probationary Faculty Member prior to the end of the specified one (1) year term of his/her appointment, or extended appointment, for medical reasons, will be based upon clear and convincing medical evidence that the Faculty Member cannot perform his/her professional responsibilities.

671 F. Decisions to suspend or to terminate a tenured Faculty Member, or to sus-
pend or to terminate a probationary Faculty Member as provided above,
shall be subject to the grievance procedure provided for under Article
672 VII. of this Agreement, commencing at Step Three.

672 **G. Resignations**

673 In the interest of providing EMU with adequate time to secure replace-
ments, Faculty Members are expected to give the maximum possible no-
tice of impending resignation.

674 A notice of resignation shall be submitted in writing to the Department
Head and shall specify the date on which the resignation is to take ef-
fect.

ARTICLE XVII. FACULTY PERSONNEL FILES

675 A. An individual personnel file shall be maintained for each Faculty Mem-
ber. Except as specified by Article XVII.C. below, only materials from a
source identified by name shall be included in the file.

676 **B. Administration**

677 1. The Office of the Provost and Executive Vice President, or such
other office as may be designated by EMU and announced to the
Faculty, shall have custody and control of Faculty Members' per-
sonnel files. Departmental or college files shall not include pre-
employment information, except those data reflecting academic
records, vitae supplied by the Faculty Member and correspondence
between the Department Head or Dean and the Faculty Member.

678 2. Information relating to payroll, fringe benefits, and other specialized
type functions may be maintained in other departments to which
such functions have been assigned.

679 3. Each Faculty Member has the right to know of each and every per-
sonnel file maintained on him/her as specified in 1. and 2. above.

680 The Association shall, upon request, be informed of the kind of in-
formation contained in such files provided for in B.2. above.

681 **C. Contents**

682 Personnel files may contain the following items (either originals or cop-
ies) and shall not include items excluded under Michigan Public Act 397
of 1978 (Bullard-Plawecki).

683 1. Signed application form.

684 2. Transcripts supporting claim to academic training.

- 685 3. Documents supporting claim to professional training.
- 686 4. Letters and records describing work experience.
- 687 5. Copies of all statements of employment.
- 688 6. All documents relating to professional growth or performance.
- 689 7. All documents pertinent to resignation.
- 690 8. All documents pertinent to actions taken pursuant to the provisions
of Article XVI.
- 691 9. Documents indicating special competencies, achievements, schol-
arly research, academic, professional, or other contributions.
- 692 10. Any statements that the Faculty Member wishes to have entered in
response to or in elaboration of any other item in his/her file.
- 693 11. Medical records, except as excluded from the definition of “person-
nel record” in Public Act 397 of 1978, as amended, or other appli-
cable State or Federal law.
- 694 The above items may be presented by the Faculty Member with a
written request for inclusion in his/her file and shall be included as a
matter of right.

695 D. Access

- 696 1. On the written request of a Faculty Member, the Office of the Pro-
vost and Executive Vice President, or such other office as may be
designated by EMU and announced to the Faculty, will make avail-
able the personnel file of the Faculty Member for examination by a
designated representative of the Faculty Member. Such examina-
tions shall be made in the presence of a designated representative of
EMU.
- 697 2. Materials in the personnel files may be copied for use at formal
hearings in the University.
- 698 3. The individual Faculty Member, on giving reasonable notice, shall
have access to his/her own personnel files, excluding confidential
letters of recommendation, during normal business hours under con-
ditions which protect the integrity of the files. The Faculty Member
shall have the right to copies of materials in his/her file at his/her
own expense. The Faculty Member may be accompanied by a rep-
resentative of his/her own choice at the time the file is examined.

- 699 4. The President and his/her designated representative shall have access to the personnel file for official University purposes, including, but not limited to, the following:
- 700 a. Maintenance of the files.
- 701 b. Use at official University hearings.
- 702 c. Use in court proceedings.
- 703 d. Evaluations.
- 704 e. Gathering of statistical information.
- 705 f. Responding to inquiries from prospective employers for information and/or recommendations.
- 706 g. Responding to requests for information from state or federal authorities charged with enforcement of civil rights, tax, or other statutes.
- 707 5. Personnel files maintained at college and departmental levels shall be open to appropriate administrative officers and their designated representatives, and duly constituted Faculty Committees, for official University business.
- 708 6. Faculty Members have a right of inspection during normal business hours of information relating to payroll, fringe benefits and other similar specialized items of information which apply to the particular Faculty Member making the request.
- 709 7. EMU will not divulge any data or information from its files relating to any identified Faculty Member without the express written consent of the Faculty Member, except as evidence in University hearings, as evidence in legal disputes or in response to a compulsory legal process and except as provided in Article XVII.D.4.f. and g. This provision shall not prohibit publication of statistical information or other use of data in which no individual is particularly identified.

710 **E. Correction of Factually Erroneous Information**

711 If a Faculty Member should become aware of information included in his/her personnel file that is factually in error, the Faculty Member may petition, in writing, the Assistant Vice President for Academic Human Resources and Divisional Budget, or his/her authorized designee, to remove said information from the file. The Faculty Member shall bear the burden of proof of establishing that the information is factually in error. If the Assistant Vice President for Academic Human Resources and Divisional Budget, or his/her authorized designee, concludes that the information is

in error, such information shall either be excised from the document in which it is located, or the document removed from the Faculty Member's personnel file, whichever the Assistant Vice President for Academic Human Resources and Divisional Budget, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Assistant Vice President for Academic Human Resources and Divisional Budget, or his/her authorized designee, pursuant to this Article XVII.E., shall be final and binding on the Faculty Member and the Association, and is hereby expressly excluded from the grievance and arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this Article XVII.E. shall not be introduced as evidence or otherwise considered in any grievance, arbitration, or other proceeding against EMU pertaining to the appointment, reappointment, tenure or promotion of a Faculty Member, or any other matter.

ARTICLE XVIII. *COMPENSATION*

712 A. Salary Period

713 All salaries of Faculty Members shall be determined in accordance with the terms of this Agreement.

714 B. 2010-11 Salary Adjustment

- 715 1. Effective with the beginning of academic year 2010-11 each Faculty Member appointed prior to September 1, 2009, shall receive a one percent (1.0%) increase in his/her academic year base salary.
- 716 2. Effective January 1, 2011 each Faculty Member hired to begin September 1, 2010 but not any hired afterward shall receive \$1,000 added to his/her academic year base salary.
- 717 3. Following the salary adjustment hereinabove provided for academic year 2010-11, those Faculty Members granted promotions which are effective with the beginning of the 2010-11 academic year shall receive those promotional increments provided in XVII.J. below.

718 C. 2011-12 Salary Adjustment

- 719 1. Effective with the beginning of the academic year 2011-12, each Faculty Member appointed prior to September 1, 2010, shall receive an increase of two percent (2.0%) added to his/her academic year base salary.
- 720 2. Following the salary adjustment hereinabove provided for academic year 2011-12, those Faculty Members granted promotions which are effective with the beginning of the 2010-11 academic year shall receive those promotional increments provided in XVIII.J. below.

721 **F. Supplemental Salary Adjustments**

722 In addition to the increases provided herein, EMU retains the right to further increase the salary of any Faculty Member. EMU's granting or failure to grant any additional salary increase to any Faculty Member shall not be construed to be a violation of the Agreement and is not subject to the grievance procedure.

723 EMU shall notify the Association within thirty (30) days of the decision to grant or deny any additional salary increases approved pursuant to this provision.

724 **G. Faculty Pay Options**

725 1. Except as limited herein, Faculty Members have the option of receiving their academic year salary under the following pay plans. When they have chosen the option they wish to exercise, the option will remain in full force and effect for the duration of the period covered by the option selected. If a Faculty Member wishes to change his/her pay plan for the following academic year, he/she may do so by submitting a pay plan election form to EMU's AHR Office, on forms available in AHR, by no later than August 1st of any given year. Changes shall not be permitted after August 1.

726 Option 1 – Total academic year salary to be paid over an eight (8) month period in sixteen (16) consecutive semi-monthly payments.

727 Option 2 – Total academic year salary to be paid over a twelve (12) month period in twenty-four (24) consecutive semi-monthly payments.

728 Semi-monthly pay dates will fall on the last workday that the University is officially open for business on or before the 15th of each month and last workday that the University is officially open for business on or before the last calendar day of each month (e.g. the last paycheck for each term will be paid on the last workday the University is officially open for business on or before the 15th of the month or the workday that the University is officially open for business on or before the last calendar day of each month.)

729 Faculty Members who fail to advise the AHR Office of their election as herein provided shall continue to be compensated in accordance with the pay plan under which they were compensated during the preceding academic year. Newly-hired Faculty Members who fail to make an election shall be compensated in accordance with Option 2.

730 All Faculty Members on Plan C or Plan C1 as provided for in Article VIII., Layoff and Recall shall receive their total academic year sal-

ary paid over a twelve (12) month period, paid in accordance with Option 2.

731 H. The Base Academic Year

- 732 1. The base contract year shall consist of two (2) semesters for a total of thirty-two (32) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings, the week prior to the beginning of each semester except in those cases where Faculty Members are not required to be on campus as specified in Article IX.E.
- 733 2. When necessary and appropriate for a Faculty Member to teach on a continuing bases (year round), appointment may be one (1) of two (2) types:
- 734 a. Salary shall be determined at one hundred and thirty-three percent (133%) of base contract salary and the appointment shall be considered as a twelve (12) month teaching appointment.
- 735 b. Salary shall be annualized at one hundred and twenty-five percent (125%) of base contract salary and the Faculty Member shall teach five (5) out of (6) semesters during a two (2) year period.
- 736 c. For those Faculty Members whose base contract year includes spring and summer sessions as a semester, the contract period for the combined terms shall be sixteen (16) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings the week prior to the beginning of such a semester.

737 I. Salaries for Spring, Summer, Pre and Post sessions, On-Campus Workshops and Colloquia

- 738 1. Compensation for spring and summer shall be determined as follows:
- 739 a. Spring Session (7 1/2 weeks) – 20% of base salary
- 740 b. Spring Session (6 weeks) – 20% of base salary
- 741 c. Summer Session (6 weeks) – 20% of base salary
- 742 d. Summer Session (7 1/2 weeks) – 20% of base salary
- 743 Notwithstanding the conversion of compensation for spring/summer teaching to a uniform twenty percent (20%) of base salary for Faculty, library Faculty will continue to be paid twenty-two percent (22%) of base salary for full-time seven and one half (7 1/2) week

assignments. The determination of Faculty appointments in the library will continue to be subject to input procedures as provided for in Article XIII of the parties' Master Agreement.

744 Compensation for short-term workshops for which semester hour credits are granted and which are offered by an academic department and not through Continuing Education shall be in the amount of three percent (3%) of the Faculty Member's base salary per week (e.g. seven (7) calendar days).

745 An additional one percent (1%) of base salary per week may be offered to Faculty Members who supervise workshops which require a twenty-four (24) hour commitment each day.

746 Departments may offer spring or summer courses on-campus (non-Continuing Education) in a compressed format of three weeks or longer. Appropriate Faculty input shall be provided prior to making a decision to offer compressed format courses. A compressed format course shall have the same number of contract hours as the same course offered in six (6) or seven and one-half (7 ½) weeks. Faculty Members shall meet their Professional Responsibilities (as specified in Article IX.D.) for either the six (6) or seven and one-half (7 ½) week period during which the course is normally offered. Compensation for a spring or summer three (3) credit compressed format course shall be at ten percent (10%) of base salary.

747 **J. Salary Adjustment for Promotion**

748 A Faculty Member who is promoted during the stated term of this Agreement shall have his/her salary increased as listed below:

749 For promotion effective September 1, 2010 and after:

750	Type of Promotion	Salary Adjustment
751	Instructor to Assistant Professor	\$3,000
752	Assistant Professor to Associate Professor	\$5,500
753	Associate Professor to Professor	\$6,000

754 For the determination of salary increases in subsequent years, the salary adjustment for the promotion shall be treated as part of base pay.

755 **K. Salary Adjustment for Completion of Earned Doctorate**

756 A Faculty Member who meets the requirement for the earned doctorate (e.g. Ph.D., Ed.D.) certified by the granting institution, and who has not previously held such a degree, shall have his/her regular annual base salary increased by \$2,500. If the degree is received after the beginning of

the fall semester, the Faculty Member shall be paid a prorated portion of the \$2,500 adjustment based upon the time remaining on his/her current academic year appointment.

757 Irrespective of any equivalency established by any Departmental Evaluation Document, letter of agreement, or any other document or provision of this Collective Bargaining Agreement, the \$2,500 provided herein shall be granted only for an earned doctoral degree.

758 L. Salaries for Teaching Courses offered through Extended Programs and Educational Outreach

759 1. Except as provided below, the minimum salaries for teaching courses offered through Extended Programs and Educational Outreach shall be \$1,550 per credit hour.

760 When an academic department or college has approved an entire degree or certificate program as a Continuing Education offering, and when the administration has determined that the program is fiscally viable and continuing to offer it is in the best interest of the University. Faculty Members teaching in such a program will be compensated at ten percent (10%) of salary per three (3) credit course during spring and summer terms.

761 2. Faculty may be paid at rates in excess of those set forth in L.1. above in those instances where market factors require higher rates of pay, which shall be determined by EMU in its sole discretion. Additionally, the foregoing compensation schedule may be increased at the discretion of EMU. Similarly, Faculty may be paid at rates below those set forth in L.1. above for teaching off-campus courses offered through Continuing Education, which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Faculty member prior to his/her accepting and undertaking the teaching assignment. Copies of all letters to Faculty Members in confirmation of a Continuing Education appointment shall be sent to the EMU-AAUP Office.

762 3. Reimbursement for use of personal cars will be made at the rates set forth by the Internal Revenue Service.

763 M. Grant Compensation

764 1. A Faculty Member shall be eligible for grant compensation specifically provided for in an approved grant, subject to any limitations imposed by the granting agency's guidelines and regulations.

765 For the sole purpose of reporting effort on grants and contracts (concurrent with an academic year appointment), time spent on Instructional, Scholarly/Creative Activity, and Service may be ad-

justed proportionately to the level of effort expended on the grant or contract. The Faculty member's effort on these activities may be adjusted to meet responsibilities on grants or contracts at the request of the grant administrator and with the approval of the Faculty Member and Department Head. Before final approval, the Director of the Office of Research and Development will review the adjustment to ensure compliance with funding agency guidelines and regulations.

766 When a Faculty Member is appointed to a grant concurrent with a regular appointment for the academic year, spring or summer session, additional compensation (unless specifically permitted by the granting agency) is not allowed, but released time from other activities may be allowed subject to administrative approval and subject to funding provided by the grant.

767 In the case of short-term grant activity concurrent with a regular appointment and constituting less than one-quarter (1/4) released time, a Faculty Member may, at the request of the grant administrator and with the approval of the Director of the Office of Research and Development, be compensated. This paragraph serves to limit the number of days that a Faculty Member may work on grants on an overload basis, e.g. up to 24% time (when the time commitment is 25% or more, the Faculty person must take release time). The rate of compensation will be at a daily rate of six tenths of one (1) percent (.006) of base pay, or the specific amount allowed by the grant. This paragraph shall not serve to limit a Faculty Member's total compensation provided additional compensation meets the approval of the granting agency's guidelines and regulations.

768 2. Faculty Members assigned to grants on an annualized appointment shall have an annualized salary equal of base salary of base x 1.44 and shall not be required to be actively at work during the periods specified in Article IX.E.

769 3. For Faculty Members assigned to grants between the winter and fall semesters or for periods in which they hold no regular appointment, compensation shall be as follows:

770 a. Weekly - 3% of base salary per week.

771 b. Daily - .006 (6/10th of one percent) of base salary.

772 c. An amount allowable under the terms of the grant.

773 Faculty Members assigned to grants on this basis shall be required to be actively at work during each week for which compensation is received including those periods specified in Article IX.E., and other break periods in the academic calendar.

774 **N. Substitution Pay**

775 A Faculty Member who agrees to substitute for an absent Faculty Member whose temporary disability leave is being debited shall be compensated as provided below:

- 776 1. For each course taught, the Faculty Member shall be compensated from the first (1st) one (1) hour of substitution at the rate of \$60.00 per contact hour class met or per two (2) lab contact hours met.
- 777 2. In those limited instances where it is apparent that a Faculty Member's period of absence due to illness or injury will be of extended duration, the Dean may authorize the Department Head to engage the services of a Faculty Member and compensate him/her at the foregoing rates commencing with the first hour of substitution.

ARTICLE XIX. FRINGE BENEFITS

778 **A. Description and Listing**

779 EMU shall provide each Faculty Member a summary description of his/her fringe benefits within sixty (60) calendar days of the commencement of his/her regular employment with EMU. Updates will be provided as revisions occur. In addition, EMU shall notify and provide each Faculty Member, by April 30 of each year, a listing of his/her fringe benefits outline, including amounts contributed toward the cost of each benefit by EMU and the Faculty Member.

780 **B. Eligibility**

781 Faculty Members must be on at least a fifty percent (50%) appointment to be eligible for fringe benefits, except as otherwise provided in this Agreement. Faculty Members who are otherwise eligible to participate in the University's Group Medical Benefits Plan may elect to waive such coverage, provided he/she makes proper application to the Benefits Office, showing evidence of coverage through a plan other than one provided by the University. Faculty Members for whom the waiver is granted shall receive one thousand dollars (\$1,000) payable on a prorated basis for the period health care coverage is waived. Faculty Members waiving coverage may re-enroll in the Employer's health plans upon showing proof that health care coverage on which they relied is no longer available, or during the open enrollment period. No contributions will be made to TIAA-CREF based on this \$1,000 waiver payment.

782 **C. Group Medical Benefits Plan**

783 Commencing with their actual first day of work, Faculty Members shall be provided one of the following benefit plan options.

784 Comparable group medical benefits and plans may be substituted for the
options listed below, subject to the Association' approval, whose approval
785 shall not be unreasonably withheld.

785 1. Benefit Plan Options

786 a. Blue Cross and Blue Shield Traditional Plan

787 This plan will be discontinued effective December 31, 2010.

788 b. Care Choices Health Maintenance Organization (HMO)

789 This plan will be discontinued effective December 31, 2010.

790 c. Blue Cross and Blue Shield Community Blue Preferred Pro-
vider Organization (PPO) Plans

791 Faculty Members shall have the option of participating in the Community
Blue Preferred Provider Organization (PPO) Option 3 or Option 4 plans
with the benefits as set forth in Appendix I.

792 Participants in the Blue Cross and Blue Shield Community Blue PPO Op-
tion 3 plan shall be required to make the following contribution through
automatic payroll withholding to the cost of such coverage:

793 Yearly Premiums for Healthcare Plans
(CY refers to calendar year beginning January 1)

	CY 2011	CY 2012
Single	\$500	\$560
Two-person	\$1,000	\$1,120
Family w/ 3-4 individuals	\$1,200	\$1,344
Family Plus (>4 individuals)	\$1,400	\$1,568

794 Participants in the Blue Cross and Blue Shield Community Blue PPO Op-
tion 4 plan shall be required to make the following contributions through
automatic payroll withholding to the cost of such coverage:

795 Yearly Premiums for Healthcare Plans
(CY refers to calendar year)

	CY 2011	CY 2012
Single	\$1,350	\$1,512
Two-person	\$2,550	\$2,856
Family w/ 3-4 individuals	\$2,950	\$3,304
Family Plus (>4 individuals)	\$3,350	\$3,752

796 EMU shall provide the Association with a copy of certificates and riders
for all plans ten (10) working days prior to the open enrollment period.

- 797 2. Faculty who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active Faculty who are age sixty-five (65) or over.
- 798 Additions and changes to a Faculty Member's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in any additions and/or changes being excluded from such benefits plan until such time as the Faculty Member enrolls and makes proper application during an open enrollment period.
- 799 4. To qualify for the medical benefits as above described, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office, within thirty (30) calendar days of the commencement of his/her regular employment with the University. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during the annual open enrollment period.
- 800 5. a. Provided proper application, enrollment and, where applicable, all required payroll contributions are made by a Faculty Member, the University agrees to continue this coverage and pay its share of the cost for maintaining the medical benefits plans described in this Section C., for the Faculty Member, his/her spouse, additional eligible adult and eligible dependent children under twenty-six (26) years of age, subject to the terms and conditions applicable to each of the respective plans. If the employee elects to add an Additional Eligible Adult to their health care plan that has a cost share the employee must pay the difference in the cost share coverage as post-tax (single to two person, two person to family) unless the AEA qualifies as a dependent under IRS regulations and provides proof of such by January 1.
- 801 b. In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the University of providing the medical benefits described in this Section C., the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 802 6. The University shall pay its share of the aforementioned cost for the period that the Faculty Member is on the active payroll and while a Faculty Member is off the payroll and absent because of medical leave due to injury or illness as provided for in Article XI.L.5.

- 803 7. Faculty Members laid off or on unpaid leave shall have their group
medical benefits continued, or shall be eligible to continue their ben-
efits, as provided for in Articles VII.E.3. and XI.L.5.
- 804 Further, Faculty Members who are disabled and receiving long-term
disability benefits may likewise continue their group medical ben-
efits plan in accordance with the terms and conditions set forth in
Article XI.L.5., except that the twelve (12) months or maximum
COBRA period limitation on continuation of group medical benefits
is not applicable. Faculty Members participating in continuation
of their group medical benefits plan pursuant to this provision may
continue to do so for as long as they are eligible to receive long-term
disability benefits.
- 805 8. The cost of medical benefits for eligible dependents in the following
category shall be paid in full by the Faculty Member:
- 806 b. Eligible sponsored dependents other than a spouse, additional
eligible adult or children less than twenty-six (26) years of age,
related to the Faculty Member by blood or marriage or who
reside in the Faculty Member's household. Such sponsored de-
pendents must depend on the Faculty Member for more than
one-half (1/2) of their support and must have been reported on
the Faculty Member's most recent income tax return.
- 807 9. A Faculty Member's medical benefits plan shall terminate effective
at the end of the month in which the Faculty Member is terminated,
is laid off, the group medical benefits plan terminates, or the Faculty
Member goes on unpaid leave, resigns, or retires, except as other-
wise provided in this Agreement.
- 808 10. In many cases COBRA requires that the opportunity to continue
medical and dental benefits be extended:
- 809 a. to Faculty Members who voluntarily or involuntarily have ter-
minated employment (except in cases of gross misconduct) or
who have reduced their hours or had their hours reduced to
such extent that they are ineligible for coverage;
- 810 b. to surviving spouses, additional eligible adults and dependents
upon the death of a Faculty Member;
- 811 c. to spouses and dependent children in the event of a divorce or
additional eligible adult on termination of eligibility for AEA
benefits.
- 812 d. to dependent children who exceed the plan's age limitations;
- 813 e. to spouses, additional eligible adults and dependents of Faculty
Members who become entitled to Medicare coverage.

814 11. Faculty Members and the spouses or additional eligible adults and dependents of Faculty Members who are eligible to continue medical and dental coverage under COBRA may do so for the period mandated in the individual's circumstances by COBRA. For benefits lost by Faculty Members and their spouses or additional eligible adults and dependents due to a Faculty Member's termination of employment or reduction in hours, that period is determined by the U.S. Department of Labor. For benefits lost by spouses or additional eligible adults and dependents of a Faculty Member due to the occurrence of other events that trigger COBRA coverage. In accordance with COBRA, EMU shall require payment of a premium for the period of coverage continuation and shall charge up to the maximum premium allowed by COBRA.

815 **D. Group Life and Accidental Death and Dismemberment Benefits**

816 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the Faculty Member's annual salary, rounded up to the nearest \$1,000 and accidental death and dismemberment insurance benefits in an equal amount for a period of one (1) year from a Faculty Member's first (1st) day of actual work. Commencing with the month following completion of one (1) year of coverage as provided above, EMU shall pay the cost for maintaining life insurance benefits in an amount equal to the Faculty Member's annual salary (rounded up to the nearest \$1,000) times two (2), and accidental death and dismemberment benefits in an equal amount, up to a maximum coverage level of \$275,000. When a Faculty Member reaches age sixty-five (65) and continues working his/her insurance coverage is decreased by thirty-five percent (35%) with no further reduction based on age thereafter.

817 The following table illustrates examples of the insurance coverage levels described above:

Examples of Salary Levels	Less than one (1) Years of Service	Over one (1) Years of Service	Age Sixty-Five (65) and over
\$25,001	\$26,000	\$52,000	\$33,800
\$25,950	\$26,000	\$52,000	\$33,800
\$30,300	\$31,000	\$62,000	\$40,300
\$40,000	\$40,000	\$80,000	\$52,000
\$46,100	\$47,000	\$94,000	\$61,100
\$50,500	\$51,000	\$102,000	\$66,300

Maximum Coverage level is \$275,000.

818 2. To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Faculty Member must individually enroll and make proper application for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. Faculty

Members who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

- 819 3. Provided proper application and enrollment is made by a Faculty Member, EMU shall pay the cost for maintaining the benefits plan described above, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit cost.
- 820 4. Changes in benefit amounts based on changes in annual base salary occur with the effective date of the change in annual base salary. Base salary excludes supplemental appointments and any other extra compensation.
- 821 5. The group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that a Faculty Member is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, when a Faculty Member terminates his/her employment with EMU, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Faculty Member may convert his/her group life insurance, without medical examination, to an individual benefits plan. The Faculty Member shall pay the full cost of such individual benefits. Plan options and availability shall be determined by the insurer.
- 822 6. Faculty Members laid off or on unpaid leave shall be eligible to continue their group life and accidental death and dismemberment insurance benefits as provided for in Article VIII.E.3. and XI.L.5., respectively.

823 E. Dental Care Benefits

- 824 1. EMU shall provide and maintain dental care benefits for Faculty Members commencing on the first day of the month following their first day of actual work.

825 These benefits shall be subject to reasonable and customary charge determination as follows:

826 Dental Care Benefits	Dental Care Plan Pays	Faculty Member Pays
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	75%	25%
Restorative ¹	75%	25%
Periodontics ¹	75%	25%
Endodontics ¹	75%	25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

827

Maximum Contract Benefit

¹ \$1,000 per person total per contract year.

² Lifetime maximum benefit of \$1,500 per person.

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2. To qualify for dental care benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time he/she enrolls and makes proper application with the Benefits Office.

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3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the cost for maintaining the benefits plan described above for the Faculty Member, his/her spouse or additional eligible adult and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs. If the employee elects to add an Additional Eligible Adult to their health care plan that has a cost share the employee must pay the difference in the cost share coverage as post-tax (single to two person, two person to family) unless the additional eligible adult qualifies as a dependent under IRS regulations and provides proof of such by January 1.

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4. Except as otherwise provided in this Agreement, a Faculty Member's dental care benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave, resigns, or retires except as otherwise provided in this Agreement. However, a Faculty Member may continue his/her dental care benefits at his/her own expense for the period mandated in the Faculty Member's circumstances by COBRA and as provided herein C.10. and 11. of this Article, and in Articles VIII.E.3. and XI.L.5.

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F. Long-Term Disability Benefits

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1. EMU agrees to provide and maintain group long-term disability benefits for Faculty Members commencing on the first day of the month after ninety (90) days of regular employment. Such benefits shall be equal to sixty-five percent (65%) of the Faculty Member's regular monthly earnings, up to a maximum benefit of \$7,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible Faculty Members whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible Faculty Members whose total disability commences after age sixty (60) will receive benefits

for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner.

- 833 2. To qualify for long-term disability benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan, until such time as he/she enrolls and makes proper application with the Benefits Office.
- 834 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the premium for maintaining the above described benefits subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.
- 835 4. Changes in benefits amounts based on changes in annual base salary occur effective with the effective date of the change in annual base salary. Base salary excludes supplemental appointments and any other extra compensation.
- 836 5. Except as otherwise provided in this Agreement, a Faculty Member's long-term disability benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study for an advanced degree shall be eligible to continue his/her long-term disability benefits as provided for in Article XI.L.5.

837 G. Workers' Compensation Benefits

- 838 EMU shall insure all Faculty Members for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.

839 H. University Business Travel Insurance Coverage

- 840 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Faculty Member shall be proportionately reduced based on the number of individuals making claim.

841 2. All other specific terms, conditions, limits of liability and exclusions
applicable to said insurance shall be provided for in EMU's policy
with its carrier.

842 I. University Business Travel Automobile Insurance Coverage

843 1. EMU agrees to include Faculty Members as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and property damage liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Faculty Members operating a University-provided automobile.

844 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by EMU while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Faculty Member, such as a personal automobile policy. Where other coverage is not provided the Faculty Member, EMU's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the state of Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000 property damage).

845 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this insurance shall be as provided for in EMU's policy with its carrier.

846 J. Parking

847 EMU shall provide parking at no charge for all Faculty Members.

848 K. Banking

849 1. Credit Union

850 EMU shall provide Faculty Members with optional payroll deductions for the EMU Credit Union.

851 2. Direct Deposits

852 EMU shall provide for direct deposit of a Faculty Member's paycheck into one (1) account at any one (1) of the member banks of the Federal Reserve System.

853 Applications for direct deposit are available in EMU's Payroll Office.

854 L. Business Travel at EMU Expense

- 855 1. Policies
- 856 a. Travel at EMU expense shall be subject to the advance approval of the appropriate account executive.
- 857 b. Applications for approved travel at EMU expense shall be submitted on APPLICATION FOR TRAVEL, Form B-6. Completed applications should be made to the appropriate account executive at least five (5) working days before a trip is taken.
- 858 c. Costs of travel are charged to the departmental account of the authorizing office.
- 859 d. Reservations, schedules, and all arrangements for travel and lodging are the responsibility of the traveler.
- 860 2. Travel Allowances
- 861 Reimbursement for ordinary expenses incurred in travel for EMU is made according to the following schedule of approved travel and subsistence allowances:
- 862 a. Commercial Transportation: Economy Fare
- 863 b. Personal Motor Vehicle: IRS Rates
- 864 Reimbursement for use of personal motor vehicles shall not exceed the equivalent of economy air fare.
- 865 c. Lodging and Meals
- | | |
|-----------|---|
| Lodging | Actual/Reasonable supported by receipts |
| Breakfast | Actual/Reasonable supported by receipts |
| Lunch | Actual/Reasonable supported by receipts |
| Dinner | Actual/Reasonable supported by receipts |
| Note: | Tips are included in the above meal allowances. |
- 866 d. Miscellaneous
- | | |
|--|-------------|
| (1) Conference registration Fees | Actual Cost |
| (2) Tips (hotel only) | \$1.00 |
| (3) Parking | Actual Cost |
| (4) Telephone call/Telegraph,
EMU business only | Actual Cost |
| (5) Toll roads and bridges | Actual Cost |
| (6) Area Travel, such as limo
to and from terminals | Actual Cost |
- 867 e. Receipts are required for:
- (1) Lodging

- (2) Toll roads and bridges
- (3) Commercial transportation (plane tickets, etc.)
- (4) Conference registration fee
- (5) Parking over \$1.00

- 868 f. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention. Membership dues to any organization are not reimbursable.
- 869 g. The travel and subsistence reimbursement rates established herein above shall be increased or decreased consistent with such rates as may be established in the future by EMU as general policy for EMU employees.

870 M. Tuition Waiver Program for Faculty

- 871 1. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Faculty Member.
- 872 2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 873 a. The Faculty Member must have completed one (1) year of service prior to the first (1st) day of classes of the term or semester for which he/she plans to register.
- 874 b. A completed application for tuition waiver must be approved by the Benefits Office according to these timelines:
- 875 A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 876 c. Failure to submit an application for approval within the required timelines may forfeit the employee's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Faculty Member.
- 877 d. The Faculty Member must agree to reimburse EMU for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition waiver benefits

forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of the regular paycheck every pay period (unless the Faculty Member is terminating, in which case the entire amount may be deducted) or other appropriate means.

- 878 3. Faculty Members on full-time (100%) appointments for the term or semester for which application is made shall be entitled to full benefits. Faculty Members on at least a fifty percent (50%) appointment but less than a one hundred percent (100%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Faculty Members on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.
- 879 4. The Faculty member must take courses during non-working hours.
- 880 5. A Faculty Member shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to EMU if:
 - 881 a. A grade of “pass”, or “C” or above (“B” for graduate courses), is not achieved in any course for which tuition waiver is obtained. (Grades of “C-” in undergraduate courses and “B-” in graduate courses are unacceptable.)
 - 882 b. A mark of “Incomplete” (I) is received and not converted to a passing grade within one (1) year following termination of the semester in which the course was taken, or the date the Faculty Member’s employment terminates, whichever is earlier.
 - 883 c. The Faculty Member withdraws from a course after the date specified in the course bulletin for one hundred percent (100%) tuition refund. Exceptions may be made upon a showing of appropriate cause by the Faculty Member (e.g. prolonged incapacitating illness, unanticipated conflict between a course in which the Faculty Member is required to teach and the one in which he/she is enrolled, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Accounting and Benefits Offices.

884 N. Tuition Waiver Program for Employee Spouses or Additional Eligible Adult and Dependent Children

- 885 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses or additional eligible adults and/or dependent children of Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or additional eligible adult, and/or dependent child. It is the intent of the University to

provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the University.

- 886 2. A Faculty Member's spouse or additional eligible adult, and/or dependent child shall be eligible for a tuition waiver if he/she presents evidence to the EMU Benefits Office confirming that:
- 887 (1) He/she is the spouse or additional eligible adult, or dependent child of a Bargaining Unit member. Dependent children shall be defined as: (a) legally dependent children of eligible staff; and (b) children who have eligible staff as their legal guardian.
- 888 (2) He/she has satisfied all admission requirements and is eligible to enroll for courses.
- 889 3. A completed application for tuition waiver must be approved by the Benefits Office during the timelines outlined below:
- 890 a. A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 891 4. Failure to submit an application for approval within the required timelines may forfeit the spouse or additional eligible adult, and/or dependent's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Faculty Member.
- 892 5. A Faculty Member's spouse or additional eligible adult, and/or dependent child shall be subject to all University Academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.
- 893 6. Tuition waiver benefits eligibility for a spouse or additional eligible adult, and/or dependent child shall cease at the end of the semester in which the Faculty Member terminates his/her employment with the University. If the spouse or additional eligible adult, and/or dependent child drops or withdraws from courses during the one hundred percent (100%) drop period, any refund applicable to the tuition waiver shall revert to the University. If the student drops classes after the one hundred percent (100%) drop, he or she shall reimburse the University in full for all tuition previously waived by the University.

- 894 7. A Faculty Member's spouse or additional eligible adult and/or de-
pendent child shall forfeit tuition waiver benefits and must reim-
burse the full cost of such benefits to EMU if:
- 895 a. A grade of "pass", or "C" or above is not achieved in any
course for which tuition waiver is obtained. (Grades of "C-"
are unacceptable.)
- 896 b. A mark of "Incomplete" (I) is received and not converted to a
passing grade within one (1) year following termination of the
semester in which the course was taken, or the date the Faculty
Member's employment terminates, whichever is earlier.
- 897 c. The Faculty Member's spouse or additional eligible adult and/
or child withdraws from a course after the date specified in the
course bulletin for one hundred percent (100%) tuition refund.
Exceptions may be made upon a showing of appropriate cause
by the Faculty Member (e.g. prolonged incapacitating illness,
etc.). Appeals for exception shall be made through the regu-
larly established appeal process in the Student Accounting and
Benefits Offices.

898 **O. Payment of Unused Accumulated Temporary Disability Leave Ben-
efits**

- 899 1. A Faculty Member hired prior to July 1, 1979, who satisfies the min-
imum age and service requirements hereinafter provided and sepa-
rates from employment with EMU for retirement purposes, shall be
paid fifty percent (50%) of his/her Unused Accumulated Temporary
Disability Leave, as provided for in Article XI.A.1., effective the
date of his/her termination. Such payments shall be made at the
Faculty Member's regular base rate of pay as of the date of termina-
tion.
- 900 2. Age and Service Requirements
- 901 To be eligible to receive payment for fifty percent (50%) of his/
her Unused Accumulated Temporary Disability Leave, the Faculty
Member shall satisfy the following minimum requirements:
- 902 a. The Faculty Member shall be at least fifty-five (55) years of
age and must have completed fifteen (15) years of regular full-
time service at EMU as of the date of separation; or
- 903 b. The Faculty Member shall be at least sixty (60) years of age
and must have completed ten (10) years of regular full-time
service at EMU as of the date of separation.
- 904 For purposes of this provision, to accumulate one (1) year's
service credit the Faculty Member must have worked at least

one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30.

905 Proportionate service credit may be granted for less than full-time employment [e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1) year's service credit may be earned in any one (1) fiscal year.

906 P. Flexible Spending Account

907 EMU has implemented a Flexible Spending Account (FSA) program for dependent care and contributions to the cost of health care. This program shall comply with IRS permissible guidelines as they determine the latest deadline date for use of funds in the FSA before they are forfeited by the Faculty Member. This FSA program will be expanded to include other reimbursable expenses negotiated by the parties, and a debit card option. Vendor guidelines for program participation must be observed. The debit card option shall be implemented as soon as practical following ratification of this Agreement by both parties. Faculty shall be notified of the annual enrollment deadline not less than ten (10) working days prior to the deadline.

908 To further facilitate each member's utilization of the above FSA, EMU will pay the monthly administrative fee for this program and the debit card option. The FSA provider will be jointly selected by EMU-AAUP and EMU.

ARTICLE XX. RETIREMENT BENEFITS

909 A. Types of Retirement Programs

910 During the term of this Agreement, Faculty Members may retire under one (1) of the University's regular retirement plans, subject to the terms, conditions, exclusions, and limitations hereinbelow set forth. Under no circumstances may a Faculty Member exercise more than one (1) option.

911 B. Retirement

912 1. Eligibility and Notice

913 If possible, a Faculty Member planning to retire should inform his/her Department Head one (1) year in advance of his/her anticipated date of retirement. Upon request, a retiring Faculty Member shall be provided a review and other considerations of retirement benefits (e.g., library, parking, Rec/IM, etc.) through EMU's Benefits Office.

914 2. Retirement Programs

- 915 a. Faculty Members may participate in one (1) of the following
retirement Programs:
- 916 (1) Michigan Public School Employees Retirement System
(MPSERS); (available only to Faculty Members hired
after January 1, 1996 who have prior MPSERS service
at one of the following Michigan Universities: Central
Michigan University, Eastern Michigan University, Ferris
State University, Lake Superior State University, Michi-
gan Technological University, Northern Michigan Uni-
versity and Western Michigan University.) Faculty who
were enrolled in the plan as of December 31, 1995 are
permitted to remain in the plan.
- 917 (2) Teachers Insurance and Annuities Association-College
Retirement Equities Fund (TIAA-CREF).
- 918 (3) At least one additional defined contribution plan.
- 919 b. Each Faculty Member must elect to participate in one (1) of
these retirement programs within ninety (90) calendar days of
the commencement of his/her regular employment with EMU.
A Faculty Member who does not make such an election within
this time period shall automatically be enrolled in the TIAA-
CREFF Defined Contribution Plan. Once a Faculty Member
has been so enrolled such enrollment is final and cannot be
changed.
- 920 c. EMU Contributions
- (1) EMU shall contribute the amount specified annually by
the state of Michigan for each Faculty Member participat-
ing in the Michigan Public School Employees Retirement
System.
- 921 (2) For Faculty Members who participate in one of the defined
contribution plans, EMU shall contribute to the retirement
plan eleven percent (11%) of the Faculty Member's earn-
ings for the academic year.
- 922 (3) Tax Deferred Annuities
- 923 EMU agrees to continue to provide Tax Deferred Annuity
Programs for Faculty Members.
- 924 3. Death Benefits
- 925 Faculty Members who terminate their employment with EMU for
retirement purposes, and who, as of the date of separation, are at
least fifty-five (55) years of age with fifteen (15) years of full time
service at EMU, or are at least sixty (60) years of age with ten (10)
years of full time service at EMU, shall be provided a death benefit

in the amount of seven thousand dollars (\$7,000) which shall be payable by EMU upon the Faculty Member's death to his/her designated beneficiary.

926 4. Group Medical Benefits

927 EMU's contribution to medical benefits, dental benefits, long-term disability benefits and all other fringe benefits shall terminate effective the day following the Faculty Member's last day of active employment with EMU [coverage for medical and dental shall continue until the end of the current calendar year quarter (e.g. if a Faculty Member retires in April, his/her coverage will continue until June 30 unless otherwise provided in this Agreement. If a Faculty Member retires in December, his/her coverage will continue until December 31)]. EMU's contribution to the retirement plan will also terminate effective the day following the Faculty Member's last date of active employment with EMU.

928 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service to EMU, or are at least sixty (60) years of age with ten (10) years of full-time service at EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document unless otherwise provided in this Agreement. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

929 5. Medical Benefits for Defined Contribution Plan Retirees

930 a. Faculty Members enrolled in a defined contribution plan who retire prior to age 65 have one (1) of two (2) insurance options available to them:

931 (1) Blue Cross/Blue Shield Option

932 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of

separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service at EMU, or are at least sixty (60) years of age with ten (10) years of full-time service at EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document unless otherwise provided in this Agreement. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

933 EMU shall supplement the cost of such coverage up to but not to exceed one hundred thirty dollars (\$130) per month. The remainder of any cost for such coverage is to be borne by the retiree.

934 b. Medical Benefits for Defined Contribution Plan Retirees at Age 65

935 The University shall reimburse Bargaining Unit members enrolled in a defined contribution plan who separate from employment with EMU for retirement purposes for costs associated with medical insurance that supplements Medicare Part A, Part B, and Part D subject to the following limitations:

936 (1) The Bargaining Unit member shall have attained at least sixty-five (65) years of age and shall have completed at least ten (10) years of regular full-time service at EMU.

937 (2) EMU shall supplement the cost of such coverage up to but not to exceed one hundred thirty dollars (\$130) per month. The remainder of any cost for such coverage is to be borne by the retiree.

938 (3) In the event that the retiree becomes eligible for or is covered by any other medical benefits plan after having attained age sixty-five (65), he/she shall forfeit all rights to

said EMU provided reimbursement for supplement insurance for the period of time that he/she is eligible for, or is covered by, any other medical benefits plan.

- 939 (4) The retiree must pay for the coverage and provide the Benefits Office with proof of payment for said supplemental insurance on a calendar year quarterly basis to be eligible for reimbursement.
- 940 (5) Retirees shall receive reimbursement for the above provided supplemental insurance within thirty (30) days following each calendar year quarter that proof of payment is submitted to EMU's Benefits Office.
- 941 6. A retiree who meets the age and service requirements described in Paragraphs B.4. and 5. above, and who is eligible to continue his/her group medical benefits under COBRA will be offered the opportunity to continue those benefits at his/her own expense at a premium permitted by COBRA (see XIX.C.11., above), for the period mandated in the retiree's circumstances by COBRA (which will usually be the shorter period of: (1) eighteen (18) months from the period between the last date of employment, or (2) the retiree's last date of employment and the date upon which the retiree becomes entitled to Medicare), as an alternative to the contractual retirement benefits described in paragraphs B.4. and 5., above. Such retirees who are eligible to continue dental benefits under COBRA will be offered the opportunity to continue those benefits at their own expense at a premium permitted by COBRA for the period mandated in the retiree's circumstances by COBRA.
- 942 The election to continue medical and/or dental benefits under COBRA must be made within sixty (60) days from the later of: (1) the date upon which the retiree's medical and/or dental benefits terminate due to his/her retirement, or (2) the date upon which the retiree receives a notice from EMU's Benefits Office that he/she is entitled to continue coverage under COBRA.
- 943 7. A retiree who does not meet the age and service requirements described in Paragraphs B.4. and 5., above, and who is eligible to continue his/her group medical benefits under COBRA will be offered the opportunity to continue those benefits at his/her own expense at a premium permitted by COBRA (See XIX.C.11., above) for the period mandated in the retiree's circumstances by COBRA (which will usually be the shorter period of: (1) eighteen (18) months from the retiree's last date of employment or (2) the period between the last date of employment and the date upon which the retiree becomes entitled to Medicare).

944 The election to continue medical and/or dental benefits under
COBRA must be made within the period described in Paragraph
B.5.b.6., MP 966, above.

945 8. Dental Benefits for Defined Contribution Plan Retirees

946 a. Faculty Members enrolled in a defined contribution plan who
retire on or after the date of the contract ratification shall have
one dental plan available to them:

947 (1) Delta Dental Plan

948 Faculty Members who terminate their employment with
EMU for retirement purposes and who, as of the date of
separation, are at least fifty-five (55) years of age with fif-
teen (15) years of full-time service at EMU, or are at least
sixty (60) years of age with ten (10) years of full-time ser-
vice at EMU, shall be eligible to continue dental benefits
if enrolled at the time of retirement, consistent with the
terms of EMU's master plan document. Faculty Members
electing to continue their dental benefits shall be placed in
a separate group for rating purposes comprised of retirees
only. The retiree shall pay the full cost of such contin-
ued dental benefits. Proper application and arrangements
for payment of continued benefits must be made in the
Benefits Office by no later than thirty (30) calendar days
prior to the effective date of the Faculty Member's retire-
ment. The Faculty Member shall pay the full cost of such
benefits on a calendar year quarterly basis commencing
with the date he/she is removed from the active payroll.
The initial payment shall be for the period commencing
with the date the Faculty Member is no longer eligible for
benefits paid for by EMU, through the end of that calendar
year quarter. Payments shall thereafter be remitted in full
to EMU's benefits Office at least fifteen (15) days prior to
the beginning of each calendar year quarter.

949 9. Emeritus Status

950 Any member of the department, including the Department Head,
may nominate for emeritus status a retiring colleague who has
served the University for at least fifteen (15) years. The Department
Head shall forward the nomination with his/her recommendation to
the Dean of the appropriate college. The Dean shall forward the
nomination with his/her recommendation to the Provost and Execu-
tive Vice President. If the Provost supports the nomination, he/she
shall forward it to the EMU Board of Regents. Once the Regents
have acted on the nomination, the Provost will notify the retiring
Faculty Member of the Regents' decision.

951

The University will encourage Emeritus Faculty to remain a part of the academic community through a variety of benefits:

- An Emeritus Faculty Photo ID Card
- A annual parking permit
- A campus mail box in his/her former department upon written request to the Department Head
- A retiree life insurance benefit pursuant to MP's 924 and 925
- Complimentary Rec IM membership
- Two complimentary tickets to each sporting event
- Two complimentary tickets to each EMU production (plays, concerts, etc.). Campus Life, Guest Artists and Speakers series are excluded
- A subscription to Focus EMU and other institutional publications including the annual University Directory
- A campus e-mail address
- The right to participate in academic processions and convocations
- Use of the library
- The opportunity to audit classes without credit, tuition, or the need to follow regular enrollment procedures. However, approval to audit must be granted by the instructor and program fees may be assessed.

952

10. Waiver of Employment Rights

953

On the effective date of retirement, the Faculty Member shall waive any and all claims of whatever nature, whether under state or federal laws, this Collective Bargaining Agreement, or EMU policies, which arise out of his/her employment with EMU except as otherwise enumerated in the Agreement. By way of illustration and not by way of limitation, Faculty Members shall waive any and all retention of priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefits plans other than group medical benefits as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

954 11. Irrevocability

955 Once an individual's notice of retirement has been tendered to and
is accepted by EMU, it shall be irrevocable.

ARTICLE XXI. *DEATH BENEFITS*

956 A. Accrued Wages

95 All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be paid pursuant to applicable Michigan law.

958 B. Payment of Unused Accumulated Temporary Disability Leave Benefits

959 A Faculty Member hired prior to July 1, 1979, who dies during the course of his/her employment with EMU, and who otherwise satisfies the eligibility criteria set forth in Article XIX.O.2. of this Agreement for a retirement benefit in the amount of fifty percent (50%) of his/her accumulated temporary disability leave, if any, shall be entitled to have said amount paid as a death benefit pursuant to applicable Michigan law to his/her designated beneficiary or estate. Such payment will be made at the Faculty Member's regular rate of pay as of the date of death.

ARTICLE XXII. *HEALTH AND SAFETY COMMITTEE*

960 Pursuant to the General Duty Clause (Section 5 (a) (1) of the Occupational Safety and Health Act of 1970 as amended, Eastern Michigan University recognizes its obligation to provide a safe and healthful working environment for employees. EMU and the Association recognize their obligation to cooperate in maintaining and improving a safe and healthful working environment, including buildings and grounds that are safe, well lit and maintained and facilities that are clean and well equipped. The parties agree to use their best efforts jointly to achieve these objectives.

961 To this end, the Association President or his/her designee shall be permitted to serve on the University's Health and Safety Committee. The Association's University Health and Safety Committee Representative will be provided regular and timely access to all information and data necessary to carry out his/her duties.

962 The Association and EMU recognize that the Health and Safety Committee has established procedures for receiving and handling health and safety related issues and recommending the elimination and/or controlling of unsafe conditions liable to cause injury or illness to employees.

963 It is specifically agreed and understood that any recommendations made by the Association on health and safety issues shall be considered as purely advisory in their nature. The Association may forward health and safety concerns to the Health and Safety Committee for its consideration and agrees

that it will first attempt to resolve problems through this channel, whenever possible. In making a request to the Health and Safety Committee, the Association will include as complete an identification of the unsafe condition as possible and may make recommendations for addressing said condition, supported by cost projections for implementation if reasonably ascertainable, and such other documentation as may be appropriate for a complete and thorough understanding of the problem and the accompanying recommendations for resolution.

964 The Association agrees to seek remedies through the Health and Safety Committee whenever practicable. Nothing, however, shall preclude the Association from seeking remedies on its own when, in its opinion, the Committee is unavailable or unwilling to assist or when the Committee has been unable to achieve a satisfactory resolution. If EMU's failure to correct the unsafe condition liable to cause injury or illness to Faculty Members is in violation of the parties' Master Agreement, the issue shall then be subject to Article VII.

965 EMU will provide, at its expense, all required training and vaccinations for Faculty Members.

ARTICLE XXIII. *SPECIAL CONFERENCES*

966 At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern. Any agreements reached in such conferences shall be reduced to writing and signed by the parties.

967 All such conferences shall be arranged through the President of the Association or his/her designated representative and the Assistant Vice President for Academic Affairs, or his/her designated representative.

ARTICLE XXIV. *STRIKES AND LOCKOUTS*

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

969 In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages provided that the Association complies fully with the following:

970 1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.

971 2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members

responsible for or participating in such violation, stating to them that:

- 972 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 973 b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
- 974 c. The Association instructs the Faculty Members to immediately return to their respective jobs, and submit any grievances they may have through the grievance procedure provided for in the Agreement.

ARTICLE XXV. *BOARD POLICIES*

- 975 General personnel policies, applicable to Faculty Members and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein, shall only be changed after notification to the Association of intent to change and negotiation to agreement or to impasse relative to the proposed change.

ARTICLE XXVI. *COMPUTATION OF WORK TIME*

- 976 In those instances in which the computation of the number of hours in a regular Faculty Member's workday, workweek or academic work year is necessary, the following formula shall apply:
- 977 One (1) full-time academic year or its equivalent = 34 weeks
- 978 One (1) full-time academic year or its equivalent = 1,360 hours
- 979 Faculty appointments of less than full-time shall be prorated in accordance with the above formula.

ARTICLE XXVII. *NOTIFICATION*

- 980 The following procedures shall satisfy notification requirements in this Agreement:
- 981 A. Delivery to a Faculty Member
- 982 Delivery of written notice to a Faculty Member means: (1) handing it to the Faculty Member personally; or (2) leaving it at his/her office with his/her departmental secretary; or (3) leaving it at his/her last known residence with some person of suitable age and discretion residing therein.
- 983 B. Mailing

984 Notification by mail shall be deemed to have occurred as of the date
posted at a bona fide off-campus United States Postal Service Office and
addressed to the Faculty Member's last known residence.

ARTICLE XXVIII. *OTHER PROVISIONS*

985 A. Agreement Construction

986 The paragraph titles throughout this Agreement are merely editorial iden-
tifications of their related text and do not limit or control that text.

987 B. Saving Clause

988 If, during the life of this Agreement, any of the provisions contained
herein are held to be invalid by operation of law or by any tribu-
nal of competent jurisdiction or if compliance with or enforcement
of any provisions should be restrained by such tribunal pending a
final determination as to its validity, the remainder of this Agree-
ment shall not be affected thereby. In the event any provision herein
contained is so rendered invalid, upon written request of either party
thereto, EMU and the Association shall immediately enter into col-
lective bargaining for the purpose of negotiating a mutually satisfac-
tory replacement for such provision.

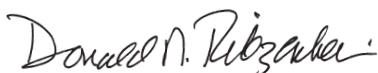
989 C. Graduate School

990 Rules, policies and regulations pertaining to graduate programs are de-
termined by the Graduate School to the extent that no such rule(s),
policy(ies) or regulation(s) or modification thereof shall be contrary
to the clear and express terms of this Agreement, nor shall any such
rule(s), policy(ies) or regulation(s) be administered to detract from
rights clearly and expressly given to the Association or its members
by the terms of this Agreement. The introduction or modification
of rules, policies, or regulations that require Faculty input under the
provisions of Article XIII.A. shall be forwarded to the appropriate
Faculty body (e.g., departmental committee, college council, Fac-
ulty Senate) for consideration and recommendation prior to imple-
mentation by the University.

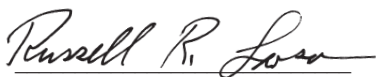
ARTICLE XXIX. *DURATION AND AMENDMENT*

- 991 Agreement shall continue in full force and effect from September 1, 2010 to and including August 31, 2012. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) calendar days prior to the expiration of the Agreement.
- 992 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 993 In witness whereof, this Agreement has been executed by the parties by their duly authorize representatives this 17th day of December, 2010.

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Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources



Russell R. Larson
Chief Negotiator
Interim AVP, AHR



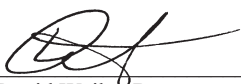
Morell D. Boone, Dean
College of Technology



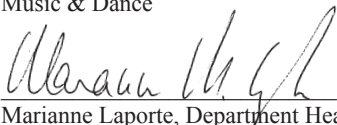
Deborah deLaski Smith, Interim Dean
Graduate School



Byron Bond, Dean, Extended
Programs & Educational Outreach



David Woike, Department Head
Music & Dance



Marianne Laporte, Department Head
Biology

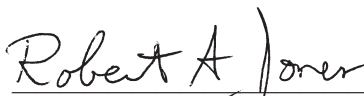


David Trakul, Director
Employment Relations & Policy

EASTERN MICHIGAN UNIVERSITY
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Donna Selman, Chief Negotiator
Associate Professor of Criminology



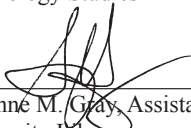
Bob Jones, Associate Professor
Geography & Geology



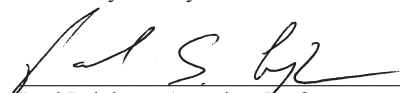
Charles Cunningham, Associate Professor
English Language & Literature



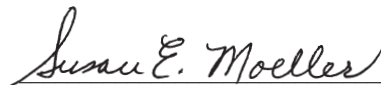
Linda M. Kinczkowski, Associate Professor
Technology Studies



Suzanne M. Gray, Assistant Professor
University Library



Paul Leighton, Associate Professor
Criminology



Susan E. Moeller, President EMU-AAUP
Professor of Accounting

Appendix A

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

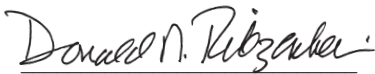
It is agreed and understood that the MFA designated as equivalent to the Ph.D. is intended to reflect the decision of Arbitrator William Haber of June 29, 1977. Accordingly, only Faculty Members covered by that decision shall be considered to be automatically entitled to such equivalencies. However, in those cases in other disciplines where the MFA is determined by EMU and AAUP to be the terminal degree and considered equivalent to a Ph.D., Faculty Members with the MFA in such a discipline shall, upon approval of the parties, have such degree equivalency recognized. A request for such a determination may be initiated by a Department to either EMU or the AAUP.

It is further understood that educational equivalencies which have been or may be included in the Departmental Evaluation Documents developed in accordance with the provisions of Article XIII of the Collective Bargaining Agreement, shall not be construed to imply equivalency for the Ph.D. except in those limited instances where the J.D. degree has been determined in the Department Evaluation Documents to be the appropriate terminal degree for Faculty Members specifically assigned specialized courses related to law and/or the legal system.

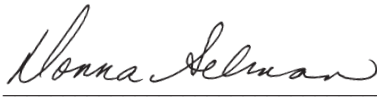
Faculty Members who attain degrees equivalent to the Ph.D. as provided herein, shall not be eligible for compensation for the attainment of the doctorate as provided in Article XVIII.K.

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Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources



Donna Selman, Chief Negotiator
Associate Professor of Criminology

Appendix B

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that the University shall pay Faculty a one hundred fifty dollar (\$150) Honorarium for each portfolio that is assessed under the Prior Learning Portfolio program that is offered through Continuing Education.

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Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources



Donna Selman, Chief Negotiator
Associate Professor of Criminology


Appendix C

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

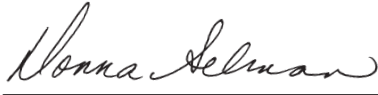
It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that one Faculty Short-term Service Parking space will be available for Faculty Members to load and unload instructional materials used in their teaching assignments off campus, in each of the following parking lots, Smith, Sill, Mark Jefferson, Pray-Harrold, and Roosevelt. In addition EMU agrees to make available parking permits for faculty members to use the referenced parking spaces. The parking permits shall be available in the Office of the Building Administrator of Sill Hall, Rackham, Roosevelt, Pray-Harrold, and Mark Jefferson.

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PROFESSORS



Donald N. Ritzenhein
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Assoc. VP, Academic Human Resources



Donna Selman, Chief Negotiator
Associate Professor of Criminology

Appendix D

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Re: Remedial Mathematics Teachers

It is hereby understood and agreed upon between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that the proposed remedial mathematics teacher positions in the Department of Mathematics do not have a sufficient community of interest with Faculty Members to be deemed EMUAAUP Bargaining Unit Positions in that: a) the level of instruction contemplated for these positions is below the college level; b) minimum required academic credentials may be less than are normally required for Bargaining Unit positions; c) it is not contemplated that remedial mathematics teachers will be required to fulfill a Scholarly/Creative Activity component as a condition of continued employment.

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PROFESSORS



Donna Selman, Chief Negotiator
Associate Professor of Criminology

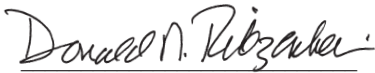
Appendix E

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

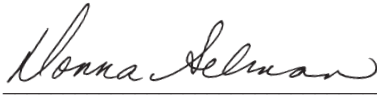
Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors hereby affirm their joint commitment to develop an appropriate forum (e.g. workshops, seminars, etc.) for discussion of issues pertaining to multicultural awareness that will serve to foster an environment of mutual respect, trust and understanding throughout the University Community.

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Assoc. VP, Academic Human Resources



Donna Selman, Chief Negotiator
Associate Professor of Criminology

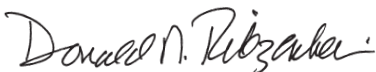
Appendix F

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that before Faculty in any department are requested to undertake a program review they shall be provided with the details of the program review process, including the time-table for reviews and the criteria to be applied in reaching decisions to continue or discontinue programs.

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Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources



Donna Selman, Chief Negotiator
Associate Professor of Criminology

Appendix G

Evaluation of Department Heads/School Directors

It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that the EMU administration, by October 1, 2010, will form a joint committee to assess the effectiveness of, and implement changes to, the department head evaluative procedures and instrument as described in Article XV. H., Evaluation of Department Heads.

This committee shall consist of six (6) voting members: three (3) Faculty Members selected by the AAUP, three (3) department heads/school directors from Academic Affairs appointed by the Provost and Executive Vice President, and the Assistant Vice President for Academic Personnel and Contract Management, who shall also serve as a non-voting member. The committee will be co-chaired by a member appointed by the Provost and Executive Vice President and a member appointed by the AAUP. The Joint Committee will submit its conclusions and recommendations, including the production of evaluative tools and supportive resources, to the AAUP and to the Provost and Executive Vice President no later than April 15, 2011, with the signing of a Memorandum of Understanding between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors. Staff HR will serve as a resource to the committee.

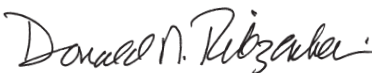
The Joint Committee is charged with the following:

- Insure broad faculty and administrative input into and oversight over the initial process assessment and final implementation of the new procedures and instrument(s);
- Define a process that allows for mutual, unit-wide visioning and advancement of the academic enterprise;
- Develop a formative evaluative instrument that:
 - Is concise, valid, and intuitive;
 - Is adaptable to individual departments/schools;
 - Reflects individual department/school mission, goals, and objectives, as determined by the Academic Review process;
 - Captures best practices among peer institutions and academia at large;
 - Allows for submission of administrative portfolios to inform the evaluative process;
 - Aligns with the university department head/school director job classification specifications; and,
 - Provides opportunities for mutual discussion and overall unit growth among all constituents during the follow-up assessment period.

Joint Committee charges, continued:

- Investigate possibilities for a developmental, stepped sequence of evaluations over a multi-year period (i.e., initial interim, interim, full, etc.);
- Submit recommendations for insuring meaningful faculty engagement in the evaluative process;
- Develop methods to preserve security and confidentiality of all constituents;
- Identify procedures to preserve secure and confidential storage of original evaluation data;
- Determine the viability for an online submission process;
- Outline clear procedures for the analysis of data; and,
- Provide for efficient and timely return and dissemination of evaluation results; and,
- Develop a process and timeline for subsequent review of the evaluation process.

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Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources

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PROFESSORS



Donna Selman, Chief Negotiator
Associate Professor of Criminology

Appendix H

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1. AAUP recognizes EMU's continued right to employ Faculty to develop and/or teach courses to be offered over the Internet, subject to and in accordance with the terms of the parties' Collective Bargaining Agreement and this Memorandum of Understanding.

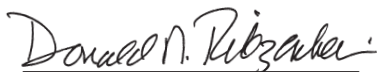
2. It is hereby further agreed that Faculty Members, who agree to develop an Internet course for Eastern Michigan University and receive a stipend for development, will retain all rights of ownership of the materials so developed. The Faculty Member agrees to allow Eastern Michigan University the right to use the course materials on the Internet as provided below, and certifies that all appropriate copyrights were observed.

3. It is agreed that if Continuing Education elects to offer for-credit Internet courses, the Faculty who agree to teach such courses shall be compensated at a rate specified for teaching a Continuing Education course, (Article XVIII, J.1) or as part of load with the approval of their Department Head, the college Dean, and the Associate Vice President for Extended Programs; provided, however, Faculty may be paid in excess of the rate for teaching a Continuing Education course (Article XVIII, J.1) in those instances where market factors require higher rates of pay, which shall be determined by EMU at its sole discretion. Faculty may agree to be paid at rates below the rates specified for a Continuing Education course (Article XVIII, J.1) for teaching courses that do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific Internet course shall be confirmed in writing to the Faculty Members prior to their accepting and undertaking the teaching assignment. Copies of all letters to Faculty Members in confirmation of Continuing Education appointment and the compensation to be paid shall be sent to the AAUP Office within ten (10) days of providing it to the Faculty Member.

4. Faculty who receive a stipend to develop a course, shall be required to teach said course a minimum of three (3) semesters and to revise the course materials as needed, unless the Department Head and Continuing Education agree to waive that minimum requirement. In the event that the Faculty Member is unwilling or unable to meet this commitment, EMU may assign someone else to use the Internet course materials to teach the course with the Faculty Member's concurrence. If the Faculty Member opposes the use of his/her on-line course materials by another Faculty Member or instructor, he/she shall pay a prorated amount of the development fee (e.g. if the course is taught only twice, the Faculty Member shall return one-third of the development fee.) At the Faculty Member's option he/she may sign over the course to EMU. If the University desires to have the course taught in excess of (3) semesters and the Faculty Member is unwilling or unable to teach additional classes the University may assign someone else to teach the course, with the concurrence of the originating Faculty Member. In the event the University assigns another instructor to teach the course, ten percent (10%) of the original development fee will be paid to the originating Faculty Member each time the course is taught.

5. Continuing Education will encourage Faculty Members to cooperatively develop on-line courses.

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A handwritten signature in black ink, reading "Donald N. Ritzenhein". The signature is written in a cursive style with a horizontal line underneath.

Donald N. Ritzenhein
Chief Negotiator
Assoc. VP, Academic Human Resources

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

A handwritten signature in black ink, reading "Donna Selman". The signature is written in a cursive style with a horizontal line underneath.

Donna Selman, Chief Negotiator
Associate Professor of Criminology

Appendix I Health Care Options

Blue Cross Blue Shield of Michigan, a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Community Blue PPO Option 3

Benefits		In-Network		Out-of-Network
Coverage Requirements				
Deductible		Covered – \$250 single, \$750 two or more		Covered – \$1,000 single, \$1,500 two or more
Coinsurance		Covered – 10% general services; 50% private duty nursing*; \$1,000 per member, \$2,000 per family maximum for general services; Covered – 10% in-network; \$1,000 per member, \$2,000 per family maximum for mental health and substance abuse services		Covered – 30% general services; 50% private duty nursing*; \$1,500 per member, \$3,000 per family maximum for general services; Covered – 30% out-of-network; \$1,500 per member, \$3,000 per family maximum for mental health and substance abuse services
Claim Forms		None		Nonparticipating providers only
Conversion Option		Yes		Yes
Pre-Existing Condition		Covered – 100%		Covered – 100%
Dependent Coverage		Covered to the end of the month in which they turn 26. No vision or hearing coverage for Sponsored Dependents.		Covered to the end of the month in which they turn 26. No vision or hearing coverage for Sponsored Dependents.
Hospital Services				
Number of Days of Care		Unlimited		Unlimited
Semi-Private Room or Intensive Care		Covered – 90% after deductible		Covered – 70% after deductible
Surgery and All Related Surgical Services		Covered – 90% after deductible		Covered – 70% after deductible
Anesthesia		Covered – 90% after deductible		Covered – 70% after deductible
Laboratory Tests and X-rays		Covered – 90% after deductible, with limitations ¹		Covered – 70% after deductible, with limitations ¹
Medicines and Drugs		Covered – 90% after deductible		Covered – 70% after deductible
In Hospital Physician Care		Covered – 90% after deductible		Covered – 70% after deductible

Community Blue PPO Option 3

Benefits		In-Network		Out-of-Network	
<i>Outpatient Services</i>					
Office Visit (for illness or injury)		Covered – \$20 copay		Covered – 70% after deductible, must be medically necessary	
Specialist Office Visit		Covered – \$20 copay		Covered – 70% after deductible, must be medically necessary	
Routine Physical Examination		Covered – 100%, one per calendar year		Not covered	
Dermatology Services		Covered – \$20 copay		Covered – 70% after deductible	
Allergy Services		Covered – with limitations ¹		Covered – 70% after deductible, with limitations ¹	
Chiropractic Services		Covered – \$15 copay, up to 24 visits per calendar year		Covered – 70% after deductible, up to 24 visits per calendar year	
Immunizations		Covered – 100% – Pediatric and Adult		Not covered	
Outpatient Surgery		Covered – 90% after deductible		Covered – 70% after deductible	
Occupational Therapy, Physical Therapy, Speech Therapy		Covered – 90%, up to 60 visits per calendar year		Covered – 70 % after deductible, up to 60 visits per calendar year	
Voluntary Family Planning Services		Covered – 90% after deductible, with limitations ¹		Not covered	
Infertility Treatment and Procedures		Covered – 90% after deductible, with limitations ¹		Not covered	
Voluntary Sterilization		Covered – 90% after deductible		Covered – 70% after deductible	
Pregnancy Termination		Covered – 90% after deductible		Covered – 70% after deductible	
<i>Diagnostic and Therapeutic Procedures</i>					
Laboratory Tests		Covered – 90% after deductible		Covered – 70% after deductible	
Radiation Therapy		Covered – 90% after deductible		Covered – 70% after deductible	
Diagnostic X-rays and Tests		Covered – 90% after deductible, with limitations ¹		Covered – 70% after deductible, with limitations ¹	

Community Blue PPO Option 3

Benefits		In-Network		Out-of-Network	
Chemotherapy		Covered – 90% after deductible		Covered – 70% after deductible	
Routine Pap Smear Test		Covered – 100%, one per calendar year (lab test only)		Not covered	
Mammogram		Covered – 100%, one per calendar year, no age restriction		Covered – 70% after deductible, one per calendar year, no age restriction	
Hospital Emergency Room Services					
At participating Hospitals		Covered – \$50 copay, waived if admitted or for an accidental injury		Covered – \$50 copay, waived if admitted or for an accidental injury	
At Non Participating Hospitals in Plan Service Area		Covered – \$50 copay, waived if admitted or for an accidental injury		Covered – \$50 copay, waived if admitted or for an accidental injury	
Ambulance Service		Covered – 100%, must be medically necessary		Covered – 100%, must be medically necessary	
Maternity Services					
Prenatal and Post Partum Care		Covered – 100%		Covered – 70% after deductible	
Delivery in Hospital		Covered – 90% after deductible		Covered – 70% after deductible	
Newborn Examination(Inpatient)		Covered – 90% after deductible		Not covered	
Well-Baby Care (Outpatient)		Covered – 100%		Not covered	
Other Medical Services					
Durable Medical Equipment		Covered – 90% after deductible, with limitations ¹		Covered – 70% after deductible, with limitations ¹	
Prosthetic/Orthotic Devices		Covered – 90% after deductible, with limitations ¹		Covered – 70% after deductible, with limitations ¹	
Home Health Care (Professional Services only)		Covered – 90% after deductible		Covered – 90% after deductible	
Hospice Care		Covered – 100%, limited to lifetime dollar maximum which is adjusted annually by the State		Covered – 100%, limited to lifetime dollar maximum which is adjusted annually by the State	
Skilled Nursing Facility		Covered – 100%, limited to 120 days per calendar year		Covered – 100%, limited to 120 days per calendar year	
Hearing Services		Covered – \$15 copay per visit (exams, tests, hearing aid once every 36 months when provided by participating providers)		Not covered	

Community Blue PPO Option 3

Benefits

In-Network

Out-of-Network

Vision Services	
Eye Exam	Covered – \$5 copay up to \$35. Once every 24 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient
Frames	Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.)
Lenses	Covered – \$10 copay. One pair every 24 months. Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61 mm. Pink lens tint (for glare reduction) are also covered in full.
Contacts	Covered – \$120 applied toward contact lens fitting, evaluation and materials, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.
Therapeutic Contact Lenses	Covered – 100% after \$10 copay, must be medically necessary and VSP Providers must receive prior approval
Prescriptions	
Retail Prescription Drugs	Covered – \$5 for generic, \$25 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$50 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary
	Covered – 75% of approved amount less copay

Community Blue PPO Option 3

Benefits

Out-of-Network

Benefits	In-Network	Out-of-Network
Mail Order Drugs Effective October 1, 2006, the mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy . Specialty drugs are used to treat complex conditions and require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order for specialty drugs only; other prescription medications can continue to be sent to Medco. Walgreens Specialty Pharmacy toll-free telephone number is 1-866-515-1355.	Covered – 90 day supply, \$10 for generic, \$50 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$100 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary. Mail order for maintenance drugs refill is strongly recommended.*	N/A
Retail 90	Covered – 90 day supply, \$10 for generic, \$50 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$100 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary. Retail 90 for maintenance drugs refill is strongly recommended.*	N/A
Birth Control Pills	Covered – \$5 for generic, \$25 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$50 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary	Covered – 75% of amount billed then copay
Birth Control Devices	Covered – 90% after deductible	Covered – 70% after deductible
<i>Mental Health Care as of Jan.1, 2010</i>		
Inpatient Psychiatric Services	Covered – 90% after deductible	Covered – 70% after deductible
Outpatient Visits	Covered – 90%, facility and clinic after deductible Covered – 90%, physician's office after deductible	Covered – 70%, facility and clinic after deductible Covered – 70%, physician's office, after deductible
<i>Alcoholism and Substance Abuse as of Jan.1, 2010</i>		
Inpatient Services	Covered – 90% after deductible	Covered – 70% after deductible
Detoxification	Included in inpatient services above	Included in inpatient services above
Outpatient Services	Covered – 90%, facility and clinic after deductible Covered – 90%, physician's office after deductible	Covered – 70%, facility and clinic after deductible Covered – 70%, physician's office, after deductible

Community Blue PPO Option 4

Benefits		In-Network		Out-of-Network	
<i>Coverage Requirements</i>					
Deductible		None		Covered – \$500 single, \$1,000 two or more	
Coinsurance		None		Covered – 20% out-of-network; \$1,000 per member, \$1,500 per family maximum for general services; Covered – 20% out-of-network; \$1,000 per member, \$1,500 per family maximum for mental health and substance abuse services	
Claim Forms		None		Nonparticipating providers only	
Conversion Option		Yes		Yes	
Pre-Existing Condition		Covered – 100%		Covered – 100%	
Dependent Coverage		Covered to the end of the month in which they turn 26. No vision or hearing coverage for Sponsored Dependents.		Covered to the end of the month in which they turn 26. No vision or hearing coverage for Sponsored Dependents.	
<i>Hospital Services</i>					
Number of Days of Care		Unlimited		Unlimited	
Semi-Private Room or Intensive Care		Covered – 100%		Covered – 80% after deductible	
Surgery and All Related Surgical Services		Covered – 100%		Covered – 80% after deductible	
Anesthesia		Covered – 100%		Covered – 80% after deductible	
Laboratory Tests and X-rays		Covered – 100%, with limitations ¹		Covered – 80% after deductible, with limitations ¹	
Medicines and Drugs		Covered – 100%		Covered – 80% after deductible	
In Hospital Physician Care		Covered – 100%		Covered – 80% after deductible	

Community Blue PPO Option 4

Benefits		In-Network		Out-of-Network	
<i>Outpatient Services</i>					
Office Visit (for illness or injury)		Covered – \$15 copay		Covered – 80% after deductible, must be medically necessary	
Specialist Office Visit		Covered – \$15 copay		Covered – 80% after deductible, must be medically necessary	
Routine Physical Examination		Covered – 100%, one per calendar year		Not covered	
Dermatology Services		Covered – \$15 copay		Covered – 80% after deductible	
Allergy Services		Covered – with limitations ¹		Covered – 80% after deductible, with limitations ¹	
Chiropractic Services		Covered – \$15 copay, up to 24 visits per calendar year		Covered – 80% after deductible, up to 24 visits per calendar year	
Immunizations		Covered – 100% – Pediatric and Adult		Not covered	
Outpatient Surgery		Covered – 100%		Covered – 80% after deductible	
Occupational Therapy, Physical Therapy, Speech Therapy		Covered – 100%, up to 60 visits per calendar year		Covered – 80 % after deductible, up to 60 visits per calendar year	
Voluntary Family Planning Services		Covered – with limitations ¹		Not covered	
Infertility Treatment and Procedures		Covered – with limitations ¹		Not covered	
Voluntary Sterilization		Covered – 100%		Covered – 80% after deductible	
Pregnancy Termination		Covered – 100%		Covered – 80% after deductible	
<i>Diagnostic and Therapeutic Procedures</i>					
Laboratory Tests		Covered – 100%		Covered – 80% after deductible	
Radiation Therapy		Covered – 100%		Covered – 80% after deductible	
Diagnostic X-rays and Tests		Covered – with limitations ¹		Covered – 80% after deductible, with limitations ¹	

Community Blue PPO Option 4

Benefits		In-Network		Out-of-Network
Chemotherapy		Covered – 100%		Covered – 80% after deductible
Routine Pap Smear Test		Covered – 100%, one per calendar year (lab test only)		Not covered
Mammogram		Covered – 100%, one per calendar year, no age restriction		Covered – 80% after deductible, one per calendar year, no age restriction
Hospital Emergency Room Services				
At participating Hospitals		Covered – \$50 copay, waived if admitted or for an accidental injury		Covered – \$50 copay, waived if admitted or for an accidental injury
At Non Participating Hospitals in Plan Service Area		Covered – \$50 copay, waived if admitted or for an accidental injury		Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Service		Covered – 100%, must be medically necessary		Covered – 100%, must be medically necessary
Maternity Services				
Prenatal and Post Partum Care		Covered – 100%		Covered – 80% after deductible
Delivery in Hospital		Covered – 100%		Covered – 80% after deductible
Newborn Examination(Inpatient)		Covered – 100%		Not covered
Well-Baby Care (Outpatient)		Covered – 100%		Not covered
Other Medical Services				
Durable Medical Equipment		Covered – with limitations ¹		Covered – with limitations ¹
Prosthetic/Orthotic Devices		Covered – with limitations ¹		Covered – with limitations ¹
Home Health Care (Professional Services only)		Covered – 100%		Covered – 100%
Hospice Care		Covered – 100%, limited to lifetime dollar maximum which is adjusted annually by the State		Covered – 100%, limited to lifetime dollar maximum which is adjusted annually by the State
Skilled Nursing Facility		Covered – 100%, limited to 120 days per calendar year		Covered – 100%, limited to 120 days per calendar year
Hearing Services		Covered – \$10 copay per visit (exams, tests, hearing aid once every 36 months when provided by participating providers)		Not covered

Community Blue PPO Option 4

Benefits

		In-Network		Out-of-Network
Vision Services				
Eye Exam		Covered – \$5 copay, up to \$35. Once every 24 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient	Covered – \$5 copay, up to \$35. Once every 24 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient	Covered – \$5 copay, up to \$35. Once every 24 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient
Frames		Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.)	Covered – \$10 copay. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.)	Covered – \$10 copay, up to predetermined amount. One frame every 24 months. (A wide selection of quality frames is fully covered by VSP frame allowance. Members should ask which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference)
Lenses		Covered – \$10 copay. One pair every 24 months. Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61 mm. Pink lens tint (for glare reduction) are also covered in full.	Covered – \$10 copay. One pair every 24 months. Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61 mm. Pink lens tint (for glare reduction) are also covered in full.	Covered – \$10 copay, up to predetermined amount. One pair every 24 months. Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61 mm. Pink lens tint (for glare reduction) are also covered in full.
Contacts		Covered – \$120 applied toward contact lens fitting, evaluation and materials, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$105 applied toward contact lens fitting, evaluation and material, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.	Covered – \$105 applied toward contact lens fitting, evaluation and material, member responsible for difference. Once every 24 months. Members may obtain either eyeglasses or contact lenses, but not both.
Therapeutic Contact Lenses		Covered – 100% after \$10 copay; must be medically necessary and VSP Providers must receive prior approval	Covered – 100% after \$10 copay; must be medically necessary and VSP Providers must receive prior approval	Covered – \$210 maximum, member responsible for difference (must be medically necessary)

Community Blue PPO Option 4

Benefits		In-Network		Out-of-Network
<i>Prescriptions</i>				
Retail Prescription Drugs		Covered – \$5 for generic, \$25 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$50 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary	Covered – 75% of approved amount less copay	
Mail Order Drugs Effective October 1, 2006, the mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy . Specialty drugs are used to treat complex conditions and require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order for specialty drugs only, other prescription medications can continue to be sent to Medco. Walgreens Specialty Pharmacy toll-free telephone number is 1-866-515-1355.		Covered – 90 day supply, \$10 for generic, \$50 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$100 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary. Mail order for maintenance drugs refill is strongly recommended.*	N/A	
Retail 90		Covered – 90 day supply, \$10 for generic, \$50 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$100 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary. Retail 90 for maintenance drugs refill is strongly recommended.*	N/A	
Birth Control Pills		Covered – \$5 for generic, \$25 for Preferred brand-name drugs listed on the BCBSM Custom Formulary, \$50 for Nonpreferred brand-name drugs not listed on the BCBSM Custom Formulary	Covered – 75% of amount billed then copay	
Birth Control Devices		Covered – 100%	Covered – 80% after deductible	

Community Blue PPO Option 4

Benefits	In-Network	Out-of-Network
<i>Mental Health Care as of Jan.1, 2010</i>		
Inpatient Psychiatric Services	Covered – 100%	Covered – 80% after deductible
Outpatient Visits	Covered – 100%, facility and clinic Covered – 100%, physician's office	Covered – 80%, facility and clinic; after deductible Covered – 80%, physician's office, after deductible
<i>Alcoholism and Substance Abuse as of Jan.1, 2010</i>		
Inpatient Services	Covered – 100%	Covered – 80% after deductible
Detoxification	Included in inpatient services above	Included in inpatient services above
Outpatient Services	Covered – 100%, facility and clinic; Covered – 100%, physician's office	Covered – 80%, facility and clinic after deductible Covered – 80%, physician's office, after deductible

