

Collective Bargaining Agreement
BY AND BETWEEN

EASTERN MICHIGAN
UNIVERSITY

AND

THE EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

October 3, 2022 – August 31, 2026

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1 Agreement entered into this third (3rd) day of October, 2022 by and between Eastern Michigan
2 University (hereinafter “EMU” or “University”) and the Eastern Michigan University Chapter of
3 the American Association of University Professors (hereinafter “EMU-AAUP” or
4 “Association”).

5 **ARTICLE I. DEFINITIONS**

- 6 A. “EMU” means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher
7 education, and its administrative agent.
- 8 B. “Association” means Eastern Michigan University Chapter of the American Association of
9 University Professors.
- 10 C. “Faculty Member” means a person employed in the Bargaining Unit as defined in [Article III](#).
- 11 D. “Unit” or “Bargaining Unit” means the Faculty Members collectively covered by [Article III](#).
- 12 E. “Provost” means “Provost and Executive Vice President”
- 13 F. “Department” also means “School”.
- 14 G. “Department Head” also means “School Director”. A School Director is not equivalent to a
15 Dean.

16 **ARTICLE II. GENERAL PURPOSE AND INTENT**

17 EMU and the Association recognize their responsibilities under federal, state, and local laws
18 relating to fair employment practices and affirm their commitment to the principles involved in
19 the area of civil rights.

20 The parties agree that neither shall discriminate on the basis of race, creed, sex, color, age,
21 height, weight, marital status, nationality, political belief, sexual orientation, gender identity or
22 gender expression, disability or genetic information, for participation in or affiliation with any
23 labor organization, or any other categories protected by state, federal, or city statutes. The
24 parties agree further, pursuant to relevant sections of the Rehabilitation Act of 1973, the
25 Americans with Disabilities Act of 1990 and Michigan civil rights legislation, that there shall be
26 no unlawful discrimination. This paragraph shall be subject to the Grievance Procedure but not
27 arbitrable.

28 Faculty Members, while not conducting their Faculty responsibilities, shall have the same rights
29 to participate in political activities as other citizens. This statement shall not be construed to
30 constitute an infringement upon the academic freedom of any Faculty Member.

31 EMU and the Association agree that the provisions of this Agreement shall apply to all Faculty
32 Members without discrimination.

33 EMU and the Association fully affirm the principle of academic freedom in both teaching and
34 research. The right of academic freedom shall be the right of every Faculty Member.

35 The general purpose of this Agreement is to set forth terms and conditions of employment and to
36 promote orderly and peaceful relations for the mutual interest of EMU and the Association.
37 EMU and the Association encourage to the fullest degree, friendly and cooperative relations
38 between their respective representatives.

39 **ARTICLE III. RECOGNITION OF ASSOCIATION**

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

57 **ARTICLE IV. EMU'S RIGHT TO MANAGE**

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

63 **ARTICLE V. ASSOCIATION RIGHTS**

64 **A. Information and Data**

65 1. EMU shall furnish the following information and data to the Association:

- 66 a. A list of the members of the Bargaining Unit, showing the name, rank, percentage of
67 appointment, salary, department, tenure status, date of tenure, time in rank, highest
68 relevant academic degree, date of highest relevant academic degree, date of birth,
69 current home address, and home/cellular telephone number. If a Faculty Member has
70 a split appointment, the percentages of their appointment shall be combined and the
71 area where the Faculty Member holds the greatest percentage of appointment
72 reflected as their department. Such list shall be furnished within forty-five (45)
73 working days after the execution of this Agreement and within forty-five (45)
74 working days after the beginning of each semester thereafter.
- 75 b. Interim changes, including promotions, terminations, leaves, and changes to and from
76 administrative status or part-time employment, shall be furnished in writing (e.g.,
77 hard copy, email, or fax) within twenty (20) working days of the end of the month in
78 which the change occurs.
- 79 c. Copies of all offer letters accepted by the Faculty candidates shall be furnished within
80 twenty (20) working days of their approval by the Board of Regents.
- 81 d. Tentative notice of names and addresses of newly hired Faculty Members shall be
82 furnished within twenty (20) working days of the date such Faculty Members first
83 appear on the payroll and receive a paycheck.
- 84 e. A complete University email list of Faculty within twenty (20) working days
85 following the beginning of each semester.
- 86 f. A list of faculty W-2 salaries shall be provided the Association within thirty (30)
87 working days after the end of the calendar year.
- 88 g. Authorization to access and use the Faculty listserv address.
- 89 h. A description of the process employed by EMU for determining entry level salaries
90 for Faculty shall be furnished by October 1st.
- 91 i. An annual report containing an account of the operation of the Sabbatical Leave and
92 Faculty Research/Creative Activity Fellowship program during the preceding year.
- 93 j. Notification when a faculty member receives incorrect pay within five (5) working
94 days from awareness of the incorrect pay.

- 95 k. A list of individual faculty contracts (with names of faculty members and their
96 dependents redacted) enrolled in each healthcare option, by category, shall be
97 furnished to the Association by January 15th of each year.
- 98 l. A list of non-bargaining unit employees (e.g., lecturers) whose principal
99 responsibility is teaching credit-bearing courses and/or professional library service,
100 showing the name, department, current percentage of appointment and most recent
101 date of hire. Such list shall be furnished within twenty (20) working days following
102 the close of each semester.
- 103 m. If not available electronically, copies of minutes of official meetings of the Board of
104 Regents, General Fund Operating Budgets (including all midyear amendments), and
105 the Annual Audited Financial Statement as approved by the Board of Regents.
- 106 n. If not available electronically, copies of Faculty Course Assignments shall be
107 furnished within sixty-five (65) working days following the end of the academic year.
- 108 o. Other documents specifically requested from time to time by the Association that are
109 necessary to the EMU-AAUP's administration of this Collective Bargaining
110 Agreement pursuant to the provisions of the Michigan Public Employment Relations
111 Act. Any such documents that are routinely reproduced for dissemination to the
112 general public without charge shall be provided at no cost to the Association. Other
113 documents shall be provided to the Association at a cost of \$0.06 per page.

114 **B. Association Use of Facilities and Services**

- 115 1. The Association and Association Officers shall, for the purpose of carrying out the
116 business of the Association, have the right to hold meetings in University facilities at
117 such times and places as may be reasonably designated by EMU.
- 118 2. The Association shall have the right to post notices of its activities and matters of
119 Association concerns on bulletin boards designated by EMU.
- 120 3. The Association shall have the right to send the Association Newsletter and other
121 Association notices to Faculty Members through the EMU mail service and EMU email
122 service provided such use these services shall not cause an unreasonable load on such
123 systems. In addition, the Association shall be provided with two (2) EMU email
124 addresses for the use of the Association staff.
- 125 4. The Association shall have the right to have up to three (3) telephone numbers listed in
126 the campus telephone directory.
- 127 5. EMU shall provide the Association four (4) service parking permits for the Association
128 Officers and staff.

129 **C. Association Time**

- 130 1. One and one-quarter (1.25) FTEF released time shall be provided to Association
131 members during Fall and Winter semesters for service that is performed for the mutual
132 benefit of the Association and the University, subject to the following conditions:
- 133 a. No Association member shall receive more than one-half (1/2) released time in any
134 one semester under this section.
- 135 b. The Association shall notify the University at least twenty (20) working days prior to
136 the commencement of a released time assignment, except as provided herein. Said
137 notification shall include the name of the Faculty Member to receive the released time
138 and the purpose of the released time. The twenty (20) working day notification
139 period may be waived by mutual consent of the parties if a Faculty Member
140 previously scheduled for released time is unable to accept the assignment.
- 141 2. During summer semester, a total of seven and a half (7.5) credit hours will be paid for
142 Association members, at the summer salary rate referenced in [Article XVIII](#), for service
143 that is performed for the mutual benefit of the Association and the University. The
144 Association shall provide Academic Human Resources the names of the Faculty
145 Members utilizing the seven and a half (7.5) credit hours at least twenty (20) working
146 days prior to commencement of the Summer term.

147 **D. Selection of Negotiators**

148 Neither party in any negotiations shall have any control over the selection or number of the
149 negotiating representatives of the other party. The parties mutually pledge that their
150 representatives shall have all the necessary power and authority to make proposals and
151 consider proposals in the course of negotiations. The Agreement shall not be binding until
152 ratified by the Board of Regents of the University and the Association.

153 **E. Preparation of Final Agreement**

154 EMU and the Association agree that within two (2) months of the signing of the tentative
155 Agreement that the parties will mutually agree on the final text of this Agreement; the final
156 text will then be placed online by EMU's Academic Human Resources website in a
157 searchable electronic format.

158 **ARTICLE VI. ASSOCIATION MEMBERSHIP AND DUES**

159 **A. Membership in the Association**

160 During the term of this Agreement, and in accordance with and to the extent of any
161 applicable state or federal laws, every Faculty Member shall have the choice of whether or
162 not to become a member of the Association. Financial support of the Association is not a
163 condition for employment.

164 Members of the Bargaining Unit who choose not to become or continue as members of the
165 Association must submit written notice to Academic Human Resources and the Association.
166 Payroll deductions of membership dues shall remain in effect until revoked in writing by the
167 Faculty Member. When revoked, deduction of membership dues will cease as of the payroll
168 period following the receipt of the notice by EMU.

169 For those members of the Bargaining Unit who choose to become members of the
170 Association by tendering membership dues, the following terms described below will apply.

171 **B. Membership Dues and Method of Payment**

172 The membership dues shall be tendered commencing with the first paycheck in October for
173 new faculty appointed for the fall semester and the first paycheck in February for new faculty
174 appointed for the winter semester provided that the EMU-AAUP provides the dues cards to
175 EMU by September 15th for the fall and January 15th for winter term. Commencement of
176 employment will be interpreted as one (1) calendar week prior to the first day of fall classes.
177 For those faculty members starting after the beginning of the semester, the starting date in
178 their offer letter will be interpreted as their commencement of employment date.

179 The membership dues provided for herein shall be paid on a semi-monthly basis by payroll
180 deduction made pursuant to a properly executed Payroll Deduction Authorization form
181 delivered to EMU.

182 **C. Certification of Membership Dues**

183 The Association shall submit to EMU's Payroll Office written certification of those Faculty
184 Members who have signed Payroll Deduction Authorization forms and notification of a
185 uniform percentage of total earnings, if appropriate, to be deducted for each Faculty Member.

186 **D. Payment by Payroll Deduction**

187 During the life of this Agreement, and in accordance with and to the extent of any applicable
188 state or federal laws, EMU agrees to deduct the semi-monthly membership dues as provided
189 for in VI.B. above, proportionately each deduction period, from the wages of all Faculty
190 Members who have, on a form satisfactory to EMU and the Association, individually and
191 voluntarily given EMU written authorization to make said deductions. Membership dues
192 deductions shall be deposited, through direct deposit, in a bank designated by the Association

193 within ten (10) working days after the end of each month. The Association assumes full
194 responsibility for the disposition of all monies deducted once they have been forwarded to
195 the Treasurer of the Association as set forth above.

196 **E. Delivery of Executed Payroll Deduction Authorization Form**

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

203 **F. Limits of Deductions Required to Be Made by EMU**

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

211 **G. Termination of Payroll Deduction**

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

217 **H. Refunds**

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

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

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

226 **J. Public Act 349**

227 In the event 2012 Public Act 349 is repealed or rendered ineffective as a result of voter, final
228 judicial determination (including the exhaustion of all available appeals), or legislative
229 action, the provisions of [Article VI](#) “Association Membership Dues and Service Fees,”
230 contained in the 2012-2015 Collective Bargaining Agreement between EMU and the
231 Association, shall become effective per the time-frame established by such voter, judicial, or
232 legislative action, so long as such Provisions are in compliance with the law.

233 **K. EMU Save Harmless**

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

238 **ARTICLE VII. GRIEVANCE PROCEDURE**

239 **A. Scope**

240 Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties
241 intend that, so far as reasonably possible, such complaints will be resolved between the
242 Faculty Member and the administrative agent of EMU immediately involved.

243 A grievance is defined as a written allegation that there has been a breach, misinterpretation,
244 improper application, or failure to act pursuant to this Agreement.

245 Except as otherwise specifically provided in this Agreement, any grievance of a Faculty
246 Member or group of Faculty Members shall be adjusted as stated in this Article VII.

247 It is hereby agreed between EMU and the EMU-AAUP that the personal information
248 contained or disclosed in a grievance is considered confidential. The University agrees to
249 honor this confidentiality in all steps during and after the process of the grievance resolution.
250 In particular, the University agrees that it is improper for administrators to disclose any
251 information about a faculty grievance, or the grievance itself, to anyone who is not
252 contractually part of said grievance and/or its resolution process. The University further
253 agrees that it is improper to disclose grievance information to persons who do not otherwise
254 have a need to know in order to process or administer the grievance.

255 **B. Construction**

256 Adjustment of a grievance at any step shall be reduced to writing in a standard format that
257 references or specifies the grievance filing number, a detailed description of the grievance
258 resolution, signature lines for all parties (or their representatives) involved, and date of
259 signatures. The resolution of a grievance shall not add to, subtract from or modify the terms
260 of this Agreement, or serve as a precedent in the future interpretation or application of the
261 terms of said Agreement, unless done so in writing and approved by EMU's Assistant Vice
262 President for Academic Affairs and the Association's President, or their respective designees.
263 Any such agreement reached between the Association and EMU shall be binding on the
264 Association, EMU and Faculty Members.

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

268 **C. Basic Provisions**

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

- 273 2. The Association's Grievance Officer and EMU's Assistant Vice President for Academic
274 Affairs shall be provided with a copy of all written grievances, grievance adjustments,
275 grievance withdrawals, grievance denials, notices of appeal, notices of extension, notices
276 of filing of objections, and all other correspondence exchanged between the Association's
277 and EMU's representatives pursuant to the processing of grievances as herein provided.
278 Said copies shall be provided concurrently with the transmittal of the original
279 correspondence exchanged between the parties' representatives.
- 280 3. No Faculty Member or group of Faculty Members, other than the Association, shall have
281 the right to initiate an arbitration proceeding hereunder.
- 282 4. At the third step of the grievance procedure and at arbitration hearings, the grievant(s)
283 shall have the right to have legal counsel present at their own expense.
- 284 5. Failure to initiate any grievance within the time limits specified herein on the part of the
285 Association or the grievant(s) shall bar further processing of the grievance. Failure to
286 appeal any grievance within the time limits specified herein on the part of the Association
287 or the grievant(s) shall cause the grievance to be resolved on the basis of the last
288 administrative decision concerning the matter(s) at issue and bar further processing of the
289 grievance. Unless extended by mutual consent of the parties' representatives at the
290 respective steps of the grievance procedure, the time limits specified herein shall be the
291 maximum time allowed. Failure to comply with the time limits on the part of any
292 administrative agent shall permit the grievance to proceed to the next step.
- 293 6. A Faculty Member who participates in the grievance procedure shall not be subject to
294 discipline or reprisal because of such participation.

295 **D. Procedure and Time Limits: Initiation**

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

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

312 **E. Procedure and Time Limits: Step One**

313 Upon receipt of the written grievance, a copy of which shall be provided by the EMU-AAUP
314 to the Assistant Vice President for Academic Affairs on the day it is filed, the Department
315 Head or other designated administrative agent shall promptly arrange a meeting through the
316 EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance
317 Officer and, at the Grievance Officer's option, one additional person deemed necessary for
318 the resolution. The Department Head or other designated administrative agent may bring
319 such other persons as deemed appropriate. If at the time of the meeting, the grievant(s) is on
320 an approved leave or during summer term, the grievant(s) may appear via remote means.
321 This discussion shall be completed within seven (7) working days after the required initiation
322 notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s),
323 the Association's Grievance Officer and the Department Head, or other designated
324 administrative agent, the adjustment will be reduced to writing, signed by the parties, and a
325 copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for
326 Academic Affairs. If there is no adjustment, the Department Head, or other designated
327 administrative agent, must present their reasons for denial of the grievance in writing to the
328 grievant(s) with a copy to the EMU-AAUP Office and the Assistant Vice President for
329 Academic Affairs. The Department Head or administrative agent shall reduce the adjustment
330 to writing or provide the reasons for denial of the grievance in writing to the grievant(s)
331 within five (5) working days following the Step One meeting. If within five (5) working
332 days of receipt thereof, EMU's Assistant Vice President for Academic Affairs or their
333 designee, serves the Association's Grievance Officer with written notice of objection to the
334 adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms
335 of this Agreement, said adjustment shall be deemed null and void and the grievance
336 remanded for further review at Step One. Within seven (7) working days of notice of
337 remand, the parties' Step One representatives and the grievant(s) shall complete the review.
338 The grievance shall thereafter be further processed, adjusted or appealed within the timelines
339 and procedures set forth in this Grievance Procedure.

340 **F. Procedure and Time Limits: Step Two**

341 If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty
342 Members or the Association may, within five (5) working days of the Step One answer,
343 which shall also be concurrently provided to the Assistant Vice President for Academic
344 Affairs, appeal the grievance, in writing, to the appropriate Dean or other designated
345 administrative agent, setting forth their objections to the Step One answer. Upon receipt of
346 the written appeal or at the signed written notice when initiation is at Step Two, the Dean or
347 other designated administrative agent shall promptly arrange a meeting through the EMU-
348 AAUP office to discuss the grievance with the grievant(s), the Association's Grievance
349 Officer and, at the Grievance Officer's option, one additional person they deem necessary for
350 the resolution. The Dean or other designated administrative agent may bring other persons as
351 they deem appropriate. If at the time of the meeting, the grievant(s) is on an approved leave
352 or during summer term, the grievant(s) may appear via remote means. It is not appropriate at
353 this level for the grieved department head or other grieved administrative agent involved at

354 the Step One grievance hearing to be present at a Step Two grievance hearing. This
355 discussion shall be completed within seven (7) working days after the filing of the grievance
356 at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the
357 Association's Grievance Officer and the Dean or other designated administrative agent, the
358 adjustment will be reduced to writing, signed by the parties, and a copy provided to each
359 signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If
360 there is not adjustment, the Dean or other designated administrative agent must present their
361 reasons in writing to the grievant(s) with a copy to the EMU-AAUP office and the Assistant
362 Vice President for Academic Affairs. The Dean or administrative agent shall reduce the
363 adjustment to writing or provide the reasons for denial of the grievance in writing to the
364 grievant(s) within five (5) working days following the Step Two meeting. If, within five (5)
365 working days of receipt thereof, EMU's Assistant Vice President for Academic Affairs, or
366 their designee, serves the Association's Grievance Officer with written notice of objection to
367 the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the
368 terms of this agreement, said adjustment shall be deemed null and void and the grievance
369 remanded for further review at Step Two. Within seven (7) working days of notice of
370 remand, the parties' Step Two representatives and the grievant(s) shall complete their review.
371 The grievance shall thereafter be processed, adjusted or appealed within the timelines and
372 procedures as set forth in this Grievance Procedure.

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

374 If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty
375 Members, or the Association may, within five (5) working days of the Step Two written
376 answer, appeal the grievance, in writing, through the Office of the Assistant Vice President
377 for Academic Affairs, to Step Three, setting forth their objections to the Step Two answer.

378 At Step Three, the Review Board, shall consist of not more than four (4) persons designated
379 by EMU, one of whom shall be the Assistant Vice President for Academic Affairs, and an
380 equal number of persons designated by the Association, excluding the grievant(s), grieved
381 Department Head, Dean or other grieved administrative agent(s) involved in the previous
382 Step One or Step Two grievance hearings as Review Board members.

383 The Review Board shall promptly arrange a meeting to discuss the grievance and the written
384 answers and appeals, or the signed written notice when initiation is at Step Three, with the
385 grievant(s) and such other persons as the Review Board deems appropriate.

386 If the grievance is initiated at Step Three, all meetings will be scheduled within twenty (20)
387 working days to complete the discussion.

388 If the grievance was not adjusted at Step Two and is appealed to Step Three, all meetings will
389 be scheduled within fifteen (15) working days to complete the discussion.

390 If the grievance can be adjusted, within the fifteen (15) or twenty (20) day discussion period,
391 to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to
392 writing and signed by the Association's President and EMU's Assistant Vice President for

393 Academic Affairs, or their respective designee and communicated by the Assistant Vice
394 President for Academic Affairs or their designee to the grievant(s), with a copy to the
395 Association. If the grievance is adjusted at Step Three, said adjustment shall be final and
396 binding upon all parties.

397 If there is not an adjustment, within the fifteen (15) or twenty (20) day discussion period, the
398 Assistant Vice President for Academic Affairs must present their reasons in writing to the
399 grievant(s) with a copy to the Association.

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

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

421 **I. Procedure and Time Limits: Arbitrator's Decision and Award**

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

430 **ARTICLE VIII. LAYOFF AND RECALL**

431 **A. General Layoff Provisions**

432 The following procedure shall be followed should EMU determine to reduce the number of
433 Faculty Members within a department or program owing to its curtailment or elimination,
434 owing to a reduction, reallocation, or elimination of financial resources within a department,
435 college or the University, owing to programmatic changes resulting from a Program Review
436 conducted with appropriate Faculty input, owing to a bona fide financial exigency, or owing
437 to an enrollment decline or a reasonably anticipated enrollment decline. Before Faculty
438 Members in any department are requested to undertake a Program Review they shall be
439 provided with the details of the Program Review process, including the timetable for reviews
440 and the criteria to be applied in reaching decisions to continue or discontinue programs.

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

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

456 **B. Alternatives to Layoff**

457 1. In those instances where there are sufficient courses available, Plan C, C1 or C2 shall be
458 utilized before the actual layoff of Faculty Members unless it is agreed not to use any or
459 all such alternatives by a majority of the full-time Faculty Members in a department and
460 EMU. Retirement as an Alternative to Layoff, as provided for in [Article XX](#), shall also
461 be made available to Faculty Members in departments and/or programs where EMU has
462 decided to reduce the number of Faculty Members. It is further agreed that any of the
463 plans referenced in this Section B or in Section C below may also be utilized for purposes
464 other than averting layoff upon the agreement of EMU and any individual Faculty
465 Member(s).

466 2. Plan C: Distribution of a teaching load to include a full-time appointment during either
467 the fall or winter semester as one (1) base semester, and a full-time appointment during
468 the summer term, as the other base semester. A Faculty Member on Plan C shall receive

469 their academic year salary during a twelve (12) month period, which will be paid in
470 twenty-four (24) consecutive semi-monthly payments.

471 3. Plan C1: Distribution of a teaching load to include a full-time appointment during either
472 the fall or winter semester as one (1) base semester, and a half-time appointment during
473 either the fall or winter semester and a full-time appointment during the summer term, as
474 the other base semester. A Faculty Member on Plan C1 shall receive their academic year
475 salary during a twelve (12) month period, which will normally be paid in twenty-four
476 (24) consecutive semi-monthly payments.

477 4. Plan C2: Distribution of a teaching load to include less than a one hundred percent
478 (100%) appointment in one (1) year and more than a one hundred percent (100%)
479 appointment in the alternate year. Distribution of each year's appointment may include
480 any combination of fall, winter, and summer terms as is agreeable to the Faculty Member
481 receiving said appointment and EMU. In the computation of the two hundred percent
482 (200%) employment obligation of the Faculty Member during a two (2) year Plan C2
483 appointment, full-time summer sub-term appointments shall each be credited as twenty-
484 five percent (25%) and full-time fall and/or winter appointments shall each be credited as
485 fifty percent (50%). A Faculty Member on Plan C2 shall receive their salary in an
486 amount commensurate with the percentage of appointment for each term worked.

487 Prior to appointment to Plan C2, the Faculty Member shall enter into a written agreement
488 with the Provost on behalf of EMU, specifying the academic terms in which they are
489 obligated to teach, the percentage of their appointment in each term, what is to happen in
490 the event either party wishes to terminate the agreement prior to the end of the two (2)
491 year period, and such other terms and conditions as EMU may prescribe.

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

499 **C. Additional Alternatives to Layoff**

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

503 Within fifteen (15) days of receipt of notice of layoff, a Faculty Member who desires to meet
504 with EMU to discuss additional alternatives to layoff shall submit a written request for a
505 Special Conference to the Assistant Vice President for Academic Affairs. Upon receipt of
506 the Faculty Member's request, the Assistant Vice President will schedule a Special
507 Conference with the Faculty Member, the Department Head, Dean, a representative from

508 EMU-AAUP, and, if desired, a Faculty Member of the Faculty Member's choice. At the
509 Special Conference the parties will discuss the below referenced alternatives to layoff and, as
510 appropriate, offer suggestions for further investigation of the Faculty Member.

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

519 The Assistant Vice President shall then process the Faculty Member's application through
520 appropriate administrative channels for decision. If a Faculty Member is extended an
521 alternative to layoff, their official notice of appointment shall expressly state the terms and
522 conditions of that appointment. If the Faculty Member is denied an alternate placement, the
523 appropriate administrative agent will provide a written explanation for such decision.
524 Recognizing that the suitability of a particular alternative to layoff will depend upon the
525 professional qualifications of the Faculty Member(s) involved, the University's needs and
526 other related factors that cannot be foreseen, the decision to avail itself of any, all or none of
527 the following alternatives to layoff, either with regard to any single layoff or group of
528 layoffs, must remain a matter of managerial judgment and discretion and shall not in any
529 instance be deemed mandatory. Accordingly, the decision not to utilize any of the plans set
530 forth below shall not be subject to review under the grievance and arbitration provisions of
531 this Agreement.

532 1. Teaching Reassignment

533 A partial or total teaching reassignment of a Faculty Member to another department or
534 program which maintains the Faculty Member in a full-time teaching appointment may
535 be offered as an acceptable alternative to layoff. If a Faculty Member is partially or
536 totally reassigned to another academic department, their salary shall remain the same as
537 in the home department, irrespective of whether said assignment is to teach courses
538 formerly taught by regular Faculty or Lecturers; provided, however, that if the Faculty
539 Member is placed in an area or program totally funded by Lecturer replacement, they
540 shall receive the Lecturer rate of pay. Fringe benefits received by the Faculty Member
541 shall be subject to the provisions of [Article XIX](#).

542 Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity
543 Fellowships, and accrual of service-rank credit for the purpose of layoff and recall
544 retention priorities shall be calculated as if the Faculty Member were holding a full-time
545 assignment in their home department. The Faculty Member shall also retain rank and
546 tenure status in their home department and be returned to full-time assignment in their
547 home department in accordance with the recall procedures in [Article VIII.F](#), below.
548 During the period of reassignment, the Faculty Member who is reassigned shall be

549 evaluated pursuant to the provisions of [Article XV](#) by each Department to which they are
550 assigned. The Faculty Member shall meet with the appropriate Department Head to
551 establish scholarly and/or creative activity and service expectations commensurate with
552 the percentage of the Faculty Member's appointment to each Department.

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

557 2. Partial Replacement of Bargaining Unit Duties

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

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

572 The Faculty Member shall retain their rank and tenure status, receive such fringe benefits
573 as are provided to other Faculty Members and shall remain in the Bargaining Unit as long
574 as the percentage of their appointment as a Faculty Member is fifty percent (50%) or
575 greater. In the event that a Faculty Member's Faculty appointment falls below fifty
576 percent (50%) and their non-Bargaining Unit assignment is fifty percent (50%) or greater,
577 they shall be removed from the Bargaining Unit for the period of time that they continue
578 to be employed at fifty percent (50%) or more in the non-Bargaining Unit position.

579 The Faculty Member's compensation for work outside the Bargaining Unit shall be based
580 exclusively on their years of service as a Faculty Member at Eastern Michigan University
581 and shall be determined as follows:

582 a. If the Faculty Member has accrued 1-2 years of service as a Faculty Member at EMU
583 at the time of a reduction in their Faculty appointment and is accorded partial
584 reassignment to a non-Bargaining Unit position, they shall receive:

585 (1) their Faculty base salary, pro-rated to reflect the reduction of the Faculty
586 appointment; plus,

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

591 b. If the Faculty Member has accrued 3-5 years of service as a Faculty Member at EMU
592 at the time of a reduction in their Faculty appointment and is accorded a partial
593 reassignment to a non-Bargaining Unit position, they shall receive:

594 (1) their Faculty base salary, pro-rated to reflect the reduction of the Faculty
595 appointment; plus,

596 (2) a pro-rated annual salary at the twenty-fifth (25th) percentile of the salary range
597 set forth in the University Salary Schedule for the classification and pay grade of
598 the position to which the Faculty Member is partially reassigned, based on the
599 percentage of the reassignment.

600 c. If the Faculty Member has accrued 6 or more years of service as a Faculty Member at
601 EMU at the time of a reduction in their Faculty appointment and is accorded a partial
602 reassignment to a non-Bargaining Unit position, they shall receive:

603 (1) their Faculty base salary, pro-rated to reflect the reduction of the Faculty
604 appointment; plus,

605 (2) a pro-rated annual salary at the fortieth (40th) percentile of the salary range set
606 forth in the University Salary Schedule for the classification and pay grade of the
607 position to which the Faculty Member is partially reassigned, based on the
608 percentage of the reassignment.

609 Fringe benefits received by the Faculty Member shall be subject to the provisions of
610 [Article XIX](#).

611 The Faculty Member shall be returned to full-time appointment in accordance with the
612 recall procedures in [Article VIII.F](#), below. If the Faculty Member remained in the
613 Bargaining Unit for the duration of their partial reassignment and is returned to full-time
614 Faculty assignment in their original department, the Faculty Member shall receive the
615 same rank, tenure status and credit for years of service as if they had remained a full-time
616 Faculty Member.

617 If the Faculty Member is removed from the Bargaining Unit, as provided above, and is
618 later returned to full-time service in their original department in accordance with the
619 recall procedures in [Article VIII.F](#), below, upon return the Faculty Member shall receive
620 the same rank, tenure status, and credit for years of service held at the time of transfer
621 from the Bargaining Unit.

622 3. Transfer to a Full-Time Non-Bargaining Unit Position

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

631 The Faculty Member's compensation for work outside the Bargaining Unit shall be based
632 exclusively on their years of service as a Faculty Member at Eastern Michigan University
633 and shall be determined as follows:

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

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

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

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

651 The Faculty Member shall be returned to full-time service in their original department in
652 accordance with the recall procedures in [Article VIII.F.](#) below. Upon return, the Faculty
653 Member shall receive the same rank, tenure status, and credit for years of service held at
654 the time of transfer.

655 4. Retraining

656 A Retraining Plan appropriate to the needs of the department where a Faculty Member
657 wishes to be placed may also be offered as an acceptable alternative to layoff. Such plan
658 must be approved by the Department Personnel Committee, the Department Head, the

659 Dean, and the Provost's Office. The Faculty Member shall be placed on unpaid leave of
660 absence for a duration not to exceed one year. EMU shall provide tuition remission at the
661 same rate as provided in [Article XIX.M.](#) if courses or training are taken at EMU.

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

668 5. Reduced Service Appointment

669 A Faculty Member may be offered a reduced service appointment. The Faculty Member
670 shall receive a reduced salary proportionate to their full-time academic year base salary.
671 Eligibility for promotion, tenure, leaves and Faculty Research/Creative Activity
672 Fellowships and accrual of service-rank credit for the purpose of layoff and recall
673 retention priorities shall be calculated as if the Faculty Member were holding full-time
674 appointment. The Faculty Member shall retain their rank and tenure status. The Faculty
675 Member shall be returned to full-time appointment in accordance with the recall
676 procedures in [Article VIII.F.](#) below. The Faculty Member shall remain in the Bargaining
677 Unit and shall receive Fringe Benefits as provided for in [Article XIX.](#)

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

681 D. Layoff Procedure

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

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

- 691 a. Taught the course at least twice in the last five (5) years it has been offered, or
- 692 b. Been actively engaged in Scholarly/Creative Activity within the last two (2) years
693 immediately preceding notice of layoff, at a level commensurate with departmental
694 expectations for a rating of average at the Assistant Professor level as specified in the

695 Departmental Evaluation Document in the specified subject area to which they may
696 be assigned.

697 2. Retention Priorities

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

704 b. Tenured Faculty Members shall have priority for retention over probationary Faculty
705 Members in the same department or program.

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

708 d. Between probationary Faculty Members with equal rank, retention priority shall be
709 based on the following criteria, in sequence:

710 (1) length of service in rank.

711 (2) highest relevant academic degree.

712 (3) total length of service at EMU.

713 (4) date of highest relevant academic degree.

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

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

718 (1) length of service in rank.

719 (2) total length of service at EMU.

720 (3) highest relevant academic degree.

721 (4) date of highest relevant academic degree.

722 g. Tenured Faculty Members who are subject to layoff shall receive at least two (2)
723 semester notice prior to the effective date of the layoff or pay in lieu thereof. Non-
724 tenured Faculty Members who are subject to layoff shall receive at least one (1)

725 semester's notice prior to the effective date of the layoff or pay in lieu thereof.
726 Notice shall be considered timely so long as it is mailed prior to the first (1st) day of
727 the semester of the one (1) or two (2) semester periods referenced above. The first
728 day of the semester shall be the day designated as the beginning of the semester in the
729 official University calendar. Notice shall be deemed to be received as of the date
730 mailed via certified U.S. Mail.

731 **E. Rights While on Layoff**

- 732 1. Members of the Bargaining Unit subject to or on layoff status shall be given preference
733 over new hires in filling vacant positions in the Bargaining Unit for which they are
734 qualified. A Faculty Member hired to such vacant position shall have their salary
735 adjusted to reflect the current market salary of the new department for their rank and
736 years of service. Appointments to such Bargaining Unit vacancies and rank shall be
737 subject to the provisions of [Article XIV](#). Such Faculty Members shall be considered to
738 be on layoff status from their original departments in accordance with the provisions of
739 [Article VIII.F](#).
- 740 2. A position held by a Lecturer shall be considered vacant upon the termination of their
741 appointment, when filling positions which are available in the University under the
742 provisions of [Article VIII.E.1](#). above.
- 743 3. A Faculty Member's fringe benefits shall terminate effective at the end of the month in
744 which they are laid off. A Faculty Member who is laid off may, however, continue their
745 group medical, dental and life insurance benefits at the full group rate, for a period not to
746 exceed eighteen (18) months, unless the COBRA requires a longer period of continuation
747 of medical and dental benefits in the circumstances of an individual Faculty Member. If
748 COBRA requires a longer continuation period for a particular Faculty Member, the
749 Faculty Member may continue their group medical and dental benefits at the full group
750 rate for the entire period prescribed by COBRA. Proper application and arrangements for
751 payment for continued benefits must be made in the Benefits Office. Elections to
752 continue medical and dental benefits must be made within sixty (60) days of the later of:
753 (1) the date upon which medical and dental coverage provided by EMU terminates due to
754 layoff, or (2) the date upon which the Faculty Member receives notice from the Benefits
755 Office that they are eligible to continue medical and dental coverage under COBRA.
756 Elections to continue life insurance must be made by no later than thirty (30) calendar
757 days prior to the commencement date of the layoff. If such application and arrangements
758 are not made as herein described, the Faculty Member's benefits shall automatically
759 terminate as provided above.
- 760 4. Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans
761 on a calendar year quarterly basis with such liability commencing with the date the
762 Faculty Member is removed from the active payroll and continuing until such time as the
763 Faculty Member returns to the active payroll. The initial payment shall be for the period
764 commencing with the date the Faculty Member is no longer eligible for benefits paid for
765 by EMU, through the end of that calendar year quarter. Payments thereafter shall be

766 remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the
767 beginning of each succeeding calendar year quarter.

768 **F. Recall Procedures**

769 1. Non-tenured Bargaining Unit members shall be eligible for recall for one (1) academic
770 year following the effective date of layoff.

771 2. Tenured Faculty Members shall be eligible for recall for four (4) academic years
772 following the effective date of layoff.

773 3. A Faculty Member who held a tenured appointment on the date of release by reason of
774 layoff may resume their tenured assignment upon recall. The Faculty Member shall
775 receive the same credit for years of service held on the date of layoff, and shall receive at
776 least the same academic year [eight (8) months] base salary they received at the time of
777 layoff plus any increases that have been received.

778 4. Recall shall be in inverse order of release provided the Faculty Member being recalled is
779 qualified for the available position.

780 5. Faculty Members shall notify EMU in writing by certified letter each July following their
781 layoff date of their availability for recall. Failure to provide such notice shall release
782 EMU from any obligation to recall the Faculty Member thereafter.

783 6. EMU's obligation to recall a Faculty Member shall be satisfied by sending a certified
784 letter to the Faculty Member at the last address filed with the Office of the Provost or
785 such other office as EMU may designate for the retention of Faculty Personnel files. In
786 the event the recalled Faculty Member does not notify EMU by certified mail of
787 acceptance of recall within thirty (30) calendar days of the date of mailing of said notice,
788 the Faculty Member shall be deemed to have refused recall and to have terminated their
789 employment with EMU.

790 7. The released Faculty Member's position shall not be filled by a replacement during the
791 period in which the Faculty Member is eligible for recall unless the Faculty Member has
792 been offered reappointment and has declined or has failed to respond as hereinabove
793 provided.

794 **ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS**

795 **A. Professional Responsibilities**

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

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

807 With respect to Scholarly/Creative Activity, Faculty Members have responsibility to engage
808 in pursuits that help to further organize and contribute to growth of the body of knowledge in
809 their respective disciplines, and/or to explore interdisciplinary implications.

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

813 Furthermore, EMU and the Association agree that the primary professional responsibility of
814 Faculty Members is Instruction (including academic advising) or professional library service,
815 supported by active participation in Scholarly/Creative Activity (e.g., research) and Service.
816 It is recognized that Instruction entails a number of particular obligations which Faculty
817 Members are expected to fulfill, including, but not limited to, such obligations as meeting
818 assigned classes, assigning and submitting grades in accordance with established University
819 schedules, and providing such information as corrected class lists as may be required by
820 EMU. Further, EMU and the Association agree that Faculty Members shall have the
821 professional responsibility of reporting all absences from regularly scheduled duties to their
822 Department Head, participating in committee activities, maintaining ten (10) hours a week
823 for student consultation, which are scheduled at times most beneficial to students,
824 participating in activities such as orientation and registration, and participating in ceremonial
825 academic functions such as convocations and commencement.

826 Faculty members have the responsibility to manage the learning environment and should
827 make reasonable efforts to resolve issues whenever possible. When such reasonable efforts
828 fail, the faculty member may remove the student from the current setting.

829 If the faculty member believes the student has violated the Student Conduct Code, the faculty
830 member may report the violation and remove the student from the current setting until such
831 time as the Student Conduct office conducts its investigation and makes an assessment.

832 EMU agrees the procedures in the Academic Administrator's Guide to Classroom
833 Management will be followed. Changes to the Academic Administrator's Guide to
834 Classroom Management shall be mutually agreed upon by EMU Administration and the
835 Association.

836 **B. Work Load**

837 1. It is recognized that a full-time faculty position includes many professional duties and
838 responsibilities in instruction, scholarly/creative activities and service. While it is not
839 possible or desirable to establish the same load or credit hour production for each Faculty
840 Member, it is assumed that a twelve (12) credit hour teaching load is the norm for the Fall
841 and Winter semesters and that a six (6) credit hour teaching load is the norm for the
842 summer term (total in all summer sub-terms).

843 a. Equivalencies: The established credit hours of a course are used to determine
844 teaching load. The Departmental Input Document (DID) indicates exceptions to this
845 rule, such as, but not limited to:

846 (1) large sections of a single course;

847 (2) supervision of special learning activities when such activities and/or projects are a
848 significant part of the Faculty Member's workload (e.g., composition or writing
849 intensive courses, supervision of independent studies and/or thesis/final projects,
850 chairing or serving as a member on a preliminary and/or dissertation committee)
851 and selection and supervision of graduate assistants, coordination, selection, and
852 placement of cooperative education students;

853 (3) graduate courses where the nature of the instruction requires significantly greater
854 preparation than an undergraduate course;

855 (4) supervision of field activities such as practice teaching, clinical affiliation,
856 internship, and cooperative education;

857 (5) courses for which mandated contact hours exceed credit hours;

858 (6) team-taught courses

859 b. Release Time: A faculty member may receive release from teaching (a teaching load
860 less than 12 hours) as approved by the Department Head and the Dean. A letter
861 should document the amount of release, the expectations of work done while on
862 release, and the completion date of the release. Faculty shall give input on the
863 assignment of departmental release time. All Department Faculty need to be notified
864 of available and assigned release time. Release may be considered for a variety of
865 duties and responsibilities such as, but not limited to:

- 866 (1) extraordinary obligations in the area of Scholarly/Creative Activity or research;
- 867 (2) laboratory supervision, planning, and/or equipment/facility maintenance;
- 868 (3) participation in and/or administration of grant projects;
- 869 (4) extraordinary service or committee obligations, such as coordination of advising,
870 program coordination, multiple-section course supervision, and other
871 administrative duties;
- 872 (5) compliance with work load standards established by external professional
873 organizations and/or accrediting bodies; and, at the same time maintain a level of
874 credit hour production consistent with University responsibility;
- 875 (6) new Faculty during their first year at EMU
- 876 2. Courses identified as part of a faculty member's teaching load may include classes
877 offered at various locations (on-campus as well as off-campus) and various times
878 (weekdays as well as weekends), except those classes identified as non-traditional. Non-
879 credit courses, workshops, and courses taught exclusively for specialized groups and not
880 available to the entire student body shall not be scheduled as part of a faculty member's
881 teaching load.
- 882 3. On-line and Hybrid Instruction
- 883 a. On-line and hybrid classes will be approved using the departmental input procedures
884 as set forth in [Article XIII](#). On-line and hybrid classes are taught through the
885 academic departments with assured operational support provided by the University.
- 886 b. On-line and hybrid classes will be considered regular on-campus classes for the
887 purposes of faculty assignment and payment.
- 888 c. Faculty Members who develop an on-line class retain all rights of ownership of the
889 materials so developed. At the Faculty Member's option, they may sign over the on-
890 line class materials to EMU. Faculty Members will receive no stipends to develop
891 courses or grading stipends to teach more students than allowed by the course cap.
- 892 d. Permission of the Faculty Member will be obtained before entering an online or
893 hybrid class for any purpose other than technical support. EMU will not access or
894 facilitate access by others for online or hybrid classes for purposes of evaluating
895 faculty performance or activity, except in accordance with [Article XV](#).
- 896 e. The student evaluation process of on-line courses shall follow the process and
897 instrument for on-campus courses appropriately modified for courses delivered on-
898 line.

- 899 f. The student evaluation process of hybrid courses shall follow the process and
900 instrument for on-campus courses.
- 901 4. Full-time Faculty Members shall be available for student consultation outside of class
902 times a norm of ten (10) hours per week. The times and modality of Faculty Member
903 availability shall:
- 904 (1) be beneficial to the students;
 - 905 (2) include a minimum of five (5) hours per week at defined times (i.e., drop-in) and
906 modalities;
 - 907 (3) include the process for scheduling the remaining hours for student consultation;
 - 908 (4) be included on the syllabus, posted in the course shell and made available to the
909 Department Head for dissemination; and,
 - 910 (5) require the approval of the Department Head, provided such approval shall not be
911 unreasonably withheld.
- 912 5. Workload of teaching Faculty during the summer sessions shall be adjusted accordingly.
913 Where it is practical to do so, EMU agrees to provide notice of its intent to appoint
914 Faculty Members to teach during a summer term, thirty (30) days prior to the beginning
915 of classes. It is understood that notice as herein provided shall not be construed to
916 establish a binding commitment on the part of EMU and such appointment may be
917 reassigned, modified, or canceled in whole or in part as EMU, in its sole discretion, may
918 so determine. The University agrees to continue giving Faculty first opportunity to
919 volunteer for available summer teaching assignments.
- 920 6. The normal full-time workload for library Faculty Members shall be thirty-seven and
921 one-half (37 1/2) scheduled hours per week.
- 922 7. In implementing the provisions of sub-paragraphs of [Article IX.B](#), and establishing
923 departmental credit hour equivalencies, there shall be Faculty input in accordance with
924 the procedures of [Article XIII](#).

925 C. Non-traditional Programs and Classes

926 The University and the Association are committed to providing quality educational
927 opportunities to our diverse student population, recognizing that in certain cases, delivering
928 programs and classes in non-traditional ways may be necessary. Some examples include
929 classes taught in a compressed format (classes less than 3 weeks), classes taught during inter-
930 sessions or University breaks, and classes taught overseas (study abroad).

931 To this end, Colleges shall work with the academic departments through the input procedures
932 set forth in [Article XIII](#) to determine need and develop and offer their non-traditional classes
933 and programs that best serve our students, and to ensure academic integrity and
934 accountability.

935 Typically, Faculty members will teach these non-traditional classes as a supplement to their
936 regular pay.

937 The University agrees to give Faculty first opportunity to volunteer for non-traditional
938 classes. If there is not a qualified volunteer, the Department Head shall have the right to
939 assign a qualified lecturer to the class.

940 A Faculty member may be assigned a non-traditional class as part of their regular load.

941 The student evaluation process of non-traditional classes shall follow the process and
942 instruments for traditional classes, appropriately modified for non-traditional classes.

943 **D. Outside Employment**

944 Supplemental employment is permitted providing:

- 945 1. It appears that supplemental employment will not interfere with the performance of
946 University duties or impair the effectiveness of the individual as a teacher and a scholar.
- 947 2. EMU equipment, supplies, materials, or clerical services are not utilized for such outside
948 work.
- 949 3. Prior to undertaking such outside work, the Faculty Member reports to the Department
950 Head, the Dean, and the Office of Academic Affairs, on a form provided by EMU, the
951 nature, extent, and the expected duration of such work, including the number of hours
952 and time during which the supplemental employment is to occur.

953 At the beginning of the fall semester, the Administration shall remind Faculty of their
954 contractual responsibility regarding the reporting of supplemental employment. Such reports
955 shall be updated at the beginning of the fall semester or whenever a significant change in
956 outside employment occurs.

957 Should the Provost determine that the Faculty Member's supplemental employment is not in
958 keeping with the limitations and requirements provided above, the Faculty Member may be
959 requested to end or modify such supplemental employment as a condition of continued
960 employment as a Faculty Member.

961 Termination of a Faculty Member who fails to notify the University of outside employment,
962 or fails to end or modify supplemental employment pursuant to this section shall be subject
963 to the termination procedure provided for in [Article XVI.D](#).

964 **E. On Campus and Post-Sessions**

965 Faculty Members shall not be required to be on campus during official University holidays,
966 the Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas/New Year's season
967 days.

968 Post-sessions shall not be counted as a part of the Plan C or Plan C1 obligation except when
969 necessary to fulfill an equivalent workload requirement for a fall or winter semester as
970 defined in [Article VIII.B.](#)

971 **ARTICLE X. FACULTY TRANSFERS TO ADMINISTRATIVE APPOINTMENTS**

972 Administrative/Professional positions (AP), pursuant to the University classification system, are
973 frequently made available to qualified Faculty Members. To encourage Faculty participation and
974 to provide uniform institutional policies/practices with respect to all persons so appointed, the
975 parties are agreed as follows:

- 976 1. A Faculty Member appointed to an administrative appointment shall be transferred
977 from Bargaining Unit to non-Bargaining Unit status for the duration of their
978 appointment.
- 979 2. A faculty member released more than fifty-one percent (51%) from teaching in an
980 upcoming academic year to do one hundred percent (100%) administrative work is
981 considered to be on an administrative appointment. Administrative work includes,
982 but is not limited to, program coordination, directing an institute, work involving the
983 supervision of other EMU employees (not students), work outside the Division of
984 Academic and Student Affairs, and work typically expected of a Department Head or
985 School Director.
- 986 3. As a non-Bargaining Unit employee, the Faculty Member shall be subject to such
987 terms and conditions of employment as EMU may establish for the position to which
988 they are appointed.
- 989 4. Upon the expiration of their appointment to an Administrative position, the Faculty
990 Member shall be returned to the Bargaining Unit and their former department and
991 position, subject to the limitations set forth in [Article VIII](#), Layoff and Recall, and
992 [Article XVI](#), Non-Renewal of Probationary Appointments, Suspensions,
993 Terminations and Resignations.
- 994 5. Upon their return to the Bargaining Unit, the Faculty Member may elect to be
995 credited with time served on an Administrative appointment for the purpose of
996 determining whether they possess the requisite time in rank for consideration for
997 tenure, promotion, Sabbatical Leave and Faculty Research/Creative Activity
998 Fellowships. The Faculty Member shall be obligated to satisfy all other eligibility
999 criteria and terms and conditions established for the foregoing employment status,
1000 leaves, and fellowships.
- 1001 6. Upon their return to the Bargaining Unit, the Faculty Member may elect to be
1002 credited for any Scholarly/Creative Activity undertaken while on such Administrative
1003 appointment for the purposes of reappointment, tenure or promotion.
- 1004 7. The base salary of a Faculty Member returned to the Bargaining Unit from an
1005 Administrative appointment shall be no less than if they had not held such position.

1006 The EMU-AAUP shall be notified within thirty (30) days of the appointment of a Faculty
1007 Member to an Administrative position and within thirty (30) days of the return of a Faculty
1008 Member to the Bargaining Unit.

1009 **ARTICLE XI. LEAVES**

1010 **A. Paid Sick Leave Days**

1011 1. Accumulated Paid Sick Leave Days

1012 Each Faculty Member's accumulated paid sick leave balance as of July 1, 1979, shall
1013 continue to carry over from calendar year to calendar year, except as reduced in
1014 accordance with the terms of this Agreement.

1015 2. Non-Accumulated Paid Sick Leave Days

1016 Each Faculty Member on a full-time (100%) academic year appointment shall be granted
1017 six (6) paid sick leave days per calendar year (e.g., January 1-December 31). In
1018 recognition of their differential assignment, each library Faculty Member shall be granted
1019 one (1) additional paid sick leave day for each summer full-time assignment.

1020 For the purpose of this provision, any Plan C appointments are equivalent to a full-time
1021 academic year appointment.

1022 Paid sick leave days shall be credited to each Faculty Member on a prorated basis at the
1023 time of initial appointment and on January 1 thereafter.

1024 Faculty on less than a full-time academic year appointment shall receive prorated paid
1025 sick leave days according to the percentage and the duration of their appointment.

1026 Unused paid sick leave days do not accumulate from calendar year to calendar year.

1027 3. Use of Paid Sick Leave Days

1028 a. Paid sick leave may be used on any day on which a Faculty Member is scheduled to
1029 work.

1030 b. All absences due to illness or injury will be debited against the Faculty Member's
1031 paid sick leave credit, regardless of whether or not a substitute is provided. A Faculty
1032 Member will be considered absent if they fail to appear for their regularly scheduled
1033 duties because of illness or injury, and their paid sick leave credit will be debited.

1034 c. If a Faculty Member is disabled and absent from work because of a compensable
1035 accident or injury (e.g., one covered by Workers' Compensation), they may elect to
1036 utilize their paid sick leave entitlements to cover the monetary difference between
1037 their full-time salary as of the date of accident or injury, and compensation benefits
1038 applicable to the period of disability. The number of hours debited against the
1039 Faculty Member's paid sick leave entitlements shall be limited to that number
1040 necessary to cover the above difference, or that amount to which the Faculty Member
1041 is then entitled, whichever is lesser.

1042 d. For any absence which is chargeable to paid sick leave benefits, or the Faculty Sick
 1043 Leave Bank (FSLB), the Faculty Member may be required to file either a physician's
 1044 statement or a sworn affidavit that the claim of absence for any of the reasons stated
 1045 above is bona fide. Until such statement is filed, if requested, all absences will be
 1046 considered as lost time and the Faculty Member's pay will be reduced as provided for
 1047 in Section L.7. below.

1048 e. Whenever a Faculty Member has used up all of their paid sick leave credits as
 1049 provided for in Sections A.1. and A.2. above, and continues to be unable to work
 1050 because of illness or injury, they may apply for salary continuation under the FSLB
 1051 until such time as they are eligible for long-term disability as provided in [Article](#)
 1052 [XIX.F.](#) The Faculty Member's eligibility to draw upon the FSLB shall be subject to
 1053 the following conditions and limitations:

1054 (1) Faculty Members may draw from the FSLB: a) only for periods encompassed by
 1055 the beginning and ending dates of their regular academic year appointments, and
 1056 the fall, winter, or summer sessions that they are actually on EMU's active
 1057 payroll; b) only after the exhaustion of all paid sick leave entitlements accrued or
 1058 granted in accordance with the provisions of Sections A.1. and A.2. above; and c)
 1059 only until such time as they are eligible for long-term disability as provided in
 1060 [Article XIX.F.](#)

1061 (2) Maximum withdrawal of disability paid sick leave days from the FSLB for any
 1062 one (1) period of disability or in any one (1) calendar year shall be based upon
 1063 each Faculty Member's length of service with EMU as a regular Faculty Member,
 1064 as follows:

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

1065 (3) Application for use of the FSLB must be in writing and shall include the specific
 1066 nature and duration, or expected duration, of the disability. A physician's
 1067 statement confirming the disability may be required by EMU in support of the
 1068 application. A standard application form is available on the Academic Human
 1069 Resources (AHR) website or in the Benefits Office.

1070 Effective January 1 of each year the FSLB shall be reestablished at a level of four
 1071 hundred and fifty (450) days. Should the FSLB be exhausted during any calendar

- 1072 year, EMU agrees to replenish the bank in the amount of days necessary to meet
1073 Faculty Member's needs as described above.
- 1074 f. Paid sick leave days as provided in Sections A.1. and A.2. above, may be utilized by
1075 a Faculty Member for illness or injury of a member of their immediate family, subject
1076 to the following limitations:
- 1077 (1) Such use shall be limited to three (3) days for any particular incident of illness or
1078 injury to a maximum of six (6) days in any calendar year.
- 1079 (2) "Immediate family" for the purpose of this provision shall be defined as: spouse,
1080 additional eligible adult, biological parent or an individual who stood in loco
1081 parentis to a Faculty Member when the Faculty Member was a child, or a
1082 biological, adopted or foster child, a stepchild, a legal ward, or a child of a
1083 Faculty Member standing in loco parentis, who is either under age 18, or age 18
1084 or older and incapable of self-care because of mental or physical disability.
1085 Persons who are "in loco parentis" include those with day-to-day responsibilities
1086 to care for and financially support a person when the person was a child.
- 1087 (3) Where practical, requests for the above shall be made in advance to the
1088 Department Head.
- 1089 (4) The FSLB shall not be utilized for the foregoing purposes.
- 1090 g. Disabilities resulting from pregnancy or childbirth shall be treated the same as other
1091 disabilities for purposes of these provisions.
- 1092 h. The University shall make available to each Faculty Member, on a monthly basis, a
1093 record of their accumulated paid sick leave. This information is available in
1094 departmental offices.
- 1095 i. Paid sick leave days and FSLB days shall be debited in one (1) day increments,
1096 except in such cases where the Faculty Member was able to attend their scheduled
1097 classes, professional committee meetings and/or perform other professional
1098 assignments such that the Department Head determines the professional services
1099 rendered by the Faculty Member to be equivalent to one-half (1/2) day's work and so
1100 approves the debiting of the Faculty Member's paid sick leave account or the FSLB
1101 on that basis.

1102 **B. Medical Leave**

- 1103 1. Upon proper application, a Faculty Member who has exhausted their entitlement to the
1104 benefits provided for in Section A. above will, if eligible, be placed on Family and
1105 Medical Leave Act (FMLA) leave pursuant to the provisions of Section C. below.

1106 2. A Faculty Member who is unable to work because of illness or injury and is ineligible
1107 for, or has exhausted, their FMLA leave entitlements as provided in Section C. below,
1108 shall, upon proper application, be placed on unpaid medical leave for a period of up to
1109 one (1) semester. A Faculty Member may also request an extension of medical leave. If
1110 approved by EMU, said extended medical leave shall be without pay for a period of up
1111 to one (1) semester. Said leaves may be further extended at EMU’s discretion for
1112 additional periods of up to one (1) semester, but the total period of the leave time,
1113 including any FMLA leave, shall not exceed two (2) full years.

1114 3. EMU may require the Faculty Member to submit a statement from their physician in
1115 support of any request for medical leave, and of any such leave extension or request by
1116 the Faculty Member to return to work.

1117 **C. Family and Medical Leave Act (FMLA)**

1118 1. A Faculty Member who has been employed by EMU for at least twelve (12) months and
1119 has worked at least 1,250 hours during the twelve (12) month period immediately
1120 preceding the date on which the leave commences is eligible for FMLA leave for any
1121 one or more of the following events below.

1122 a. For a birth of a child of the Faculty Member and to care for such child.

1123 b. For the placement of a child with the Faculty Member for adoption or foster care.

1124 c. To care for a spouse, additional eligible adult, child, or parent of the Faculty Member
1125 if the former has a serious health condition, or

1126 d. If a Faculty Member has a serious health condition which renders them unable to
1127 perform the functions of their position, they shall be granted twelve (12) workweeks
1128 of FMLA leave for any calendar year (January 1 through December 31).

1129 e. A qualifying exigency (as defined by the Department of Labor) arising out of the fact
1130 that the spouse, or a son, daughter, or parent of the Faculty Member is on covered
1131 active duty or call to covered active duty status in the Armed Forces; and/or

1132 f. Care of the Faculty Member’s spouse, child, parent or next of kin (as defined by the
1133 Department of Labor) who is a covered servicemember with a serious injury or
1134 illness.

1135 2. An eligible Faculty Member is entitled to FMLA in the following amounts and in the
1136 following periods:

1137 a. A combined 12 workweeks during a calendar year (January 1 – December 31) for
1138 events 1a. – 1e. above.

- 1139 b. Up to 26 workweeks in a single 12-month period beginning on the day the Faculty
1140 Member takes leave and ending 12 months later with respect to event 1f. above,
1141 provided leave under 1f., when combined with leave under 1a. – 1e. may not exceed
1142 26 weeks in the single 12-month period.
- 1143 3. Before taking FMLA leave, a Faculty Member must exhaust any available paid sick
1144 leave under Section A. Upon exhaustion of paid sick leave under Section A, a Faculty
1145 Member is eligible for up to six (6) workweeks of paid FMLA. Any portion of the
1146 remaining twelve (12) workweeks shall be unpaid.
- 1147 4. The taking of a FMLA leave shall not result in the loss of any employment benefits
1148 accrued prior to the date on which the leave commenced; provided, however, that
1149 nothing in this sentence shall be construed to entitle any Faculty Member who returns
1150 from Leave to the accrual of any employment benefits during the period of the leave or
1151 to any right, benefit, or position other than that to which the Faculty Member would have
1152 been entitled had the Faculty Member not taken the leave.
- 1153 5. Except as otherwise provided for under the FMLA, Faculty Members who take a FMLA
1154 leave for the intended purpose of the leave shall be entitled, on return from leave, to be
1155 restored by EMU to the position of employment held by the Faculty Member when the
1156 leave commenced or an equivalent position with equivalent employment benefits, pay,
1157 and other terms and conditions of employment.
- 1158 6. During the period FMLA leave, EMU shall maintain coverage under any group health
1159 plan as defined by the FMLA for the duration of such leave and at the level and under
1160 the conditions coverage would have been provided if the Faculty Member had continued
1161 in employment for the duration of the leave. EMU shall have the right to recover the
1162 premiums paid for maintaining coverage for the Faculty Member under such group
1163 health plan during the period of a FMLA leave if the Faculty Member fails to return to
1164 work for reasons other than the continuation, recovering, or onset of a serious health
1165 condition entitling the Faculty Member to leave under Section C.1.c., C.1.d., or C.1.e.
1166 above, or other circumstances beyond the Faculty Member's control. In this situation,
1167 EMU may require certification of inability to return to work as specified and allowed by
1168 the FMLA.
- 1169 7. If the requested leave is for the birth/care of a newborn child, the placement of a child in
1170 the Faculty Member's home for adoption or foster care, or to care for a spouse,
1171 additional eligible adult, child or parent who has a serious health condition, the Faculty
1172 Member is first required to exhaust any available paid sick leave under Section A above.
1173 Upon exhaustion of the paid sick leave, under Section A., the Faculty Member is eligible
1174 for up to six (6) weeks of paid FMLA leave. Any portion of the remaining twelve (12)
1175 workweeks of leave shall be unpaid.
- 1176 8. Notwithstanding the provisions of Section C.1. above, a family leave of up to twelve
1177 (12) workweeks for the birth/care of a newborn child, or for the placement of a child in a
1178 Faculty Member's home for adoption or foster care may be taken at any time within the

1179 twelve (12) month period which starts on the day of such birth or placement for adoption
1180 or foster care. However, regardless of when the leave commences, it will expire no later
1181 than the end of the twelve (12) month period.

1182 (For example, a Faculty Member who requests a leave at the start of the twelfth month
1183 [of the twelve (12) month period from the date of birth or placement] is entitled to only
1184 four (4) workweeks of unpaid leave.)

1185 9. Spouses, both of whom are employed by EMU, are limited to a combined total of six (6)
1186 workweeks of paid and six (6) workweeks of unpaid FMLA leave during any twelve
1187 (12) month period for the birth/care of their child, placement of a child in their home for
1188 adoption or foster care, or for the care of a parent with a serious health condition.
1189 However, each Faculty Member may use up to six (6) workweeks of paid and six (6)
1190 workweeks of unpaid leave during any twelve (12) month period to care for their child
1191 or spouse who is suffering from a serious health condition. If one spouse is ineligible for
1192 FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave.
1193 Where the spouses both use a portion of the total 12-week FMLA leave entitlement for
1194 either the birth of a child, for placement for adoption or foster care, or to care for a
1195 parent, the spouses would each be entitled to the difference between the amount they
1196 have taken individually and 12 weeks for FMLA leave for other purposes. For example,
1197 if each spouse took six weeks of leave to care for a parent, each could use an additional
1198 six weeks due to their own serious health condition or to care for a child with a serious
1199 health condition.

1200 The combined leave for spouses working for EMU is limited to 26 weeks during the
1201 single 12-month period when leave is to care for an injured or ill service member, or such
1202 leave is taken in combination with leave for either birth, care and/or placement of a child,
1203 or to care for the Faculty member's parent with a serious health condition. If one spouse
1204 is ineligible for FMLA leave, the other spouse would be entitled to the full 26 weeks.

1205 10. An eligible Faculty Member who foresees that they will require a leave for the birth/care
1206 of a child or for the placement of a child in their home for adoption or foster care, must
1207 notify the Department Head, in writing, not less than thirty (30) calendar days in
1208 advance of the start date of the leave. If not foreseeable, the Faculty Member must
1209 provide as much written notice as is practicable under the circumstances.

1210 11. An eligible Faculty Member who foresees the need for a leave of absence due to planned
1211 medical treatment for themselves, their spouse, additional eligible adult, child or parent
1212 should notify the Department Head, in writing, as early as possible so that the absence
1213 can be scheduled at a time least disruptive to University operations. Such a Faculty
1214 Member must also give at least thirty (30) calendar days written notice, unless it is
1215 impractical to do so, in which case the Faculty Member must provide as much written
1216 notice as circumstances permit. A Faculty Member who requires FMLA for a qualifying
1217 exigency (event C.1.e.) shall provide such notice as is reasonable and practicable.

- 1218 12. A Faculty Member on an approved FMLA leave should keep the Department Head
1219 informed regarding their status and intent to return to work upon conclusion of the leave.
- 1220 13. If a requested leave is because of a serious health condition of the Faculty Member
1221 which renders them unable to perform the functions of their position, to care for a
1222 spouse, additional eligible adult, child or parent who has a serious health condition, or to
1223 care for a spouse, child, parent, or next of kin who is a covered servicemember with a
1224 serious injury or illness, the Faculty Member may be required to file with EMU, in a
1225 timely manner, a health care provider's certification or such recertifications as may
1226 reasonably be required by EMU. Similarly, as a condition of restoring a Faculty
1227 Member whose FMLA leave was occasioned by the Faculty Member's own serious
1228 health condition, EMU may also require the Faculty Member to obtain and present
1229 certification from their health care provider that the Faculty Member is able to resume
1230 work. All required certifications or recertifications shall conform to the FMLA's
1231 certification requirements.
- 1232 14. In any case in which EMU has reason to doubt the validity of the health care provider's
1233 statement or certification for leaves taken under Sections C.1.c, C.1.d., and C.1.f, EMU
1234 may, at its expense, require second and third opinions as specified by the FMLA to
1235 resolve the issue.
- 1236 15. A leave taken under Section C.1.a. or C.1.b. above may be taken intermittently or on a
1237 reduced leave schedule if agreed to by EMU. Subject to the limitations and
1238 certifications allowed by the FMLA, a leave taken under Section C.1.c, C.1.d and C.1.f,
1239 above may be taken intermittently or on a reduced leave schedule when medically
1240 necessary, and under Section C.1.e. When a faculty Member requests intermittent leave
1241 or leave on a reduced leave schedule, EMU may require the Faculty Member to transfer
1242 temporarily to an available alternative position offered by EMU for which the Faculty
1243 Member is qualified and that has equivalent pay and benefits and better accommodates
1244 recurring periods of leave than the Faculty Member's regular position.
- 1245 16. The provisions of Section C.1-C.15 above are intended to comply with the Family and
1246 Medical Leave Act of 1993 as amended, and any terms used herein will be as defined in
1247 the Act. To the extent that these or any other provisions of this Collective Bargaining
1248 Agreement are in violation of the Act, the language of the Act prevails. The FMLA
1249 provisions do not impair any rights granted under other provisions of this Agreement.
- 1250 17. A Faculty Member who is ineligible for, or who has exhausted their FMLA leave
1251 entitlements as provided in Section C. above, in cases of family need, including but not
1252 limited to the birth of a child, the adoption of a minor child, or the long-term illness
1253 (physical or mental) of a minor child or other member of the immediate family as
1254 defined in Section A.3.f.(2) above, a Faculty Member shall not unreasonably be denied a
1255 leave without pay for one (1) semester, or a reduced appointment for a period of up to
1256 two (2) semesters, at a rate of compensation proportional to the rate of their regular
1257 appointment. Such leave may be renewed but the total leave time, including any FMLA
1258 leave, shall not exceed twelve (12) months.

- 1259 18. Evaluations for reappointment, tenure and promotion may be conducted during a
1260 semester that a Faculty Member is on FMLA, if requested by the Faculty Member, and if
1261 classroom observations by the Personnel Committee and Department Head can be
1262 performed during the current or prior semester to the FMLA leave (i.e., Fall or Winter).
- 1263 19. Effective September 1, 2022 a Faculty Member who (i) is eligible to apply for promotion
1264 at the time they apply for tenure, but is unable to do so by reason of an FMLA leave, and
1265 (ii) who applies for and receives their promotion in the academic year following the
1266 expiration of the leave, shall have an adjustment to their base salary calculated in the
1267 following manner:
1268 a. The salary adjustment for promotion shall be added to the base salary ([Article XVIII](#),
1269 Salary Adjustment for Promotion)
1270 b. Then this new base salary shall be adjusted by the current annual salary adjustment
1271 ([Article XVIII](#))

1272 **D. Personal Business Leave**

1273 Each Faculty Member shall be granted up to two (2) days each calendar year for the purpose
1274 of attending to personal business that cannot be attended to at a time not in conflict with their
1275 professional responsibilities.

1276 Personal business days shall be credited to each Faculty Member at the time of their initial
1277 appointment and on each January 1st thereafter. Such days shall be non-accumulative and
1278 shall be separate from and in addition to the paid sick leave days provided for in Section A.2.
1279 above.

1280 Personal business leaves shall be approved in one (1) day increments, except in cases where
1281 the Faculty Member completes their personal business in less than one (1) day and is able to
1282 attend scheduled classes, professional committee meetings and/or perform other professional
1283 assignments for one-half (1/2) day. In these instances, the Faculty Member's personal
1284 business leave account will be debited in one-half day increments, as approved by the
1285 Department Head.

1286 **E. Bereavement Leave**

1287 A Faculty Member shall be allowed up to three (3) days, with pay, to attend the funeral of a
1288 member of their immediate family. "Immediate family" for purposes of this provision shall
1289 be defined as: husband, wife, additional eligible adult, father, mother, child, sister, brother,
1290 mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step
1291 child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to a
1292 Faculty Member when the Faculty Member was a child. Persons who are "in loco parentis"
1293 include those with day-to-day responsibilities to care for and financially support a person,
1294 when the person was a child.

1295 In those limited instances where extenuating circumstances associated with the death of a
1296 member of the Faculty Member's immediate family (e.g., the geographic location of the
1297 funeral and/or legal obligations that must be assumed by a Faculty Member), necessitate an
1298 extended leave of absence on the part of the Faculty Member, the Faculty Member may
1299 request approval of up to two (2) additional days of Bereavement Leave, which requests shall
1300 not be unreasonably denied by the University.

1301 A Faculty Member who wishes to attend the funeral of someone outside of their immediate
1302 family may take one-half (1/2) day with pay, with the permission of the Department Head.
1303 In any case, time taken beyond these specified amounts will be charged against the Faculty
1304 Member's paid sick leave.

1305 **F. Jury Duty**

1306 Faculty Members shall suffer no loss in compensation when called to perform jury duty
1307 service.

1308 EMU shall pay the difference between jury compensation and the Faculty Member's regular
1309 EMU compensation. When a Faculty Member is temporarily excused from jury duty service,
1310 they are expected to return to work.

1311 **G. Professional Leave**

1312 1. A professional leave without pay may be granted under appropriate circumstances.
1313 While such leaves will ordinarily involve the Faculty Member's pursuit of an activity or
1314 activities related to their discipline and/or area of specialization, professional leaves may
1315 also be granted for purposes adjudged by EMU to be mutually beneficial to the Faculty
1316 Member and the University.

1317 2. To be eligible for a professional leave without pay, a Faculty Member shall have two (2)
1318 years of continuous full-time service at EMU since a previous leave. Under unusual
1319 circumstances, the requirement of two (2) years continuous full-time service may be
1320 waived by the Provost or their designee. The Faculty Member shall submit a written
1321 application to their Department Head stating the reasons for the leave, the period of
1322 absence, and the date of return.

1323 3. Professional leave without pay may be granted for a period of time not to exceed twelve
1324 (12) months.

1325 **H. Exchange Professorship Leave**

1326 1. Definition

1327 Two (2) Faculty Members, one from EMU and the other from a school system, two-year
1328 or four-year institution, may agree to exchange teaching and learning environments for
1329 not less than one (1) semester and not more than twelve (12) months.

- 1330 2. Title
- 1331 The Faculty Member from the other location and the Faculty Member from EMU shall be
1332 referred to as “Exchange Professors’ for the duration of the exchange.
- 1333 3. Requirements
- 1334 Each Exchange Professor must meet the minimum requirements of employment at the
1335 institution to which they are going. Both the institutions and the Exchange Professors
1336 must agree in writing to the exchange and its conditions. The EMU Exchange Professor
1337 must be tenured. EMU may withhold its consent if it believes such an exchange is not in
1338 the best interest of EMU.
- 1339 4. Duties
- 1340 The Exchange Professors shall be expected to complete all conditions agreed to at the
1341 time of the formal exchange agreement, unless prevented by accident or other
1342 unforeseeable circumstances, and to abide by the specific duties, regulations and policies
1343 appertaining to the exchange roles at the respective institutions.
- 1344 5. Remuneration
- 1345 The Exchange Professor from EMU shall be paid by EMU during the exchange the same
1346 compensation as if they were performing their normal duties at EMU. While on an
1347 Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms
1348 of the current Agreement between the Association and EMU. The Exchange Professor
1349 coming to EMU from another location shall receive no additional compensation from
1350 EMU for performing the work normally done by the incumbent, except for additional
1351 work such as extension teaching, conducting workshops, etc.
- 1352 6. Return After Exchange
- 1353 A Faculty Member on an Exchange Professorship shall agree to return to service with
1354 EMU for two (2) semesters in the year immediately following expiration of their leave,
1355 unless the President specifically waives or defers this obligation.
- 1356 7. Expenses
- 1357 The Exchange Professors shall assume full responsibility for all expenses incurred either
1358 during their relocations or their stays at the respective institutions.

1359 8. Conditions

1360 Time spent as an Exchange Professor shall count toward meeting the time limits for
1361 promotion and eligibility for Faculty Research/Creative Activity Fellowships and
1362 Sabbatical Leaves.

1363 **I. Military Leave**

1364 1. A military leave without pay shall be granted upon request of any Faculty Member who
1365 enters active military service of the United States, or civilian services of the United
1366 States which are an essential part of the national defense program. Upon conclusion of
1367 the leave the Faculty Member shall be subject to reinstatement in accordance with the
1368 provisions of applicable federal or state law.

1369 2. A Faculty Member who is ordered to active duty during an academic period in which
1370 they are scheduled to work shall, at their request, be granted military leave to engage in a
1371 temporary tour of duty with the National Guard or any recognized branch of the United
1372 States Military Service. If the Faculty Member's military pay is less than their regular
1373 EMU salary, EMU will pay the Faculty Member the difference for a maximum of fifteen
1374 (15) working days in any tour of duty or calendar year, whichever is the longer period.
1375 Such leave shall be credited as continuing service.

1376 **J. Political Leave**

1377 A political leave without pay may be granted upon request of any Faculty Member who has
1378 been nominated, elected or appointed to a local, state, or national office, for a period not to
1379 exceed twelve (12) months. A Faculty Member may request an extension of such leave for
1380 the term of office.

1381 **K. Exceptional Need Leaves**

1382 1. A leave without pay may be granted a Faculty Member for valid personal reasons of an
1383 exceptional nature.

1384 2. Such leaves may be for periods of up to one (1) semester and may be extended for
1385 periods not to exceed twelve (12) months.

1386 **L. Leave Conditions**

1387 1. Approval of Leaves

1388 a. To the extent permitted by applicable state and federal law paid sick leave, personal
1389 business leave, FMLA leave, bereavement leave, jury duty leave and military leave,
1390 require administrative approval, which approval shall be given in all instances where
1391 the terms and conditions of this Agreement have been satisfied. Where practicable,

1392 the Faculty Member shall provide their Department Head with advance notice of the
1393 need to utilize said leaves. Said notice shall be framed with sufficient particularity to
1394 advise the Department Head as to the length of time the Faculty Member is expected
1395 to be off work and allow planning for appointment of a replacement. If advance
1396 notice is not practicable, the Faculty Member shall provide as much notice as
1397 circumstances permit. The Department Head may require said notice to be in writing.

1398 If a Faculty Member's absence is determined to be not compensable under the terms
1399 of this provision, it shall be regarded as lost time and the Faculty Member's pay
1400 reduced as provided for in Section L.7. below.

1401 In those instances where the Department Head decides that the Faculty Member's
1402 absence is to be regarded as lost time, they shall advise the Faculty Member of same
1403 in writing within twenty-four (24) hours of their decision. The Department Head's
1404 notice to the Faculty Member shall be framed with sufficient particularity to advise
1405 the Faculty Member of the reasons for said decision.

1406 Within five (5) working days of the filing of any grievance alleging a violation of the
1407 provisions of this [Article XI](#), a Step II grievance hearing shall be held in accordance
1408 with the provisions of [Article VII](#). If the grievance cannot be resolved at Step II, the
1409 grievance may be appealed to Step III in which case a hearing shall be convened
1410 within five (5) working days of filing notice of appeal.

1411 b. Except as otherwise provided hereinabove, leaves shall be subject to advance
1412 approval of the University, which, in its sole and exclusive discretion, may approve or
1413 deny said leaves.

1414 2. Time Limits

1415 a. Where practicable, applications for Family Care, Professional, Exchange
1416 Professorship, Political, Exceptional Need, and Military Leaves, or extensions
1417 thereof, shall be submitted at least ninety (90) calendar days before the beginning of
1418 the semester the leave, or extension thereof, is desired to commence.

1419 b. Where practicable, the Faculty Member shall be notified in writing within forty-five
1420 (45) calendar days of submitting an application for a leave, or extension thereof, of
1421 the approval or denial of their application.

1422 3. Effect of Leaves on Applications for Tenure, Promotion, Sabbatical Leaves and Faculty 1423 Research/Creative Activity Fellowships

1424 Time spent on leave without pay will not be counted in determining whether the Faculty
1425 Member meets the time limits for promotion and tenure, or eligibility for Sabbatical
1426 Leaves or Faculty Research/Creative Activity Fellowships, except in the case of a Faculty
1427 Member who has received a professional or military leave. A Faculty Member who
1428 receives a professional or military leave may have such time counted for the foregoing

1429 purposes, if within thirty (30) days of a Faculty Member's return from a professional or
1430 military leave, the Faculty Member provides written notice to the Assistant Vice
1431 President for Academic Affairs that they have elected to have their leave time credited for
1432 the foregoing purposes. The Faculty Member shall be obligated to satisfy all other
1433 eligibility criteria and terms and conditions established for the foregoing employment
1434 status, leaves and fellowships.

1435 Faculty Members who meet the qualifications for FMLA leave during their probationary
1436 period will be granted upon request, prior to submission of application for tenure, an
1437 extension or extensions of the time periods for application for tenure, up to a maximum
1438 of one (1) year.

1439 4. Return from Leave

1440 In those cases where a Faculty Member's leave expires during a semester in which they
1441 are scheduled to work, and the Faculty Member does not return by the date their leave
1442 expires, the Faculty Member shall be considered to have voluntarily resigned, except as
1443 otherwise provided by state or federal law or in those verifiable limited situations where a
1444 Faculty Member was prevented from returning by circumstances (e.g., Acts of God,
1445 emergency hospitalization, etc.) beyond their control. Except as otherwise provided by
1446 state or federal law, in those cases where a Faculty Member's leave expires at the end of
1447 a semester, and the Faculty Member does not return by the beginning of the semester they
1448 are next scheduled to work, they shall be considered to have voluntarily resigned. Other
1449 exceptions may be made by EMU.

1450 5. Fringe Benefits

1451 a. The group medical benefits for a Faculty Member who is off the payroll and absent
1452 because of an unpaid medical leave due to injury or illness shall be continued by
1453 EMU for twelve (12) months. If the Faculty Member is still on unpaid medical leave
1454 when EMU's provision of group medical benefits terminates, the Faculty Member
1455 may continue those benefits at their own expense at the full group rate for the longer
1456 of: (1) an additional twelve (12) months or (2) the period mandated in the Faculty
1457 Member's circumstances by COBRA, which is usually eighteen (18) months from the
1458 beginning of the unpaid leave. Pursuant to FMLA, EMU shall continue the dental
1459 benefits of a Faculty Member on unpaid medical leave for the period of the leave or
1460 for twelve (12) weeks, whichever is shorter. If the Faculty Member is still on unpaid
1461 medical leave when EMU's provision of FMLA-mandated dental benefits terminates,
1462 the Faculty Member may continue those benefits at their own expense at the full
1463 group rate for the period mandated in the Faculty Member's circumstances by
1464 COBRA, which is usually eighteen (18) months from the date of the Faculty
1465 Member's FMLA dental benefit continuation period ends. A Faculty Member who
1466 has been granted unpaid leave may request the continuation of life insurance at their
1467 own expense at the full group rate, for a period not to exceed twelve (12) months or
1468 as otherwise provided in the University's group benefit plans.

- 1469 b. The group medical and dental benefits for a Faculty Member on FMLA leave shall be
1470 continued by EMU for the period of the leave or for twelve (12) weeks, whichever is
1471 shorter. If such a Faculty Member remains on family care leave when EMU's
1472 provision of FMLA-mandated group medical and dental benefits terminates, the
1473 Faculty Member may continue those benefits at their own expense at the full group
1474 rate for the period mandated in the Faculty Members circumstances by COBRA,
1475 which is usually eighteen (18) months from the date a Faculty Member's medical and
1476 dental continuation period ends. Such a Faculty Member who has been granted a
1477 family care leave may request continuation of life insurance at their own expense at
1478 the full group rate, for a period not to exceed twelve (12) months or as otherwise
1479 provided in the University's group benefit plans.
- 1480 c. All other Faculty Members who have been granted an unpaid leave may request the
1481 continuation of their medical and dental benefits at their own expense at the full
1482 group rate for the period mandated in the Faculty Member's circumstances by
1483 COBRA, which is usually eighteen (18) months from the beginning of the unpaid
1484 leave. Such Faculty Members may request the continuation of their life insurance
1485 and, in the case of Faculty Members on unpaid professional leave who are engaged in
1486 full-time study for an advanced degree, long-term disability benefits may be
1487 continued at their own expense at the full group rate for a period not to exceed twelve
1488 (12) months or as otherwise provided in the University's group benefits plans.
- 1489 d. Faculty Members electing to continue benefits at their own expense must make
1490 proper application and arrangements for the payment of such continued benefits in the
1491 Benefits Office. Elections to continue life insurance and disability benefits must be
1492 made by no later than thirty (30) calendar days prior to the commencement date of the
1493 leave. Elections to continue medical and dental benefits must be made within sixty
1494 (60) days or the later of: (1) the date upon which the Faculty Member's medical and
1495 dental coverage terminates due to the commencement of an unpaid leave, or (2) the
1496 date upon which the Faculty Member received notice from EMU's Benefits Office
1497 that they were entitled to continue those benefits under COBRA.
- 1498 e. Faculty Members shall pay the full cost of continuing the above-mentioned benefits
1499 plans on a calendar year quarterly basis with such liability commencing with the date
1500 the Faculty Member is removed from the active payroll and continuing until such
1501 time as the Faculty Member returns to the active payroll. The initial payment shall be
1502 for the period commencing with the date the Faculty Member is no longer eligible for
1503 benefits paid for by EMU, through the end of that calendar year quarter. Payments
1504 thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15)
1505 calendar days prior to the beginning of each succeeding calendar year quarter. The
1506 final payment shall only cover those days of the quarter when a Faculty Member is
1507 not on EMU's active payroll.

1508 6. Reinstatement of Benefits

1509 Upon return from an unpaid leave, Faculty Members who did not continue the plan have
1510 thirty (30) days from the date of return to reinstate their fringe benefits. Faculty
1511 Members who fail to re-enroll as herein provided are excluded from these benefits until
1512 such time as they enroll and make proper application during an open enrollment period.

1513 7. Compensation Deductions for Absences

1514 For each day a Faculty Member is absent from work and not otherwise eligible for
1515 compensation during the period of said absence, the University shall deduct one-fifth
1516 (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be
1517 made for absences of less than one (1) day as hereinabove provided.

1518 8. Status During and After Leave

1519 The base salary of a Faculty Member on leave shall be adjusted as if they are not on
1520 leave. All members of the Bargaining Unit who take any leave described in this Article
1521 shall continue to be deemed Faculty Members and such leaves shall not cause their
1522 employment status to be impaired, except as otherwise provided in this Agreement.

1523 **ARTICLE XII. SABBATICAL LEAVES, RESEARCH/CREATIVE ACTIVITY**
1524 **FELLOWSHIPS, AND OTHER AWARDS**

1525 **A. Sabbatical Leaves**

1526 1. Sabbatical Leaves are granted to Faculty Members for special study, research and/or
1527 writing, or other projects which will enhance the usefulness of the Faculty Member to the
1528 institution, perform service on the local, state, national or international level, and/or bring
1529 prestige to the University. Endeavors appropriate for consideration as sabbatical leave
1530 projects include:

1531 a. Professional Development

1532 b. Program Development

1533 c. Research, Artistic, Scholarly/Creative Activities

1534 d. Community Service

1535 2. The President, with the authority of the Board of Regents, shall determine the number of
1536 Sabbatical Leaves to be granted each year and shall grant such leave to Faculty Members.

1537 3. A Faculty Member shall have the choice of applying for a leave of one (1) semester at
1538 full salary or two (2) semesters at one-half (1/2) salary plus \$12,000 in Research Support.
1539 All applications will be reviewed and ranked by the Screening Committee described in
1540 [Article XII.D](#). During a Sabbatical Leave the Faculty Member's contract with EMU shall
1541 remain unimpaired.

1542 4. Regulations Governing Sabbatical Leave

1543 a. A Faculty Member shall have served at least twelve (12) semesters of regular full-
1544 time employment with EMU since their initial appointment or since a previous
1545 Sabbatical Leave. The elapsed semesters need not be consecutive, but no more than
1546 two (2) semesters will be counted from any one (1) fiscal year.

1547 b. If a Faculty Member's ranked position by the Screening Committee is bypassed by
1548 EMU because it is determined that their absence cannot be accommodated by the
1549 department because of staffing needs, and the Sabbatical Leave is granted in a
1550 subsequent year, the minimum twelve (12) semester period required between
1551 applications shall be reduced by the number of semesters of postponement.

1552 5. Procedures

1553 Applications for Sabbatical Leaves for either one (1) semester or two (2) semesters shall
1554 be submitted to Department Heads not later than November 1st of the academic year
1555 preceding the anticipated leave in accordance with established University procedures.

1556 Applicants for Sabbatical Leaves shall be notified in writing no later than March 15th of
1557 the academic year preceding the anticipated leave as to the recommended disposition of
1558 their applications.

1559 **B. Faculty Research/Creative Activity Fellowships**

1560 1. In addition to the Sabbatical Leaves granted under Section A. above, EMU shall provide
1561 Faculty Research/Creative Activity Fellowships in direct support of research and/or
1562 creative activities, thereby recognizing that such activities are essential components of
1563 academic programs and an important element of professional growth and development
1564 affecting the quality and prestige of all programs.

1565 2. Faculty Research/Creative Activity Fellowships may include partial or full released time
1566 at full or partial salary as well as equipment, supplies, and travel allowances for the
1567 purpose of encouraging scholarly professional achievement and for the mutual benefit of
1568 the University and the Faculty Member. Faculty Research/Creative Activity Fellowships
1569 may require sustained off-campus work which may require released time from other
1570 normal Faculty duties and responsibilities (e.g., advising, service responsibilities, etc.).
1571 In these cases, an explicit rationale must be provided, in writing, as part of the
1572 application, as to how the research proposal to be executed requires a complete release
1573 from all departmental, college and University responsibilities. In granting a Faculty
1574 Research/Creative Activity Fellowship, the Provost will specify whether and to what
1575 extent the Faculty Member is receiving released time.

1576 3. The funding for Faculty Research/Creative Activity Fellowships shall be established by
1577 the President with the authority of the Board of Regents. Funds will be administered by
1578 the Provost.

1579 4. Contingent on funding, the Provost shall approve either a minimum of eighty percent
1580 (80%) of the Faculty Research/Creative Activity Fellowships applications recommended
1581 by the Screening Committee described in [Article XII.D](#), or fifty-five (55) awards per
1582 year, whichever is less. EMU may, at its discretion, fund more than fifty-five (55)
1583 Faculty Research/Creative Activity Fellowships per year.

1584 5. Departments in which Faculty Research/Creative Activity Fellowships have been
1585 received may replace with temporary help that portion of Faculty released time covered
1586 by fellowship grants.

1587 6. Faculty Members whose applications for Faculty Research/Creative Activity Fellowships
1588 are not approved and who desire a semester's leave of absence for study or professional
1589 activities may request temporary use of Plan C, provided EMU determines such
1590 arrangement can be accommodated within scheduling and program limitations.

1591 **C. Applications**

1592 Applicants will be required to submit only one (1) copy of their application. Applications for
1593 Sabbatical Leave and Faculty Research/Creative Activity Fellowships shall include:

1594 1. The presentation of a definite plan for the scholarly use of the Sabbatical Leave or
1595 Faculty Research/Creative Activity Fellowship.

1596 2. An indication of the specific semester(s) for which the leave or fellowship is requested.

1597 3. A description of any fellowship and/or grant pending or secured at the time of
1598 application.

1599 4. The applicant's agreement to return to service with EMU for two (2) semesters in the
1600 year immediately following or to reimburse to EMU an amount equal to the cost of the
1601 salary and fringe benefits paid by EMU during the applicant's leave or fellowship, unless
1602 this obligation is specifically waived or deferred by the President. In cases of death,
1603 accident or illness causing the Faculty Member to be unable to return, this obligation
1604 shall be waived.

1605 5. An authorization for EMU to withhold the Faculty Member's pay in accordance with the
1606 provisions of XII.E. below.

1607 **D. Screening Committee**

1608 A broadly representative screening committee, shall be constituted and organized by the
1609 EMU-AAUP, consisting of ten (10) Faculty Members appointed by the respective College
1610 Councils and the Library, in the following way: four (4) members shall represent the College
1611 of Arts and Sciences and two (2) from the College of Health and Human Services, with all
1612 other colleges and the Library having one (1) representative each. The screening committee
1613 shall have the following duties:

1614 1. Represent the faculty as a whole in their deliberations: review and rank all applications
1615 for Sabbatical Leaves, Faculty Research/Creative Activity Fellowships and other awards
1616 established in [Article XII.G.](#); and provide their recommendations to the Provost by the
1617 dates indicated in the award guidelines in order to meet notification deadlines. The
1618 Provost shall review the recommendations and make their recommendation to the
1619 President.

1620 2. Make recommendations concerning any matter relevant to the program, a copy of which
1621 shall be made available to the Association.

1622 **E. Report of Project Activities and Results**

1623 By the end of the semester in which a Faculty Member returns from Sabbatical Leave or a
1624 Research/Creative Activity Fellowship the Faculty Member shall submit a report to the

1625 Screening Committee detailing their project activities and results. In the event the Faculty
1626 Member fails to submit the aforementioned report their pay shall be withheld until such time
1627 as the Sabbatical Leave or Research/Creative Activity Fellowship report is filed. It shall be
1628 the responsibility of the Chairperson of the Screening Committee to report a Faculty
1629 Member's failure to submit the required report to the Provost for appropriate action.
1630 Exceptions to this provision may be made by EMU.

1631 **F. Reimbursements**

1632 Reimbursements to EMU as hereinabove provided shall be made on or before the date on
1633 which the Faculty Member was previously scheduled to return and/or reassume their
1634 employment. Reimbursements not remitted to EMU in full by said date shall be considered
1635 to be in default and EMU may enforce the obligations specified herein by a civil action for
1636 damages or such other remedies as may be available to it at equity or law.

1637 **G. Other Awards**

1638 The University may establish other programs in support of instructional, research, and/or
1639 creative activity. Guidelines for application (including the criteria for evaluation and
1640 identification of the individual and/or committee that will evaluate the applications) will be
1641 developed and circulated in advance of the application date for any such award. Faculty who
1642 will be on leave during the duration of the award period, as stated in the published guidelines,
1643 will not be eligible to participate in the award program for the period of their leave.

1644 In addition to the Sabbatical and Faculty Research/Creative Activity Fellowships granted
1645 under Section A. and B. above, EMU shall provide Summer Research/Creative Activity
1646 Awards, in the form of compensation, in the amount of \$12,000. Faculty receiving a
1647 Summer Research/Creative Activity Award will not be eligible to teach during the Summer
1648 semesters. Contingent on funding, the Provost shall approve either eighty percent (80%) of
1649 the Summer Research/Creative Activity Award applications recommended by the Screening
1650 Committee described in [Article XII.D](#), or forty (40) awards per year, whichever is less.
1651 EMU may, at its discretion, fund more than forty (40) Summer Research/Creative Activity
1652 Awards per year.

1653 **ARTICLE XIII. FACULTY PARTICIPATION IN GOVERNANCE**

1654 **A. Responsibilities**

1655 Recognizing the necessity for meaningful Faculty involvement in the areas of selection and
1656 evaluation of Faculty Members, curriculum development, the utilization of financial
1657 resources, and other areas of general education policy, internal academic operations, and
1658 external relations as related to academic units, the following procedures for the involvement
1659 of Faculty shall be used. Fundamentally, what is desirable and intended by the sections that
1660 follow is to ensure mindful participation by the Faculty with the ultimate decision-making
1661 resting in Eastern Michigan University management, but with an assurance of procedural
1662 regularity and fair play.

1663 In all sections of this Agreement calling for Faculty Input, it is understood that such input
1664 will be through the structures developed in this Article. The University shall share with the
1665 appropriate input bodies relevant information it collected during the process of making
1666 decisions. As Faculty members provide input to those responsible for managing the
1667 University, likewise, decisions shall be communicated in a timely manner to the Faculty
1668 input bodies that provided input. Faculty input bodies may request a written response to their
1669 input. Such response shall be provided within fifteen (15) days. Any dissenting decision to
1670 input shall be supported by information provided to the input body, reasoning, and evidence,
1671 and shall be communicated in writing to the appropriate input bodies. The explanation shall
1672 also articulate how the decision will improve the ability of EMU to fulfill its mission.

1673 **B. Department and College Committees**

1674 1. There shall be in each department, college or division, including University Library, a
1675 system providing for Faculty input in the areas of personnel, instruction, and finance. By
1676 way of illustration, Faculty may utilize the input system to provide their
1677 recommendations to the University on matters pertaining to the academic credentials and
1678 professional qualifications of instructional staff, Faculty teaching assignments, teaching
1679 overload policies, class size, override policies, teaching load equivalencies and
1680 departmental budget development.

1681 2. While in office, the Chairs of each College Council shall be granted one-quarter (1/4)
1682 release time during the Fall and Winter semesters.

1683 3. Departmental and College Input Documents shall include the following information:

1684 a. identification of those committees and faculty assignments created for the purpose of
1685 providing input in the areas set forth in XIII.B. above;

1686 b. the election process and criteria for determining Faculty eligibility for
1687 department/college committee service;

- 1688 c. the size, composition and operational guidelines of each committee and the term of
1689 office for its members;
- 1690 d. the process for replacement or recall of Faculty elected to committee service;
- 1691 e. the process for searching for, screening and recommending Department Head
1692 candidates to the Dean;
- 1693 f. the process for carrying out the Department Head evaluation as provided for in
1694 [Article XV](#);
- 1695 g. the manner in which Faculty Members serving as coordinators/directors will provide
1696 appropriate faculty input in making recommendations to the Department Head;
- 1697 h. process for review of the Input Document every five (5) years;
- 1698 i. process for Faculty input on new Faculty hires, including the prioritization of requests
1699 for new Faculty hires, the selection of Faculty members to serve on search
1700 committees for hiring new Faculty, and evaluation of candidates for new Faculty
1701 positions;
- 1702 j. process for Faculty Summer teaching assignments; and,
- 1703 k. the approved equivalencies for departments with the research/creative release
1704 program and those departments without the research/creative release program (see
1705 Appendix A for the research/creative release program).
- 1706 4. Departmental and College input bodies may request a written response to their input.
1707 Such response shall be provided within fifteen (15) days. Any dissenting decision to
1708 input shall be supported by a rationale.
- 1709 5. It is understood that existing structures established under prior Agreements are acceptable
1710 insofar as they are consistent with the terms of the present Agreement.
- 1711 6. Existing departmental and college structures may be reviewed and changes made subject
1712 to approval on a secret ballot by a majority of the Bargaining Unit Members in the
1713 department or college concerned, subject to Section B.5. below.
- 1714 7. Changes at the department or college level must be submitted through the appropriate
1715 college level structure and approved by both the Dean or equivalent administrative agent
1716 and the Provost and Vice President. Prior to proposed changes being approved at either
1717 level, departmental and college recommendations shall be reviewed by the Association
1718 and the Assistant Vice President for Academic Human Resources, for the purpose of
1719 determining whether such recommendations are in compliance with the terms and
1720 conditions of the parties' Master Agreement. After the Dean receives a proposed change,

1721 a statement of approval or reasons for disapproval will be returned within thirty (30) days
1722 of receipt of the proposed change.

1723 8. Faculty Members in each academic department who chair their department curriculum
1724 and finance committees shall be made aware of their department's budgetary and FTEF
1725 allocations by September 15 or ten (10) days following the date that the Department Head
1726 receives the information, whichever is later.

1727 9. Faculty shall be involved in any and all future reviews of summer course offerings,
1728 including the determination of the best method of undertaking such reviews and the
1729 evaluation of the results thereof.

1730 C. Faculty Senate

1731 The Faculty Senate shall consist of the Provost, or their designated representative, as a non-
1732 voting member and one (1) Faculty Member from each department, and the University
1733 Library, each of whom shall be elected in accordance with the Bylaws of the Faculty Senate.
1734 The President of the Faculty Senate shall be elected by a majority vote of those bargaining
1735 unit members voting. A new Faculty Senate President will be elected every two (2) years.
1736 The election will be run by the EMU-AAUP.

1737 While in office, the President of the Faculty Senate shall be granted one-half (1/2) release
1738 time during the Fall and Winter semesters.

1739 The Faculty Senate shall provide recommendations to the Provost, with copies to the EMU-
1740 AAUP on all credit producing areas, scholarly/creative activity, and instructional matters
1741 including but not limited to admissions, advising, withdrawals and incompletes, grading,
1742 attendance, assessment, General Education, Extended Programs and Educational Outreach,
1743 research, graduate programs, the distribution of new faculty hires across colleges and the
1744 library, and other instructional matters affecting more than one (1) college. The Provost or
1745 designee shall respond in writing to written recommendations in a timely manner.

1746 The Faculty Senate and the Provost shall mutually agree to any modification of the
1747 established system for providing recommendations and operational guidelines. The
1748 Association reserves the right to object to any modification(s) on the grounds that such
1749 modification(s) violate this Agreement or the Association's rights and obligations as the sole
1750 bargaining representative.

1751 It is understood by the parties that when Faculty input is sought, Faculty Senate shall have
1752 the right to select or appoint Faculty representatives on all university-wide committees,
1753 commissions, councils, or task forces. Should Faculty Senate choose not to appoint a
1754 representative, they will notify the Provost in writing in a timely manner. If minutes are
1755 taken, chairs of these university-wide bodies shall distribute minutes of their meetings to the
1756 Faculty Senate President in a timely manner. This does not limit the University's right to
1757 invite Faculty to serve on any committee, commission, council or task force; however, these

1758 Faculty Members are not to be construed as providing Faculty input under [Article XIII](#) of the
1759 Agreement.

1760 **D. Graduate Council**

1761 As a standing subcommittee of the Faculty Senate, the Graduate Council shall provide
1762 recommendations to the Faculty Senate on issues concerning scholarly/creative activities and
1763 instructional matters regarding graduate programs. Rules, policies and regulations
1764 pertaining to graduate programs are determined by the Graduate School to the extent that no
1765 such rule(s), policy(ies) or regulation(s) or modification thereof, shall be contrary to the clear
1766 and express terms of this Agreement, nor shall any such rule(s), policy(ies), regulation(s), or
1767 rates be administered to detract from rights clearly and expressly given to the Association or
1768 its members by the terms of this Agreement. The introduction or modification of rules,
1769 policies, or regulations that require Faculty input under the provisions of [Article XIII.A](#). shall
1770 be forwarded to the appropriate Faculty body (e.g., departmental committee, college council,
1771 Faculty Senate) for consideration and recommendation prior to implementation by the
1772 University.

1773 The Graduate Council shall be comprised of ten (10) Faculty members appointed by the
1774 respective College Councils and the Library, in the following way: four (4) members shall
1775 represent the College of Arts and Sciences, two (2) members shall represent the College of
1776 Health and Human Services, with all other colleges and the Library having one (1)
1777 representative each.

1778 The Graduate Council and the Director of Graduate School shall mutually agree to any
1779 modification of the established system for providing input and operational guidelines. The
1780 Association reserves the right to object to any modification(s) on the grounds that such
1781 modification(s) violate this Agreement or the Association's rights and obligations as the sole
1782 bargaining representative.

1783 **E. Academic Affairs Educational Environment and Facilities Planning Committee.**

1784 The committee will be composed of eighteen (18) members including ten (10)
1785 representatives appointed by the Faculty Senate; four (4) members shall represent the College
1786 of Arts and Sciences and two (2) from the College of Health and Human Services with all
1787 other colleges and the Library having one (1) representative each. The Faculty Senate shall
1788 choose one of the appointed Faculty Members to serve as the committee co-chair. Eight (8)
1789 administrative appointees, including an administrator from each college and one from the
1790 library will be appointed by the Provost's Office, and the Provost will appoint one of these to
1791 co-chair the committee. In addition, the Chief of Operations of Physical Plant shall designate
1792 a non-voting representative and alternate to attend meetings of the committee, provide
1793 needed information to the committee, request input on academic projects being considered by
1794 Physical Plant, and assist in channeling input from the committee back to Physical Plant.
1795 The administrative and faculty co-chairs shall coordinate on developing agendas and
1796 scheduling meetings.

1797 The Academic Affairs Educational Environment and Facilities Planning Committee will
1798 plan, analyze, make recommendations, and/or facilitate issues related to buildings and
1799 instructional facilities that house various colleges and offices within the division. The
1800 Committee also serves to provide input when required under the terms of this Agreement to
1801 the Provost for Academic Affairs regarding facilities.

1802 The Committee will:

- 1803 1. Assist with planning the facilities needs of Academic Affairs such as building new
1804 instructional facilities and renovating or upgrading existing instructional facilities.
- 1805 2. Assist with evaluating the current physical, climatic, and technology conditions in
1806 EMU's classrooms, labs, and faculty offices, and recommend such improvements as may
1807 be appropriate.
- 1808 3. Assist with setting divisional maintenance and renovation priorities for classrooms such
1809 as furniture and instructional equipment needs.

1810 **F. Standing Committee on Departmental Evaluation Documents**

- 1811 1. A Standing Committee, consisting of four (4) representatives selected by the Association
1812 and four (4) representatives selected by EMU, shall be appointed. The Parties shall each
1813 designate a co-chair from among the members of the committee. The committee shall
1814 review all revisions submitted to modify existing documents or recommendations to
1815 create new documents. The Standing Committee may serve as a resource for the
1816 Department Evaluation Document revision process and make recommendations to the
1817 Parties about evaluation criteria and procedures.
 - 1818 2. It is understood that the existing format, criteria, and standards of current Departmental
1819 Evaluation Documents established under the terms of the 2012 Master Agreement
1820 (including its Appendix F) are acceptable insofar as they are consistent with the terms of
1821 the current Agreement.
 - 1822 3. Revisions
 - 1823 a. Revisions in existing Departmental Evaluation Documents that are consistent with the
1824 terms and conditions of this Master Agreement may be initiated by the Faculty in a
1825 department, the Department Head or the Dean of the College. Faculty Members and
1826 Administrators are encouraged to seek the advice of the Office of the Assistant Vice
1827 President for Academic Human Resources and the Association prior to proposing
1828 revisions. Recommended changes shall be presented to the Faculty in the department,
1829 who shall be given an opportunity to vote on any proposed revision(s) and provide a
1830 written rationale in support of their position.
- 1831 Proposed revisions, the vote of the departmental Faculty and any accompanying
1832 written rationale shall be forwarded simultaneously to the Assistant Vice President

1833 for Academic Human Resources, the Dean, and the Association, by the Department
1834 Head, and shall be reviewed by the Department Head, who shall within thirty (30)
1835 calendar days excluding summer term either note concurrence with the recommended
1836 changes(s) or, in a written statement, provide a rationale as to why the proposed
1837 change should not be approved, and if such statement is not provided within thirty
1838 (30) calendar days excluding summer term will be deemed approved by the
1839 Department Head. The recommendation for change, the Faculty vote and its written
1840 rationale, if provided, and the Department Head's concurrence shall be forwarded to
1841 the Dean for consideration. The Dean shall within thirty (30) calendar days excluding
1842 summer term either note concurrence with the recommended change(s) or, in a
1843 written statement, provide a rationale as to why the proposed changes should not be
1844 approved, and if such statement is not provided within thirty (30) calendar days
1845 excluding summer term will be deemed approved by the Dean. The recommendation
1846 for change, the faculty vote and its written rationale, if provided and the Department
1847 Head and Dean's concurrence or written exceptions shall be forwarded by the Dean
1848 to the Standing Committee for its consideration. The Standing Committee shall
1849 respond, in writing, to the request within thirty (30) calendar days (excluding summer
1850 term) either approving the requested change(s) or providing a rationale as to why the
1851 proposed changes were not approved.

1852 b. Revisions must be submitted to the Standing Committee by no later than January 15
1853 of each academic year and approved by no later than March 15 for such revisions to
1854 be applicable in the following year's evaluation process. It is agreed that the
1855 Standing Committee will meet twice in each of the fall and winter semesters to
1856 consider submitted revisions. A completed and dated signature page must accompany
1857 each Departmental Evaluation Document approved. Once approved, copies including
1858 the completed signature page, are held by the EMU-AAUP and the Assistant Vice
1859 President for Academic Human Resources. Copies are sent to the Department Head
1860 for distribution to all Faculty. New Faculty receive the Departmental Evaluation
1861 Document from the Department Head.

1862 c. In those instances where there is not a majority vote of the Standing Committee to
1863 support a recommended change, the Departmental Evaluation Document shall stand
1864 as previously written.

1865 **G. New Departments and/or College Reorganization**

1866 1. Tenure-track and Tenured Faculty

1867 a. Tenured Faculty shall retain the original date of their Tenure as they are transferred to
1868 the new department and said Tenure status shall be recognized thereafter as residing
1869 in the new Department.

1870 b. Probationary Faculty working towards Tenure shall work towards Tenure in their new
1871 Department in accordance with the probationary evaluation schedule in which they
1872 were originally hired.

- 1873 2. New Departmental Evaluation Documents
- 1874 a. Departments newly created, split, or merged during the life of this Agreement shall
1875 complete the development of a Departmental Evaluation Document and obtain
1876 Standing Committee approval by no later than April 30th of the first complete
1877 academic year following the creation, split, or merger of the department(s).
- 1878 b. Procedural channels identical to those set forth in [Article XIII.F.](#) above shall be
1879 utilized when submitting proposed documents to the Standing Committee.
- 1880 c. In those instances where there is not a majority vote of the Standing Committee to
1881 support a newly created Evaluation Document by April 30th of the first complete
1882 academic year following the creation, split, or merger of the department(s), applicants
1883 from said department shall be evaluated against the standards of performance set forth
1884 in [Article XV](#) of this Agreement.
- 1885 d. During the year that a merged, split or newly created department is developing an
1886 Evaluation Document, Faculty affected by such creation, split, or merger shall be
1887 evaluated in accordance with the Departmental Evaluation Document that was
1888 applicable to their performance prior to said creation, split, or merger.
- 1889 3. Evaluations
- 1890 a. Until the new Departmental Evaluation Document is approved and takes effect,
1891 Faculty shall be evaluated in accordance with the performance standards, criteria, and
1892 procedures in the Departmental Evaluation Document of the original Department.
1893 The original department committee, Department Head and Dean shall complete the
1894 evaluation. In unique circumstances, the College Council will appoint a new
1895 department evaluation committee.
- 1896 b. Once the new Departmental Evaluation Document is approved and takes effect,
1897 Faculty shall be evaluated in accordance with the performance standards, criteria, and
1898 procedures in the new Departmental Evaluation Document. The new department
1899 committee, Department Head and Dean shall complete the evaluation.
- 1900 4. Departmental Input Document
- 1901 a. Newly created or merged departments or colleges, and those departments or colleges
1902 that are otherwise absent a system for Faculty input as provided in this Agreement,
1903 shall develop and submit an Input Document for approval by no later than April 30
1904 of the first (1st) complete year following the creation, split, or merger of a department or
1905 college, whichever is applicable. If such are not in place by April 30, as provided
1906 herein, the generic document developed and approved by EMU and the Association
1907 shall be implemented.

- 1908 5. Input
- 1909 The EMU-AAUP and EMU agree to the following process for any proposed
1910 departmental realignment, within or across colleges.
- 1911 The process will be as follows:
- 1912 a. The Dean(s) will ask, in writing, for written input from the affected
1913 departments/programs on the move of any programs or faculty. The input will be
1914 required within thirty (30) working days from the day the input is requested.
- 1915 Faculty may ask for any information and/or data needed regarding the move from the
1916 Dean(s). This information and/or data will be provided by the office of the Dean(s)
1917 or Academic Human Resources.
- 1918 Faculty will vote on whether Faculty members moving from one department to
1919 another can be appointed based on DED appointment standards.
- 1920 A majority of the entire Faculty in the new department must approve giving Tenure
1921 and rank to the Dean(s) within thirty (30) days of the requested input.
- 1922 b. After the Dean(s) receives the input from the affected department faculty, the Dean(s)
1923 will decide whether or not to move forward with the move.
- 1924 If the Dean(s) supports the move, the Dean(s) will ask, in writing, for written input
1925 from the appropriate College Council(s) on the realignment of any programs or
1926 faculty.
- 1927 If the Dean(s) does not support the move, the Dean(s) will provide a written response
1928 to the faculty in the affected Departments regarding the decision to not support the
1929 move, as well as respond to specific comments, concerns and issues based on the
1930 input. The Dean(s) has thirty (30) working days to issue the response.
- 1931 c. After receiving written input from the College Council(s), the Dean(s) then has thirty
1932 (30) working days to respond to the input from the College Council(s) and make a
1933 decision regarding whether or not to allow the move.
- 1934 d. If the reorganization is across colleges, the Faculty Senate will provide input to the
1935 Provost. The Provost will then have thirty (30) working days to respond to the
1936 Faculty Senate.

1937 **ARTICLE XIV. FACULTY APPOINTMENTS, FACULTY PARTICIPATION IN**
1938 **GRADUATE PROGRAMS, REAPPOINTMENTS, TENURE AND PROMOTION**

1939 **A. Appointments and Reappointments: General Provisions**

1940 1. Appointments to the Bargaining Unit shall be probationary (e.g., working toward
1941 academic tenure) or tenured (e.g., holding indeterminate academic tenure).

1942 2. A probationary appointment shall be subject to renewal or non-renewal by EMU at its
1943 expiration date, except in those instances in which a Faculty Member is initially
1944 appointed in mid-academic year (e.g., at the beginning of the winter term).

1945 Until a Faculty Member is accorded tenure by EMU, they shall be employed on the initial
1946 probationary appointment of three (3) years followed by a two (2) year appointment (e.g.,
1947 initial appointment is for three (3) years, commencing from September 1 of the year one
1948 (1) to August 31 of the year three (3), subject to renewal after year three (3) at the August
1949 31 expiration date), except in those instances in which an initial appointment is made
1950 after September 1 (e.g., at the beginning of the Winter term). In those instances, said
1951 initial appointment shall be adjusted accordingly, and shall thereafter be subject to
1952 renewal, pursuant to the provisions of [Article XIV.A.2](#).

1953 a. In those instances in which a Faculty Member is initially appointed in mid-academic
1954 year (e.g., at the beginning of the winter term), the duration between such initial
1955 appointment and the following September 1, shall be deemed the first (1st) year of
1956 appointment, unless the Faculty Member decides not to use this initial period as the
1957 first (1st) year of appointment. The decision not to use this initial period as the first
1958 (1st) year of appointment shall be made: 1) by the Faculty Member by October 15 of
1959 the first (1st) calendar year of their appointment by Associate Professors and
1960 Professors, or 2) by October 15 of the second (2nd) calendar year of their appointment
1961 by Assistant Professors and Instructors. The Faculty Member shall notify the
1962 Department Head of their decision in writing by October 15.

1963 b. In those instances in which a Faculty Member is initially appointed and commences
1964 their employment with the University during a summer term, said summer term
1965 appointment shall not be construed as a part of the Faculty Member's initial
1966 probationary year and in such instances, the initial probationary year of appointment
1967 shall, for purposes of evaluation for reappointment, tenure and promotion, be
1968 construed to have begun on September 1 immediately following said summer
1969 appointment.

1970 3. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or
1971 professional library service shall be appointed to the rank of Instructor, Assistant
1972 Professor, Associate Professor or Professor.

1973 4. Faculty Members who are selected to participate in the process of hiring Faculty in their
1974 department will be provided with materials that give guidance in proper procedure for

1975 searching, interviewing and notifying potential candidates for hire. The appropriate
1976 Faculty committee shall make recommendations for appointment and service/rank credit,
1977 as defined in [Article XIV.A.14](#). to the Department Head. The recommendation will be
1978 based upon evaluation of the candidate's qualifications with respect to standards in the
1979 Departmental Evaluation Document and the Agreement. Recommendations for
1980 appointment, including any service/rank credit shall be forwarded, in order, to the
1981 Department Head or the appropriate administrative agent, the Dean of the college, the
1982 Provost, the President, and the Board of Regents, for approval or disapproval.

1983 Department Evaluation Document (DED) Tenure and Rank Academic
1984 Qualifications/Credentials must be equivalent to Department Evaluation Document
1985 (DED) appointment standards.

1986 5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided
1987 by this Agreement shall be approved by the Provost or their designee in the Office of the
1988 Provost and a copy provided to the Faculty Member and the Association. Any
1989 extension(s) or modification(s) of any appointments which include terms and conditions
1990 beyond those provided by this Agreement, and any special understandings shall also be
1991 stated in writing by the Provost or their designee and a copy provided to the Faculty
1992 Member and the Association.

1993 6. In the event an appointment shall be made in any department without the consent of a
1994 majority of Faculty Members in that department, the action may be the subject of a
1995 grievance on the basis that the appointee is not academically qualified, does not meet the
1996 published description of the position, or does not meet the appointment criteria set forth
1997 in the Departmental Evaluation Document.

1998 7. Recommendations for appointment shall be made pursuant to the input system as
1999 specified in [Article XIII](#), and only after careful professional review.

2000 8. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only
2001 after providing for the input of the Faculty Members of the department in which rank is
2002 being considered, consistent with the provisions of the input system established in
2003 accordance with [Article XIII](#).

2004 9. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit
2005 but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be
2006 considered as a probationary employee for a period of time consistent with their rank.
2007 This requirement may be waived by EMU and by a majority vote of the Faculty Members
2008 of the department in which rank is to be held. Said vote may be conducted at the time of
2009 initial appointment as a non-Bargaining Unit employee or at some later time.

2010 10. A regular non-Bargaining Unit employee who was previously a member of the
2011 Bargaining Unit and who transferred out of the Unit while a probationary employee shall
2012 if returned to the Unit have a probationary period consistent with their rank less the
2013 period of time previously served as a probationary employee in the Unit, except that such

2014 probationary period shall not be less than two (2) years. The probationary period may be
2015 waived by EMU and by a majority vote of the Faculty Members of the department in
2016 which rank is to be held. Said vote may be conducted at the time of initial appointment
2017 as a non-Bargaining Unit employee or at some later time.

2018 11. Service as a member of the teaching Faculty with a primary appointment as an Instructor,
2019 Assistant Professor, Associate Professor, or Professor prior to the certification of the
2020 agent shall be considered as previous membership in the Bargaining Unit.

2021 12. Service as a full-time temporary employee outside the Bargaining Unit (e.g., Lecturers)
2022 may be considered as satisfying a portion of the required years of service specified in this
2023 Agreement. A Faculty Member who has full-time teaching or related professional
2024 experience at an institution of higher education or equivalent may receive credit at the
2025 time of their initial appointment for a portion of their teaching experience for the purpose
2026 of tabulating service/rank credit to determine their eligibility for consideration for tenure
2027 and/or promotion, provided:

2028 a. only full-time experience shall be considered for credit;

2029 b. the service/rank credit given the new hire shall be credited on a one year-for-one year
2030 basis;

2031 c. the total years of credit that are accorded the new hire shall not exceed one-half (1/2)
2032 of the total probationary years of service or two (2) years, whichever is less, that are
2033 required before the Faculty Member is eligible for tenure consideration;

2034 d. the number of years that are to be credited toward the Faculty Member's eligibility
2035 for consideration for tenure/promotion are stated in writing in an appointment letter, a
2036 copy of which shall be provided the Association.

2037 In the event that credit for prior experience is not set forth in writing and granted prior
2038 to the Faculty Member's initial date of appointment, such credit shall be barred from
2039 further consideration.

2040 13. A Faculty Member who applies for a position in a department other than the department
2041 in which they are currently assigned (e.g., a department other than that in which they
2042 currently hold rank and tenure or is working toward tenure), is eligible for consideration
2043 for employment in such other department the same as applicants from outside the
2044 University and shall be subject to the appointment procedures as specified in this
2045 Agreement, except in the case of a Faculty Member who is subject to layoff or on layoff
2046 status, who shall have preferential status as specified in [Article VIII](#).

2047 14. Rank and tenure status may be granted consistent with the appointment procedures
2048 provided for in this Agreement, subject to the approval by EMU as herein provided,
2049 except that any such appointment with a tenure date prior to the date of appointment in

2050 the “new” department shall require the specific approval of both a majority of the Faculty
2051 Members in the “new” department and approval of EMU at each review level.

2052 If departmental votes for new academic administrators are requested by EMU, the
2053 Association will be notified prior to the request being made to the department. Approval
2054 will be granted consistent with the appointment procedures provided for in this
2055 Agreement and the relevant evaluation standards for the department/school in which rank
2056 and Tenure are sought. In making their determination for rank and Tenure, Faculty
2057 Members shall be entitled to the complete curriculum vita of the administrative
2058 appointee, as well as other relevant information that EMU shall make available. As part
2059 of the on-campus interview, Faculty Members may request an in-person interview with
2060 the new administrative employee prior to making their determination.

2061 15. Criteria to be followed and procedures to be considered in making decisions regarding
2062 applications for reappointment are set forth in [Article XV](#).

2063 **B. Faculty Participation in Graduate Programs**

2064 Departments shall periodically review criteria for Faculty participation in graduate programs
2065 as part of the process of program review.

2066 **C. Tenure**

2067 1. The primary purpose of academic tenure originally and presently is the preservation of
2068 academic freedom. That freedom, protected by a sufficient degree of economic security
2069 to make the profession attractive to men and women of ability, is essential if the
2070 Professor and thereby the University is to fulfill the function of being that agency in
2071 society devoted to the search for and exposition of truth. At Eastern Michigan
2072 University, academic tenure is awarded to a Faculty Member only after they have proven
2073 themselves to be a worthy member of the University community.

2074 2. The years of a probationary appointment for which a Faculty Member is evaluated and
2075 may be granted tenure are dependent on the rank at which the initial appointment is
2076 made, as follows:

Initial Appointment Rank	Evaluation of Tenure
Professor	Third Probationary Year
Associate Professor	Fourth Probationary Year
Assistant Professor	Fifth Probationary Year
Instructor	Sixth Probationary Year

2077 3. Faculty members who do not have United States permanent resident status at the time of
2078 hire will follow the evaluation schedule in [Article XV](#). However, they will not be
2079 accorded Tenure until they have attained lawful permanent resident status in the United
2080 States, or otherwise have the right to reside permanently in the United States by April 30,
2081 within five (5) years following the year in which final application for Tenure is made.

2082 Failure to earn Tenure will result in the Faculty Member not being reappointed. Failure
2083 to obtain lawful permanent resident status in the United States within five (5) years
2084 following the year in which final application for Tenure is made, or otherwise have the
2085 right to reside permanently in the United States will result in the Faculty Member not
2086 being reappointed.

2087 4. When tenure is granted it shall become effective at the beginning of the following
2088 academic year.

2089 5. In those instances in which a Faculty Member's last opportunity for tenure evaluation, as
2090 set forth above, results in the denial of tenure, or in the instance that a Faculty Member is
2091 not reappointed after their pre-Tenure full review, said Faculty Member shall be
2092 reappointed for one additional year to the Bargaining Unit in the department/area in
2093 which Tenure/reappointment was denied. Such individuals are not eligible for
2094 reconsideration or further evaluation for Tenure/reappointment during a terminal year
2095 appointment.

2096 6. Appointments with tenure will be indeterminate and may be terminated only for a
2097 reasonable and just cause, except in the case of retirement ([Article XX](#)), medical
2098 disability ([Article XI](#)), or layoff ([Article VIII](#)).

2099 7. A non-Bargaining Unit employee who has Faculty rank at EMU and who has been
2100 previously granted tenure while a member of the Bargaining Unit shall, if returned to the
2101 Bargaining Unit, have their tenure recognized.

2102 8. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured
2103 Faculty Members in the University or any division thereof.

2104 9. Criteria and procedures to be considered in making decisions regarding tenure are set
2105 forth in [Article XV](#).

2106 **D. Promotion**

2107 1. It is recognized that in certain academic disciplines attainment of specific degrees may be
2108 less directly related to professional performance than in others. Academic attainment is
2109 stated below in terms of minimum degrees. However, departments may establish
2110 appropriate professional equivalencies for each of the academic requirements indicated
2111 below, subject to the approval of the Provost or their designee. These established
2112 equivalencies shall be respected by all persons evaluating an applicant for promotion.

2113 a. Instructor

2114 Master's degree or equivalent.

2115

- 2116 b. Assistant Professor
- 2117 Two (2) years as an Instructor, Doctor’s degree or equivalent.
- 2118 c. Associate Professor
- 2119 Five (5) years as an Assistant Professor, Doctor’s degree or equivalent.
- 2120 d. Professor
- 2121 Five (5) years as an Associate Professor, Doctor’s degree or equivalent.
- 2122 In each of the above instances, only years in rank at Eastern Michigan University and
- 2123 those years of prior experience credited in accordance with the provisions of XIV.A.14
- 2124 shall be considered.

2125 2. Full Professor Salary Adjustment

2126 A tenured faculty member who has held the rank of Professor for ten (10) or more years

2127 may apply for a Full Professor Salary adjustment. With the exception of years in rank,

2128 the evaluation criteria and procedures for this recognition are identical to those employed

2129 for a promotion of Associate Professor to Professor. A faculty member who is awarded

2130 this recognition shall have their salary increased by the amount specified in [Article](#)

2131 [XVIII.J.](#) at the beginning of the next academic year. For the determination of salary

2132 increases in subsequent years, the salary adjustment shall be treated as part of base pay.

2133 A Professor may apply and receive this salary adjustment to their base every ten (10)

2134 years.

2135 3. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the

2136 University or any division thereof.

2137 4. Criteria and procedures to be considered in making decisions regarding applications for

2138 promotion are set forth in [Article XV.](#)

2139 **E. Tabulation of Duration of Appointments**

2140 To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for

2141 Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member

2142 must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular

2143 fall/winter Semesters or while serving on a formal appointment under Plan C or Plan C1.

2144 Faculty Members who work less than thirty-two (32) weeks during the regular fall /winter

2145 semesters or while serving on a formal appointment under Plan C or Plan C1, or whose

2146 appointment is less than 100%, shall have their service/rank credit proportionately reduced.

2147 A Faculty Member shall not earn more than one (1) full year’s service/rank credit during any

2148 twelve (12) month period commencing September 1 through and including August 31.

2149 With these general guidelines, Faculty Members shall, except as otherwise provided in this
 2150 Agreement, be accorded service/rank credit, as follows:

Creditable	Non-Creditable
Service on Grants directly related to the Faculty Member's discipline	Time spent on unpaid leaves except as provided for in Article XI
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
Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves	
Other time spent on leave where service/rank credit is approved by EMU.	
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 or XIV.A.14.	

2151 All grants of tenure or promotion shall become effective at the beginning of the academic
 2152 year following the academic year in which application for same is made.

2153 **ARTICLE XV. EVALUATION CRITERIA AND PROCEDURES FOR**
2154 **REAPPOINTMENT, TENURE, PROMOTION, AND PERIODIC REVIEWS OF**
2155 **TENURED FACULTY (UNTENURED FACULTY HIRED BEFORE SEPTEMBER 1,**
2156 **2015 WILL FOLLOW ARTICLE XV IN THE 2012-2015 COLLECTIVE**
2157 **BARGAINING CONTRACT [SEE APPENDIX E.]**

2158 **A. General Provisions**

2159 1. Each department shall conduct Faculty evaluations using procedures, techniques, and
2160 criteria specified in its Departmental Evaluation Document developed and/or
2161 subsequently modified in accordance with the Faculty input system as provided for in
2162 [Article XIII](#).

2163 2. There are two (2) kinds of evaluations of Faculty performance: (1) Full Evaluations of
2164 probationary and tenured Faculty for reappointment, tenure, promotion and Full Professor
2165 Salary Adjustments; and (2) Professional Evaluations of tenured Faculty Members.

2166 3. Evaluations shall be conducted in accordance with the schedules established in this
2167 article. Faculty Members have ten (10) working days to respond to an evaluation.

2168 4. Annual Activity Reports

2169 By no later than October 15 of each year every tenured Faculty Member shall complete
2170 and submit, electronically, an Annual Activity Report to their Department Head unless
2171 the Faculty Member is on leave and time is not creditable pursuant to [Article XIV.E](#). The
2172 information contained in the Annual Activity Report shall provide the basic data for
2173 professional performance evaluations of tenured Faculty Members. Department Heads
2174 may provide additional relevant documentation.

2175 5. Evaluation Dossiers

2176 a. All Faculty are required to maintain an electronic Evaluation Dossier. The dossier
2177 will be used by all evaluators in evaluating Faculty, including for reappointment,
2178 tenure, promotion, professional performance evaluations, and Full Professor Salary
2179 Adjustment.

2180 b. The Evaluation Dossier is to be a 'living' document that can be added to at any time
2181 up until October 15 of the year the Faculty Member is applying for Tenure, or until
2182 February 1 of the year the Faculty Member is applying for promotion or for a Full
2183 Professor Salary Adjustment. On October 15 of the year a Faculty Member will be
2184 evaluated for Tenure, the dossier will be closed and no information may be added to
2185 the dossier after October 15. On February 1 of any year a Faculty Member is
2186 applying for promotion or for a Full Professor Salary Adjustment, the dossier will be
2187 closed and no information may be added to the dossier after February 1.

2188 c. Evaluators will not be given access to a Faculty Member’s dossier before October 15
2189 or February 1 of any year a Faculty Member is up for evaluation.

2190 d. It is the Faculty Member’s responsibility to maintain and add documents to the
2191 Evaluation Dossier. The Evaluation Dossier must include all documents that a
2192 Faculty Member wants evaluated.

2193 **B. Evaluation Criteria**

2194 1. Instructional Effectiveness

2195 a. The required and most important criterion is Instructional Effectiveness. The
2196 teaching Faculty shall give evidence of ability and commitment to lead students of
2197 varying capabilities into a growing understanding of the subject matter, tools, and
2198 materials of their disciplines. In the case of Faculty released from teaching,
2199 Instructional Effectiveness is the equivalent of the activity for which the release was
2200 awarded. In the case of library Faculty, satisfactory professional performance shall
2201 be the equivalent of Instructional Effectiveness.

2202 b. Evaluation techniques for all Faculty Members shall include at least the following
2203 types of evaluation of teaching:

- 2204 (1) Peer evaluations,
- 2205 (2) Department Head evaluations,
- 2206 (3) Classroom visitations,
- 2207 (4) Student evaluations, and
- 2208 (5) Self evaluations.

2209 Where appropriate, assessment of academic advising of students shall also be
2210 included.

2211 c. Departments shall incorporate in their Departmental Evaluation Document:

2212 (1) a set or sets of approved questions for the student evaluation form comprised of
2213 the two core items plus no fewer than an additional six items determined by a vote
2214 of Faculty Members in the Department. An additional set of at least six questions
2215 shall be prepared for student evaluation of courses that include on-line instruction.

2216 (2) approved questions for peer and Department Head classroom visitations, and
2217 additional approved questions appropriate for evaluation of on-line instruction.

2218 (3) a procedure for classroom visitations, covering whether and when notice of the
2219 visit will be given to the Faculty Member.

2220 (4) a procedure for evaluation of on-line instruction that limits such evaluation to a
2221 single lesson or unit of the course, equivalent to one face-to-face course meeting

2222 during which the faculty member shall be present. Each individual peer and
2223 Department Head classroom visitation or on-line course observation and related
2224 evaluative statements shall be in writing, shall name the observer, and shall be
2225 provided to the Faculty Member within five (5) working days following the
2226 classroom visit. Rationale for evaluative statements must be explained and/or
2227 documented.

2228 d. The Faculty Member shall be entitled to up to two additional peer evaluations by
2229 faculty chosen by mutual agreement of the Faculty Member and the Department
2230 Head. This agreement must be reached by October 15, if the Faculty Member is
2231 being evaluated for reappointment or tenure; by February 1, if the Faculty Member is
2232 being evaluated for promotion or for a Full Professor Salary Adjustment.

2233 e. Faculty Members shall be responsible for retaining all original copies of approved
2234 student evaluation forms and summary reports, including student comments, for the
2235 period under evaluation. During any evaluation of Instructional Effectiveness, the
2236 Faculty Member shall provide to evaluators any and all copies of forms and reports,
2237 including student comments, for such period. As part of their narrative, the Faculty
2238 Member may provide a statement addressing student evaluations, explaining the
2239 responses and providing any additional information they deem relevant. Should the
2240 Faculty Member receive a negative evaluation, the evaluator will include in their
2241 evaluation a response to the Faculty Member's statement.

2242 f. All Interim Meetings and Full Evaluations (including Full Professional Performance
2243 Evaluations of tenured Faculty) must include classroom visitations by the Department
2244 Head and at least two (2) members of the appropriate departmental committee.
2245 Responsibility for setting up classroom visitations rests with the parties doing the
2246 evaluation of the Faculty Member. Classroom visitations occur after October 15,
2247 unless mutually agreed to by all parties involved.

2248 2. Scholarly/Creative Activity

2249 The manner in which each of the Scholarly/Creative Activities listed below is counted
2250 toward fulfilling the evaluation criteria of each department is governed by its
2251 Departmental Evaluation Document.

2252 a. The Faculty Member shall give documented evidence of their contribution to their
2253 discipline or area of specialization within the discipline or in an interdisciplinary
2254 specialization by scholarly investigation (e.g., research) and/or creative activity, and
2255 of its publication or other dissemination in one of the following ways:

2256 (1) among practitioners in their discipline; or

2257 (2) among a wider community.

2258 b. It is intended that the Faculty Member shall utilize their expertise to address problems
2259 in their discipline or in an interdisciplinary specialization through scholarly and/or
2260 creative activity that clearly contributes to the discipline, specialization, or
2261 interdisciplinary area through:

2262 (1) Scholarly investigation, creative activity and/or research of an original and/or
2263 previously unreported nature; or

2264 (2) applied research, investigation, or scholarly analysis of existing research,
2265 information, and creative endeavors resulting in the development of new data,
2266 information, applications, and/or interpretations.

2267 (3) In disciplines where practice and tradition include Faculty involvement in student
2268 research which is subsequently published or otherwise disseminated, such
2269 research shall not be barred from consideration as appropriate scholarly activity,
2270 insofar as said Faculty involvement is shown to fulfill the expectations in Section
2271 2.b.(1) or 2.b.(2) above.

2272 (4) In recognition of the need to encourage the retraining of Faculty to assume
2273 professional responsibilities in areas where available expertise is in short supply,
2274 completion by the Faculty Member of a retraining program which brings them to
2275 a specified level of skill in such area of need may be applied toward satisfaction
2276 of the Scholarly/Creative Activity criterion for such purposes and for such period
2277 of time only as expressly approved in writing by the appropriate departmental
2278 committee, the Department Head, the college Dean and the Provost. In those
2279 instances where written approval of a retraining program is not obtained in
2280 advance, retraining shall be barred from consideration when the Faculty
2281 Member's Scholarly/Creative Activity is evaluated.

2282 c. Each of the three (3) activities below may, under the conditions specified, be
2283 considered as partially fulfilling the Scholarly/Creative Activity criterion. The
2284 Scholarly/Creative Activity criterion cannot be satisfied by any of these alone, or
2285 solely in combination with each other.

2286 (1) Professional Development

2287 Professional development shall be an acceptable substitute for Scholarly/Creative
2288 Activity, only as specifically allowed in Departmental Evaluation Documents
2289 amended after September 1, 1993.

2290 EMU and the Association recognize the value of substantive professional
2291 development activities that may be undertaken by Faculty to enhance their
2292 delivery of classroom instruction and/or expand their professional knowledge
2293 base. In order to encourage Faculty to engage in such endeavors, professional
2294 development activities may be applied toward satisfaction of the
2295 Scholarly/Creative Activity criterion insofar as these activities are clearly in

2296 addition to those necessary to maintain the level of knowledge and/or expertise in
2297 the Faculty Member’s discipline or area of specialization required to fulfill the
2298 Instructional Effectiveness standards ([Article XV.B.1.](#)) of this Agreement, subject
2299 to the following conditions:

2300 Prior to undertaking any professional activity for which credit may be sought, a
2301 Faculty Member shall submit a written proposal for pre-approval to their
2302 department. The proposal shall outline the professional activity, its duration and
2303 the projected benefits of the activity. If approved by the Department Head and
2304 the appropriate departmental committee, the professional development, when
2305 completed, shall be evaluated to determine if it fulfills the criteria for such
2306 professional development contained in the Departmental Evaluation Document.

2307 (2) Grant Development/Administration

2308 EMU and the Association recognize the need to encourage Faculty to engage in
2309 the vital process of seeking, obtaining and administering grants from outside
2310 agencies. The preparation of grant proposals for outside agencies, whether
2311 funded or not, and/or the administration of a grant project, shall be considered as
2312 Scholarly/Creative Activity (unless preparation is done during release time from
2313 instruction; it would then be considered Instructional Effectiveness) if said
2314 preparation involves scholarly activity (e.g., research or teaching projects) of a
2315 substantial nature. The applicant must document such activity and the importance
2316 of the endeavor to the discipline or interdisciplinary area, the department, the
2317 college or University, as set forth in [Article XV.B.2.b.](#) above.

2318 (3) Doctoral Dissertation Research

2319 Doctoral dissertation research undertaken by Faculty in those departments where
2320 the doctorate is not recognized as the terminal degree or required for the purpose
2321 of achieving tenure shall be considered as Scholarly/Creative Activity in the
2322 year(s) in which such research is undertaken, provided the applicant furnishes
2323 documentary evidence of the nature of the research and provides an abstract
2324 documenting the importance of the endeavor to the discipline and the appropriate
2325 departmental committee and Department Head provide a qualitative statement
2326 supporting the importance of the doctoral research.

2327 3. Service

2328 a. The Faculty Member must give evidence of service in the department.

2329 b. Further, the Faculty Member must give evidence of interest and activity that extends
2330 beyond the department into areas such as University and college-wide committees,
2331 student activities, professionally related community affairs, and grant activities, either
2332 disciplinary or interdisciplinary if not counted as Scholarly/Creative Activity. If
2333 activity is counted as Scholarly/Creative Activity, it cannot be counted as service.

2334 **C. Departmental Evaluation Documents**

- 2335 1. The foregoing criteria must be applied to applicants engaged in disciplines as varied as
2336 dance, literature, marketing, physics, and mathematics. To guide applicants within the
2337 various disciplines concerning activities which might be considered appropriate as
2338 counting toward fulfillment of these criteria, EMU and the Association have recognized
2339 the need for evaluation documents within each department, as provided in [Article XIII](#).
- 2340 2. To clarify the role of Departmental Evaluation Documents in specifying the ways in
2341 which contract requirements may be met, EMU and the Association hereby reaffirm and
2342 make clear their intent that, in addition to satisfying the conditions set forth in the
2343 applicable Departmental Evaluation Documents, all candidates for reappointment, tenure,
2344 and promotion must satisfy without exception and irrespective of the terms of any
2345 Departmental Evaluation Document, application form, or other document to the contrary,
2346 all elements of the evaluation criteria provided herein, and all other terms and conditions
2347 of this Agreement.
- 2348 3. In those instances where a requirement set forth in this Agreement diverges from a
2349 requirement set forth in the Departmental Evaluation Document, the more stringent
2350 requirement shall apply, except as modified by this Agreement. For purposes of further
2351 clarification, each Departmental Evaluation Document contains listings of activities that
2352 might be considered appropriate as counting toward fulfilling obligations in the areas of
2353 Instructional Effectiveness, Scholarly/Creative Activity, and Service. However, the fact
2354 that an applicant may cite an activity which is included in a Departmental Evaluation
2355 Document does not mean that it will automatically count toward fulfilling an evaluation
2356 criterion. Each Faculty Member must provide qualitative documented evidence that
2357 establishes that they have, in fact, satisfied the appropriate evaluation criteria. No
2358 activity shall count towards fulfilling an evaluation criterion without such qualitative
2359 documentation unless otherwise provided herein.

2360 **D. Service Rank Credit**

2361 Only work completed while a Faculty Member is in rank at EMU may be counted for
2362 purposes of reappointment, tenure, and promotion decisions, unless, in accordance with
2363 [Article XIV.A.](#), partial service/rank credit is granted for experience prior to joining the
2364 Faculty at EMU. The partial service/rank credit which a Faculty Member receives at the date
2365 of hire, and the Instructional Effectiveness, Scholarly/Creative Activity, and Service
2366 documented during the period of time for which they are given credit at the initial date of
2367 hire shall be creditable for reappointment, tenure, and/or promotion, insofar as: (a) the
2368 activities are consistent with the definitions set forth in the Agreement; (b) the activities
2369 fulfill the standards of the Faculty Member's Departmental Evaluation Document; and (c) the
2370 Faculty Member's application for reappointment, tenure, and/or promotion is in compliance
2371 with the terms and conditions of this Agreement.

2372 **E. Procedures for Faculty Evaluation**

- 2373 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion,
 2374 Professional Performance Evaluations of tenured Faculty, and termination decisions may
 2375 be made in accordance with the time schedules provided in this Agreement.
- 2376 2. It is recognized that the evaluation process is a continuing one, intended for constructive
 2377 purposes. The Department Head shall provide regular opportunity to discuss professional
 2378 evaluation and to offer assistance to the Faculty Member in the improvement of their
 2379 professional performance.
- 2380 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as
 2381 provided for in [Article XI](#) and/or [XII](#)).

2382 **F. Schedule of Evaluations for Probationary Appointments: Reappointment/Tenure for**
 2383 **Faculty**

- 2384 1. Evaluations of probationary Faculty Members shall be conducted consistent with the
 2385 following schedule:

INITIAL APPOINTMENT RANK	EVALUATION SCHEDULE YEAR					
	1	2	3	4	5	6
PROFESSOR		F	T			
ASSOCIATE		F	I	T		
ASSISTANT		I	F	I	T	
INSTRUCTOR		I	F	I	I	T

- 2386 F = Full Evaluation
 2387 T = Tenure Evaluation
 2388 I = Interim Meeting

2389 In a Faculty Member’s first year of employment with EMU, no evaluation is required.

2390 A Faculty Member’s rank at initial appointment shall determine the evaluation schedule
 2391 for Full Evaluation and Interim Meetings.

- 2392 2. Procedures for All Faculty Undergoing Interim Meetings

2393 Interim Meetings provide a review of a Faculty Member’s professional activities in the
 2394 years prior to Faculty Member’s Full Evaluation and Tenure.

2395 By October 15 of a Faculty Member’s second year of appointment, they must submit
 2396 their Student Evaluations from year one (1) to the Department Head. The Department
 2397 Head and the appropriate departmental committee will review the Student Evaluations

2398 and will meet with the Faculty Member. This meeting needs to be completed by
2399 February 15 and the Dean and Provost and Assistant Vice President of Academic Affairs
2400 need to be informed, in writing, that the Interim Meeting has been completed.

2401 Prior to the Interim Meetings, classroom visitations shall be conducted by the Department
2402 Head and at least two (2) members of the appropriate departmental committee, per
2403 XV.B.1.d, to be discussed at the Interim Meeting.

2404 Interim Meetings must consist of a meeting with the Department Head and the
2405 appropriate departmental committee and will focus primarily on a Faculty Member's
2406 meeting expectations for tenure. This meeting needs to be completed by February 15.
2407 The discussion shall include both the positive elements seen as well as those elements of
2408 the Faculty Member's performance where improvement might reasonably be expected by
2409 the time the Faculty Member applies for Tenure. The evaluators shall give some
2410 indication as to whether or not the Faculty will meet the appropriate department
2411 standards.

2412 Faculty performance is reviewed in the department without formal written evaluation.

2413 In the year prior to the full evaluation for Tenure, the Department Head and appropriate
2414 departmental committee will meet with the Faculty Member and review the Faculty
2415 Member's Full Evaluation for reappointment from the previous year.

2416 The discussion shall focus on the elements of the Full Evaluation where improvement in
2417 the Faculty Member's performance was indicated. The evaluators will give some
2418 indication as to whether or not deficits (if any) seen in the Full Evaluation of the Faculty
2419 Member's performance are developing in a way that is appropriate for the department's
2420 standards for Tenure.

2421 Evaluations particular to the Interim Meeting process shall not set positive or negative
2422 precedent for the written evaluation or ratings resulting from a Full Evaluation of any
2423 Faculty Member.

2424 **G. Procedures for all Faculty Members Undergoing Full Evaluations**

2425 1. Full Evaluations of Probationary Faculty Members for Reappointment and/or Tenure

2426 a. For the purpose of determining whether or not a Faculty Member is eligible for
2427 reappointment and/or tenure, periodic Full Evaluations of probationary Faculty
2428 Members shall be conducted in accordance with the evaluation schedule as set forth
2429 in XV.C. and D. above.

2430 b. By October 15 of each academic year that a Faculty Member is scheduled for a Full
2431 Evaluation, they shall submit an application for evaluation to the Department Head
2432 wherein they provide a complete and documented statement of their Instructional,
2433 Service, and Scholarly/Creative activities. Scholarly/Creative activities which have

2434 been submitted for review, but which have not yet been accepted for publication or
2435 other dissemination in a specific form and forum (e.g., a specific journal, conference,
2436 or exhibition) may be included in the October 15 application if the Faculty Member
2437 has a reasonable expectation that they will be accepted prior to March 1 of the
2438 following year. Such Scholarly/Creative activities for which documented acceptance
2439 in the originally specified form (including editorially required modifications) and
2440 forum of dissemination is received prior to March 1 shall be deemed to satisfy the
2441 documentation requirement for the Full Evaluation.

2442 c. It is not required that a Faculty Member make separate application for reappointment
2443 and/or tenure. A determination of a Faculty Member's eligibility for tenure shall be
2444 made in any Full Evaluation conducted in a reappointment year in which a Faculty
2445 Member has fulfilled the minimum number of years of service required for them to be
2446 granted tenure as provided in [Article XIV.C.2](#).

2447 d. Full Evaluations shall take into consideration the record of Instructional
2448 Effectiveness, Service and Scholarly/Creative Activity performed since the Faculty
2449 Member's initial probationary appointment or last Full Evaluation, whichever is
2450 applicable, unless credit is accorded for experience pursuant to [Article XIV.A.14](#).
2451 The Faculty Member's first (1st) Full Evaluation of Scholarly/Creative Activity for
2452 Associate Professor (Year 2), Assistant Professor (Year 3), and Instructor (Year 3)
2453 shall serve only to inform the Faculty Member of their progress in this area of
2454 performance. In all cases, a rating shall be assigned to the Faculty Member's
2455 performance in Scholarly/Creative Activity, but this rating shall be advisory only.
2456 The recommendation to reappoint or not reappoint during the first (1st) Full
2457 Evaluation shall be based solely on the Faculty Member's performance in
2458 Instructional Effectiveness and Service.

2459 e. Full Evaluations shall be conducted in accordance with the procedures and techniques
2460 in the applicable Departmental Evaluation Document and the provisions of this
2461 Agreement, insofar as said procedures and techniques are available (e.g., due to the
2462 publication date, University student evaluations' results may not be available). All
2463 evaluations shall be based on the standards of performance of said Departmental
2464 Evaluation Document and this Agreement.

2465 f. The Faculty Member's response to their evaluation(s) and the evaluation(s) shall be
2466 forwarded in turn to the Department Head, Dean and Provost and Executive Vice
2467 President for their review. The Provost and Executive Vice President shall notify the
2468 Faculty Member by no later than March 15 of their decision.

2469 g. Faculty Members receiving two (2) years service rank credit at the time of their initial
2470 appointment shall submit their application materials for review no later than February
2471 1 of the first (1st) year of their appointment. The Provost shall notify the Faculty
2472 Member by no later than May 31 of their decision regarding reappointment.

- 2473 2. Full Evaluation of Faculty Members Applying for Promotion
- 2474 a. A Faculty Member who is eligible simultaneously for tenure and promotion in the
2475 same academic year shall have the option of indicating via a checkbox on the
2476 Reappointment/Tenure application form that the application for Full Evaluation
2477 submitted on October 15 is also an application for promotion.
- 2478 An update covering any activities between October 15 and February 1 may be
2479 provided by the applicant on February 1.
- 2480 The Faculty Member who is not simultaneously a candidate for tenure shall inform
2481 the Department Head in writing of their intent to apply for promotion by the previous
2482 October 15.
- 2483 Applications for promotion must be submitted by February 1.
- 2484 Scholarly/Creative activities which have been submitted for review, but which have
2485 not yet been accepted for publication or other dissemination in a specific form and
2486 forum (e.g., a specific journal, a conference, or exhibition) may be included in the
2487 February 1 application, if the Faculty Member has a reasonable expectation that they
2488 will be accepted prior to May 15.
- 2489 Such Scholarly/Creative activities for which documented acceptance in the originally
2490 specified form (including editorially required modifications) and forum of
2491 dissemination is received prior to May 15 shall be deemed to satisfy the
2492 documentation requirement for the promotion application.
- 2493 b. Application forms shall be consistent with the criteria and terms of this Agreement
2494 and shall be made available to Faculty Members by the Provost through their
2495 departmental offices. The Faculty Member eligible simultaneously for tenure and
2496 promotion in the same academic year shall have the option of indicating via a check
2497 box on the application form that the application for Full Evaluation submitted on
2498 October 15 is also an application for Promotion.
- 2499 c. Evidence of the Faculty Member's Instructional Effectiveness, Scholarly/Creative
2500 Activity and Service since their last promotion, or, if applicable, initial appointment,
2501 shall be included in the application for promotion which shall be evaluated in
2502 accordance with the standards of performance, procedures and techniques as provided
2503 in the applicable Departmental Evaluation Documents and this Agreement, insofar as
2504 said procedures and techniques are available (e.g., due to the publication date,
2505 University student evaluation results may not be available).
- 2506 The Faculty Member's response to their evaluation(s) and the evaluation(s) shall be
2507 forwarded in turn to the Department Head, Dean and the Provost for their review.
2508 The Provost shall advise the applicant of the results of their review by no later than
2509 May 31.

2510 3. Applicant Responsibility-Full Evaluation for Reappointment, Tenure and Promotion

2511 It is the responsibility of each Faculty Member to document in clear and explicit terms
2512 both the quantity and quality of their activities. An Application for Full Evaluation shall
2513 include a brief narrative statement for each evaluation criterion explaining how and to
2514 what extent the activities claimed have met the standards set forth in the Departmental
2515 Evaluation Document and the terms of this Agreement, or where, if applicable, they have
2516 exceeded those requirements.

2517 For example, a given Departmental Evaluation Document may specify that a Faculty
2518 Member's participation in meetings of professional societies, or regional or local sub-
2519 groups of such societies, will serve as a valid category/type of activity which may be
2520 cited in support of the Faculty Member's application for promotion. Such participation
2521 alone, however, does not relieve the Faculty Member of the burden of providing
2522 documented evidence detailing in clear and explicit terms in what specific respects their
2523 participation in such activity contributed to their discipline or area of specialization, or
2524 satisfies such other criteria for which it is offered. EMU and the Association intend to
2525 stress particularly the requirement that each evaluation candidate must, in their narrative
2526 statement submitted in support of their claims of Scholarly/Creative Activity, explain in
2527 clear and explicit terms precisely how, why, and to what extent each of the cited activities
2528 has contributed to the discipline or area of specialization and otherwise fulfills the
2529 Scholarly/Creative Activity criterion of their evaluation document and the terms of this
2530 Agreement, or where, if applicable, they have exceeded those requirements.

2531 In those instances where a Faculty Member has cited activities which appear in refereed
2532 journals or are published by reputable sources, or are presented in a clearly refereed
2533 format, reference to these activities and inclusion of copies of these materials (where
2534 feasible) shall be deemed to satisfy the documentation requirements.

2535 The Faculty Member can choose to respond in writing to each level of evaluation. If the
2536 Faculty Member chooses to respond, they have ten (10) working days. A response to the
2537 department committee's evaluation is sent to the Department Head, a response to the
2538 Department Head's evaluation is sent to the Dean and a response to the Dean's evaluation
2539 is sent to the Provost.

2540 4. Departmental Committee and Department Head Responsibilities – Full Evaluation

2541 a. The Department Head shall provide each Faculty Member with the opportunity to
2542 bring their record of professional preparation and achievements (e.g., degrees,
2543 publications, etc.) up to date annually and shall deposit these additional records in
2544 their official personnel file and/or departmental file.

- 2545 b. It shall be the Department Head's responsibility to:
- 2546 (1) Secure and maintain the results of all evaluations undertaken for the assessment of
2547 the Faculty Member's performance and make them available to the appropriate
2548 departmental committee at the time of the evaluation.
- 2549 (2) Make available to the departmental committee, the application and all supporting
2550 documentation submitted by the Faculty Member.
- 2551 c. The appropriate departmental committee shall review the application, all supporting
2552 data, and the evaluations conducted pursuant to this Article. Upon completion of the
2553 review, the committee shall prepare an evaluation report on the applicant.
- 2554 The evaluation report shall be supported by narrative statements which explain in
2555 clear and explicit terms how/why the applicant's activities do or do not satisfy the
2556 standards of performance in the Departmental Evaluation Document and the terms of
2557 this Agreement. Specifically, the departmental committee shall explain:
- 2558 (1) The evaluation efforts which were conducted and their individual results.
- 2559 (2) The qualitative and, where applicable, quantitative basis for all ratings which
2560 were assigned.
- 2561 (3) Precisely how and to what extent the activities claimed do or do not satisfy the
2562 standards of performance of the Faculty Member's Departmental Evaluation
2563 Document and the criteria of [Article XV.B.](#) above, and, in particular, how those
2564 activities claimed as Scholarly/Creative Activity have contributed to the discipline
2565 or area of specialization.
- 2566 The departmental committee shall submit a copy of its evaluation to the Faculty
2567 Member. The departmental committee shall forward to the Department Head the
2568 following:
- 2569 (a) The Faculty Member's application and supporting materials.
- 2570 (b) The departmental committee's evaluation. Letters of denial shall be
2571 forwarded by the Department Head to the Association and the Assistant VP
2572 for Academic Human Resources.
- 2573 (c) All other supporting documentation, evaluation results, etc.
- 2574 d. The Department Head shall prepare their evaluation report taking into consideration:
- 2575 (1) The Faculty Member's application and supporting materials.
- 2576 (2) The departmental committee's evaluation.

2577 (3) The results of all evaluations undertaken for the assessment of criteria in XV.B.,
2578 and other supporting documentation.

2579 (4) Any response(s) of the Faculty Member to the departmental committee's
2580 evaluation.

2581 The Department Head shall include in their evaluation, narrative statements which
2582 explain in clear and explicit terms how/why the applicant's activities do or do not
2583 satisfy the standards of performance in the Departmental Evaluation Document and
2584 the terms of this Agreement. Specifically, the Department Head shall explain:

2585 (1) The evaluation efforts which were conducted and their individual results.

2586 (2) The qualitative and, where applicable, quantitative basis for all ratings which
2587 were assigned.

2588 (3) Precisely how and to what extent the activities claimed do or do not satisfy the
2589 standards of performance of the Faculty Member's Departmental Evaluation
2590 Document and the criteria of [Article XV.B.](#) above, and in particular, how those
2591 activities claimed as Scholarly/Creative Activity contributed to the discipline or
2592 area of specialization.

2593 The Department Head shall submit a copy of their evaluation to the Faculty Member,
2594 who shall have ten (10) working days to respond.

2595 Copies of all letters of denial shall be forwarded to the Association and the Assistant
2596 VP of Academic Human Resources at the same time they are sent to the applicant.

2597 e. The Department Head shall forward to the Dean the following:

2598 (1) The Faculty Member's application and supporting materials;

2599 (2) The departmental committee's evaluation;

2600 (3) The Department Head's evaluation;

2601 (4) The results of all evaluations undertaken for the assessment of the criteria in
2602 [Article XV.B.](#) and all other supporting documentation; and,

2603 (5) Any response(s) of the Faculty Member to the departmental committee's
2604 Evaluation.

2605 Any and all of the items (1), (2), (3), (4), or (5) shall be placed in the Faculty
2606 Member's personnel file, with the exception that should an application be supported
2607 by documentation in the form of original works, publications (e.g., books and

2608 magazines), or other items too costly to copy, said documentation shall be forwarded
2609 in accordance with this Article through the review process and, upon completion of
2610 all reviews, returned to the Faculty Member.

2611 5. Dean’s Responsibility – Full Evaluation

2612 Full Evaluations shall be reviewed by the Dean in accordance with the standards of
2613 performance in the Departmental Evaluation Document and the terms of this Agreement.
2614 The Dean shall submit a copy of their evaluation to the Faculty Member explaining why
2615 the particular judgment has been made. The Faculty Member shall have ten (10) working
2616 days to respond. The recommendation at this level, together with any response from the
2617 Faculty Member, together with all prior recommendations and other materials previously
2618 forwarded by the Department Head shall be forwarded to the Provost and Executive Vice
2619 President.

2620 Copies of all letters of denial shall be forwarded to the Association and the Assistant VP
2621 of Academic Human Resources at the same time they are sent to the applicant.

2622 6. Provost’s Responsibility – Full Evaluation

2623 a. Applications for Reappointment/Tenure

2624 The Provost shall review the Full Evaluations for reappointment and tenure and on or
2625 before March 15, advise the applicant of the results of their review and forward their
2626 recommendations to the President for their approval of reappointments and
2627 recommendation to the Board of Regents for granting of tenure. If notice of non-
2628 reappointment or of final denial of tenure is not given by March 15, a Faculty
2629 Member’s appointment shall be extended for an additional year, during which time a
2630 decision to reappoint or to grant or deny tenure, whichever, is applicable, shall be
2631 made.

2632 b. Applications for Promotion

2633 The Provost shall review the Full Evaluations for promotion on or before May 31,
2634 advise each applicant of the results of their review and forward their
2635 recommendations to the President for their approval.

2636 7. Reappointment and promotion shall be deemed granted upon approval of the President.
2637 Tenure shall be deemed granted upon the Board of Regents’ approval. Tenure,
2638 promotion and promotional salary adjustments provided in [Article XVIII](#) of this
2639 Agreement shall become effective at the beginning of the next academic year.

2640 8. Faculty Members may withdraw their applications for promotion at any time upon
2641 written request at the appropriate level without prejudice. All materials specifically
2642 submitted by the applicant shall be returned to the Faculty Member; other materials shall
2643 be returned to the departmental personnel file.

2644 9. The parties recognize that decisions with respect to the reappointment, tenure, and
2645 promotion of a Faculty Member result from critical professional evaluations and
2646 judgments. All individuals evaluating applications for reappointment, tenure, and
2647 promotion shall apply the standards of performance in the Departmental Evaluation
2648 Documents insofar as they are consistent with the terms of this Agreement, and they shall
2649 rate the applicant in accordance with the criteria and standards of performance therein.
2650 The requirements specified and provided in [Article XIV](#), in addition to the result of
2651 evaluations as herein provided, shall be considered in making reappointment, tenure, and
2652 promotion decisions.

2653 10. Negative Review

2654 a. Applications for reappointment, final evaluation for tenure, and promotion which
2655 receive negative recommendations shall be forwarded through administrative review
2656 channels in the same manner as those which receive positive recommendations, after
2657 the committee or person recommending the rejection has written a letter to the
2658 Faculty Member clearly stating the criteria and relevant data upon which the rejection
2659 is based, subject to the provision below.

2660 b. In the event that the Provost disapproves of any recommendation for reappointment
2661 or a final tenure recommendation by the departmental committee or the Department
2662 Head, the recommendation shall be returned with a statement of reasons to the
2663 department for reconsideration and further recommendations. A copy of any such
2664 statement of reasons and request for reconsideration and further recommendations
2665 shall be sent to the Faculty Member at the same time as the statement is sent to the
2666 department. When a response to the Provost's request is provided by the department,
2667 a copy shall at the same time be provided to the Faculty Member.

2668 c. Further, should an application be returned to the department it shall be returned to the
2669 person(s) who made the original recommendation with which the Provost takes issue
2670 and shall be returned within five (5) days of receipt thereof to the Provost.

2671 d. To deny a Faculty Member's application for re-appointment, tenure, or promotion,
2672 the Department Head, the Dean, or the Provost must base such denial upon justifiable
2673 factors relative to the Faculty Member's failure to meet the standards of performance
2674 or other conditions set forth in this Agreement and/or the Departmental Evaluation
2675 Document. All letters of denial must clearly and concisely state the reasons for the
2676 denial and address themselves to how the applicant has been judged to have failed to
2677 satisfy the terms of this Agreement and/or the Departmental Evaluation Document.

2678 e. Copies of all letters of denial shall be forwarded to the Association at the same time
2679 that they are sent to the applicant.

2680 **H. Denial**

2681 For purposes of this Article, denial shall be construed to have occurred when the Provost
2682 denies a reappointment, award of tenure, or promotion, or supports such denial from an
2683 earlier review and recommendation level. However, grievances of procedural violations in
2684 the evaluation process must be filed at the appropriate Step of the grievance procedure (Step
2685 1, 2 or 3) as provided in [Article VII](#), subject to the time limits provided therein.

2686 Denial of reappointment, tenure, or promotion of a Faculty Member shall be subject to
2687 review under the grievance procedure provided for in [Article VII](#), commencing at Step 3.

2688 **I. Professional Performance Evaluations of Tenured Faculty**

2689 1. Standards of Performance

2690 It is required that all tenured Faculty Members meet the criteria set forth in [Article XV.B.](#)
2691 above at a satisfactory level. In accordance with the rating scale provided in all
2692 Departmental Evaluation Documents, a rating of Average denotes performance
2693 commensurate with the expectations for the Faculty Member's rank; therefore, in order
2694 for a tenured Faculty Member to be deemed satisfactory in a professional performance
2695 evaluation they must perform their professional responsibilities at a level required to
2696 receive a rating of at least Average in each of the three (3) evaluation areas in accordance
2697 with the standards if their Departmental Evaluation Document and the Master
2698 Agreement.

2699 A tenured Faculty Member's performance during each five-year period that they hold
2700 tenure at Eastern Michigan University shall be evaluated. During the professional
2701 performance evaluation of a tenured Faculty Member not seeking promotion, the
2702 Department Head shall review the annual activity reports applicable to the five (5) year
2703 evaluation period (e.g., the last five (5) years' performance of a tenured Faculty Member)
2704 to determine whether the Faculty Member's performance is satisfactory. (If the
2705 Department Head has information which indicates a significant problem in Instructional
2706 Effectiveness or if the Faculty Member has no record of Service, the Department Head
2707 may conduct a review more frequently).

2708 If, upon completing a five (5) year review of the Annual Activity Reports and available
2709 relevant material, the Department Head (guided by the Departmental Evaluation
2710 Document) determines that a Faculty Member's performance meets or exceeds the
2711 department's standards for Average, they shall so state in writing and place a copy of this
2712 statement in the Faculty Member's departmental personnel file, with a copy to the
2713 Faculty Member, the college Dean, and the Office of the Provost for inclusion in the
2714 University personnel file.

2715 If, upon completing any review of the Annual Activity reports, the Department Head
2716 determines that a Faculty Member's performance does not rise to the level of Average in
2717 the Departmental Evaluation Document, they shall bring their concerns to the attention of

2718 the department's Personnel Committee. Together the Department Head and the
2719 committee shall review the Annual Activity Reports and any relevant
2720 information/documents (e.g., student evaluations, letters received, etc.) available to them.

2721 If their joint review concludes that there appear to be no deficits in the Faculty Member's
2722 performance, they shall say so in writing and place a copy of this statement in the Faculty
2723 Member's departmental personnel file, with a copy to the Faculty Member, the college
2724 Dean, and the office of the Provost for inclusion in the University personnel file.

2725 If the joint review confirms that there appear to be deficits in the Faculty Member's
2726 performance, they shall be given the opportunity to discuss their situation with the
2727 committee and the Department Head in order to determine if such deficits exist, the
2728 severity of the deficits and how they might be corrected.

2729 If after meeting with the faculty member, the department personnel committee, and the
2730 Department Head agree that deficits in the Faculty Member's performance are minor in
2731 nature and appear to be correctable within a period of one (1) academic year or less, no
2732 performance improvement plan is required. The Department Head shall inform the Dean
2733 in writing of the department's concern, with a copy to the Faculty Member, and the
2734 Office of the Provost for inclusion in the University personnel file.

2735 The following year the Department Head and the department personnel committee shall
2736 meet with the Faculty Member and review that year's Annual Activity Report to
2737 determine if the minor deficit(s) in performance has been corrected. If the minor
2738 deficit(s) has been corrected, they shall say so in writing and place a copy of the
2739 statement in the Faculty Member's departmental personnel file, with a copy to the
2740 Faculty Member, the Dean, and the Office of the Provost for inclusion in the University
2741 personnel file.

2742 If after the meeting with the faculty member to review the most recent Annual Activity
2743 Report, the Faculty Member's record over the period specified for correcting the minor
2744 deficit(s) indicates that performance problems remain, the department personnel
2745 committee and the Department Head shall initiate a Full Professional Performance
2746 Evaluation. This Full Professional Performance Evaluation is to be conducted according
2747 to the standards, processes, and possible sanctions outlined in [Article XV.G](#).

2748 If the Department Head and personnel committee disagree concerning the severity of the
2749 deficits (one part believes the deficits are more than minor), the Department Head may
2750 call for a Full Professional Performance Evaluation in the area (s) of faculty
2751 responsibility for which the deficits have been identified.

2752 If, after the meeting with the faculty member, the department personnel committee and
2753 Department Head both agree that deficits in the Faculty Member's performance are so
2754 serious as to take more than one year to correct, the department personnel committee and
2755 Department Head shall initiate a Full Professional Performance Evaluation. This Full

2756 Professional Performance Evaluation is to be conducted according to the standards,
2757 processes, and possible sanctions outlined in [Article XV.G.](#)

2758 2. Full Professional Performance Evaluation Process

2759 The parties agree that a Full Professional Performance Evaluation can be conducted as a
2760 result of a review that occurs in less than a five (5) year cycle, and a plan for
2761 improvement can likewise be established, if applicable, provided the procedures in
2762 [Article XV.G.1](#) are implemented prior to the initiation of the Full Professional
2763 Performance Evaluation. It is expressly agreed that Full Professional Performance
2764 Evaluations are not to be substituted for routine professional performance evaluations,
2765 but only implemented where serious or long-term problems exist.

2766 During the Full Professional Performance Evaluation of a Faculty Member not seeking
2767 promotion, the personnel committee and Department Head shall meet with the tenured
2768 Faculty Member to review only the area, or areas, of faculty responsibility (Instructional
2769 Effectiveness, Scholarly/Creative Activity, or Service) for which serious deficits are
2770 determined to exist. The Annual Activity Reports applicable to the period under review,
2771 the results of the required evaluation techniques set forth in [Article XV.B.1.](#) and any
2772 documentation the Faculty Member wishes to provide, are used to determine whether the
2773 Faculty Member's performance is satisfactory. If the Faculty Member's performance is
2774 determined to be satisfactory, the Department Head shall provide a written report that
2775 shall detail the evaluation and the basis for the determination that the Faculty Member is
2776 performing at a satisfactory level, which shall include appropriate reference to
2777 department standards set forth in the Departmental Evaluation Document and specific
2778 accomplishments of the Faculty Member in each of the three (3) areas of evaluation.

2779 In those instances where the evaluators conclude that a Faculty Member has not
2780 performed at a satisfactory level, in one or more of the three (3) areas of faculty
2781 responsibility, the Department Head shall reduce the evaluation to writing, clearly stating
2782 the basis for the determination. The personnel committee members shall signify their
2783 concurrence or non-concurrence and sign the evaluation, which shall then be given to the
2784 Faculty Member who may respond within five (5) working days of their receipt of the
2785 evaluation. The Faculty Member may include in their response any and all
2786 evidence/documentation in support of their performance that they deem appropriate.

2787 Upon completion of any Full Professional Performance Evaluation the Department Head
2788 shall meet with the college Dean to review the results of the evaluation(s).

2789 In those instances where the Dean concurs with the department's evaluation(s) of
2790 satisfactory performance, the written report shall be forwarded to the Office of the
2791 Provost for inclusion in the Faculty Member's personnel file and a copy provided to the
2792 Faculty Member.

2793 In those instances where the Dean does not concur with the department's evaluation(s) of
2794 satisfactory or unsatisfactory performance, the Dean shall reduce their objections to

2795 writing, and shall return the evaluation to the department for further consideration. The
2796 department and/or the Faculty Member may respond to the Dean within five (5) working
2797 days of receipt of the Dean's objection and may include in the response any and all
2798 evidence/documentation in support of the evaluation of a Faculty Member's performance.

2799 If, after this further consideration, the Dean concurs with the department's evaluation of
2800 satisfactory, they shall say so in a letter to be placed in the departmental personnel file,
2801 with a copy to the Faculty Member, the Department Head, and the Office of the Provost
2802 for inclusion in the University personnel file.

2803 3. Unsatisfactory Performance-Programs for Improvement

2804 In the event there is final determination by the Dean of the college that the Faculty
2805 Member's performance for the period covered by the Full Professional Performance
2806 Evaluation is unsatisfactory, the Dean shall schedule a meeting to consult with the
2807 Department Head, the personnel committee, the Faculty Member, the Assistant Vice
2808 President for Academic Affairs, and representative of the EMU-AAUP to explore the
2809 structure for a program to assist the Faculty Member in correcting their unsatisfactory
2810 performance, which shall be set forth in a program and timetable for improvement of not
2811 less than one year's duration. The Program for Improvement shall set out expectations
2812 and assessment procedures based on the criteria in the Departmental Evaluation
2813 Document and this Master Agreement. If there is disagreement between any of the
2814 aforementioned parties as to: a) whether a Program for Improvement should be written;
2815 b) the contents of the Program for Improvement; or c) the assessment of the Faculty
2816 Member's performance, the college Dean shall have the final responsibility for
2817 developing the Program for Improvement.

2818 When the Program for Improvement is finalized, it shall be presented to the affected
2819 Faculty Member. Copies shall be forwarded to the Office of the Provost and the
2820 Association.

2821 Extensions of Programs for Improvement beyond the timelines originally established
2822 shall be possible, under the following conditions:

2823 A meeting of the Dean of the College, Department Head, personnel committee, the
2824 Faculty Member, the Assistant Vice President for Academic Affairs, and representative
2825 of the EMU-AAUP shall be convened to discuss a proposed extension.

2826 Specific reasons for the desirability of an extension shall be presented by the Department
2827 Head.

2828 An extension proposal must be finalized by the Dean of the college and presented to the
2829 Faculty Member no later than thirty (30) days prior to the expiration of the original
2830 Program for Improvement.

2831 In the event there is a dispute pertaining to the appropriateness of a particular Program
2832 for Improvement, a Grievance may be filed commencing at Step Three of the Grievance
2833 Procedure set forth in [Article VII](#). However, grievances of procedural violations in the
2834 Full Professional Performance Evaluation process must be filed at the appropriate step of
2835 the Grievance Procedure (Step One, Two) as provided for in [Article VII](#), subject to the
2836 time-lines provided therein. For purposes of determining the time-lines for filing
2837 grievances at a Step Three of the Grievance Procedure, University actions in the Full
2838 Professional Performance Evaluation process shall be construed to have occurred when
2839 the Association receives copies of Programs for Improvement (originals or extensions)
2840 from the Dean.

2841 Once a Program for Improvement has been established, time-lines in the program shall
2842 govern any further evaluation of areas of deficiency or extensions of the program. The
2843 Faculty Member's progress shall be assessed by the Department Head in consultation
2844 with the department Personnel Committee at assessment points specified in the Program
2845 for Improvement.

2846 The Department Head shall report the results of evaluations conducted at any interim
2847 assessment points provided in a Program for Improvement, and the final results of the
2848 assessment of a Faculty Member's compliance with a Program for Improvement to the
2849 Dean of the college who shall determine if the Faculty Member has satisfactorily
2850 completed the Program for Improvement. If they so conclude, they shall inform the
2851 Faculty Member in writing and provide a copy to the Provost, the Faculty Member, and
2852 the Association.

2853 4. Sanctions

2854 In the event it is determined that the Faculty Member has not complied with the Program
2855 for Improvement, sanctions may be initiated by EMU. Any sanction contemplated by
2856 EMU should be discussed with the department Personnel Committee prior to any
2857 action(s) being taken.

2858 Professional Performance Evaluations shall not be conducted during a term that a Faculty
2859 Member is on Plan C or C1 (as provided for in [Article VIII](#)) or is not teaching.

2860 **J. Evaluation of Department Heads**

2861 Faculty Members in a department shall be given the opportunity to present to the Dean of the
2862 college their evaluation of the Department Head using the form and procedures agreed upon
2863 by EMU and EMU-AAUP. Such evaluations shall be conducted for the purpose of
2864 improvement of the performance of the Department Head and should review the Department
2865 Head's strengths and weaknesses in meeting their obligations for department leadership and
2866 management. Departments may append any additional evaluation materials deemed
2867 appropriate by the Faculty in the department, with prior notification of the Dean. Such
2868 evaluations shall be given triennially in the fall term or more frequently as requested by the
2869 Dean. Evaluations will be required in the fall term after a Department Head has been in their

2870 position for three years, or it has been three full years since the last department head
2871 evaluation by the Faculty. The Department Head will be allowed until November 15th of an
2872 evaluation year to submit a portfolio of materials that they wish to be considered during the
2873 review process to their department's personnel committee. Within forty-five (45) working
2874 days of the receipt of the results of these evaluations the Dean shall communicate with the
2875 Faculty in the department regarding the effect that these evaluations shall have.

2876 Department Head Evaluation Procedures

2877 The evaluation should be conducted by the department Personnel Committee which will:

- 2878 1. schedule the evaluation;
- 2879 2. be responsible for distributing and collecting the evaluation forms;
- 2880 3. provide each Faculty Member with the Department Head Evaluation Form (as agreed to
2881 by the parties on November 1, 2011) and any documentation the Department Head has
2882 furnished;
- 2883 4. tabulate the results and provide a statistical analysis to the department Faculty;
- 2884 5. type any Faculty comments to protect confidentiality;
- 2885 6. give the Department Head its statistical analysis and the typed comments and offer to
2886 meet with the Department Head to discuss the results. Upon receipt of the statistical
2887 analysis and the typed comments, the Department Head shall have ten (10) working days
2888 to respond in writing to the evaluation, if they desire; and,
- 2889 7. provide the Dean with the statistical analysis, the typed comments, and the original
2890 evaluation forms and any written response from the Department Head.

2891 **K. Evaluation of Deans and the Provost**

2892 The College Advisory Councils shall conduct periodic evaluations of the academic Deans,
2893 and the Faculty Senate shall conduct a periodic evaluation of the Provost. As part of the
2894 evaluation, the administrator will provide a self-assessment and documentation to the
2895 evaluating faculty. Results will be communicated to the person being evaluated and their
2896 respective supervisor. The supervisor of the person being evaluated will communicate the
2897 results of the submitted evaluation to the appropriate faculty together with any additional
2898 comments they wish to make within thirty (30) working days.

2899 **ARTICLE XVI. NON-RENEWAL OF PROBATIONARY APPOINTMENTS,**
2900 **SUSPENSIONS, TERMINATIONS AND RESIGNATIONS**

2901 **A. Non-Renewal of Probationary Appointments**

2902 The parties recognize EMU’s right not to renew a probationary appointment beyond its
2903 specified term, or extended term, for performance, academic or financially related reasons.
2904 Such reasons shall include, but are not limited to, failure to meet the requirements for
2905 reappointment set forth in the Faculty Member’s Departmental Evaluation Document or
2906 letter of appointment or reappointment, programmatic changes, or the reduction, reallocation,
2907 or elimination of financial resources within a department, college, or the University. To
2908 clarify the parties’ intent, if non-renewal is based on reasons other than those stated above,
2909 the provisions of [Article VIII](#) shall apply.

2910 In those instances in which a Faculty Member is initially appointed and commences their
2911 employment with the University during a summer term, said summer term appointment shall
2912 not be construed as a part of the Faculty Member’s initial probationary year; in such
2913 instances, the initial probationary year of appointment shall, for purposes of evaluation for
2914 reappointment, tenure, and promotion, be construed to have begun on September 1
2915 immediately following said summer appointment.

2916 **B. Notice of Non-Renewal of Probationary Appointments**

2917 Written notice of non-renewal shall be given to the probationary Faculty Member by no later
2918 than March 15 of the academic year immediately preceding the academic year for which the
2919 Faculty Member seeks reappointment.

2920 To clarify the parties’ intent, notwithstanding references throughout this Agreement to
2921 academic year appointments, all Faculty Members are considered to be in the employment of
2922 the University on a twelve (12) month basis; tenured Faculty Members by virtue of
2923 continuous appointment, as provided for in [Article XIV.A.2.](#) and XIV.C.5., respectively, for
2924 which Faculty Members receive a base salary as compensation for their regularly scheduled
2925 teaching assignments during the eight (8) month academic year or its equivalent (e.g., Plan C
2926 or Plan C1). Compensation beyond the academic year base salary shall be at the sole
2927 discretion of EMU and shall be for additional services rendered in accordance with the
2928 provisions of [Article XVIII](#), Compensation.

2929 **C. Suspension for Reasonable and Just Cause**

2930 A tenured or probationary Faculty Member may be suspended for reasonable and just cause.
2931 A Faculty Member shall only be suspended by the President, or their designee. The issue of
2932 with or without pay shall be determined by the circumstances of the suspension.

2933 Prior to the imposition of a suspension with pay the Assistant Vice President for Academic
2934 Affairs shall meet with the Faculty Member, and if desired their Association representative,

2935 to discuss the basis for the contemplated action; provided the Faculty Member makes
2936 themselves immediately available and circumstances otherwise permit.

2937 Prior to the imposition of an unpaid suspension, the Assistant Vice President for Academic
2938 Affairs, shall request a meeting of the Review Board (see [Article VII](#)) to discuss the basis for
2939 the contemplated action and to permit the Association's Grievance Officer, the Faculty
2940 Member and other Association representatives serving on the Review Board, to provide
2941 information which they believe may merit consideration by EMU. The Review Board shall
2942 meet and conclude its discussion of the matter within five (5) working days of the Assistant
2943 Vice President's request for a meeting.

2944 **D. Termination for Reasonable and Just Cause**

2945 1. A tenured Faculty Member may be terminated for reasonable and just cause. A
2946 probationary Faculty Member may be terminated prior to the end of the specified term of
2947 their appointment for reasonable and just cause.

2948 Reasonable and just cause for termination will be related directly and substantially to the
2949 fitness of the Faculty Member in their professional capacity and limited to serious
2950 professional misconduct, failure to meet professional responsibilities as set forth in
2951 Article IX, or incompetence as determined through the evaluation procedure in [Article](#)
2952 [XV](#).

2953 Intentionally causing injury to persons and/or damage to property, forcibly interrupting
2954 the normal daily teaching, research or administrative operation of the University or
2955 directly inciting others to engage in such actions shall also constitute reasonable and just
2956 cause.

2957 2. Prior to the imposition of a termination, the Assistant Vice President for Academic
2958 Affairs shall request a meeting of the Review Board (see [Article VII](#)) to discuss the basis
2959 for the contemplated action and to permit the Association's Grievance Officer, the
2960 Faculty Member and other Association representatives serving on the Review Board, to
2961 provide information which they believe may merit consideration by EMU. The Review
2962 Board shall meet and conclude its discussion of the matter within five (5) working days
2963 of the Assistant Vice President for Academic Affairs request for a meeting.

2964 a. The Faculty Member shall be provided with a written statement of reasons for the
2965 contemplated action, a copy of which shall also be provided to the Association. Said
2966 statement shall be framed with reasonable particularity.

2967 b. A Faculty Member shall only be terminated by the President, or designee. Prior to
2968 termination, the Faculty Member shall be given an opportunity to discuss the
2969 contemplated action with the President, or designee, looking for mutual settlement.

2970 3. If there is no mutual settlement under Section D.2.b. above, the Faculty Member's
2971 termination shall be confirmed to them in writing, a copy of which shall be provided to
2972 the Association.

2973 **E. Termination for Medical Reasons**

2974 Termination of a tenured Faculty Member, or termination of a probationary Faculty Member
2975 prior to the end of the specified term of their appointment, or extended appointment, for
2976 medical reasons, will be based upon clear and convincing medical evidence that the Faculty
2977 Member cannot perform their professional responsibilities.

2978 **F. Suspensions/Terminations Subject to Grievance Procedure**

2979 Decisions to suspend or to terminate a tenured Faculty Member, or to suspend or to terminate
2980 a probationary Faculty Member as provided above, shall be subject to the grievance
2981 procedure provided for under [Article VII](#) of this Agreement, commencing at Step Three.

2982 **G. Resignations**

2983 In the interest of providing EMU with adequate time to secure replacements, Faculty
2984 Members are expected to give the maximum possible notice of impending resignation.

2985 A notice of resignation shall be submitted in writing to the Department Head and shall
2986 specify the date on which the resignation is to take effect.

2987 **ARTICLE XVII. FACULTY PERSONNEL FILES**

2988 **A. Personnel Files**

2989 Personnel files shall be maintained for each Faculty Member. Except as specified by [Article](#)
2990 [XVII.C.](#) below, only materials from a source identified by name shall be included in the
2991 personnel files.

2992 **B. Administration**

2993 1. The Office of the Provost, or such other office as may be designated by EMU and
2994 announced to the Faculty, shall have custody and control of Faculty Members' personnel
2995 files. Departmental or college files shall not include pre-employment information, except
2996 those data reflecting academic records, vitae supplied by the Faculty Member and
2997 correspondence between the Department Head or Dean and the Faculty Member.

2998 2. Information relating to payroll, fringe benefits, and other specialized type functions may
2999 be maintained in other departments to which such functions have been assigned.

3000 3. Each Faculty Member has the right to know of each and every personnel file maintained
3001 on them as specified in B.1. and B.2. above.

3002 The Association shall, upon request, be informed of the kind of information contained in
3003 such files provided for in B.2. above.

3004 **C. Contents**

3005 Personnel files may contain the following items (either originals or copies) and shall not
3006 include items excluded under Michigan Public Act 397 of 1978 (Bullard-Plawecki).

3007 1. Signed application form.

3008 2. Transcripts supporting claim to academic training.

3009 3. Documents supporting claim to professional training.

3010 4. Letters and records describing work experience.

3011 5. Copies of all statements of employment.

3012 6. All documents relating to professional growth or performance.

3013 7. All documents pertinent to resignation.

3014 8. All documents pertinent to actions taken pursuant to the provisions of [Article XVI](#).

- 3015 9. Documents indicating special competencies, achievements, scholarly research, academic,
3016 professional, or other contributions.
- 3017 10. Any statements that the Faculty Member wishes to have entered in response to or in
3018 elaboration of any other item in their file.
- 3019 11. Medical records, except as excluded from the definition of “personnel record” in Public
3020 Act 397 of 1978, as amended, or other applicable State or Federal law.

3021 The above items may be presented by the Faculty Member with a written request for
3022 inclusion in their file and shall be included as a matter of right.

3023 **D. Access**

- 3024 1. On the written request of a Faculty Member, the Office of the Provost, or such other
3025 office as may be designated by EMU and announced to the Faculty, will make available
3026 the personnel file of the Faculty Member for examination by a designated representative
3027 of the Faculty Member. Such examinations shall be made in the presence of a designated
3028 representative of EMU.
- 3029 2. Materials in the personnel files may be copied for use at formal hearings in the
3030 University.
- 3031 3. The individual Faculty Member, on giving reasonable notice, shall have access to their
3032 own personnel files, excluding confidential letters of recommendation, during normal
3033 business hours under conditions which protect the integrity of the files. The Faculty
3034 Member shall have the right to copies of materials in their file at their own expense. The
3035 Faculty Member may be accompanied by a representative of their own choice at the time
3036 the file is examined.
- 3037 4. The President and their designated representative shall have access to the personnel file
3038 for official University purposes, including, but not limited to, the following:
- 3039 a. Maintenance of the files.
- 3040 b. Use at official University hearings.
- 3041 c. Use in court proceedings.
- 3042 d. Evaluations.
- 3043 e. Gathering of statistical information.
- 3044 f. Responding to inquiries from prospective employers for information and/or
3045 recommendations.

3046 g. Responding to requests for information from state or federal authorities charged with
3047 enforcement of civil rights, tax, or other statutes.

3048 5. Personnel files maintained at college and departmental levels shall be open to appropriate
3049 administrative officers and their designated representatives, and duly constituted Faculty
3050 Committees, for official University business.

3051 6. Faculty Members have a right of inspection during normal business hours of information
3052 relating to payroll, fringe benefits and other similar specialized items of information
3053 which apply to the particular Faculty Member making the request.

3054 7. EMU will not divulge any data or information from its files relating to any identified
3055 Faculty Member without the express written consent of the Faculty Member, except as
3056 evidence in University hearings, as evidence in legal disputes or in response to a
3057 compulsory legal process and except as provided in [Article XVII.D.4.f.](#) and g. This
3058 provision shall not prohibit publication of statistical information or other use of data in
3059 which no individual is particularly identified.

3060 **E. Correction of Factually Erroneous Information**

3061 If a Faculty Member should become aware of information included in their personnel file that
3062 is factually in error, the Faculty Member may petition, in writing, the Assistant Vice
3063 President for Academic Human Resources, or their authorized designee, to remove said
3064 information from the file. The Faculty Member shall bear the burden of proof of establishing
3065 that the information is factually in error. If the Assistant Vice President for Academic
3066 Affairs, or their authorized designee, concludes that the information is in error, such
3067 information shall either be excised from the document in which it is located, or the document
3068 removed from the Faculty Member's personnel file, whichever the Assistant Vice President
3069 for Academic Affairs, or their authorized designee, in their sole discretion, shall determine to
3070 be appropriate. The decision of the Assistant Vice President for Academic Affairs, or their
3071 authorized designee, pursuant to this [Article XVII.E.](#), shall be final and binding on the
3072 Faculty Member and the Association, and is hereby expressly excluded from the grievance
3073 and arbitration provisions of this Agreement. Further, discussions and/or decisions made
3074 pursuant to this [Article XVII.E.](#) shall not be introduced as evidence or otherwise considered
3075 in any grievance, arbitration, or other proceeding against EMU pertaining to the appointment,
3076 reappointment, tenure or promotion of a Faculty Member, or any other matter.

3077 **ARTICLE XVIII. COMPENSATION**

3078 **A. Salary Period**

3079 All salaries of Faculty Members shall be determined in accordance with the terms of this
3080 Agreement.

3081 **B. 2022-23 Salary Adjustment**

3082 1. Effective October 3, 2022, each Faculty Member appointed prior to September 1, 2021,
3083 shall receive a four percent (4.0%) or \$4,000 increase in their academic year base salary,
3084 whichever is greater.

3085 2. Following the salary adjustment hereinabove provided for academic year 2022-23, those
3086 Faculty Members granted promotions, which are effective with the beginning of the
3087 2022-23 academic year, shall receive those promotional increments provided in [Article](#)
3088 [XVIII.J.](#) below.

3089 **C. 2023-24 Salary Adjustment**

3090 1. Effective with the beginning of the academic year 2023-24, each Faculty Member
3091 appointed prior to September 1, 2022, shall receive an increase of three and a quarter
3092 percent (3.25%) added to their academic year base salary.

3093 2. Following the salary adjustment hereinabove provided for academic year 2023-24, those
3094 Faculty Members granted promotions which are effective with the beginning of the 2023-
3095 24 academic year shall receive those promotional increments provided in [Article XVIII.J.](#)
3096 below.

3097 **D. 2024-25 Salary Adjustment**

3098 1. Effective with the beginning of the academic year 2024-25, each Faculty Member
3099 appointed prior to September 1, 2023 shall receive an increase of three and a quarter
3100 percent (3.25%) added to their academic year base salary.

3101 2. Following the salary adjustment hereinabove provided for academic year 2024-25, those
3102 Faculty Members granted promotions which are effective with the beginning of the 2024-
3103 25 academic year shall receive those promotional increments provided in [Article XVIII.J.](#)
3104 below.

3105 **E. 2025-26 Salary Adjustment**

3106 1. EMU and the Association agree to reopen negotiations on the salary adjustment in 2025 –
3107 2026 no later than June 1, 2025 with the goal to conclude no later than Friday, August 22,
3108 2025. The terms and conditions of this Agreement will remain in full force and effect
3109 during such negotiations.

3110 **F. Supplemental Salary Adjustments**

3111 In addition to the increases provided herein, EMU retains the right to further increase the
3112 salary of any Faculty Member. EMU's granting or failure to grant any additional salary
3113 increase to any Faculty Member shall not be construed to be a violation of the Agreement
3114 and is not subject to the grievance procedure.

3115 EMU shall notify the Association within thirty (30) days of the decision to grant or deny any
3116 additional salary increases approved pursuant to this provision.

3117 **G. Faculty Pay Options**

3118 1. Except as limited herein, Faculty Members have the option of receiving their academic
3119 year salary under the following pay plans. When they have chosen the option they wish
3120 to exercise, the option will remain in full force and effect for the duration of the period
3121 covered by the option selected. If a Faculty Member wishes to change their pay plan for
3122 the following academic year, they may do so by submitting a pay plan election form to
3123 EMU's AHR Office, on forms available in AHR, by no later than August 1st of any given
3124 year. Changes shall not be permitted after August 1.

3125 Option 1 – Total academic year salary to be paid over an eight (8) month period in
3126 sixteen (16) consecutive semi-monthly payments.

3127 Option 2 – Total academic year salary to be paid over a twelve (12) month period in
3128 twenty-four (24) consecutive semi-monthly payments.

3129 Semi-monthly pay dates will fall on the last workday that the University is officially open
3130 for business on or before the 15th of each month and last workday that the University is
3131 officially open for business on or before the last calendar day of each month (e.g., the last
3132 paycheck for each term will be paid on the last workday the University is officially open
3133 for business on or before the 15th of the month or the workday that the University is
3134 officially open for business on or before the last calendar day of each month.)

3135 Faculty Members who fail to advise the AHR Office of their election as herein provided
3136 shall continue to be compensated in accordance with the pay plan under which they were
3137 compensated during the preceding academic year. Newly-hired Faculty Members who
3138 fail to make an election shall be compensated in accordance with Option 2.

3139 All Faculty Members on Plan C or Plan C1 as provided for in [Article VIII](#), Layoff and
3140 Recall shall receive their total academic year salary paid over a twelve (12) month period,
3141 paid in accordance with Option 2.

3142 **H. The Base Academic Year**

3143 1. The base contract year shall consist of two (2) semesters for a total of thirty-two (32)
3144 weeks. Further, Faculty Members will make themselves available for advising and
3145 department and/or college meetings, the week prior to the beginning of each semester
3146 except in those cases where Faculty Members are not required to be on campus as
3147 specified in [Article IX.E](#).

3148 2. When necessary and appropriate for a Faculty Member to teach on a continuing basis
3149 (year round), appointment may be one (1) of two (2) types:

3150 a. Salary shall be determined at one hundred and thirty-three percent (133%) of base
3151 contract salary and the appointment shall be considered as a twelve (12) month
3152 teaching appointment.

3153 b. Salary shall be annualized at one hundred and twenty-five percent (125%) of base
3154 contract salary and the Faculty Member shall teach five (5) out of (6) semesters
3155 during a two (2) year period.

3156 3. For those Faculty Members whose base contract year includes summer session as a
3157 semester, the contract period for the combined terms shall be sixteen (16) weeks.
3158 Further, Faculty Members will make themselves available for advising and department
3159 and/or college meetings the week prior to the beginning of such a semester.

3160 **I. Salaries for Summer, Pre- and Post-Sessions, On-Campus Workshops and Colloquia**

3161 1. Compensation for in-load three (3) credit hour summer courses taught in any summer
3162 sub-term of three (3) weeks or more shall be ten (10) percent of base salary.

3163 Notwithstanding the conversion of compensation for summer teaching to a uniform
3164 twenty percent (20%) of base salary for Faculty, Library Faculty will continue to be paid
3165 twenty-two percent (22%) of base salary for full-time seven and one half (7 1/2) week
3166 assignments. The determination of Faculty appointments in the Library will continue to
3167 be subject to input procedures as provided for in [Article XIII](#) of the parties' Master
3168 Agreement.

3169 Compensation for short-term workshops for which semester hour credits are granted and
3170 which are offered by an academic department shall be in the amount of three percent
3171 (3%) of the Faculty Member's base salary per week (e.g., seven (7) calendar days).

3172 An additional one percent (1%) of base salary per week may be offered to Faculty
3173 Members who supervise workshops which require a twenty-four (24) hour commitment
3174 each day.

3175 Departments may offer summer courses in a compressed format of three weeks or longer.
3176 Appropriate Faculty input shall be provided prior to making a decision to offer

3177 compressed format courses. A compressed format course shall have the same number of
3178 contact hours as the same course offered in the fall or winter semesters. Faculty
3179 Members shall meet their Professional Responsibilities (as specified in [Article IX](#)) for the
3180 period during which the compressed course is offered. Compensation for a summer three
3181 (3) credit compressed format course shall be at ten percent (10%) of base salary.

3182 **J. Salary Adjustment for Promotion**

3183 A Faculty Member who is promoted during the stated term of this Agreement shall have their
3184 salary increased as listed below:

3185 For promotion effective September 1, 2022 and after:

Type of Promotion	Salary Adjustment
Instructor to Assistant Professor	\$3,500
Assistant Professor to Associate Professor	\$6,500
Associate Professor to Professor	\$8,250
Full Professor Salary Adjustment	\$8,250

3186 For the determination of salary increases in subsequent years, the salary adjustment for the
3187 promotion shall be treated as part of base pay.

3188 **K. Salary Adjustment for Completion of Earned Doctorate**

3189 A Faculty Member who meets the requirement for the earned doctorate (e.g., Ph.D., Ed.D.)
3190 certified by the granting institution, and who has not previously held such a degree, shall
3191 have their regular annual base salary increased by \$2,500. If the degree is received after the
3192 beginning of the fall semester, the Faculty Member shall be paid a prorated portion of the
3193 \$2,500 adjustment based upon the time remaining on their current academic year
3194 appointment.

3195 Irrespective of any equivalency established by any Departmental Evaluation Document, letter
3196 of agreement, or any other document or provision of this Collective Bargaining Agreement,
3197 the \$2,500 provided herein shall be granted only for an earned doctoral degree.

3198 **L. Salaries for Teaching Overload Courses**

3199 1. The minimum salaries for teaching overload courses shall be \$1,700 per credit hour.

3200 2. The maximum number of overload courses in the Fall and Winter semesters is three (3)
3201 credit hours per semester. Non-traditional courses ([Article IX.C.](#)) do not count against
3202 this maximum. In extraordinary circumstances, one (1) additional overload course may
3203 be allowed with approval of the Dean.

3204 3. With exception of non-traditional courses ([Article IX.C.](#)), there is no overload in the
3205 Summer. In extraordinary circumstances, overload may be allowed with approval of the
3206 Dean.

3207 4. Faculty may be paid at rates in excess of those set forth in L.1. above in those instances
3208 where market factors require higher rates of pay, which shall be determined by EMU in
3209 its sole discretion. Additionally, the foregoing compensation schedule may be increased
3210 at the discretion of EMU.

3211 **M. Grant Compensation**

3212 1. A Faculty Member shall be eligible for grant compensation specifically provided for in
3213 an approved grant, subject to any limitations imposed by the granting agency's guidelines
3214 and regulations.

3215 For the sole purpose of reporting effort on grants and contracts (concurrent with an
3216 academic year appointment), time spent on Instructional, Scholarly/Creative Activity, and
3217 Service may be adjusted proportionately to the level of effort expended on the grant or
3218 contract. The Faculty member's effort on these activities may be adjusted to meet
3219 responsibilities on grants or contracts at the request of the grant administrator and with
3220 the approval of the Faculty Member and Department Head. Before final approval, the
3221 Director of the Office of Research and Development will review the adjustment to ensure
3222 compliance with funding agency guidelines and regulations.

3223 The faculty member who is recognized as the "principal investigator" of an externally-
3224 fund grant shall receive ten percent (10%) of the grant's indirect costs payable to the
3225 University. In the case of more than one principal investigator, the principal investigators
3226 shall equally share the ten percent (10%). The faculty member(s) receiving these funds
3227 must spend these funds on research-related items within two years of the completion of
3228 the grant. After two years any remaining funds will be moved to the Provost's indirect
3229 cost fund.

3230 As recognition for successful research efforts, the faculty member who is recognized as
3231 the principal investigator of an externally-fund grant that includes indirect costs payable
3232 to the University will receive a stipend in the form of a one-time, not-to-base, payment
3233 based on the value of the external funds awarded to EMU (excluding indirect costs,
3234 matching funds, and amounts awarded to other agencies or universities). In the case of
3235 more than one principal investigator, the principal investigators will equally share the
3236 stipend. The stipend is awarded at the conclusion of the grant after the successful
3237 acceptance of the final report by the funding agency. The stipend amount shall be
3238 determined once per year at the end of the fiscal year in which the grant or grants
3239 concluded as follows:

3240 a. If the total value of the external funds (all concluding grants as described above) was
3241 between \$50,000 and \$99,999, the stipend amount is \$1,000.

- 3242 b. If the total value of the external funds (all concluding grants as described above) was
3243 between \$100,000 and \$299,999, the stipend amount is \$2,000.
- 3244 c. If the total value of the external funds (all concluding grants as described above) was
3245 between \$300,000 and \$499,000, the stipend amount is \$4,000.
- 3246 d. If the total value of the external funds (all concluding grants as described above) was
3247 more than \$500,000, the stipend amount is \$6,000.

3248 When a Faculty Member is appointed to a grant concurrent with a regular appointment
3249 for the academic year or summer term, additional compensation (unless specifically
3250 permitted by the granting agency) is not allowed, but released time from other activities
3251 may be allowed subject to administrative approval and subject to funding provided by the
3252 grant.

3253 In the case of short-term grant activity concurrent with a regular appointment and
3254 constituting less than one-quarter (1/4) released time, a Faculty Member may, at the
3255 request of the grant administrator and with the approval of the Director of the Office of
3256 Research and Development, be compensated. This paragraph serves to limit the number
3257 of days that a Faculty Member may work on grants on an overload basis, e.g., up to 24%
3258 time (when the time commitment is 25% or more, the Faculty Member must take release
3259 time). The rate of compensation will be at a daily rate of six tenths of one (1) percent
3260 (.006) of base pay, or the specific amount allowed by the grant. This paragraph shall not
3261 serve to limit a Faculty Member's total compensation provided additional compensation
3262 meets the approval of the granting agency's guidelines and regulations.

3263 2. Faculty Members assigned to grants on an annualized appointment shall have an
3264 annualized salary equal of base salary of base x 1.44 and shall not be required to be
3265 actively at work during the periods specified in [Article IX.E](#).

3266 3. For Faculty Members assigned to grants between the winter and fall semesters or for
3267 periods in which they hold no regular appointment, compensation shall be as follows:

3268 a. Weekly - 3% of base salary per week. Faculty Members assigned to grants on this
3269 basis shall be required to be actively at work during each week for which
3270 compensation is received including those periods specified in [Article IX.E](#)., and other
3271 break periods in the academic calendar.

3272 b. Daily - 0.006 (6/10th of one percent) of base salary.

3273 c. An amount allowable under the terms of the grant.

3274 **N. Substitution Pay**

3275 A Faculty Member who agrees to substitute for an absent Faculty Member whose paid sick
3276 leave is being debited shall be compensated as provided below:

3277 1. For each course taught, the Faculty Member shall be compensated from the first (1st) one
3278 (1) hour of substitution at the rate of \$60.00 per contact hour class met or per two (2) lab
3279 contact hours met.

3280 2. In those limited instances where it is apparent that a Faculty Member's period of absence
3281 due to illness or injury will be of extended duration, the Dean may authorize the
3282 Department Head to engage the services of a Faculty Member and compensate them at
3283 the foregoing rates commencing with the first hour of substitution.

3284 **ARTICLE XIX. FRINGE BENEFITS**

3285 **A. Description and Listing**

3286 EMU shall provide each Faculty Member a summary description of their fringe benefits
3287 within sixty (60) calendar days of the commencement of their regular employment with
3288 EMU. Updates will be provided as revisions occur. In addition, EMU shall notify and
3289 provide each Faculty Member, by April 30 of each year, a listing of their fringe benefits
3290 outline, including amounts contributed toward the cost of each benefit by EMU and the
3291 Faculty Member.

3292 **B. Eligibility**

3293 Faculty Members must be on at least a fifty percent (50%) appointment to be eligible for
3294 fringe benefits, except as otherwise provided in this Agreement. Faculty Members who are
3295 otherwise eligible to participate in the University's Group Medical Benefits Plan may elect to
3296 waive such coverage, provided they make proper application to the Benefits Office, showing
3297 evidence of coverage through a plan other than one provided by the University. Faculty
3298 Members waiving coverage may re-enroll in the Employer's health plans upon showing
3299 proof that health care coverage on which they relied is no longer available, or during the
3300 open enrollment period. No contributions will be made to TIAA-CREF based on this \$2,000
3301 waiver payment.

3302 **C. Group Medical Benefits Plan**

3303 Commencing with their actual first day of work, Faculty Members shall be provided one of
3304 the following group medical benefits plans: Community Blue PPO (Option 5), BCBS High
3305 Deductible PPO Plan with Health Savings Account (HSA) or Blue Care Network HMO
3306 (Healthy Blue Living).

3307 Comparable group medical benefits and plans may be substituted for the options listed
3308 below, subject to the Association's approval, whose approval shall not be unreasonably
3309 withheld.

3310 **1. Benefit Plan Descriptions**

3311 Benefit plan descriptions are attached in Appendix F and provided on the EMU Human
3312 Resources website. EMU shall provide the Association with a copy of certificates and
3313 riders for all plans ten (10) working days prior to the open enrollment period.

3314 **2. Benefit Plan Contributions**

3315 **a. PPO**

3316 Participants in the Blue Cross and Blue Shield PPO plan shall be required to make the
3317 following contribution through automatic payroll withholding to the cost of such
3318 coverage:

Yearly Premiums for PPO Plan (CY refers to calendar year beginning January 1)				
	CY 2023	CY 2024	CY 2025*	CY 2026*
Single	\$1,292	\$1,470	\$1,562	\$1,661
Two Person	\$3,871	\$4,232	\$4,999	\$5,315
Family w/ 3 – 4 individuals	\$4,976	\$5,584	\$6,249	\$6,643
Family Plus (>4 individuals)	\$6,359	\$7,098	\$8,983	\$9,550

* Faculty Members will pay 20% of the illustrative rate for single, two person, family 3 – 4 individuals and family plus if this amount is less than the premiums provided in CY 2025 and CY2026 for the PPO Plan.

3319 b. HMO

3320 Participants in the Blue Cross and Blue Shield HMO plan shall be required to make
3321 the following contributions through automatic payroll withholding to the cost of such
3322 coverage:

Yearly Premiums for HMO Plan (CY refers to calendar year beginning January 1)				
	CY 2023	CY 2024	CY 2025	CY 2026
Single	\$0	\$0	\$0	\$0
Two Person	\$0	\$0	\$0	\$0
Family w/ 3 – 4 individuals	\$0	\$0	\$0	\$0
Family Plus (>4 individuals)	\$0	\$0	\$0	\$0

3323 c. HDHP

3324 Participants in the Blue Cross and Blue Shield HDHP shall be required to make the
3325 following contributions through automatic payroll withholding to the cost of such
3326 coverage:

Yearly Premiums for HDHP Plan (CY refers to calendar year beginning January 1)				
	CY 2023	CY 2024	CY 2025	CY 2026
Single	\$422	\$448	\$474	\$503
Two Person	\$1,013	\$1,074	\$1,138	\$1,206
Family w/ 3 – 4 individuals	\$1,267	\$1,343	\$1,423	\$1,508
Family Plus (>4 individuals)	\$1,457	\$1,544	\$1,636	\$1,734

3327 Participants in the HDHP plan will receive \$500 (single) or \$1,000 (two-person or
3328 family) deposited in their HSA account. This account will be administrated through a
3329 vendor to be selected through EMU's procurement process.

3330 3. Other Provisions

3331 a. Effective January 1, 2025, spouses who have access to employer subsidized medical
3332 and dental coverage are no longer eligible to enroll in EMU's plans.

3333 b. Faculty who obtain age sixty-five (65) are eligible for Medicare benefits. With the
3334 passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University
3335 provided health insurance plan becomes the primary health insurance carrier.
3336 Medicare becomes the secondary health carrier for active Faculty who are age sixty-
3337 five (65) or over.

3338 c. Additions and changes to a Faculty Member's health care coverage must be made
3339 within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting
3340 the Benefits Office and completing the appropriate change form. Failure to make
3341 these changes as herein provided will result in any additions and/or changes being
3342 excluded from such benefits plan until such time as the Faculty Member enrolls and
3343 makes proper application during an open enrollment period.

3344 d. To qualify for medical benefits, each Faculty Member must individually enroll and
3345 make proper application for such benefits at the Benefits Office, within thirty (30)
3346 calendar days of the commencement of their regular employment with the University.
3347 A Faculty Member who fails to enroll and make proper application as herein provided
3348 is specifically and expressly excluded from such benefits plan until such time as they
3349 enroll and make proper application during the annual open enrollment period.

3350 (1) Provided proper application, enrollment and, where applicable, all required
3351 payroll contributions are made by a Faculty Member, the University agrees to
3352 continue this coverage and pay its share of the cost for maintaining the medical
3353 benefits plans described on the EMU Human Resources website, for the Faculty
3354 Member, their eligible spouse, and eligible dependent children under twenty-six
3355 (26) years of age, subject to the terms and conditions applicable to each of the
3356 respective plans.

3357 (2) In the event that either federal or state health care reform legislation cause a
3358 substantial increase in the cost to the University of providing the medical benefits
3359 described in this Section C., the parties agree to meet promptly and to negotiate in
3360 good faith measures for containing and reducing that cost.

3361 e. The University shall pay its share of the aforementioned cost for the period that the
3362 Faculty Member is on the active payroll and while a Faculty Member is off the
3363 payroll and absent because of medical leave due to injury or illness as provided for in
3364 [Article XI.L.5.](#)

3365 f. Faculty Members laid off or on unpaid leave shall have their group medical benefits
3366 continued, or shall be eligible to continue their benefits, as provided for in Articles
3367 [VIII.E.3.](#) and [XI.L.5.](#)

3368 Further, Faculty Members who are disabled and receiving long-term disability
3369 benefits may likewise continue their group medical benefits plan in accordance with
3370 the terms and conditions set forth in Article XI.L.5., except that the twelve (12)
3371 months or maximum COBRA period limitation on continuation of group medical
3372 benefits is not applicable. Faculty Members participating in continuation of their
3373 group medical benefits plan pursuant to this provision may continue to do so for as
3374 long as they are eligible to receive long-term disability benefits.

3375 g. The cost of medical benefits for eligible dependents in the following category shall be
3376 paid in full by the Faculty Member. Eligible sponsored dependents other than a
3377 spouse or children less than twenty-six (26) years of age, related to the Faculty
3378 Member by blood or marriage or who reside in the Faculty Member's household.
3379 Such sponsored dependents must depend on the Faculty Member for more than one-
3380 half (1/2) of their support and must have been reported on the Faculty Member's most
3381 recent income tax return.

3382 h. A Faculty Member's medical benefits plan shall terminate effective at the end of the
3383 month in which the Faculty Member is terminated, is laid off, the group medical
3384 benefits plan terminates, or the Faculty Member goes on unpaid leave, resigns, or
3385 retires, except as otherwise provided in this Agreement.

3386 i. In many cases COBRA requires that the opportunity to continue medical and dental
3387 benefits be extended:

3388 (1) to Faculty Members who voluntarily or involuntarily have terminated
3389 employment (except in cases of gross misconduct) or who have reduced their
3390 hours or had their hours reduced to such extent that they are ineligible for
3391 coverage;

3392 (2) to surviving spouses and dependents upon the death of a Faculty Member;

3393 (3) to spouses and dependent children in the event of a divorce.

3394 (4) to dependent children who exceed the plan's age limitations;

3395 (5) to spouses and dependents of Faculty Members who become entitled to Medicare
3396 coverage.

3397 j. Faculty Members and the spouses and dependents of Faculty Members who are
3398 eligible to continue medical and dental coverage under COBRA may do so for the
3399 period mandated in the individual's circumstances by COBRA. For benefits lost by

3400 Faculty Members and their spouses and dependents due to a Faculty Member's
 3401 termination of employment or reduction in hours, that period is determined by the
 3402 U.S. Department of Labor. For benefits lost by spouses and/or dependents of a
 3403 Faculty Member due to the occurrence of other events that trigger COBRA coverage.
 3404 In accordance with COBRA, EMU shall require payment of a premium for the period
 3405 of coverage continuation and shall charge up to the maximum premium allowed by
 3406 COBRA.

3407 **D. Group Life and Accidental Death and Dismemberment Benefits**

3408 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the Faculty
 3409 Member's annual salary, rounded up to the nearest \$1,000 and accidental death and
 3410 dismemberment insurance benefits in an equal amount for a period of one (1) year from a
 3411 Faculty Member's first (1st) day of actual work. Commencing with the month following
 3412 completion of one (1) year of coverage as provided above, EMU shall pay the cost for
 3413 maintaining life insurance benefits in an amount equal to the Faculty Member's annual
 3414 salary (rounded up to the nearest \$1,000) times two (2), and accidental death and
 3415 dismemberment benefits in an equal amount, up to a maximum coverage level of
 3416 \$275,000. When a Faculty Member reaches age sixty-five (65) and continues working
 3417 their insurance coverage is decreased by thirty-five percent (35%) with no further
 3418 reduction based on age thereafter.

3419 The following table illustrates examples of the insurance coverage levels described
 3420 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

3421 Maximum Coverage level is \$275,000.

3422 2. To qualify for the life and accidental death and dismemberment insurance benefits as
 3423 described above, each Faculty Member must individually enroll and make proper
 3424 application for such coverage at the Benefits Office within thirty (30) calendar cays of the
 3425 commencement of their regular employment with EMU. Faculty Members who fail to
 3426 enroll and make proper application as herein provided are specifically and expressly
 3427 excluded from such benefits plan until such time as they enroll and makes proper
 3428 application with the Benefits Office.

- 3429 3. Provided proper application and enrollment is made by a Faculty Member, EMU shall
 3430 pay the cost for maintaining the benefits plan described above, subject to the same rules
 3431 set forth in Section C.3.d above for the payment of group medical benefit cost.
- 3432 4. Changes in benefit amounts based on changes in annual base salary occur with the
 3433 effective date of the change in annual base salary. Base salary excludes supplemental
 3434 appointments and any other extra compensation.
- 3435 5. The group life and accidental death and dismemberment insurance benefits plan shall
 3436 terminate on the date that a Faculty Member is laid off, the life and accidental death and
 3437 dismemberment insurance benefits plan terminates, or the Faculty Member goes on an
 3438 unpaid leave. However, when a Faculty Member terminates their employment with
 3439 EMU, they are covered for a grace period of thirty-one (31) calendar days. During such
 3440 thirty-one (31) day period, the Faculty Member may convert their group life insurance,
 3441 without medical examination, to an individual benefits plan. The Faculty Member shall
 3442 pay the full cost of such individual benefits. Plan options and availability shall be
 3443 determined by the insurer.
- 3444 6. Faculty Members laid off or on unpaid leave shall be eligible to continue their group life
 3445 and accidental death and dismemberment insurance benefits as provided for in Articles
 3446 [VIII.E.3.](#) and [XL.L.5.](#), respectively.

3447 **E. Dental Care Benefits**

- 3448 1. EMU shall provide and maintain dental care benefits for Faculty Members commencing
 3449 on the first day of the month following their first day of actual work.

3450 These benefits shall be subject to reasonable and customary charge determination as
 3451 follows:

Dental Care Benefits	Dental Care Plan Pays	Faculty Member Pays
Diagnostic ¹	100%	0%
Preventative ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	80%	20%
Restorative ¹	80%	20%
Periodontics ¹	80%	20%
Endodontics ¹	80%	20%
Prosthetic Appliances ¹	80%	20%
Orthodontics ²	80%	20%

3452 Maximum Contract Benefit

3453 ¹ \$1,500 per person total per contract year.

3454 ² Lifetime maximum benefit of \$1,500 per person.

- 3455 2. To qualify for dental care benefits as described above, each Faculty Member must
 3456 individually enroll and make proper application for such benefits at the Benefits Office
 3457 within thirty (30) calendar days of the commencement of their regular employment with
 3458 EMU. A Faculty Member who fails to enroll and make proper application as herein
 3459 provided is specifically and expressly excluded from such benefits plan until such time
 3460 they enroll and makes proper application with the Benefits Office.
- 3461 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees
 3462 to pay the cost for maintaining the benefits plan described above for the Faculty Member,
 3463 the Faculty Member's eligible spouse and eligible dependent children under twenty-five
 3464 (25) years of age, at a cost not to exceed the applicable cost for full family, two (2)
 3465 persons, or single person benefits, subject to the same rules set forth in paragraph C.3.d
 3466 above for the payment of group medical benefit costs.
- 3467 4. Except as otherwise provided in this Agreement, a Faculty Member's dental care benefits
 3468 plan shall terminate on the date that the Faculty Member is terminated, is laid off, the
 3469 dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave,
 3470 resigns, or retires except as otherwise provided in this Agreement. However, a Faculty
 3471 Member may continue their dental care benefits at their own expense for the period
 3472 mandated in the Faculty Member's circumstances by COBRA and as provided in Section
 3473 C.3.i. and C.3.j. of this Article, and in Articles [VIII.E.3.](#) and [XI.L.5.](#)

3474 **F. Long-Term Disability Benefits**

- 3475 1. EMU agrees to provide and maintain group long-term disability benefits for Faculty
 3476 Members commencing on the first day of the month after ninety (90) days of regular
 3477 employment. Such benefits shall be equal to sixty-five percent (65%) of the Faculty
 3478 Member's regular monthly earnings, up to a maximum benefit of \$7,000 per month, and
 3479 shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for
 3480 eligible Faculty Members under the following maximum duration of benefits:

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65
Ages 60 – 64	60 months
Ages 65 – 67	To age 70
Age 68 and over	24 months

- 3481 2. To qualify for long-term disability benefits as described above, each Faculty Member
 3482 must individually enroll and make proper application for such benefits at the Benefits
 3483 Office within thirty (30) calendar days of the commencement of their regular
 3484 employment with EMU. A Faculty Member who fails to enroll and make proper
 3485 application as herein provided is specifically and expressly excluded from such benefits
 3486 plan, until such time as they enroll and make proper application with the Benefits Office.
- 3487 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees
 3488 to pay the premium for maintaining the above described benefits subject to the same rules
 3489 set forth in Section C.5. above for the payment of group medical benefit costs.

3490 4. Changes in benefits amounts based on changes in annual base salary occur effective with
3491 the effective date of the change in annual base salary. Base salary excludes supplemental
3492 appointments and any other extra compensation.

3493 5. Except as otherwise provided in this Agreement, a Faculty Member's long-term disability
3494 benefits plan shall terminate on the date that the Faculty Member is terminated, is laid
3495 off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid
3496 leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study
3497 for an advanced degree shall be eligible to continue their long-term disability benefits as
3498 provided for in Article [XII.L.5](#).

3499 **G. Workers' Compensation Benefits**

3500 EMU shall insure all Faculty Members for on-the-job injuries in accordance with the
3501 Michigan Workers' Compensation statutes.

3502 **H. University Business Travel Insurance Coverage**

3503 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official
3504 University business, travel accident insurance coverage in an amount up to a maximum of
3505 \$100,000 for loss of life and dismemberment. Coverage is worldwide except for Office
3506 of Foreign Assets Control Sanctioned countries. This travel insurance shall be subject to
3507 an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all
3508 insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to
3509 any one (1) Faculty Member shall be proportionately reduced based on the number of
3510 individuals making claim.

3511 2. All other specific terms, conditions, limits of liability and exclusions applicable to said
3512 insurance shall be provided for in EMU's policy with its carrier.

3513 **I. University Business Travel Automobile Insurance Coverage**

3514 1. EMU agrees to include Faculty Members as additional insureds under its automobile
3515 insurance coverage. Such coverage shall provide bodily injury and property damage
3516 liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first
3517 dollar basis (no deductible) for Faculty Members operating a University-provided
3518 automobile.

3519 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by
3520 EMU while on University business. However, this coverage shall be secondary to (in
3521 excess of) any other coverage provided on behalf of the Faculty Member, such as a
3522 personal automobile policy. Where other coverage is not provided the Faculty Member,
3523 EMU's automobile policy shall apply with a deductible. The deductible shall be
3524 equivalent to the limits of mandatory automobile coverage required by the state of

3525 Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury;
3526 \$10,000 property damage).

3527 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this
3528 insurance shall be as provided for in EMU's policy with its carrier.

3529 **J. Parking**

3530 Effective Fall 2023, Faculty members shall pay \$277 per year for parking in lots designated
3531 as faculty/staff. The University will create a fund equal to half of the money generated by
3532 the Faculty parking permit contributions. That fund will be used for student bus passes and
3533 the student emergency fund.

3534 One Faculty Short-term Service Parking space will be available for Faculty Members to load
3535 and unload instructional materials used in their teaching assignments off campus, in each of
3536 the following parking lots: Smith, Sill, Mark Jefferson, Pray-Harrold, and Roosevelt. Parking
3537 permits will be made available for faculty members to use the referenced parking spaces. The
3538 parking permits shall be available in the Office of the Building Administrator of Sill Hall,
3539 Rackham, Roosevelt, Pray-Harrold, and Mark Jefferson.

3540 **K. Banking**

3541 1. Credit Union

3542 EMU shall provide Faculty Members with optional payroll deductions for the EMU
3543 Credit Union.

3544 2. Direct Deposits

3545 EMU shall provide for direct deposit of a Faculty Member's paycheck into one (1)
3546 account at any one (1) of the member banks of the Federal Reserve System.

3547 Applications for direct deposit are available in EMU's Payroll Office.

3548 **L. Business Travel at EMU Expense**

3549 All business travel and reimbursement shall be in accordance with EMU's travel policy.

3550 1. Policies

3551 a. Travel at EMU expense shall be subject to the advance approval of the appropriate
3552 account executive (usually the Department Head).

3553 b. Applications for overnight travel at EMU expense shall be submitted on an
3554 appropriate form. Completed applications should be made to the appropriate account
3555 executive at least ten (10) working days before a trip is taken or sixty (60) calendar

- 3556 days in the case of international travel. If approved, the account executive shall
 3557 notify the Faculty Member and, if responsible for the expenses, report the
 3558 forthcoming trip on behalf of the Faculty member.
- 3559 c. Costs of travel are charged to the departmental account of the authorizing office.
- 3560 d. Reservations, schedules, and all arrangements for travel and lodging are the
 3561 responsibility of the traveler.
- 3562 2. Travel Allowances
- 3563 Reimbursement for ordinary expenses incurred in travel for EMU is made according to
 3564 the following schedule of approved travel and subsistence allowances:
- 3565 a. Commercial Transportation: Economy Fare
- 3566 b. Personal Motor Vehicle: IRS Rates
- 3567 Reimbursement for use of personal motor vehicles shall not exceed the equivalent of
 3568 economy airfare.
- 3569 c. When teaching off campus, reimbursement for the use of personal cars will be made
 3570 at the rates set forth by the Internal Revenue Service.
- 3571 d. Lodging and Meals
- | | | |
|------|-----------|---|
| 3572 | Lodging | Actual/Reasonable supported by receipts |
| 3573 | Breakfast | Actual/Reasonable supported by receipts |
| 3574 | Lunch | Actual/Reasonable supported by receipts |
| 3575 | Dinner | Actual/Reasonable supported by receipts |
| 3576 | Note: | Tips are included in the above meal allowances. |
- 3577 e. Miscellaneous
- | | | |
|------|---|-------------|
| 3578 | (1) Conference registration Fees | Actual Cost |
| 3579 | (2) Tips (hotel only) | \$1.00 |
| 3580 | (3) Parking | Actual Cost |
| 3581 | (4) Telephone call/Telegraph, EMU business only | Actual Cost |
| 3582 | (5) Toll roads and bridges | Actual Cost |
| 3583 | (6) Area Travel, such as limo to and from terminals | Actual Cost |
- 3584 f. Receipts are required for:
- 3585 (1) Lodging
- 3586 (2) Toll roads and bridges
- 3587 (3) Commercial transportation (plane tickets, etc.)

- 3588 (4) Conference registration fee
3589 (5) Parking over \$1.00
- 3590 g. Actual subsistence expenses are allowed for an official University delegate in
3591 attendance at a convention or other formal gathering over which the University has no
3592 control, if approved by the Dean or Department Head. An explanation is required on
3593 the Travel Voucher, including the name of the convention. Membership dues to any
3594 organization are not reimbursable.
- 3595 h. The travel and subsistence reimbursement rates established herein above shall be
3596 increased or decreased consistent with such rates as may be established in the future
3597 by EMU as general policy for EMU employees.
- 3598 i. Within ten (10) business days of returning from an EMU-sponsored travel activity for
3599 which any financial reimbursement is requested, a Faculty Member shall submit all
3600 expense receipts and other documentation (e.g., conference schedule) necessary for
3601 reimbursement to the account executive.
- 3602 If the Faculty Member is responsible for entering those expenses, the Faculty
3603 Member shall then submit an expense report with all required documentation to
3604 Business & Finance within ten (10) business days.
- 3605 If the account executive is responsible for entering those expenses, upon receiving the
3606 receipts and documentation from the Faculty member, the account executive shall
3607 then submit an expense report with all required documentation to Business & Finance
3608 on behalf of the Faculty Member within ten (10) business days.
- 3609 Business & Finance shall only communicate with the person submitting the expense
3610 report for any/all errors within the submitted report.
- 3611 Once a complete and accurate expense report is submitted, Business & Finance shall
3612 reimburse the Faculty Member by the end of the next payroll period.
- 3613 Academic Human Resources and the EMU-AAUP will be notified by Business and
3614 Finance of any reimbursement delays.

3615 **M. Tuition Waiver Program for Faculty**

- 3616 1. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to
3617 six (6) semester hours of credit per semester at Eastern Michigan University, shall be
3618 available to eligible Faculty Members. This program applies to tuition only; registration
3619 and other incidental fees which may be charged shall be borne by the Faculty Member.
- 3620 2. A Faculty Member shall be eligible for a tuition waiver if they satisfy the following terms
3621 and conditions:

- 3622 a. The Faculty Member must have completed one (1) year of service prior to the first
3623 (1st) day of classes of the term or semester for which they plan to register.
- 3624 b. A completed application for tuition waiver must be approved by the Benefits Office
3625 according to these timelines:
- 3626 A completed application for tuition waiver must be submitted to the Benefits Office
3627 for approval no later than the payment deadline for 100% drop announced in the
3628 Class Schedule Book for the applicable semester.
- 3629 c. Failure to submit an application for approval within the required timelines may forfeit
3630 the employee's eligibility for that term. Upon approval by the Benefits Office, the
3631 application will be provided in writing to the Faculty Member.
- 3632 d. The Faculty Member must agree to reimburse EMU for the cost of all tuition waiver
3633 benefits forfeited under the terms and conditions hereinafter provided. To assure
3634 prompt reimbursement of all amounts paid by EMU for tuition waiver benefits
3635 forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect
3636 such amounts through deductions from their pay in amounts not to exceed twenty-five
3637 percent (25%) of the gross amount of the regular paycheck every pay period (unless
3638 the Faculty Member is terminating, in which case the entire amount may be deducted)
3639 or other appropriate means.
- 3640 3. Faculty Members on full-time (100%) appointments for the term or semester for which
3641 application is made shall be entitled to full benefits. Faculty Members on at least a fifty
3642 percent (50%) appointment but less than a one hundred percent (100%) appointment shall
3643 be entitled to one-half (1/2) the benefits outlined above. Faculty Members on less than a
3644 fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.
- 3645 4. The Faculty member must take courses during non-working hours.
- 3646 5. A Faculty Member shall forfeit tuition waiver benefits and must reimburse the full cost of
3647 such benefits to EMU if:
- 3648 a. A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any
3649 course for which tuition waiver is obtained. (Grades of "C-" in undergraduate
3650 courses and "B-" in graduate courses are unacceptable.)
- 3651 b. A mark of "Incomplete" (I) is received and not converted to a passing grade within
3652 one (1) year following termination of the semester in which the course was taken, or
3653 the date the Faculty Member's employment terminates, whichever is earlier.
- 3654 c. The Faculty Member withdraws from a course after the date specified in the course
3655 bulletin for one hundred percent (100%) tuition refund. Exceptions may be made
3656 upon a showing of appropriate cause by the Faculty Member (e.g., prolonged
3657 incapacitating illness, unanticipated conflict between a course in which the Faculty

3658 Member is required to teach and the one in which they are enrolled, etc.). Appeals
3659 for exception shall be made through the regularly established appeal process in the
3660 Student Business Services Office.

3661 **N. Tuition Waiver Program for Employee Spouses and Dependent Children**

- 3662 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate
3663 tuition fees at Eastern Michigan University shall be available to eligible spouses and/or
3664 dependent children of Faculty Members. This program applies to tuition only;
3665 registration and other incidental fees which may be charged shall be borne by the spouse
3666 and/or dependent child. It is the intent of the University to provide only a fifty percent
3667 (50%) tuition waiver to any individual dependent regardless of the fact that both parents
3668 may work for the University.
- 3669 2. A Faculty Member's spouse and/or dependent child shall be eligible for a tuition waiver
3670 if they present evidence to the EMU Benefits Office confirming that:
- 3671 a. They are the spouse or dependent child of a Bargaining Unit member. Dependent
3672 children shall be defined as: (a) legally dependent children of eligible staff; and (b)
3673 children who have eligible staff as their legal guardian.
- 3674 b. They have satisfied all admission requirements and are eligible to enroll for courses.
- 3675 3. A completed application for tuition waiver must be approved by the Benefits Office
3676 during the timelines outlined below:
- 3677 a. A completed application for tuition waiver must be submitted to the Benefits Office
3678 for approval no later than the payment deadline for 100% drop announced in the
3679 Class Schedule Book for the applicable semester.
- 3680 4. Failure to submit an application for approval within the required timelines may forfeit the
3681 spouse and/or dependent's eligibility for that term. Upon approval by the Benefits
3682 Office, the application will be provided in writing to the Faculty Member.
- 3683 5. A Faculty Member's spouse and/or dependent child shall be subject to all University
3684 Academic standards, policies and practices and may be refused admission to the
3685 University, enrollment in courses, or continued enrollment at Eastern Michigan
3686 University the same as any other student of the University.
- 3687 6. Tuition waiver benefits eligibility for a spouse and/or dependent child shall cease at the
3688 end of the semester in which the Faculty Member terminates their employment with the
3689 University. If the spouse and/or dependent child drops or withdraws from courses during
3690 the one hundred percent (100%) drop period, any refund applicable to the tuition waiver
3691 shall revert to the University. If the student drops classes after the one hundred percent
3692 (100%) drop, they shall reimburse the University in full for all tuition previously waived
3693 by the University.

- 3694 7. A Faculty Member's spouse and/or dependent child shall forfeit tuition waiver benefits
3695 and must reimburse the full cost of such benefits to EMU if:
- 3696 a. A grade of "pass", or "C" or above is not achieved in any course for which tuition
3697 waiver is obtained. (Grades of "C-" are unacceptable.)
- 3698 b. A mark of "Incomplete" (I) is received and not converted to a passing grade within
3699 one (1) year following termination of the semester in which the course was taken, or
3700 the date the Faculty Member's employment terminates, whichever is earlier.
- 3701 c. The Faculty Member's spouse and/or child withdraws from a course after the date
3702 specified in the course bulletin for one hundred percent (100%) tuition refund.
3703 Exceptions may be made upon a showing of appropriate cause by the Faculty
3704 Member (e.g., prolonged incapacitating illness, etc.). Appeals for exception shall be
3705 made through the regularly established appeal process in the Student Accounting and
3706 Benefits Offices.

3707 **O. Payment of Unused Accumulated Paid Sick Leave Benefits**

- 3708 1. A Faculty Member hired prior to July 1, 1979, who satisfies the minimum age and
3709 service requirements hereinafter provided and separates from employment with EMU for
3710 retirement purposes, shall be paid fifty percent (50%) of their Unused Accumulated Paid
3711 Sick Leave, as provided for in [Article XI.A.1.](#), effective the date of their termination.
3712 Such payments shall be made at the Faculty Member's regular base rate of pay as of the
3713 date of termination.

3714 2. Age and Service Requirements

3715 To be eligible to receive payment for fifty percent (50%) of their Unused Accumulated
3716 Paid Sick Leave, the Faculty Member shall satisfy the following minimum requirements:

- 3717 a. The Faculty Member shall be at least fifty-five (55) years of age and must have
3718 completed fifteen (15) years of regular full-time service at EMU as of the date of
3719 separation; or
- 3720 b. The Faculty Member shall be at least sixty (60) years of age and must have completed
3721 ten (10) years of regular full-time service at EMU as of the date of separation.

3722 For purposes of this provision, to accumulate one (1) year service credit the Faculty
3723 Member must have worked at least one hundred and seventy (170) days for a minimum
3724 of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30.

3725 Proportionate service credit may be granted for less than full-time employment [e.g., 170
3726 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1)
3727 year service credit may be earned in any one (1) fiscal year.

3728 **P. Flexible Spending Account**

3729 EMU has implemented various Flexible Spending Accounts (FSA), Dependent Care FSA
3730 (DCFSA) and Healthcare FSA (HCFSA) programs. These programs shall comply with IRS
3731 permissible guidelines. The HCFSA program may be expanded to include other
3732 reimbursable expenses negotiated by the parties. Vendor guidelines for program
3733 participation and reimbursement must be observed. The Vendor is responsible for providing
3734 various reimbursement modalities (e.g., debit card, mobile, direct bill). Faculty shall be
3735 notified of the annual enrollment deadline not less than ten (10) working days prior to the
3736 deadline.

3737 EMU shall offer a Limited Purpose Flexible Spending Account (LPFSA) to Faculty
3738 Members who are enrolled in the BCBS High Deductible PPO health insurance plan as
3739 allowed by law.

3740 In connection with its FSA and the LPFSA, and to the extent permissible by current laws and
3741 regulations, EMU will adopt either (1) a carryover option that allows Faculty Members to
3742 carry over any unused fund at the end of one plan year to the following plan year, which
3743 carry over amount shall be the maximum dollar amount allowed by law, or (2) a grace period
3744 option that allows Faculty Members to expend funds remaining at the end of one FSA plan
3745 year during a grace period in the immediately following FSA plan year, which grace period
3746 shall be the maximum time period allowed by law.

3747 To further facilitate each member's utilization of the above FSA and LPFSA, EMU will pay
3748 the monthly administrative fee for this program and the debit card option.

3749 **ARTICLE XX. RETIREMENT OPTIONS AND BENEFITS**

3750 **A. Phased Retirement**

3751 1. Eligibility

3752 Faculty members who are at least fifty-five (55) years of age and who have at least fifteen
3753 (15) years of full-time service as EMU Faculty or who are at least sixty (60) years of age
3754 and who have at least ten (10) years of full-time service as EMU Faculty have the option
3755 to enter into a Voluntary Phased Retirement (VPR) agreement with EMU.

3756 2. Notice and Approval

3757 The Faculty Member must sign such an agreement by March 15 of the academic year
3758 preceding participation in VPR. By signing this agreement, the Faculty Member agrees
3759 to retire at the end of the VPR agreement under the provisions of the contract. The
3760 agreement to retire by the end date of the agreement is binding; however, a Faculty
3761 Member can decide to retire earlier than the end date of the agreement through the
3762 standard procedure described in [Article XX.C](#).

3763 The Department Head or School Director shall approve a requested VPR by March 31
3764 prior to the Fall semester in which VPR will be effective. However, the Department
3765 Head or School Director may defer the start of a VPR by one calendar year due to core
3766 programmatic requirements.

3767 If approval is not granted in the first year, the requested VPR will commence the
3768 following academic year. The Faculty Member will be given the opportunity to withdraw
3769 the agreement or amend the appointment terms of the requested VPR by March 15 prior
3770 to the revised academic year in which the agreement begins.

3771 3. VPR Options

3772 The VPR agreement creates an irrevocable intent to retire at the end of a period not to
3773 exceed three academic years from the Fall semester in which the VPR commences (for
3774 example, Faculty signing an agreement by March 15, agree to retire by no later than the
3775 last day of the first, second, or third academic year following the initial notification of
3776 intent).

3777 Participation in the VPR means that a Faculty Member's workload will be reduced to
3778 fifty percent (50%), which can be configured as:

- 3779 A. 50% in both Fall and Winter semesters, or
 - 3780 B. 100% in the Fall semester and 0% in the Winter semester, or
 - 3781 C. 100% in the Winter semester and 0% in the Fall semester
- 3782

Option	Year 1		Year 2		Year 3		Year 4	
	Fall	Winter	Fall	Winter	Fall	Winter	Fall	Winter
A	50%	50%	50%	50%	50%	50%	Retired	
B	100%	0%	100%	0%	100%	0%	Retired	
C	100%*	100%	0%	100%	0%	100%	0%	Retired

*Option C – Faculty must teach 100% in the Fall semester immediately prior to the start of their VPR.

3783

3784 Faculty choosing Option A or B will retire on August 31 of the last year of their VPR.
3785 Faculty choosing Option C will retire on December 31 of the last year of their VPR.

3786 The division of the appointment may be different in each year of the VPR agreement, but
3787 must be set by the Faculty Member at the time the agreement is signed.

3788 If the Faculty Member chooses Option C (100% in Winter and 0% in Fall), the VPR
3789 agreement will be based on the calendar year. Thus, the Faculty Member will teach a
3790 regular course load during the Fall semester immediately preceding the start of the VPR
3791 agreement.

3792 Faculty Members under a VPR agreement remain eligible for teaching in any Summer
3793 semester.

3794 The Faculty Member's pay is fifty percent (50%) of their annual base salary and is paid
3795 as allowed by the contract either over 24 pays or 16 pays as elected by the Faculty
3796 Member. The employer retirement contribution is based on the Faculty Member's
3797 earning for the academic year.

3798 Faculty Members on VPR retain all Faculty rights and benefits as allowed under the
3799 EMU/EMU-AAUP Master Agreement, except eligibility for sabbaticals or FRFs.

3800 B. Types of Retirement Programs

3801 During the term of this Agreement, Faculty Members may retire under one (1) of the
3802 University's regular retirement plans, subject to the terms, conditions, exclusions, and
3803 limitations herein below set forth. Under no circumstances may a Faculty Member exercise
3804 more than one (1) option.

3805 C. Retirement 3806

3807 1. Eligibility and Notice

3808 If possible, a Faculty Member planning to retire should inform their Department Head
3809 one (1) year in advance of their anticipated date of retirement. Upon request, a retiring
3810 Faculty Member shall be provided a review and other considerations of retirement
3811 benefits (e.g., library, parking, Rec/IM, etc.) through EMU's Benefits Office.

3812 2. Retirement Programs

3813 a. Each Faculty Member must elect to participate in one of the following plans ninety
3814 (90) calendar days of the commencement of regular employment with EMU.

3815 (1) Michigan Public School Employees Retirement System (MPERS); (available
3816 only to Faculty Members hired after January 1, 1996 who have prior MPERS
3817 service at one of the following Michigan Universities: Central Michigan
3818 University, Eastern Michigan University, Ferris State University, Lake Superior
3819 State University, Michigan Technological University, Northern Michigan
3820 University and Western Michigan University.) Faculty who were enrolled in the
3821 plan as of December 31, 1995 are permitted to remain in the plan. EMU shall
3822 contribute the amount specified annually by the state of Michigan for each
3823 Faculty Member participating in the Michigan Public School Employees
3824 Retirement System.

3825 (2) A 403(b) defined contribution plan with Teachers Insurance and Annuities
3826 Association-College Retirement Equities Fund (TIAA-CREF) as the current
3827 recordkeeper. For Faculty Members who participate in the 403(b) defined
3828 contribution plan, EMU shall contribute to the retirement plan eleven percent
3829 (11%) of the Faculty Member's earnings for the academic year.

3830 (3) Once a Faculty Member has been so enrolled, such enrollment is final and cannot
3831 be changed. A Faculty Member who does not make such an election within this
3832 time period shall automatically be enrolled in the 403(b) defined contribution
3833 plan.

3834 b. In addition, faculty have the option to participate in the following plans:

3835 (1) A 403(b) supplemental plan with TIAA-CREF as the current recordkeeper.
3836 Participating Faculty Members may contribute to the 403(b) supplemental plan
3837 subject to IRS rules and regulations. The 403(b) supplemental plan shall allow
3838 Faculty Members to make both Roth and non-Roth contributions to the plan.

3839 (2) A 457(b) deferred compensation plan with TIAA-CREF as the current
3840 recordkeeper. Participating members may contribute to the 457(b) plan subject to
3841 IRS rules and regulations. The 457(b) deferred compensation plan shall allow
3842 Faculty Members to make both Roth and non-Roth contributions to the plan.

3843 (3) The 403(b) plans and the 457(b) plan shall have a brokerage window option that
3844 allows Faculty Members to invest the entire balance of their 403(b) plans or their
3845 457(b) plan (or any portion thereof) in any investment vehicle within the
3846 investment options provided by TIAA-CREF as the current recordkeeper and
3847 approved by the EMU Retirement Investment Planning Committee. The

3848 University will offer a selection of low-cost, no-load index mutual funds as
3849 permitted by the EMU Retirement Investment Planning Committee.

3850 3. Death Benefits

3851 Faculty Members who terminate their employment with EMU for retirement purposes,
3852 and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen
3853 (15) years of full time service at EMU, or are at least sixty (60) years of age with ten (10)
3854 years of full time service at EMU, shall be provided a death benefit in the amount of
3855 seven thousand dollars (\$7,000) which shall be payable by EMU upon the Faculty
3856 Member's death to their designated beneficiary.

3857 4. Group Medical Benefits

3858 EMU's contribution to medical benefits, dental benefits, long-term disability benefits and
3859 all other fringe benefits shall terminate effective the day following the Faculty Member's
3860 last day of active employment with EMU [coverage for medical and dental shall continue
3861 until the end of the current calendar year quarter (e.g., if a Faculty Member retires in
3862 April, their coverage will continue until June 30 unless otherwise provided in this
3863 Agreement. If a Faculty Member retires in December, their coverage will continue until
3864 December 31)]. EMU's contribution to the retirement plan will also terminate effective
3865 the day following the Faculty Member's last date of active employment with EMU.

3866 Faculty Members who terminate their employment with EMU for retirement purposes
3867 and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen
3868 (15) years of full-time service to EMU, or are at least sixty (60) years of age with ten (10)
3869 years of full-time service at EMU, shall be eligible, until age sixty-five (65), to continue,
3870 at their own expense, group medical benefits if enrolled at the time of retirement,
3871 consistent with the terms of EMU's master plan document unless otherwise provided in
3872 this Agreement. Faculty Members electing to continue their group medical benefits shall
3873 pay the full cost of such continued benefits. Proper application and arrangements for
3874 payment of continued benefits must be made in the Benefits Office by no later than thirty
3875 (30) calendar days prior to the effective date of the Faculty Member's retirement. The
3876 Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis
3877 commencing with the date they are removed from the active payroll. The initial payment
3878 shall be for the period commencing with the date the Faculty Member is no longer
3879 eligible for benefits paid for by EMU, through the end of that calendar year quarter.
3880 Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15)
3881 days prior to the beginning of each calendar year quarter.

3882 5. Medical Benefits for Defined Contribution Plan Retirees

3883 a. Faculty Members enrolled in a defined contribution plan who retire prior to age 65
3884 have one (1) of two (2) insurance options available to them:

3885 (1) Blue Cross/Blue Shield Option

3886 Faculty Members who terminate their employment with EMU for retirement
3887 purposes and who, as of the date of separation, are at least fifty-five (55) years of
3888 age with fifteen (15) years of full-time service at EMU, or are at least sixty (60)
3889 years of age with ten (10) years of full-time service at EMU, shall be eligible,
3890 until age sixty-five (65), to continue, at their own expense, group medical benefits
3891 if enrolled at the time of retirement, consistent with the terms of EMU's master
3892 plan document unless otherwise provided in this Agreement. Faculty Members
3893 electing to continue their group medical benefits shall pay the full cost of such
3894 continued benefits. Proper application and arrangements for payment of
3895 continued benefits must be made in the Benefits Office by no later than thirty (30)
3896 calendar days prior to the effective date of the Faculty Member's retirement. The
3897 Faculty Member shall pay the full cost of such benefits on a calendar year
3898 quarterly basis commencing with the date they are removed from the active
3899 payroll. The initial payment shall be for the period commencing with the date the
3900 Faculty Member is no longer eligible for benefits paid for by EMU, through the
3901 end of that calendar year quarter. Payments shall thereafter be remitted in full to
3902 EMU's Benefits Office at least fifteen (15) days prior to the beginning of each
3903 calendar year quarter.

3904 EMU shall supplement the cost of such coverage up to but not to exceed one
3905 hundred thirty dollars (\$130) per month. The remainder of any cost for such
3906 coverage is to be borne by the retiree.

3907 b. Medical Benefits for Defined Contribution Plan Retirees at Age 65

3908 The University shall reimburse Bargaining Unit members enrolled in a defined
3909 contribution plan who separate from employment with EMU for retirement purposes
3910 for costs associated with medical insurance that supplements Medicare Part A, and
3911 Part B, provides for prescription drug benefits under Part D, or replaces traditional
3912 Medicare coverage with a federally-approved Medicare Advantage Plan subject to the
3913 following limitations:

3914 (1) The Bargaining Unit member shall have attained at least sixty-five (65) years of
3915 age and shall have completed at least ten (10) years of regular full-time service at
3916 EMU.

3917 (2) EMU shall supplement the cost of such coverage up to but not to exceed one
3918 hundred sixty dollars (\$160) per month for all eligible retired faculty. The
3919 remainder of any cost for such coverage is to be borne by the retiree.

3920 (3) In the event that the retiree becomes eligible for or is covered by any other
3921 medical benefits plan after having attained age sixty-five (65), they shall forfeit
3922 all rights to said EMU provided reimbursement for supplement insurance for the

3923 period of time that they are eligible for, or is covered by, any other medical
3924 benefits plan.

3925 (4) The retiree must pay for the coverage and provide the Benefits Office with proof
3926 of payment for said supplemental insurance on a calendar year quarterly basis to
3927 be eligible for reimbursement.

3928 (5) Retirees shall receive reimbursement for the above provided supplemental
3929 insurance within thirty (30) days following each calendar year quarter that proof
3930 of payment is submitted to EMU's Benefits Office.

3931 6. A retiree who meets the age and service requirements described in Section C.4. and 5.
3932 above, and who is eligible to continue their group medical benefits under COBRA will be
3933 offered the opportunity to continue those benefits at their own expense at a premium
3934 permitted by COBRA (see [Article XIX.C.3.j.](#), above), for the period mandated in the
3935 retiree's circumstances by COBRA (which will usually be the shorter period of: (1)
3936 eighteen (18) months from the period between the last date of employment, or (2) the
3937 retiree's last date of employment and the date upon which the retiree becomes entitled to
3938 Medicare), as an alternative to the contractual retirement benefits described in Section
3939 C.4. and 5., above. Such retirees who are eligible to continue dental benefits under
3940 COBRA will be offered the opportunity to continue those benefits at their own expense at
3941 a premium permitted by COBRA for the period mandated in the retiree's circumstances
3942 by COBRA.

3943 The election to continue medical and/or dental benefits under COBRA must be made
3944 within sixty (60) days from the later of: (1) the date upon which the retiree's medical
3945 and/or dental benefits terminate due to their retirement, or (2) the date upon which the
3946 retiree receives a notice from EMU's Benefits Office that they are entitled to continue
3947 coverage under COBRA.

3948 7. A retiree who does not meet the age and service requirements described in Section C.4.
3949 and 5., above, and who is eligible to continue their group medical benefits under COBRA
3950 will be offered the opportunity to continue those benefits at their own expense at a
3951 premium permitted by COBRA (See [Article XIX.C.3.j.](#), above) for the period mandated
3952 in the retiree's circumstances by COBRA (which will usually be the shorter period of: (1)
3953 eighteen (18) months from the retiree's last date of employment or (2) the period between
3954 the last date of employment and the date upon which the retiree becomes entitled to
3955 Medicare).

3956 The election to continue medical and/or dental benefits under COBRA must be made
3957 within the period described in Section C.5.b.5., above.

3958 8. Dental Benefits for Defined Contribution Plan Retirees

3959 a. Faculty Members enrolled in a defined contribution plan who retire on or after the
3960 date of the contract ratification shall have one dental plan available to them:

3961 (1) Dental Plan

3962 Faculty Members who terminate their employment with EMU for retirement
3963 purposes and who, as of the date of separation, are at least fifty-five (55) years of
3964 age with fifteen (15) years of full-time service at EMU, or are at least sixty (60)
3965 years of age with ten (10) years of full-time service at EMU, shall be eligible to
3966 continue dental benefits if enrolled at the time of retirement, consistent with the
3967 terms of EMU's master plan document. Faculty Members electing to continue
3968 their dental benefits shall be placed in a separate group for rating purposes
3969 comprised of retirees only. The retiree shall pay the full cost of such continued
3970 dental benefits. Proper application and arrangements for payment of continued
3971 benefits must be made in the Benefits Office by no later than thirty (30) calendar
3972 days prior to the effective date of the Faculty Member's retirement. The Faculty
3973 Member shall pay the full cost of such benefits on a calendar year quarterly basis
3974 commencing with the date they are removed from the active payroll. The initial
3975 payment shall be for the period commencing with the date the Faculty Member is
3976 no longer eligible for benefits paid for by EMU, through the end of that calendar
3977 year quarter. Payments shall thereafter be remitted in full to EMU's benefits
3978 Office at least fifteen (15) days prior to the beginning of each calendar year
3979 quarter.

3980 9. Emeritus Status

3981 Any member of the department, including the Department Head, may nominate for
3982 emeritus status a retiring colleague who has served the University for at least fifteen (15)
3983 years. The Department Head shall forward the nomination with their recommendation to
3984 the Dean of the appropriate college. The Dean shall forward the nomination with their
3985 recommendation to the Provost and Executive Vice President. If the Provost supports the
3986 nomination, they shall forward it to the EMU Board of Regents. Once the Regents have
3987 acted on the nomination, the Provost will notify the retiring Faculty Member of the
3988 Regents' decision.

3989 The University will encourage Emeritus Faculty to remain a part of the academic
3990 community through a variety of benefits:

- 3991 a. An Emeritus Faculty Photo ID Card;
- 3992 b. An annual parking permit;
- 3993 c. A campus mailbox in their former department upon written request to the Department
3994 Head;
- 3995 d. A retiree life insurance benefit pursuant to [Article XX](#), Section C.3.;
- 3996 e. Complimentary Rec IM membership;

- 3997 f. Two complimentary tickets to each sporting event;
- 3998 g. Two complimentary tickets to each EMU production (plays, concerts, etc.). Campus
3999 Life, Guest Artists and Speakers series are excluded;
- 4000 h. A subscription to Focus EMU and other institutional publications including the
4001 annual University Directory;
- 4002 i. A campus e-mail address;
- 4003 j. The right to participate in academic processions and convocations;
- 4004 k. Use of the Library; and,
- 4005 l. The opportunity to audit classes without credit, tuition, or the need to follow regular
4006 enrollment procedures. However, approval to audit must be granted by the instructor
4007 and program fees may be assessed.

4008 10. Waiver of Employment Rights

4009 On the effective date of retirement, the Faculty Member shall waive any and all claims of
4010 whatever nature, whether under state or federal laws, this Collective Bargaining
4011 Agreement, or EMU policies, which arise out of their employment with EMU except as
4012 otherwise enumerated in the Agreement. By way of illustration and not by way of
4013 limitation, Faculty Members shall waive any and all retention of priority and tenure
4014 rights, all entitlements to future wage and benefit increases, all rights to participate in any
4015 and all group benefits plans other than group medical benefits as hereinabove provided,
4016 and any and all rights they may have to continued employment or reemployment with
4017 EMU.

4018 11. Irrevocability

4019 Once an individual's notice of retirement has been tendered to and is accepted by EMU,
4020 it shall be irrevocable.

4021 **ARTICLE XXI. DEATH BENEFITS**

4022 **A. Accrued Wages**

4023 All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be
4024 paid pursuant to applicable Michigan law.

4025 **B. Payment of Unused Accumulated Paid Sick Leave Benefits**

4026 A Faculty Member hired prior to July 1, 1979, who dies during the course of their
4027 employment with EMU, and who otherwise satisfies the eligibility criteria set forth in [Article](#)
4028 [XIX.O.2.](#) of this Agreement for a retirement benefit in the amount of fifty percent (50%) of
4029 their accumulated paid sick leave, if any, shall be entitled to have said amount paid as a death
4030 benefit pursuant to applicable Michigan law to their designated beneficiary or estate. Such
4031 payment will be made at the Faculty Member's regular rate of pay as of the date of death.

4032 **ARTICLE XXII. HEALTH AND SAFETY COMMITTEE**

4033 Pursuant to the General Duty Clause (Section 5 (a) (1) of the Occupational Safety and Health Act
4034 of 1970 as amended), Eastern Michigan University recognizes its obligation to provide a safe
4035 and healthful working environment for employees. EMU and the Association recognize their
4036 obligation to cooperate in maintaining and improving a safe and healthful working environment,
4037 including buildings and grounds that are safe, well-lit and maintained and facilities that are clean
4038 and well equipped. The parties agree to use their best efforts jointly to achieve these objectives.

4039 To this end, the Association President or their designee shall be permitted to serve on the
4040 University's Health and Safety Committee. The Association's University Health and Safety
4041 Committee Representative will be provided regular and timely access to all information and data
4042 necessary to carry out their duties.

4043 The Association and EMU recognize that the Health and Safety Committee has established
4044 procedures for receiving and handling health and safety related issues and recommending the
4045 elimination and/or controlling of unsafe conditions liable to cause injury or illness to employees.

4046 It is specifically agreed and understood that any recommendations made by the Association on
4047 health and safety issues shall be considered as purely advisory in their nature. The Association
4048 may forward health and safety concerns to the Health and Safety Committee for its consideration
4049 and agrees that it will first attempt to resolve problems through this channel, whenever possible.
4050 In making a request to the Health and Safety Committee, the Association will include as
4051 complete an identification of the unsafe condition as possible and may make recommendations
4052 for addressing said condition, supported by cost projections for implementation if reasonably
4053 ascertainable, and such other documentation as may be appropriate for a complete and thorough
4054 understanding of the problem and the accompanying recommendations for resolution.

4055 The Association agrees to seek remedies through the Health and Safety Committee whenever
4056 practicable. Nothing, however, shall preclude the Association from seeking remedies on its own
4057 when, in its opinion, the Committee is unavailable or unwilling to assist or when the Committee
4058 has been unable to achieve a satisfactory resolution. If EMU's failure to correct the unsafe
4059 condition liable to cause injury or illness to Faculty Members is in violation of the parties'
4060 Master Agreement, the issue shall then be subject to [Article VII](#).

4061 EMU will provide, at its expense, all required training and vaccinations for Faculty Members.

4062 **ARTICLE XXIII. SPECIAL CONFERENCES**

4063 At the request of the Association or EMU, the parties shall confer at such reasonable times as
4064 both parties shall agree to consider problems in implementing this Agreement and matters of
4065 mutual concern. Any agreements reached in such conferences shall be reduced to writing and
4066 signed by the parties.

4067 All such conferences shall be arranged through the President of the Association or their
4068 designated representative and the Assistant Vice President for Academic Affairs, or their
4069 designated representative.

4070 **ARTICLE XXIV. STRIKES AND LOCKOUTS**

4071 It is agreed that on the part of the Association there shall, during the term of this Agreement, be
4072 no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.

4073 In the case of any strike, slowdown, or other suspension of work not authorized by the
4074 Association, its officers or agents, and not called in compliance with the terms and provisions of
4075 this Agreement, EMU agrees that such violation of this Agreement shall not cause the
4076 Association, its officers or agents to be liable for damages provided that the Association
4077 complies fully with the following:

4078 1. The Association's obligation to take action shall commence immediately upon receipt of
4079 notice from EMU that a violation has occurred.

4080 2. Immediately upon receipt of such notice the responsible Association representative shall
4081 immediately talk with those Faculty Members responsible for or participating in such
4082 violation, stating to them that:

4083 a. Their action is in violation of the Agreement, subjecting them to discharge or
4084 discipline.

4085 b. The Association has not authorized the strike, slowdown, or suspension of work and
4086 does not approve or condone it.

4087 c. The Association instructs the Faculty Members to immediately return to their
4088 respective jobs, and submit any grievances they may have through the grievance
4089 procedure provided for in the Agreement.

4090 **ARTICLE XXV. BOARD POLICIES**

4091 General personnel policies, applicable to Faculty Members and formally approved by the Board
4092 of Regents prior to the date of this Agreement and not otherwise modified or referenced herein,
4093 shall only be changed after notification to the Association of intent to change and negotiation to
4094 agreement or to impasse relative to the proposed change.

4095 **ARTICLE XXVI. COMPUTATION OF WORK TIME**

4096 In those instances in which the computation of the number of hours in a regular Faculty
4097 Member's workday, workweek or academic work year is necessary, the following formula shall
4098 apply:

4099 One (1) full-time academic year or its equivalent = 34 weeks

4100 One (1) full-time academic year or its equivalent = 1,360 hours

4101 Faculty appointments of less than full-time shall be prorated in accordance with the above
4102 formula.

4103 **ARTICLE XXVII. NOTIFICATION**

4104 The following procedures shall satisfy notification requirements in this Agreement:

4105 **A. Personal Delivery to a Faculty Member**

4106 Delivery of written notice to a Faculty Member means: (1) handing it to the Faculty Member
4107 or (2) leaving it at their last known residence with some person of suitable age and discretion
4108 residing therein.

4109 **B. Email**

4110 Unless notification is specifically required by mail or personal delivery, notification may be
4111 sent by email to the Faculty Member's official university email address.

4112 **ARTICLE XXVIII. OTHER PROVISIONS**

4113 **A. Agreement Construction**

4114 The paragraph titles throughout this Agreement are merely editorial identifications of their
4115 related text and do not limit or control that text.

4116 **B. Saving Clause**

4117 If, during the life of this Agreement, any of the provisions contained herein are held to be
4118 invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with
4119 or enforcement of any provisions should be restrained by such tribunal pending a final
4120 determination as to its validity, the remainder of this Agreement shall not be affected thereby.
4121 In the event any provision herein contained is so rendered invalid, upon written request of
4122 either party thereto, EMU and the Association shall immediately enter into collective
4123 bargaining for the purpose of negotiating a mutually satisfactory replacement for such
4124 provision.


4125 **ARTICLE XXIX. DURATION AND AMENDMENT**

4126 Agreement shall continue in full force and effect from October 3, 2022 to and including August
4127 31, 2026. The Agreement shall continue in effect from year-to-year thereafter unless either party
4128 notifies the other in writing not less than ninety (90) calendar days prior to the expiration date
4129 that a modification or termination of the Agreement is desired. Should either party to this
4130 Agreement serve such notice upon the other party, EMU and the Association shall meet for the
4131 purpose of negotiation and shall commence consideration of proposed changes or modifications
4132 in the Agreement not less than sixty (60) calendar days prior to the expiration of the Agreement.

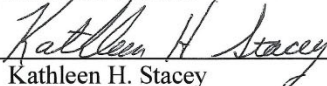
4133 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement
4134 is not reached prior to the expiration date, this Agreement shall expire at the expiration date
4135 unless it is extended for a specified period by mutual agreement of the parties.

4136 In witness whereof, this Agreement has been executed by the parties by their duly authorized
4137 representatives this 3rd day of October, 2022.

EASTERN MICHIGAN UNIVERSITY


James P. Greene
Chief Negotiator



James J. Carroll
Associate Provost

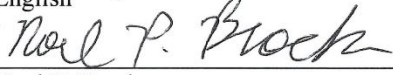

Kathleen H. Stacey
Assistant VP for Academic Affairs

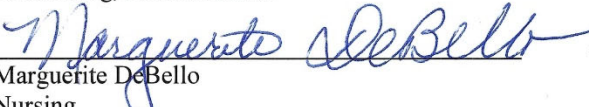

Karen Ann Craig
Academic Contract Administrator

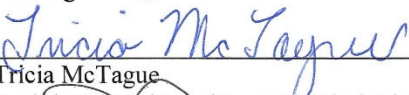

Todd Ohmer
Executive Director, Finance

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS



Matthew Kirkpatrick, Chief Negotiator
English


Noel P. Brock
Accounting, Finance and IS


Marguerite DeBello
Nursing


Tricia McTague
Sociology, Anthropology and Criminology


Deron Overpeck
Communications, Media and Theater Arts


MacArthur LaMar Stewart
Engineering


Matt Oches,
EMU-AAUP Contract Representative

Appendix A

MFA Equivalency

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.

EASTERN
MICHIGAN
UNIVERSITY



James Carroll, III
Chief Negotiator

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS



Susan Moeller
Chief Negotiator

APPENDIX B: CONTRACT EXTENSION 2021 - 2022

Agreement between Eastern Michigan University and
The Eastern Michigan University Chapter of the American Association of University Professors

The parties agree that the terms of the current Collective Bargaining Agreement by and between Eastern Michigan University (EMU) and the Eastern Michigan University Chapter of the American Association of University Professors (EMU-AAUP) shall be extended until August 31, 2022.

In addition to the terms stated in the existing bargaining agreement, the parties agree that:

1. Effective with the beginning of the academic year 2021-2022, each full-time Faculty Member appointed prior to September 1, 2020 shall receive a one-time bonus of \$1,840 paid out in two (2) installments. One payment of \$920 by September 30, 2021 and a second payment of \$920 by January 31, 2022.

Individuals with reduced appointments (for example those in Voluntary Phased Retirement or on professional leave) will receive payments based on their percentage of appointment. For example, a person with a 50% appointment will receive a payment of \$460 by September 30, 2021, and a second payment of \$460 by January 31, 2022.

Individuals electing to accept the 2021 Voluntary Severance Incentive Plan are excluded, unless their separation from the University is delayed by decision of the Provost. Individuals separating prior to the beginning of the Winter 2022 semester are ineligible for the second payment.

2. Faculty members granted promotions which are effective with the beginning of the 2021-2022 academic year shall receive those promotional increments provided for in [Article XVIII.J](#) of the current collective bargaining agreement.
3. Participants in the Blue Cross and Blue Shield Community Blue PPO, HMO, and HSA plans shall be required to make contributions through automatic payroll withholding at the following annual premium rates (based on calendar year beginning January 1):

Annual Premium EMU Healthcare Plans (based on calendar year beginning January 1)					
PPO	2022	HMO	2022	HSA-Plan	2022
Single	\$1,256	Single	\$373	Single	\$1,115
2-person	\$2,516	2-person	\$741	2-person	\$2,227
Family	\$3,018	Family	\$925	Family	\$2,782
Family Plus	\$3,520	Family Plus	\$1,115	Family Plus	\$3,341

4. The parties agree to form a working group by September 30, 2021 to study and discuss issues related to shared governance with the aspiration of arriving at a mutually agreeable model of shared governance. The working group will be comprised of four (4) members from the EMU bargaining team, two (2) members from the EMU-AAUP bargaining

team, and two (2) representatives of the Faculty Senate. EMU and the EMU- AAUP shall jointly select and equally compensate a consultant with expertise on academic shared governance. The expert consultant will be engaged no later than October 30, 2021 and will provide expertise and guidance for the working group. The working group will conclude its discussions no later than March 31, 2022.

5. EMU-AAUP agrees to withdraw, with prejudice, grievances 2020-07, 2020-10, and 2021-01. Such withdrawal shall not establish a precedent for the application and interpretation of the collective bargaining agreement.
6. The parties agree to implement a Research/Creative Activity Release Program meeting the specifications in Appendix A by September 1, 2022.

APPENDIX A (of the 2021 – 2022 contract extension) Research/Creative Activity Release

EMU and EMU-AAUP will implement the following Research/Creative Activity Release program:

1. Basic Provisions

- a. Any Department meeting the applicable Scholarly/Creative Activity standards may elect to amend its Departmental Input Document (DID) to remove all equivalencies except for double sections, team teaching, and contact hours in return for a Research/Creative Activity Release - a 3 credit hour release per semester from the contractual teaching load of 12 credit hours per semester or 24 credit hours per academic year (hereafter described as "release").
- b. Departments electing the Research/Creative Activity Release must meet the applicable Scholarly/Creative Activity standard [hereafter described as the 1b standard]. The Departmental Evaluation Document (DED) shall require the following criteria in order to receive a Research/Creative Activity release:
 - (1) Completing a minimum of two (2) major and one (1) minor research/creative activities per five-year evaluation period; and
 - (2) Meeting a Scholarly/Creative activity rating of "Distinctly Above Average". Criteria (including examples of pre- approved activities) meeting the standard of "major" and "minor" will be determined by the faculty in each department and will be listed in the DED and DID for approval.

Faculty meeting these standards are eligible to receive the release for a five (5) year time period. Departments shall review all interested faculty for release eligibility every five years.

- c. In departments electing the Research/Creative Activity Release, the Departmental Evaluation Document (DED) shall require the following criteria to achieve Tenure and Promotion for faculty hired after September 1, 2021:

- (1) Completing a minimum of two (2) major and one (1) minor research/creative activities per five-year evaluation period; and
- (2) Meeting a Scholarly/Creative activity rating of "Distinctly Above Average".

Faculty hired prior to September 1, 2021 may decide whether to use the new or existing DED criteria for Tenure and Promotion. In these Departments, the existing criteria shall be retained alongside the new criteria in the current DED. Receipt of the Research/Creative Activity Release will require that such Faculty Members be reviewed for achievement of the 1.b. criteria. This review should be added to the full evaluation for Tenure and Promotion.

- d. For research/creative activities not identified in the DED and DID, Faculty should seek pre-approval of the activity to determine whether the prospective activity qualifies as a "major" or "minor" activity. Pre-approval will occur by application to the personnel committee, who will submit a recommendation to the Department Head, who will then submit a recommendation for approval by the Dean. The Dean shall respond within 30 working days.
- e. Within each of the Departments approving the Research/Creative Activity Release, individual eligible faculty members may decide whether or not to participate. Faculty electing not to participate will teach twelve (12) credits per semester or 24 credits per academic year. Faculty not participating will only receive equivalency credit for double sections, team teaching, and contact hours as shown in the DID.
- f. Faculty Members electing the research release may balance their teaching load over two (2) years as a result of a teaching load of more or less than 9 credit hours. For example, if a faculty member teaches eight (8) credits hours per semester due to 4 credit hour courses for three semesters, they must teach twelve (12) credits hours in the fourth semester. The additional credit hours to balance the load must be taught sooner if the five (5) year research release period is coming to an end.
- g. Departments rejecting the Research/Creative Activity Release shall follow their current Departmental Input Document (DID), including all existing equivalencies.

2. Implementation Steps

- a. The implementation steps and dates indicated below are to allow for the implementation of the Research/Creative Activity Release for the Fall 2022 semester. A department not meeting these steps and dates can implement the Research/Creative Activity Release at a later date (subject to the Collective Bargaining Agreement).
- b. EMU and the EMU-AAUP shall individually review all Departmental Evaluation Documents (DEDs) by September 1, 2021 to determine which departments currently satisfy the 1b research standard.

- c. In Fall 2021, each Department shall vote to determine if the Department will participate in the new Research/Creative Activity Release or keep the current system of equivalencies.
- d. Departments that opt for the Research/Creative Activity Release and meet the research standard will need to conduct the following steps:

Conduct a limited review of Faculty to determine which current Faculty qualify for the Research/Creative Activity Release.

- (1) Tenure-track faculty (typically those in years 0-5) will automatically receive the release until their first full evaluation (tenure evaluation).
- (2) Faculty with tenure at the associate professor level (typically those in years 6-10) will automatically receive the release until their full evaluation for promotion to "Professor", unless the period for evaluation has already passed.
- (3) Faculty with tenure who were recently promoted to the "Professor" level (typically those in years 11-15) or have received the Full Professor Salary Adjustment within the previous five years will automatically receive the release until their PPE.
- (4) Faculty with tenure at the "associate professor" or "professor" level who have completed at least one PPE since promotion will be eligible to apply for the research release by submitting a research dossier describing how their research efforts during the last 5-year period meet the DAA standard of the DED. Submission dates will follow the usual PPE dates.
- (5) Research dossiers submitted in 4) above will follow the same review of scholarly/creative activity as those for tenure and promotion as described in [Article XV](#) (personnel committee, department head, dean and Provost reviews) and the DED.

Amend the DID to detail the Research/Creative Activity Release by eliminating all other equivalencies (Appendix A, B, C and D) and adding a new appendix providing for the release and the remaining equivalencies (double sections, team teaching, and contact hours). EMU and the EMU- AAUP will develop a standardized appendix to facilitate this process. The DID must also detail a mechanism for avoiding conflicts of interest in the application review committee.

Amend the DED with an appendix establishing the criteria for a "major" and "minor" activity.

The revisions to the DED and DIDs (with signatures and the department vote) must be submitted to Academic Human Resources by November 1, 2021.

- e. Departments opting for the Research/Creative Activity Release that do not meet the research criteria will need to conduct the following steps:
 - (1) Tenure-track faculty (typically those in years 0-5) will automatically receive the release until their first full evaluation (tenure evaluation).
 - (2) Amend the Departmental Evaluation Document (DED) to achieve compliance with the 1b standard, including an appendix specifying the criteria of a "major" and "minor" activity.
 - (3) Amend the Departmental Input Document (DID) to detail the Research/Creative Activity Release by eliminating all other equivalencies (Appendix A, B, C and D) and adding a new appendix providing for the Research/Creative Activity Release and the remaining equivalencies (double sections, team teaching, and contact hours). EMU and the EMU- AAUP will develop a standardized appendix to facilitate this process. The DID must also detail a mechanism for avoiding conflicts of interest in the application review committee.
- f. The revisions to the DIDs and DEDs (with signatures and the department vote) must be submitted to Academic Human Resources by November 1, 2021. The DED Committee (MP458) will meet in November to review all revisions with the goal of completing these reviews by the end of the Fall semester.
- g. With the approved DED and DID, conduct a limited review of Faculty during Winter 2022 to determine which current Faculty qualify for the release. Faculty members who need to submit a research dossier to determine if they satisfy the 1b standard over the past five (5) years will use the timeline associated with promotion.

APPENDIX C IMPLEMENTATION OF RESEARCH/CREATIVE RELEASE PROGRAM

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

Implementation of Research/Creative Release Program

It is understood and agreed between EMU and the EMU-AAUP that the following process to the Research/Creative Release Program (Appendix A) as outlined below:

Faculty Response to a Negative Evaluation of Research/Creative Release Faculty Dossier

In the event that a faculty member receives a negative evaluation, a faculty member can choose to respond in writing at each level of the evaluation. If the Faculty member chooses to respond, they have ten (10) working days after receipt of the negative evaluation. The Faculty Member's response to the department committee's evaluation is to be sent to the Department Head, the Faculty Member's response to the Department Head's evaluation is to be sent to the Dean and the Faculty Member's response to the Dean's evaluation is to be sent to the Provost.

Appendix D

Multi-Year Contract Joint Task Force

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 agree to participate in a joint task force to develop and test an implementation plan to roll out the new multi-year contract evaluation procedure by September 1, 2016. The plan will include the establishment of an electronic evaluation dossier, including all process features and contractual requirements of the faculty evaluation process. The committee will also choose a new student evaluation system. The committee will include up to four (4) members selected by the EMU-AAUP and up to four (4) members selected by the administration.

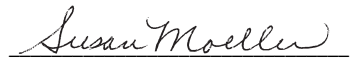
It is further specifically understood and agreed by the parties to this Agreement that the provisions stated above are consistent with the Collective Bargaining Agreement between EMU and the AAUP, and therefore, that the provisions herein will not alter, modify, or otherwise establish precedent for future interpretation or application of that Agreement.

EASTERN
MICHIGAN
UNIVERSITY



James Carroll, III
Chief Negotiator

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS



Susan Moeller
Chief Negotiator

his/her discipline or area of specialization. One of the many ways to demonstrate such knowledge and expertise is the presentation of research and/or creative activities in the classroom by explaining how its results have changed/improved the course content, the instructional methodology and/or the overall teaching-learning process. In the case of non-teaching and library Faculty satisfactory professional performance shall be the equivalent of Instructional Effectiveness.

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- b. Evaluation techniques for all Faculty Members shall include at least the following types of evaluation of teaching: peer evaluations, Department Head evaluations, student evaluations, and self evaluations. 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. An additional set of at least six questions shall be prepared for student evaluation of courses that include on-line instruction. 2) approved questions for peer and Department Head classroom visitations, and additional approved questions appropriate for evaluation of on-line instruction. 3) a procedure for classroom visitations, covering whether and when notice of the visit will be given to the Faculty Member. 4) a procedure for evaluation of on-line instruction that limits such evaluation to a single lesson or unit of the course, equivalent to one face-to-face course meeting during which the faculty member shall be present. Each individual peer and Department Head classroom visitation or on-line course observation and related evaluative statement 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.

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- 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.

- 536 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. Responsibility for setting up classroom visitations rests with the parties doing the evaluation of the Faculty Member. Classroom visitations as a part of Full Evaluations occur after October 15, unless mutually agreed to by all parties involved.
- 537 2. Scholarly/Creative Activity
- 538 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.
- 539 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:
- 540 (1) among practitioners in his/her discipline; or
- 541 (2) among a wider community.
- 542 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:
- 543 (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or
- 544 (2) applied research, investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the development of new data, information, applications, and/or interpretations.
- 545 (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 Section 2.b.(1) or 2.b.(2) above.

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c. Retraining

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In recognition of the need to encourage the retraining of Faculty to assume professional responsibilities in areas where available expertise is in short supply, completion by the Faculty 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 committee, the Department Head, the college Dean and the Provost and 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.

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d. 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.

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(1) Professional Development

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Professional development shall be an acceptable substitute for Scholarly/Creative Activity, only as specifically allowed in Departmental Evaluation Documents amended after September 1, 1993.

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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 activities are clearly in addition to those necessary to maintain the level of knowledge and/or expertise in the Faculty Member'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:

- 552 Prior to undertaking any professional activity for which credit may be sought, a Faculty Member shall submit a written proposal 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 contained in the Departmental Evaluation Document.
- 553 (2) Grant Development/Administration
- 554 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 considered as Scholarly/Creative Activity if said preparation involves scholarly activity (e.g. research or teaching projects) of a substantial nature. The applicant must document such activity and the importance of the endeavor to the discipline or interdisciplinary area, the department, the college or University, as set forth in Article XV.B.2.b. above.
- 555 (3) Doctoral Dissertation Research
- 556 Doctoral dissertation research undertaken by Faculty in those departments where the doctorate is not recognized as the terminal 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 statement supporting the importance of the doctoral research.
- 557 3. Service
- 558 The Faculty Member must satisfy one of the criteria below:

- 559 a. The Faculty Member shall give evidence of identifying new needs in the department and assisting colleagues in departmental activities.
- 560 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.
- 561 4. Standards of Performance
- 562 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.
- 563 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.
- 564 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.

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

566 **C. Procedures for Faculty Evaluation**

- 567
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.
- 568
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.
- 569
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).

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

- 571
- Evaluations of probationary Faculty Members shall be conducted consistent with the following schedule:

572

INITIAL APPOINTMENT RANK	EVALUATION SCHEDULE YEAR					
	1	2	3	4	5	6
PROFESSOR	II	F	T			
ASSOCIATE	II	F	CI	T		
ASSISTANT	II	II	F	CI	T	
INSTRUCTOR	II	II	F	CI	CI	T

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

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A Faculty Member’s rank at initial appointment shall determine the evaluation schedule for Full and Interim Evaluations.

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1. Interim Evaluations

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There are two types of Interim Evaluations: Initial Interim Evaluations and Comprehensive Interim Evaluations.

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a. Initial Interim Evaluations

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(1) Initial Interim Evaluations provide an evaluation of a Faculty Member’s Instructional Effectiveness and Service activities in the years prior to the faculty Member’s first full Evaluation.

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(2) Faculty performance is reviewed in the department without 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 Evaluation.

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(3) In a Faculty Member’s first year of employment at EMU no Annual Activity Report is required. His/her Initial Interim Evaluation during that year shall be conducted using information obtained through classroom visits, review of instructional materials and discussions with the Department Head and the appropriate departmental committee, and shall focus primarily on Instructional Effectiveness.

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(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 committee shall meet with the Faculty Member to discuss his/her

instructional 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. If the Faculty Member requests, the evaluators shall give some indication as to whether or not his/her Scholarly/Creative Activity is developing in a way that is appropriate for the department's standards.

- 581 b. Comprehensive Interim Evaluations
- 582 (1) Comprehensive Interim Evaluations provide an evaluation of a Faculty Member's Instructional Effectiveness, Scholarly/Creative Activity and Service. 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.
- 583 (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.
- 584 (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.
- 585 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.

- 586 d. By February 15 of each year the Department Head shall inform the Dean and Provost and 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.
- 587 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 Department Head may require the Faculty Member to submit to a Full Interim Evaluation. In the event a Faculty Member is so required, he/she must be informed of such by November 15. The Faculty Member shall have until January 15 to submit an Application for Full Interim Evaluation. 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.
- 588 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.
- 589 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 ten (10) 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.

- 590 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 Articles 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.
- 591 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.
- 592 **E. Procedures for all Faculty Members Undergoing Full Evaluations**
- 593 1. Full Evaluations of Probationary Faculty Members for Reappointment and/or Tenure
- 594 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.

- 595 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.
- 596 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.
- 597 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.
- 598 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.

- 599 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.
- 600 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 Vice President shall notify the Faculty Member by no later than May 31 of his/her decision regarding reappointment.
- 601 2. Full Evaluation of Faculty Members Applying for Promotion
- 602 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.
- 603 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.
- 604 Applications for promotion must be submitted by February 1.
- 605 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.
- 606 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.

- 607 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.
- 608 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).
- 609 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 Vice President for their review. The Provost and Vice President shall advise the applicant of the results of his/her review by no later than May 31.
- 610 3. Applicant Responsibility-Full Evaluation for Reappointment, Tenure and Promotion
- 611 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.
- 612 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.

- 613 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.
- 614 4. Departmental Committee and Department Head Responsibilities – Full Evaluation
- 615 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:
- 616 (1) Secure and maintain the results of all evaluations undertaken for the assessment of the Faculty Member's performance and make them available to the appropriate departmental committee at the time of the evaluation.
- 617 (2) Make available to the departmental committee, the application and all supporting documentation submitted by the Faculty Member.
- 618 b. The appropriate departmental committee shall review the application, 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.
- 619 The evaluation report shall be supported by 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 departmental committee shall explain:

- 620 (1) The evaluation efforts which were conducted and their individual results.
- 621 (2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.
- 622 (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 Activity have contributed to the discipline or area of specialization.
- 623 The departmental committee shall submit a copy of its evaluation to the Faculty Member, who shall have ten (10) working days to respond. (Copies of all letters of denial shall be forwarded to the Association and the Assistant VP for Academic Human Resources at the same time that they are submitted to the applicant.) The departmental committee shall forward to the Department Head the following:
- 624 (a) The Faculty Member's application and supporting materials.
- 625 (b) The departmental committee's evaluation.
- 626 (c) All other supporting documentation, evaluation results, etc.
- 627 (d) Any response(s) from the Faculty Member.
- 628 c. The Department Head shall prepare his/her evaluation report taking into consideration:
- 629 (1) The Faculty Member's application and supporting materials.
- 630 (2) The departmental committee's evaluation.
- 631 (3) The results of all evaluations undertaken for the assessment of criteria in XV.B., and other supporting documentation.
- 632 (4) Any response(s) of the Faculty Member to the departmental committee's evaluation.

- 633 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:
- 634 (a) The evaluation efforts which were conducted and their individual results.
- 635 (b) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.
- 636 (c) 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 Activity contributed to the discipline or area of specialization.
- 637 The Department Head shall submit a copy of his/her evaluation to the Faculty Member, who shall have ten (10) working days to respond.
- 638 Copies of all letters of denial shall be forwarded to the Association and the Assistant VP of Academic Human Resources at the same time they are sent to the applicant.
- 639 d. The Department Head shall forward to the Dean the following:
- 640 (1) The Faculty Member's application and supporting materials.
- 641 (2) The departmental committee's evaluation.
- 642 (3) The Department Head's evaluation.
- 643 (4) The results of all evaluations undertaken for the assessment of the criteria in XV.B. and all other supporting documentation.
- 644 (5) Any response(s) of the Faculty Member to the departmental committee's or Department Head's Evaluation.

- 645 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 accordance with this Article through the review process and, upon completion of all reviews, returned to the Faculty Member.
- 646 5. Dean's Responsibility – Full Evaluation
- 647 Full Evaluations shall be reviewed by the Dean in accordance with the standards of performance in the Departmental Evaluation Document 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 ten (10) 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 forwarded by the Department Head shall be forwarded to the Provost and Executive Vice President.
- 648 a. Copies of all letters of denial shall be forwarded to the Association and the Assistant VP of Academic Human Resources at the same time they are sent to the applicant.
- 649 6. Provost's Responsibility – Full Evaluation
- 650 a. Applications for Reappointment/Tenure
- 651 The Provost and Vice President shall review the Full Evaluations for reappointment and tenure and on or before 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.
- 652 b. Applications for Promotion
- 653 The Provost and 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.

- 654 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.
- 655 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.
- 656 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.
- 657 10. Negative Review
- 658 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 Article XV.E.10.d. below.
- 659 b. In the event that the Provost and 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.

- 660 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 Vice President takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Vice President.
- 661 d. To deny a Faculty Member's application for re-appointment, tenure, or promotion, the Department Head, the Dean, or the Provost and 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.
- 662 e. Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.
- 663 F. For purposes of this Article, denial shall be construed to have occurred when the Provost and 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.

664 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.

665 G. Professional Performance Evaluations of Tenured Faculty

666 1. Standards of Performance

667 It is required that all tenured Faculty Members meet the criteria set forth in Article 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 if his/her Departmental Evaluation Document and the Master Agreement.

- 668 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).
- 669 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 Vice President for inclusion in the University personnel file.
- 670 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 committee shall review the Annual Activity Reports and any relevant information/documents (e.g. student evaluations, letters received, etc.) available to them.
- 671 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 Vice President for inclusion in the University personnel file.
- 672 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 if such deficits exist, the severity of the deficits and how they might be corrected.

- 673 If after meeting with the faculty member, the department personnel committee, and the Department Head agree that 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, no performance improvement plan is required. 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 Vice President for inclusion in the University personnel file.
- 674 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 minor deficit(s) in performance has been corrected. If the minor 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 Vice President for inclusion in the University personnel file.
- 675 If after the meeting with the faculty member to review the most recent Annual Activity report, the Faculty Member's record over the period specified for correcting the minor deficit(s) indicates that performance problems remain, the department personnel committee and the Department Head shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards, processes, and possible sanctions outlined in Article XV.G.
- 676 If the Department Head and personnel committee disagree concerning the severity of the deficits (one part believes The deficits are more than minor), the Department Head may call for a Full Professional Performance Evaluation in the area(s) of faculty responsibility for which the deficits have been identified.
- 677 If, after the meeting with the faculty member, the department personnel committee and Department Head both agree that deficits in the Faculty Member's performance are so serious as to take more than one year to correct, the department personnel committee and Department Head shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards, processes, and possible sanctions outlined in Article XV.G.

- 678 2. Full Professional Performance Evaluation Process
- 679 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 Article XV.G.1 are implemented prior to the initiation of the Full Professional Performance Evaluation. 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.
- 680 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 review only the area, or areas, of faculty responsibility (Instructional Effectiveness, Scholarly/Creative Activity, or Service) for which serious deficits are determined to exist. The Annual Activity Reports applicable to the period under review, the results of the required evaluation techniques set forth in Article XV.B.1. and any documentation the Faculty Member wishes to provide, are used 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.
- 681 In those instances where the evaluators conclude that a Faculty Member has not performed at a satisfactory level, in one or more of the three (3) areas of faculty responsibility, 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 ten (10) 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.
- 682 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).
- 683 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 Vice President for inclusion in the Faculty Member's personnel file and a copy provided to the Faculty Member.

- 684 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 ten (10) 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.
- 685 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 Vice President for inclusion in the University personnel file.
- 686 3. Unsatisfactory Performance-Programs for Improvement
- 687 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 Affairs, 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.
- 688 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 Vice President and the Association.
- 689 Extensions of Programs for Improvement beyond the timelines originally established shall be possible, under the following conditions:

- 690 A meeting of the Dean of the College, Department Head, personnel committee, the Faculty Member, the Assistant Vice President for Academic Affairs, and representative of the EMU-AAUP shall be convened to discuss a proposed extension.
- 691 Specific reasons for the desirability of an extension shall be presented by the Department Head.
- 692 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.
- 693 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.
- 694 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.
- 695 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.
- 696 4. Sanctions
- 697 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.

698 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.

699 H. Evaluation of Department Heads

700 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, with prior notification of the Dean. Such
evaluations shall be given triennially in the fall term or more
frequently as requested by the Dean. Evaluations will be required in
the fall term after a Department Head has been in his/her position
for three years, or it has been three full years since the last
department head evaluation by the Faculty. The Department Head
will be allowed until November 15th of an evaluation year to submit a
portfolio of materials that he/she wishes to be considered during the
review process to his/her department's personnel committee.
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.

701 Department Head Evaluation Procedures

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

- 703 1. schedule the evaluation
- 704 2. be responsible for distributing and collecting the evaluation
forms
- 705 3. provide each Faculty Member with the Department Head
Evaluation Form (as agreed to by the parties on November 1,
2011) and any documentation the Department Head has
furnished
- 706 4. tabulate the results and provide a statistical analysis to the
department Faculty
- 707 5. type any Faculty comments to protect confidentiality

- 708 6. give the Department Head its statistical analysis and the typed comments and offer to meet with the Department Head to discuss 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.
- 709 7. provide the Dean with the statistical analysis, the typed comments, and the original evaluation forms and any written response from the Department Head.
- 710 I. **Evaluation of Deans and the Provost**
- 711 The College Advisory Councils shall conduct periodic evaluations of the academic Deans, and the Faculty Senate shall conduct a periodic evaluation of the Provost. As part of the evaluation, administrator 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.

EMU Benefits Comparison

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail. If you have questions before making a plan selection, you may contact any of the plans' Member Services Departments.

- Blue Cross® Blue Shield® of Michigan: 888-288-1726 • bcbsm.com
- Vision Service Plan: 800-877-7195 • vsp.com
- Blue Care Network: 800-662-6667 • mibcn.com

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Member's responsibility (deductibles, copays and dollar maximums)

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Deductibles	\$2,400 for a one-person contract or \$4,800 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$4,800 for a one-person contract or \$9,600 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$500 for one member, \$1,000 for two person Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
	Deductibles are based on amounts defined annually by the federal government for Simply Blue-related health plans. Please call your customer service center for an annual update.			
Fixed dollar copays	None	None	<ul style="list-style-type: none"> • \$20 copay for office visits except for chiropractic which is \$15 • \$150 copay for emergency room visits 	\$150 copay for emergency room visits – waived if admitted
Percent coinsurance Note: Copays apply once the deductible has been met.	10% of approved amount	30% of approved amount	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 30% of approved amount for most other covered services
Annual Coinsurance Maximums (ACM)	None	None	None	None
Annual out-of-pocket maximums – includes deductible, fixed dollar medical and Rx copays, and coinsurance.	\$3,500 for one member \$7,000 for two or more members each calendar year	\$7,000 for one member \$14,000 for one member members each calendar year Note: Out-of-network cost-sharing does not count toward the in-network out-of-pocket maximum.	\$4,000 for one member \$8,000 for two or more members each calendar year	\$8,000 for one member \$16,000 for two or more members each calendar year Note: Out-of-network cost-sharing does not count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None		None	

Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

EMU Benefits Comparison *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders, then the terms and conditions of these contracts, certificates and riders will prevail.

Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Preventive care services				
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 8 visits for first 12 months • 6 visits from 13 months to 23 months • 6 visits from 24 to 35 months • 2 visits per 12 months age 36 to 47 months • 1 visit per 12 months age 48 months to adult If older than age restrictions or subsequent tests, services should process according to current group specific benefits.	Not covered	100% (no deductible or copay) <ul style="list-style-type: none"> • 8 visits for first 12 months • 6 visits from 13 months to 23 months • 6 visits from 24 to 35 months • 2 visits per 12 months age 36 to 47 months • 1 visit per 12 months age 48 months to adult If older than age restrictions or subsequent tests, services should process according to current group specific benefits.	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Routine screening colonoscopy	100% (no deductible or copay) for routine colonoscopy Note: Medically necessary colonoscopies are subject to your deductible and percent copay. One routine colonoscopy per member per calendar year	70% after out-of-network deductible	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	70% after out-of-network deductible
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	70% after out-of-network deductible	100% (no deductible or copay/coinsurance)	70% after out-of-network deductible
Prescription contraceptive devices – includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	70% after out-of-network deductible	100% (no deductible or copay/coinsurance)	70% after out-of-network deductible

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EMU Benefits Comparison *continued*

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Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Physician office services				
Office visits – must be medically necessary	90% after in-network deductible	70% after out-of-network deductible	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits – must be medically necessary	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations – must be medically necessary	90% after in-network deductible	70% after out-of-network deductible	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care Specialist visit – must be medically necessary	90% after in-network deductible	70% after out-of-network deductible	\$45 copay per office visit	70% after out-of-network deductible, must be medically necessary
Emergency medical care				
Hospital emergency room	90% after in-network deductible	90% after in-network deductible	\$150 copay per visit (copay waived if admitted or for an accidental injury)	\$150 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible	100% if medically necessary	100% if medically necessary
Diagnostic services				
Laboratory and pathology services	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Maternity services provided by a physician				
Prenatal care visits	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after in-network deductible	(no deductible or copay) Includes covered services provided by a certified nurse midwife	
Postnatal care visits	90% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after in-network deductible	70% after out-of-network deductible Includes covered services provided by a certified nurse	
Delivery and nursery care	90% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible Includes covered services provided by a certified nurse midwife
Hospital care				
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible Unlimited days	70% after out-of-network deductible Unlimited days	90% after in-network deductible Unlimited days	70% after out-of-network deductible Unlimited days
Inpatient consultations	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Chemotherapy	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible

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EMU Benefits Comparison *continued*

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Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Alternatives to hospital care				
Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible Limited to a maximum of 90 days per member per calendar year	90% after in-network deductible	100% Limited to a maximum of 120 days per member per calendar year	100%
Hospice care	90% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	90% after in-network deductible	100% (no deductible or copay) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay)
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible	90% (professional services only)	90% (professional services only)
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Surgical services				
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	90% after in-network deductible	70% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Human organ transplants				
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	70% after in-network deductible – in designated facilities only	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible

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EMU Benefits Comparison *continued*

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Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Mental health care and substance abuse treatment				
Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following frequency limits. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.				
Inpatient mental health care and inpatient substance abuse treatment	90% after in-network deductible	70% after out-of-network deductible	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days		Unlimited days	
• Outpatient clinic	90% after in-network deductible	90% after in-network deductible, in participating facilities only	100% (no deductible or copay)	70% after out-of-network deductible, must be medically necessary
• Outpatient physician's office	90% after in-network deductible	70% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	90% after in-network deductible	70% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)	100% (no deductible or copay)	70% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)
Autism	100% (no deductible or copay)	70% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Other covered services				
Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2012, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible
Allergy testing and therapy	90% after in-network deductible	70% after out-of-network deductible	100% (no deductible or copay)	70% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.	90% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year		Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible	90% after in-network deductible
Private duty nursing	90% after in-network deductible	90% after in-network deductible	50% after in-network deductible	50% after in-network deductible
Hearing Services	Covers two hearing aids every 36 months	Not covered	Covers two hearing aids every 36 months	Not covered
Chiropractic Services	90% after in-network deductible, but limited to 24 visits	70% after deductible, but limited to 24 visits	Covered – \$15 copay, up to a combined maximum of 24 visits per member calendar year	Covered – 70% after deductible, up to a combined maximum of 24 visits per member per calendar year

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EMU Benefits Comparison *continued*

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Benefits	Simply Blue SM (HSA)		Community Blue SM PPO Option 5		
	In-Network	Out-of-Network*	In-Network	Out-of-Network*	
Other covered services (continued)					
Prescription drugs	Note: If you seek prescriptions drugs through Campus Medical, you can fill Tier I drugs at a \$3 copay or \$7 for 90-day supply (applies to all three plans)				
For the Simply Blue (HSA), you must pay full cost (copays and coinsurance) until the deductible is met.	CAMPUS MEDICAL	34-day supply: Tier 1 – \$3 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay 90-day supply: Tier 1 – \$7 copay Tier 2 – \$60 copay Tier 3 – \$120 copay Tier 4 – N/A	Additional 20% of approved amount	34-day supply: Tier 1 – \$3 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay 90-day supply: Tier 1 – \$7 copay Tier 2 – \$60 copay Tier 3 – \$120 copay Tier 4 – N/A	Additional 25% of approved amount
		Tier 1 – \$10 copay after deductible Tier 2 – \$30 copay after deductible Tier 3 – \$60 copay after deductible Tier 4 – \$75 copay after deductible		Tier 1 – \$10 copay Tier 2 – \$30 copay Tier 3 – \$60 copay Tier 4 – \$75 copay	
		Mail order: Tier 1 – \$10 (35 to 90 day, \$25) Tier 2 – \$30 (35 to 90 day, \$75) Tier 3 – \$60 (35 to 90 day, \$150)		Mail order: Tier 1 – \$10 (35 to 90 day, \$25) Tier 2 – \$30 (35 to 90 day, \$75) Tier 3 – \$60 (35 to 90 day, \$150)	
Vision Services Plan					
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, 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.) Reimbursed up to \$70, less \$10 copay.	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.) Reimbursed up to \$70, less \$10 copay.	
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, 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. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.	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. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.	
Contacts	Covered – \$130 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 – \$130 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.	
Therapeutic Contact Lenses	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)	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)	

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Benefit Comparison for Healthy Blue LivingSM

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PCP Focus Network (HMO)		
Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Deductible, Copays and Dollar Maximums		
<i>Note: The Deductible will apply to certain services as defined below.</i>		
Deductible	\$500 per member/\$1,000 per family per calendar year	\$1,500 per member/\$3,000 per family per calendar year
Fixed Dollar Copays	\$5 for allergy injections	\$5 for allergy injections
	\$20 for office visits and online visits	\$35 for office visits and online visits
	\$20 for urgent care visits	\$50 for urgent care visits
	\$100 for emergency room visits	\$100 for emergency room visits
	No fixed dollar copay for ambulance services. See below for applicable coinsurance.	No fixed dollar copay for ambulance services. See below for applicable coinsurance.
	\$20 for referral physician visits	\$45 for referral physician visits
Coinsurance	50% for select services as noted below	50% for select services as noted below
	20% for select services as noted below	30% for select services as noted below
Annual Coinsurance Maximum (ACM)	\$1,000 per member/\$2,000 per family per calendar year Services that DO NOT apply to the ACM: Deductible, Flat Dollar Copays, Infertility, Male Mastectomy, Reduction Mammoplasty, Male Sterilization, Elective Abortion, TMJ, Orthognathic Surgery, Weight Reduction, DME, P&O, Diabetic Supplies, Prescription Drugs	\$1,500 per member/\$3,000 per family per calendar year
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$6,600 per member/\$13,200 per family	\$6,600 per member/\$13,200 per family
Preventive Services:		
Health Maintenance Exam	100%	100%
Annual Gynecological Exam	100%	100%
Pap Smear Screening	100%	100%
Well-Baby and Child Care	100%	100%
Immunizations – pediatric and adult	100%	100%
Prostate Specific Antigen (PSA) Screening	100%	100%
Mammography:		
Mammography Screening	100%	100%
Physician Office Services		
Office Visits	\$20 Copay	\$35 Copay
Consulting Specialist Care – when referred	\$20 Copay	\$45 Copay
Emergency Medical Care		
Hospital Emergency Room (copay waived if admitted, if applicable)	\$100 Copay	\$100 Copay
Urgent Care Center	\$20 Copay	\$50 Copay
Ambulance Services – medically necessary	80% after deductible	70% after deductible

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy Blue Living *continued*

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PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.		
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Diagnostic Services		
Laboratory and Pathology Tests	Office visit copay may apply per member, per visit	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	80% after deductible	70% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	80% after deductible	70% after deductible
Radiation Therapy	80% after deductible	70% after deductible
Maternity Services Provided by a Physician		
Pre-Natal Care	100%	100%
Post-Nata Care	\$20 Copay	\$35 Copay
Delivery and Nursery Care	100% (For professional services. See Hospital Care for facility charges) after deductible	100% (For professional services. See Hospital Care for facility charges) after deductible
Hospital Care		
General Nursing Care, Hospital Services and Supplies (unlimited days)	80%, after deductible	70% after deductible
Outpatient Surgery	80%, after deductible	70% after deductible
Outpatient Facility Visits – Non-Surgical	\$10 Copay	\$10 Copay
Alternatives to Hospital Care		
Skilled Nursing Care	80%, after deductible	70% after deductible
	Up to 45 days per member per calendar year	Up to 45 days per member per calendar year
Hospice Care	100% when authorized after deductible	100% when authorized after deductible
Home Health Care	\$20 Copay	\$45 Copay
Surgical Services		
Surgery – included all related surgical services and anesthesia	See Hospital Care for inpatient and outpatient copay	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	Male – 50% after deductible	Male – 50% after deductible
	Female – 100%	Female – 100%
Human Organ Transplants (subject to medical criteria)	80%, after deductible	70% after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible	50% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	80% after deductible	70% after deductible
Inpatient Substance Abuse Care	80% after deductible	70% after deductible
Outpatient Mental Health Care	\$20 Copay	\$35 Copay
Outpatient Substance Abuse	\$20 Copay	\$35 Copay

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy Blue Living *continued*

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	PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.	
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Autism Spectrum Disorders, Diagnoses and Treatment		
Applied behavioral analyses (ABA) treatment	\$20 Copay	\$35 Copay
Outpatient physical, speech and occupational therapy, nutritional counseling for autism spectrum disorder through age 18	\$20 Copay	\$45 Copay
Other covered services, including mental health services for autism spectrum disorder	See your outpatient mental health benefit and medical office visit benefit	See your outpatient mental health benefit and medical office visit benefit
Other Services		
Allergy Care	50% after deductible	50% after deductible
Allergy Injections	\$5 Copay	\$5 Copay
Chiropractic Spinal Manipulation – when referred	\$20 Copay Up to 30 visits per calendar year	\$45 Copay Up to 30 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	\$20 Copay 60 visits per benefit year for any combination of outpatient rehabilitation therapies.	\$45 Copay 60 visits per benefit year for any combination of outpatient rehabilitation therapies.
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs after deductible	50% on all associated costs after deductible
Durable Medical Equipment	50%	50%
Breast Pumps (DME guidelines apply. Limited to no more than one per 24-month period)	100%	100%
Prosthetic and Orthotic Appliances	50%	50%
Weight Reduction Procedures	50% after deductible	50% after deductible
Prescription Drugs	Tier 1 – \$10 copay, Tier 2 – \$30 copay, Tier 3 – \$60 copay Women's Contraceptives – Tier 1 – 100%, Tier 2 – Tier 2 Copayment/Coinsurance above applies, Tier 3 – Tier 3 Copayment/Coinsurance above applies Sexual Dysfunction drugs – 50% coinsurance	Tier 1 – \$20 copay, Tier 2 – \$45 copay, Tier 3 – \$85 copay Women's Contraceptives – Tier 1 – 100%, Tier 2 – Tier 2 Copayment/Coinsurance above applies, Tier 3 – Tier 3 Copayment/Coinsurance above applies Sexual Dysfunction Drugs – 50% coinsurance
Mail Order Prescription Drugs	Two times the applicable copay up to a 90 day supply	Two times the applicable copay up to a 90 day supply
Prescription Drug Deductible	None	None
Hearing Aid	Covers two hearing aids and exams every 36 months	Covers two hearing aids and exams every 36 months

Enhanced Benefit: CLSSLG, 6600PM, CI20%, CO20, D500, ER100, UR20, WDEDFC, FOCUS, VACR50, 1KECM, HA2, VSP BV-12/24/24, 13675P, MOPD20, 6600PM

Standard Benefit: CLSSLG, 6600PM, C130%, CO35, D1500, ER100, UR50, WDEDFC, FOCUS, 45RP, VACR50, 1SECM, 20455P, 6600PM, MOPD20, HA2, VSP BV 12/24/24

Benefit Comparison – Healthy *Blue Living* *continued*

This is not a full description of coverage. It is a comparison intended to highlight the coverages of the health plans. Every effort has been made to ensure the accuracy of the information in this booklet. However, if statements in this booklet differ from applicable contracts, certificates and riders then the terms and conditions of these contracts, certificates and riders will prevail.

	PCP Focus Network (HMO) Blue Care Network is a Michigan-based health care network. Primary Care Physicians must be chosen from the seven county Focus Network in southeast Michigan.	
Benefits	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Vision Services Plan		
Eye Exam	Covered – \$5 copay up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$50, less \$5 copay.	Covered – \$5 copay, up to \$35. Once every 12 months, covers a complete eye exam including refraction, glaucoma testing and other test necessary to determine the overall visual health of the patient. Reimbursed up to \$50, less \$5 copay.
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.) Reimbursed up to \$70, less \$10 copay.	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.) Reimbursed up to \$70, less \$10 copay.
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. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.	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. Single vision lenses reimbursed up to \$25 less \$10 copay. Bi-focal lenses reimbursed up to \$40 less \$10 copay. Tri-focal lenses reimbursed up to \$55 less \$10 copay. Elective contact lenses, \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses. Medically necessary contact lenses, reimbursed up to \$210 less \$10 copay.
Contacts	Covered – \$130 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.
Therapeutic Contact Lenses	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)

This is intended as an easy to read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Healthy *Blue Living* members (subscribers) must complete program requirements within the first 90 days of enrollment or re-enrollment. To qualify for or maintain enhanced benefits, members need to complete a health assessment and qualification form during the first 90 days and follow their primary care physician's recommendations for a healthy lifestyle. Members who use tobacco must enroll in BCN's smoking cessation program within 120 days of enrollment or re-enrollment. Members with a BMI of 30 or above must choose one of two BCN-sponsored weight management programs (Weight Watchers or Walkingspree pedometer plan) within 120 days of enrollment or re-enrollment.

APPENDIX G MOU STUDENT EVALUATION TASK FORCE

Memorandum of Understanding
By and Between Eastern Michigan University and
The Eastern Michigan University Chapter of the
American Association of University Professors

The parties agree to form a task force to study the literature on best practices for the student evaluation and evaluate the effectiveness and efficacy of EMU's student evaluation process. The duration of the task force will be September 1, 2022 – April 28, 2023. The task force will be charged with writing and submitting a report which includes recommendations to the University and Faculty with regard to EMU's current student evaluation process.

Members of the task force will include:

- Three students, representing three different colleges, as identified by Student Government
- Three faculty members as identified by Faculty Senate
- Three Administrators including Dr. Jeffrey Bernstein, Director of the Faculty Development and Dr. Barbara Patrick, Department Head of Political Science, and member of the task force for Climate, Race, and Diversity Issues, and a third member to be named by administration.

**APPENDIX H MOU UNIVERSITY RETIREMENT INVESTMENT PLANNING
COMMITTEE**

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

University Retirement Investment Planning Committee

It is understood and agreed between EMU and the EMU-AAUP that a representative from EMU-AAUP can attend and present at the September 19, 2022 University Retirement Planning Committee meeting. The University's Director, Total Rewards shall be provided with the AAUP representative's topic for presentation two (2) days prior to the meeting.

**APPENDIX I MOU 2023 HEALTH CARE COST AND QUALITY TRANSPARENCY
VENDOR**

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

2023 Health Care Cost and Quality Transparency Vendor

The University is interested in supporting Faculty efforts to be more informed health care consumers and reduce the cost of health care.

It is hereby agreed between the parties that the University will contract a health care cost and quality transparency vendor in accordance with the University's Purchasing Procedures for implementation in 2023. The cost of this service will be paid by the University.

APPENDIX J MOU SALARY EQUITY STUDY

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

Salary Equity Study

It is understood and agreed between EMU and the EMU-AAUP that EMU will undertake a salary equity study of tenured and tenure-track Faculty. The purpose of this study is to evaluate whether salary inequities exist for tenured and tenured-track faculty that are related to gender, race, or ethnicity, and if so, to help chart a path to eliminate inequitable compensation.

During the 2022-2023 academic year, the University shall contract a mutually agreed upon external consultant with experience in equity studies within higher education. The Union shall have an opportunity to participate in the consultant selection process (e.g., reviewing proposals, viewing presentations) and provide recommendations to the University as to its preference for a consultant.

The parties will defer to the expertise of the outside consultant in designing a study that incorporates industry-wide best practices for evaluating whether salary inequities exist within the tenured and tenure-track faculty. The parties agree to work with the outside consultant to explore a study that seeks to determine if racial, ethnic or gender inequities exist that cannot be explained by legitimate, non-discriminatory reasons such as, but not limited to, base salary, years in rank, years of experience, education, department/college, or retention offers. The study's parameters ultimately shall be decided by the University, with input from the Union.

The parties expressly agree that the consultant will have access to demographic, salary, and other relevant faculty information in order to complete the equity study.

The parties agree that they will undertake reasonable efforts to complete the study by April 2023. This date may be extended by mutual consent of the University and the Union.

The University agrees to provide the Union a summary of the findings of the equity study. The parties agree the full report, including raw data, will be provided to both parties. The summary will include anonymized, aggregate data as to salaries, gender, race, and ethnicity. Additionally, the University will provide anonymized, aggregated information at an institutional level related to the study's results.

Within 60 days of the delivery of the summary to the Union, the parties agree to meet and confer to discuss the study's findings and related recommendations.

Tenure-track and tenured faculty members with salary differences that are not explained by lawful criteria may receive an equity adjustment in September 2023 awarded similarly to a promotion adjustment.

APPENDIX K PANDEMIC IMPACT STATEMENT

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

Pandemic Impact Statement

It is understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that:

Faculty members who perceive that their scholarship, teaching and/or service have been impacted by the COVID-19 pandemic and remote work during the Winter 2020, Summer 2020, Fall 2020, Winter 2021, Summer 2021, Fall 2021 and Winter 2022 semesters will have the option to submit a Pandemic Impact Statement in future annual faculty activity reports and evaluation dossiers.

The University shall give meaningful consideration to the content of the statement regarding the impacts of COVID-19. Should the faculty member receive a negative evaluation, the evaluators, in their evaluation, will include a written statement addressing the Faculty Member's statement on the impacts of the COVID-19 pandemic.

This Memorandum of Understanding expires on August 31, 2026.